

OFFICE OF THE CLERK

MARCIA M. WALDRON

CLERK



UNITED STATES COURT OF APPEALS

FOR THE THIRD CIRCUIT
21400 UNITED STATES COURTHOUSE
601 MARKET STREET
PHILADELPHIA 19106-1790
Website: www.ca3.uscourts.gov

TELEPHONE

215-597-2995

February 20, 2008

Ms. Ilease Bartlette
Micol L. Morgan, Esq.

RE: Bartlette v. Kmart Corp, et al
Case Number: 07-3716
District Case Number: 02-cv-00100

Dear Counsel:

The above-entitled case(s) has/have been tentatively listed on the merits on **Tuesday, May 6, 2008 in St. Thomas, U.S. Virgin Islands**. It may become necessary for the panel to move this case to another day within the week of May 5, 2008. Counsel will be notified if such a change occurs.

This advance notice is provided so that you may make arrangements to be prepared to appear and present argument if it is required. The panel will determine whether there will be oral argument and if so, the amount of time allocated therefor. (See Third Circuit Internal Operating Procedure, Chapter 2.1.) No later than one week prior to the disposition date, you will be advised whether oral argument will be required, the amount of time allocated by the panel, and the specific date on which argument will be scheduled. **Please indicate below your request for "Oral Argument" or "Submission on the Briefs".**

Kindly acknowledge receipt hereof, **within seven (7) days**, on the enclosed copy of this letter and advise the name of the attorney who will present oral argument, if argument is required. In addition, please indicate whether or not s/he is a member of the bar of this Court. Membership is not necessary if counsel represents a U.S. government agency or officer thereof or if the party is appearing pro se. If the attorney is not a member of the bar of this Court, an application for admission may be secure in the District Court Clerk's Office in St. Thomas or St. Croix. Kindly complete and forward the application to this office forthwith.

Please reply with your completed acknowledgement to the following email address scheduling@ca3.uscourts.gov or U.S. mail to the above address.

PTD

UNITED STATES COURT OF APPEALS FOR THE THIRD CIRCUIT

No. 07-3716

Bartlette v. Kmart Corporation

To: Clerk

- 1) Motion by Appellee for Leave to File Supplemental Appendix
- 2) Response by Appellant to Motion for Leave to File Supplemental Appendix

The foregoing motion and response are considered. Appellee's motion is granted.
The supplemental appendix shall be filed as of the date of this order.

For the Court,

/s/ Marcia M. Waldron
Clerk

Dated: December 27, 2007
GPK/cc: IB
MLM

Hease Bartlette

UNITED STATES COURT OF APPEALS FOR THE THIRD CIRCUIT

No. 07-3716

Bartlette v. Kmart Corporation

To: Clerk

1) Motion by Appellant to Stay Case for 30 Days

The foregoing motion is considered. Insofar as the time requested has passed, the motion to stay the case is denied as unnecessary. It is noted that there were no filing obligations for Appellant between November 26, 2007 and December 10, 2007. In the event Appellant requires additional time to file her reply brief, she may file a motion requesting such.

For the Court,

/s/ Marcia M. Waldron

Clerk

Dated: December 11, 2007

CH/cc: Ms. Hease Bartlette
Micol L. Morgan, Esq.

UNITED STATES COURT OF APPEALS FOR THE THIRD CIRCUIT

No. 07-3716

Bartlette v. Kmart Corporation

To: Clerk

1) Motion by Appellant to Supplement the District Court Record

The foregoing motion is referred to the merits panel.

For the Court,

/s/ Marcia M. Waldron

Clerk

Dated: November 15, 2007

MCW/cc: IB, MLM

OFFICE OF THE CLERK

MARCIA M. WALDRON
CLERK



UNITED STATES COURT OF APPEALS

FOR THE THIRD CIRCUIT
21400 UNITED STATES COURTHOUSE
601 MARKET STREET
PHILADELPHIA 19106-1790

Website: www.ca3.uscourts.gov

TELEPHONE
215-597-2995

April 18, 2008

Micol L. Morgan
Ms. Ilease Bartlette

RE: Bartlette v. Kmart Corp, et al
Case Number: 07-3716
District Case Number: 02-cv-00100

Dear Counsel:

The Court has directed me to advise counsel that the above-entitled case(s) will be submitted on the briefs on **Tuesday, May 6, 2008** pursuant to 3rd Cir. LAR 34.1(a). Since there will be no oral argument, your presence will not be required.

Very truly yours,

Handwritten signature of Marcia M. Waldron in cursive.

Marcia M. Waldron, Clerk

Handwritten signature of Carmen M. Hernandez in cursive.

By: Carmen Hernandez, Case Manager
267-299-4952
MMW/CMH

Pursuant to IOP Chapter 2, you are hereby advised that your appeal will be submitted before the following panel: **RENDELL, FUENTES and CHAGARES, Circuit Judges.**

OFFICE OF THE CLERK

MARCIA M. WALDRON
CLERK



UNITED STATES COURT OF APPEALS

FOR THE THIRD CIRCUIT
21400 UNITED STATES COURTHOUSE
601 MARKET STREET
PHILADELPHIA, PA 19106-1790
Website: www.ca3.uscourts.gov

TELEPHONE
215-597-2995

August 25, 2008

Wilfredo F Morales
District Court for the District of Virgin Islands
Almeric L. Christian Federal Building
3013 Estate Golden Rock
St. Croix, VI 00820

RE: Bartlette v. Kmart Corp, et al
Case Number: 07-3716
District Case Number: 02-cv-00100

Dear District Court Clerk,

Enclosed herewith is the certified judgment together with copy of the opinion or certified copy of the order in the above-captioned case(s). The certified judgment or order is issued in lieu of a formal mandate and is to be treated in all respects as a mandate.

- (X) We return herewith the certified record in the case(s).
() We release herewith the certified list in lieu of the record in the case(s).

Kindly acknowledge receipt for same on the enclosed copy of this letter.

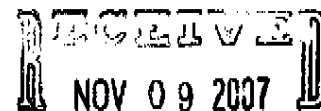
Counsel are advised of the issuance of the mandate by copy of this letter. The certified judgment or order is also enclosed showing costs taxed, if any.

Very truly yours,

Marcia M. Waldron

Marcia M. Waldron, Clerk

By: /s/Carolyn Hicks/CJC
Case Manager
267-299-4926

Thane Bartlette

BY:.....

UNITED STATES COURT OF APPEALS FOR THE THIRD CIRCUIT

Case Number: 07-3716Case Name: Bartlette vs. Kmart Corp.D.C. No. 02-CV-00100

INFORMAL BRIEF

DIRECTIONS: Answer the following questions about your appeal or petition for review to the best of your ability. Use additional sheets of paper if necessary. You need not limit your brief solely to this form, but you should be certain that any brief you file contains answers to the questions below. The Court prefers short and direct statements.

1. Jurisdiction: What order(s) of the district court or agency are you appealing?

Order, Kmart's motion to dismiss is granted.

Order, that all of Bartlette's claims against Kmart are dismissed

Order, that the Clerk of the Court shall close the file of the at

What is the date of the order(s)?

August 17, 2007

When did you file your notice of appeal or petition for review?

September 11, 2007

2. Statement of the case: Explain the proceedings in the district court or before the agency, (i.e. what the district court or the agency did in deciding your case).

The District Court discharged all of Bartlette's claims: it decided that Bartlette never filed a proof of claim. My claims are: Action for Damages, Breach of Contract, Discrimination, and Wrongful Discharge. The Further damages theis action is for civil action for damages to redress the deprivation od rights secured to me by Title VII of the Civil Rights Act including under 42 U.S. C. Section 1981 for redress of the violation of an individual civil rights and Title 29 U.S.C. 621 et. seq., for age discrimination. Further, this action is for the contract of tort claims of Bartlette.

The District Court St. Thomas VI excluded me in the decision making process of my case. The court went silent on me. I asked the court to address the problem at hand to compel compliance to respond, and to address open defiance to Attorney Bennett Chan, that could have caused the June 18, 2007 postponement.

The Court ignored 3 sets of motions filed, grace periods given, my good faith effort allowed time. The Court also ignored the request I made for discovery, even though I certified receipt return mail to Atty. Chan asking for Kmart's Annual Tax Returns for years covering 2004, 2005 and 2006. To my knowledge the Court did not affirm the purpose was for the intended use of the Court or to help the defendant through Atty. Chan to understand. Judge Barnard got his personal copy certified return receipt also to include the Court's distribution copy. The court never showed it communicated a word to Atty. Chan, on behalf of Kmart.

Two prepared orders delivered by hand to the court, (by) me asking the judge to sign the orders. They too were not used, just sat around for weeks until I requested copies from my file, I see they were not entered. I addressed the issue asking for them to be placed in the file that's where they should have been if not used.

Another 2 letters address directly this time to Judge Barnard. 1. Addresses compel to compliances the other an open letter, we must therefore correct Atty. Chan's failure to respond so that we can proceed, and that in my file held at the Court he will find evidences of my motions that Atty. Chan's

failure to respond could have caused the June 18, 2007 postponement. I requested the continuation of CV 2002-100 through the court. No arrangement was made. I asked to be informed when agreement were made certain and to informed parties involved for the trial Atty. Chan and myself for date certain I was not invited to the meeting.

Behind my back the proceeding of the Court began. I was not told, nor did I in my request for a jury trial expected the unprecedented trial that began without an order from the Bankruptcy Court Illinois, an improper Judgment Order from the district Court my copy was not signed, or having its approval by the seal of the court. I was shocked upon receipt; I was still waiting a new trial date from the Court.

The two orders I gave the court an option to use the two submitted or to construct its very own orders. It chose none of the workable plans offered, but went into making its own decision the decent of the court continued. Here please see some more things the court did in deciding my case:

1. The court caused harm to me through its Judgment.
2. The court destroyed all the federal violations done to me.
3. The court denied all my rights enforced by EEOC.
4. The court partially accommodated me, thus far and no more.
5. The court shamed and further discriminated against me.
6. The court made a false statement Bartlette never filed a proof of claim.
7. The court precluded me from pursuing my claim in the future.
8. The court served me with a Judgment after I had asked to compel compliance.
9. The court did not apply fairness as one of the courts rule.
10. The court thought to evaluate the evidence without requesting to see the facts of the proof of claim.
11. The court went on an assumption, but I had the facts.
12. The court said Bartlette could have won her several claim against Kmart, but never gave me the chance.

13: The court dismissed my charge (in my face), figuratively speaking but behind my back.

Then even without an Order showing the authority came to the district Court from the bankruptcy Court in Illinois. I then went over to the district court seeking a copy of the Order, I was told by the Court's Supervisor, Ms. Francis, office of the Clerk there is no Order, and I left without a copy. The Court gave me an address and phone number to go looking for answers myself. The Judgment finalized my claims although I had the proof of claim. My psychiatrist and other witnesses already subpoena had left me financially negative payments still owed to others. From that day to the future the court has frightened me, based on the Court's Premises considered to ignore the motions, orders, the letters, it's focus was to dismiss CV#2002-100.

The plan of action was to use Claim number 02-B02474. That will cause a huge confusion for Bartlette knowing that the classified number 02-B02474 has been reclassified to 02-02474. The possible reason it emphatically stated Bartlette never filed a proof of claim. The court's negligence through its decision caused an intentional act to happen. The year the reclassification had taken place was about July ___, 2003, the presiding Judge Susan Pierson Sonderby, in charge, of all the Chapter 11 Cases and proceedings. In her Order, she states the right to defend such further objections if any to the claims, and by those Orders pronounced the district court should know or should have known. Years had pass the court never informed me about the reclassification that took place. On the Judgment order issued still carrying the same counterfeiting number 02-B02474 used to wipe out all my claims. The Court knows it is trying to defeat me with or without a trial. Bartlette is pro se none to help her looks like a win win situation it seems to say. I recall a situation where a Bailiff once told another pro se person without a court order, I can't do any business if something goes wrong, I would be blamed. Yet it appears it was best to work without the Bankruptcy Court's order, no witnesses, and no jury trial. The court's reputation is at stake for the Court's opposition is a violation. The confirmation order and plan is to be

respected. Deemed to protect it's fidelity to anyone but me. My wrongful discharge, the lack of accommodation like Kmart the defendant, the Court was willful, done intentional acts and recklessly discriminated Barring me. Again I am living my experiences, I am facing reality I am a person with a qualified disability pushed even further by the wrongs the Court has done to me.

The court's actions are opposing, discriminating, illegal, unethical, judgmental, no fairness is shown, nor was its authority designated on that day. I am no lawyer only pro se. Thank God for understanding He has given to me. I make known my displeasure concerning the Chapter 11 Cases that was and is thrown in a pile of litigation claims to be disallowed having no merit even though we according to the promise is secure and protected according to the Confirmation Order and Plan. When the court opposes my claim I am to defend what are rightfully mine and ours. The order did not say Please did not file dismiss her claim. The order says she is a Chapter 11 Case. She is to get relief the order is without prejudice and gives me the right to defend. A member of the protected class of individuals. We are known also as the Chapter 11 Cases. A special Confirmation Order and Plan for there should be no objection, opposing, setoff etc. The court should have supported me, not the Kmart's motion to dismiss illegal plan of action that is in opposition to the Confirmation Order and Plan.

3. Statement of facts: Explain the facts and events that led to the complaint in the district court or the action before the agency.

Conditions was bad managers even worse had led me to write Kmart's National Office. Harassment, misgovernment, misrepresentations, mislabeling a direct threat to my health on and off the job posed a danger to my physical, mental, social and spiritual well being. I was willfully locked in Store 3829 with the overnight crew.

Kevin Brian released me from the Kmart prison that entrapped and was extremely scary. Assistant Manager he harassed me, Selwyn Scatliffe is his name, many times on one shift (excluding the many other times) so bad I was taken to the Roy L Schneider Hospital and diagnosed with Anxiety Disorder.

Twice I suffered for the lack of my break causing hypoglycemic attacks, low blood sugar due to my diabetes. I shook, sweat, felt faint, weak, and still not released for my break. It was customers who had loaded me up to include Amerell, an associate with candies. That time by my Supervisor, Sylvia Williams, Checkout Supervisor. Assistant Manager Gezzel, the abuse of her authority caused me severe pains. Gezzel kept sending other associates constantly ignoring my requests for a break off my feet to drink water, use the bathroom. I question Lynn if she was supervising, Lynn told me no. But Gezzel had left her there to do her dirty job. Lynn was saying to me, Patsy is on break when she returns you can go. I begged Gezzel over and over she is telling me Patsy is on break when she returns you will go.

I informed Gezzel, associate manager, I need to take my break. Then I heard Patsy talking, yet not directly to me telling another associate her break ends at 8:00. At 8:00 I am to punch and go home the wickedness is revealed during this time Gezzel came harassing me. She called my name asking me to come to her and to punch out. My break was over. I limped to her. She had falsified a write up on me that led me to write Kmart headquarters. A new general manager arrived whose name is George Newton. Kmart's 10 rings per minute, 10 ft. rule, two is company, three is a crowd. 10 rings per minute

is a new system used only management knew what it was all about.

Customers came proceeds multiply.

The 10 ft. rule will give rewards of monetary value. I heard not of any Kmart Store Associate in #3829 receiving monetary value, but the involuntary servitude continues. Hard or harsh words never stopped managers were overtly cruel in words and actions to me. It mattered not if an associate was going to the bathroom; if you were stopped by a customer you will better forget about your need to void take the customers where they want to go even if you had to urinate on one self.

This 10 ft. rule is a call for immediate termination. Enforcement of the sign 2 is company 3 is a crowd was a constant reminder by managers who usually point. There were pressures from its very awareness of the sign hanging directly over the heads of the cashiers it reminded and spoke the intent of Kmart. Cashiers were affected by the new system the 10 rings per minute definitely not 10 swipes or 10 scans per minute. It dealt with shutting down the system yet allowing items to scan, money collected, did not interfere with the efficiency of cashiers manual skills or the entry of production by the performance of the cash registers. Putting the machine in the secret mode at the time was not taught to any of the operators. No training was given, no manual, no professional expert even though I requested understanding. The inception began in February 2001.

However, I was trained by Kmart to use the Prism 8 keyboard layout cash register. The color code represents and reminds about the keys and represents existing keys with the same function:

- Blue keys that have moved on the keyboard;

- Green keys exist that were renamed;

- Yellow keys are added to the keyboard;

- 0 - this symbol will show new keys that are for future use.

This new system did not show any future key that had become keys for current use.

May 13, 2001 the whole day was very painful, embarrassing, weary with ill treatment and abusive. Selwyn Scatliffe store manager at the time in the absence of the G.M. Sylvia Williams checkout Manager. Sylvia turned her anger from Darrel George a customer onto me. Her very loud mouth controlled the front end all the way to Customer Service Desk. I had no morning break. She had not given it to me. This is my supposed evening break and its occurrence. I had only gotten to the lounge after a day full of harassment. Scatliffe did nothing positive to help me even though I had ask for his assistance. I had only reached the lounge when Ms. Williams paged me asking me to call 255. Seven associates I had questioned and had answered yes the page was for me in unison. Answering the call 255 (from Sylvia) to be insulted she was telling me to listen good, then she hung up on me. Four remaining minutes before my already disturbed break ends, Ms. Williams called again. Over the intercom everyone listening, Please come to the checkout she called. Supported by a supervisor Shawn who knew what was happening asked me to wait until my break is over. I decided to wait until my break ends. I informed Ms. Williams I was still on my break when I returned. Ms. Williams promised to complain me to Mr. George.

Ms. Williams you are very rude to me. Mr. Newton has given to her his support, she could hire and she could fire, she told me. The same door I come in I will go out she is after Amerelle and me.

May 14, 2001, the day of my termination, Mr. Newton, Ms. Williams, told me he wants to see me. Inga told me there is a plan to fire me. On several occasions and scarcely Mr. Newton allowed me to tell of what had happened. He was very angry and said a simple coupon you can't get done. I answered it is not true. Sylvia had to retrieve the coupon I am not allowed to. Still very angry with me he handed me another form of punishment and abuse. I had already passed my probationary period of 90 days or so to become a full time employee in 1995. Again this time, he is placing me on 30 days probation to see if I could come up with 10 rings per minute. Mr. Newton already congratulated me saying I was doing better work than the other cashiers in my

work performance. If I am unable to come up with 10 rings per minute he will terminate my employment with Kmart. Mr. Newton I have been trying. How is it done he told me he knows but refused to tell me. What are you going to do with the other cashiers whose productivity is less than mine? Same thing I do to you. I begged him for the knowledge, he refused to tell me. I then asked for training as an accommodation. I have my struggles with mental illness, reminded him I was disabled. I encouraged him to look in the record. Yet he refused to assist my knowledge. May I be moved back to the sales floor? Mr. Newton told me any moving will be through the door (same words used by Sylvia Williams). Mr. Newton sent me away from his presence to where Tracy had gone to write the probation order. I made my comments affirmed my needs in writing, hoping he will change his mind. Tracy took the form to him. Mr. Newton came where I was waiting seeing my request and told me there'll be no accommodation for you as he shouted in my face. Through his eyes a look of scorn emerged from his face, he actually laughed at my situation. I respected him as my manager and answered him not a word. I was embarrassed by him, retaliated and discriminated against me, there was a lack of accommodation on the job, was abused through his authority. I was placed on probation, terminated, a wrongfully discharged, no reason was given to me not even allowed to serve the 30 days probation. Kmart has done me some terrible wrongs! On the separation paper again I made my comment no training was given to me and my request for accommodation was denied. I felt run over and abused and on top of that I was told I can leave. It was an awful feeling, never before had I been treated like this and never before been terminated. Are you also sending me away without my salary owed to me? Tracy said sorry and offered me \$520.00. The money is incorrect. Tracy will call when it is corrected. She has never called. I had several times asked for it. I was stripped of everything Kmart had given to me. Kmart never gave me my salary, benefits, pension, vacation pay, other things owed to me, like the 10 ft. rule monetary value, the 8 over-time hours yet owed to me from 1999. When I had prepared my department

home improvement for a Presidential Review even though letters, and copy of check showing how the payment was curved. No manager paid me even though I had asked. All other cashiers are still employed. Despite all this my record spoke and yet speaks for me in an award I receive for outstanding performance, rewards for service of merit a presidential one as well. And after I made 5 years I was awarded with a special Kmart pen. I was dependable, reliable and flexible so says the record. Never steal its time money or merchandize. Customers loved me, associate respected my principles. I was told by many of my associates that if I please don't do anything wrong what is going to happen to us. I worked hard, produced results of satisfaction. Already over 60, a individual with a disability empowered with and by inner strength not even Debra Shaw, another Assistant Manager could get me hide Kmart's property. She would have to give me a note authorizing me to do so. Kmart knows of the incidents that caused my hurt. Kmart never said I care, or I am sorry, yet to the end I remain loyal to my task. Kmart owes me still.

4. **Statement of related cases:** Have you filed an appeal or petition for review in this case before? If so, give title of case and docket number.

I have not filed an appeal for review in this case before.

Do you have any cases related to this case pending in the district court, in the court of appeals or before the agency? If so give title of case and docket number.

Re: Case No. 07-03716

Case Name: Ilease Bartlette vs Kmart Corporation
D.C. No. 02-CV-00100

5. Did the district court or the agency incorrectly decide the facts of your case? yes If so, what facts?

The District Court incorrectly decided the facts of my case saying I never filed a proog of claim.

The fact is I filed a proof of claim dated July 18, 2002.

I signed it, my then Atty. Archie Jennings, mailed it. There is also an online collaboration of facts found under Case No. 02-02474 Exhibit A. and under 10th Omnibus. William Barrett representative for Kmart Corp, in its Chapter 11 Case affirmed also a record of my filing. I submitted the fact of my proof of claim filed to the District Court as evidence showing I had filed a proof of claim.

The District Court incorrectly decided the facts of my case using Exhibit B Claim Number 02-B02474.

Exihibit B claim No. 02-B02474 has been reclassified to read Exhibit A Claim No. 02-02474 on July _____, 2003 dated in Chicago Illinois. The Judge presiding over the Chpater 11 Cases, Hon. Susan Pierson Sonderby, an on-line

documentary. ^③ The special confirmation order comes under Exhibit B, was removed to be under Exhibit A 02-02474.

^④ Then under the 10th Omnibus was again removed to be on Exhibit E under litigation claims to be disallowed (see documentaries). ^⑤ The claims are secured and protected. The claims should have had a stabled place. Not an in or out or all over the place. In an effort to dismiss charges, if can't be found. ^⑥ Judge Sonderby's order gave me the right to defend and thing further to the claim.

* The Court incorrectly decided the facts of my case which on August 17, 2007.

^① The Court had no Order from the Bankruptcy Court with which to do the Court's business, and therefore it formed an improper Judgment.

* The Court incorrectly decided the facts of my case highlighting Kmart's motion to dismiss caption in the Judgment sentence.

ⁱ The caption should have been Ilease Bartlette, plaintiff vs. Kmart Corporation, Defendant. ^② It should read before the Court is Ilease Bartlette and for her complaint against Kmart Corporation Defendant.

* The Court incorrectly decided the facts of my case denying me all my state and federal rights.

^① Action for Damages, Breach of Contracts, Discrimination, and Wrongful Discharge. On May 28, 2002 Bartlette through her then Attorney Archie Jennings on behalf of myself seek monetary damages in my action for Damages, states Breach of Contract Discrimination and wrongful discharge.

^② Then further, this action is for Civil action for damages to redress the deprivation of rights secured to me by Title VII of the civil rights act including title 42 U.S.C. section 2000e et seq. and section 12101 et seq., as well as those rights secured under 42 U.S.C. section 1981 for redress of the violation of an individual civil rights and Title 29 U.S.C. 621 et seq. for age discrimination. Further, this action is for the contract and tort claims of Bartlette.

* The Court incorrectly decided the facts of my case stating consolidating all pre-petition claims against the debtor in one collective proceeding before a Bankruptcy Court is the essence of Bankruptcy.

① Claimant can still participate in the reorganizing by establishing sufficient reason or for failure to file a timely proof of claim. The Court then examines the special circumstances through additional procedures and the use of forms for making a claim against the estate. All this may be done by the Court as in the case of *in re: A.H. Robins Co., Inc.*, 862 F. 2d 1092 (4th cir. 1988).

② Accordingly, bankruptcy claimants may be allowed in Chapter 11 without filing of a proof of claim (Section 1111 Rule 3003).

* The Court incorrectly decided the facts of my claim. If the bar date passed before the Bankruptcy claimant files a proof of claim, the claimant cannot participate in the reorganization without establishing grounds for failure to file a timely proof of claim. Here the Bankruptcy Court set a bar date of February 23, 2004.

① I did file a timely proof of claim and was not affected by the bar date.

② The Court will find that further comments from the Bankruptcy court indicating the desire of the confirmation order and plan, place there to show also that I am not barred from the provision extended to me in the Plan, and I applaud the Plan as I seek recovery by said cure offered. The Court shall retain Jurisdiction!

* The Court incorrectly decided the facts of my claim. Kmart filed a voluntary petition for relief under Title 11 of the United States bankruptcy Code in Northern District of Illinois (the "Bankruptcy Court").

① Kmart placed liens against its creditors and was obligated to none claims rights and interest were not allowed that rose before the Confirmation Date. All persons who have held hold or may hold claims and interest it states shall be precluded and permanently enjoined on or after the date from commencing in any manner any claims any action or proceeding of any kind with respect to any claim against [Kmart] which they process prior to the effective date ...

and asserting any claims that are released thereby. ⁽²⁾ "The emphasis is placed on the time of the automatic stay to give rest to the defendant now that the stay is lifted to continue this stance would not be against the Plan and Confirmation Order.

* The Court incorrectly decided the facts of my case stating all prior claims against the Debtor are discharged.

On January 22, 2002 Kmart and certain of its' subsidiaries and affiliates for relief under Chapter 11 of Title 11 of the United States Code 11 U.S.C. Section 101 et Seq., as amended (the "Bankruptcy Code").⁽¹⁾ Notwithstanding any provision of the Plan or it's modification to the contrary the confirmation and effectuate of the Plan or it's modification shall not release, reduce or discharge any surety's obligation to satisfy any portion of any claim arising from a Civil money judgment.

* The Court incorrectly decided the facts of my case "the discharge of all existing claims ... upon confirmation of the Chapter 11 [reorganization] plan is ambiguous."

⁽¹⁾ The discharge provision in Article 12.2, the Plan and injunction provision Article 12.11 of the Plan are not intended, shall not be construed and shall not operate to Bar the United States (Bartlette) from pursuing any police or regulatory action against the debtors to the extent expected from the automatic stay provision of 11 U.S.C. Section 362 of the Bankruptcy Code.

* The Court incorrectly decided the facts of my case Bartlette's claims were discharged.

⁽¹⁾ Interest shall be paid on over secured claims as provided for by 11 U.S.C. Section 506 (b) of the bankruptcy Code from the petition date and following the effective date on priority claims as set forth in the Plan.

* The district court incorrectly decided the facts of my case accordingly Bartlette's claims are discharged.

⁽¹⁾ Chapter 11 Cases shall remain in full force and effect according to their terms to include request for compensation and reimbursement of expenses pursuant to Section 503 (b) of the Bankruptcy Code for making a substantial

contribution in any of the Chapter 11 Cases and any motions or other action seeking enforcement or implementation of the provision of the Plan or the Confirmation Order.

~~✱~~ The district Court incorrectly decided the facts of my case. Bartlette is precluded from pursuing her claims against the debtor (Kmart) at any time in the future.

① Each claim filed in the Chapter 11 Cases of any Debtor shall be deemed filed against the Consolidated Debtors and shall be deemed a claim against and an obligation to the Consolidated Debtors.

~~✱~~ The District Court incorrectly Decided the facts of my case all prior obligations and rights of the parties were extinguished.

① The Court takes judicial notice of the docket of Chapter 11 Cases maintained by the Clerk of the Court and or it's duly appointed agent, including, without limitation all pleadings and other documents filed all orders entered and all evidences, and argument made, offered or auduse at the hearing held before the court during the pendency of the Chapter 11 Cases.

~~✱~~ The District Court incorrectly decided the facts of my case the [debtor's] property is free and clear of all claims and interest.

① This Plan provides each claim file in Chapter 11 Cases of any debtor shall be deemed file against the Consolidated Debtors and shall be deemed a claim against and an obligation of the Consolidated Debtors. It would then be illegal to prevent Bartlette from collecting that settlement and the interest and any other provision in the provided Plan". Even to prevent Bartlette from applying any action or motion seeking enforcement or implementation of the provision of the Plan or the Confirmation Order 28 U.S.C. Section 157 (d).

④ Nothing in this confirmation order or the Plan is intended to modify or violate 28 U.S.C. Section 157 (d).

~~✱~~ The District Court incorrectly decided the facts of my case accordingly, Bartlette cannot now pursue her claims in this Court.

① The actions and attitudes of the District Court is the one Barring me of my rights. The document clearly expresses that the Plan are shall not be

construed operate to Bar the United States from pursuing any police or regulatory action against the Court to the extent from the automatic stay provision of 11 U.S.C. Section 362 of the Bankruptcy Code article 12.2 of the Plan and article 12.11 discharge provision and an injunction provision. ⁽³⁾ "it is then the height of defiance for the Court to interfere by reducing the commitment, modify the intention, or even attempting to discharge what has already made secure in the Plan".

✕ The District Court incorrectly decided the facts of my case the premises considered.

⁽¹⁾ "The Court's premise on which it formed its conclusion forgot it appears the unattended business involving 17 names. ⁽²⁾ 16 remaining, my charge remains active, has gone, and is going, through the process leaving the other 16 names. ⁽³⁾ Listed for the Court to also the premise considered without an order it is unable to dismiss saying, "Bartlette never filed a proof of claim.""

⁽⁴⁾ This Confirmation Order is and shall be deemed a separate Confirmation Order with respect to each of the Debtors in each Debtors separate Chapter 11 Cases for all purpose the Clerk of the Court is directed to file and docket this confirmation order in the Chapter 11 Cases of each of the Debtors. ⁽⁵⁾ "Bartlette charge remains in full force and the Court must move on to discover other assurances".

✕ The District Court incorrectly decided the facts of my case. From the analysis used in the Judgment, "I find these words true":

⁽¹⁾ "That was or could have been commenced."

⁽²⁾ What was? – Three letters asking the Court for help. 3 motions filed, 3 Orders submitted, 1 courtesy letter, 1 open letter, 1 special motion to compel compliance. Atty. Bennett Chan's failure to respond caused an open defiance. Kmart's Annual Tax Returns covering years 2004, 2005, and 2006. That is what was.

② **Could have been commenced?** – The enforcement of the motions, by signing of the Court orders. The request for the Kmart Tax Return 2004, 2005, 2006. Atty. Bennett Chan's failure to respond to me at the time.

③ **What was or could have been commenced?** – The date certain request by Atty. Chan and Bartlette. The postponement of the June 18, 2007 trial, of CV #2002-100, Ilease Bartlette, Plaintiff vs. Kmart Corporation, Defendant by jury trial. Those or could have been commenced.

④ **My Experience with Truth**

Facts establish a solid ground to stand on always,
Evidence a strong and mighty helper all the time every time!
None could span the mind great, or small it is said.
There comes a time to view, and to remember the day.
That evidence, facts and fairness opens doors.
The three factors so true are still the golden rule.
The Court's dependable joy ever to be around,
If fairness, facts, and evidences dominate the Court Room.

Accordingly, the Court hereby Orders:

→ The District Court incorrectly decided the facts of my claims. "It is hereby ordered that Kmart's motion to dismiss is granted".

① Behind my back, without a trial, another wrong act covering the other.

② The district Court used claim No. 02-B02474 as a genuine number. This same number had already been deleted, and now caused the reclassified claim No. 02-02474, to be hidden or somehow disguised. ③ It surely conveys the idea, **not a fact** that Bartlette never filed a proof of claim. Under exclusive Jurisdiction Venue Core proceedings 28 U.S.C. Section 157 (b) (2) and the Court has exclusive jurisdiction to determine whether the plan complies with the

applicable provision of the Bankruptcy Code and shall be confirmed. "Again it is in the hands of the Court".

★ The District Court incorrectly decided the facts of my claim. "It is further ordered that all of Bartlette's claims against Kmart are dismissed."

① And so the act of covering the other continues. CV#2002-100 is also covered up and gone. ② Then mailed to me is this falsified Judgment order. I however, had the fact supported by the evidence a copy of the filed proof of claim dated July 18, 02 and signed. The Bar Date was July 31, 02. I am considered pre-petition. ③ If per chance sick from my disability, I could have been forgiven. An allowance is there for me under Chapter 11 (section 1111 Rule 3003). ④ So if any chapter 11 Case had forgotten by this grace given in this statue, we are covered seeing for yourself, Bartlette, is still in the Court this time the Court of Appeals.

⑤ Setoffs subject to Article 12.10 of this Plan, the Debtors may, but shall not be required to set off against any claim, and the payments or other distribution to be made pursuant to this Plan in respect to such Claim, claims of any nature whatsoever that the Debtors may have against such Claimholder, but neither the failure to do so nor the allowance of any claim hereunder shall constitute a waiver or release by the Debtors or the reorganized Debtors of any such claim that the Debtors or the Reorganized Debtors may have against such claim holder. ⑥ Where exclusive jurisdiction, venue, and care proceedings under 28 USC Section 157 (b) (2) and 1334 (a)). The court jurisdiction over the Chapter 11 cases pursuant to 28 USC Section 1408 and 1409. ⑦ Confirmation of the plan is a core proceeding under 28 U.S.C.

★ The District Court incorrectly decides the facts of my case. "It is further ordered that the clerk of the Court shall close the file of the above-caption case." ① The statement the District Court St. Thomas Virgin Islands made caused a search to occur in order to understand why the statement was made that Bartlette never filed a proof of claim. From the research, it caused a turn of events to unfold. ② And before the Court, our eyes and to my understanding it took the classified claim no. 02-B02474 that was indeed reclassified to read

02-02474 under the 10th Omnibus again moved to Exhibit E. The presiding Judge Susan Pierson Senderby over Chapter 11 Cases, she supported the Plan and Confirmation Order. She then covered from one person to another and from one geographical point to the other until all those protected by and through the oath according to the Plan is satisfied. There was an order stating a right to relief and to defend such further objections if any to the claims. The Bankruptcy Court's Order did not say Bartlette never file a proof of claim.

(8) The order did not say the district Court must dismiss her claim. What it said relief should be granted and for Bartlette (me) to defend such further objections if any to the claims. The District Court had no order, an improper act done by the Court! - dated August 17, 07. 12.11 Injunction. Subject to Article 12.10 of this plan, the satisfaction, release, and discharge pursuant to this Article XII shall act as an injunction against any person commencing or continuing any action, employment of process, or act to collect, offset, or recover any claim or caused of action satisfied, released, or discharged under this Plan to the fullest extent authorized or provided by the bankruptcy code, including without limitation, to the extent provided for or authorized by Sections 524 and 1141 thereof.

(12) All objections to Confirmation of the Plan that have not been withdrawn, waived, or settled, and all reservations of rights including therein, are overruled on the merits.

6. Did the district court or the agency apply the wrong law (either cases or statutes)? ____
If so, what law do you want applied?

The law I want to apply is stated for the benefit of many, but to the Chapter 11 Cases there are/or will be times its application works best for us. It states understanding and gives credence as stated that, **A claim may be allowed in Chapter 11 without filing of a proof of claim (Section III) Rule 3003**. "This opening allows Bartlette to proceed in this forum. Therefore, Kmart's motion to dismiss had no bearing on CV2002-100". Then there are also the times for and of **special circumstances, additional procedures and forms for making a claim against the estate may be established by the Court as in the case of in re A.H. Robins Co., 862 F. 2d 1092 (4th cir. 1988)**. "The court will find further comments from the Bankruptcy Court indicating its desire through the confirmation order and plan placed there to show that I am not barred from the provisions extended to me **in the plan**. An extraction e.g. **Prior to the petition date** and that arise from a termination of employment or a termination of an employee or retiree benefit program regardless of whether such termination occurred prior to or after the confirmation date, and all debts of the kind specified in **section 502(g), 502(h), or 502(i) of the Bankruptcy code, in each case whether or not (a) a proof of claim or interest based on such claim, debt, right or interest is filed under section 501 of the bankruptcy code, (b) a claim or interest based upon such claim, debt, right or interest is allowed under section 502 of the Bankruptcy code or (c) the holder of such claim, right, or interest accepted the plan**. The confirmation order shall be a judicial determination of the discharge of all claims against and interest in the debtors, subject to the effective date occurring.

7. Are there any other reasons why the district court's judgment or the agency's decision was wrong? yes
If so, briefly state these reasons.

The Court's decision was wrong because I had filed a timely proof of claim. The Court's decision was wrong. It was not ordered by the Bankruptcy Court. The Court's decision was wrong, it ordered Kmart's motion to dismiss to be granted. The Court's decision was wrong; it further ordered all Bartlette's claims against Kmart to be dismissed. The Court's decision was wrong; it further ordered that the Clerk of the Court shall close the file of the above-captioned case.

8. What action do you want the Court of Appeals to take in this case?

I would like the Court to accept the fact I had ~~to~~ file and to reverse the Orders to read what makes the order right. e.g. Order Kmart's motion to dismiss is denied. Further, ^{order} all of Bartlette's claims are granted. Further, order that the clerk of the Court shall close the file of the above captioned case.

Dease Barthlette
Signature

Dease Barthlette

You may attach any documents filed in the district court or before the agency that you think the court of appeals must see in order to decide your appeal or your petition for review. For appeals from the district court, please keep in mind that the entire district court record is transmitted to the court of appeals and is available for the court's review. You must attach copies of the district court docket entries, the opinion and order appealed, and the notice of appeal. Documents not admitted in the district court may not be submitted to the court of appeals without permission of the court.

IMPORTANT: IF YOU ARE PROCEEDING IN FORMA PAUPERIS, YOU MUST FILE AN ORIGINAL AND THREE (3) COPIES OF THIS BRIEF AND ANY ATTACHMENTS WITH THE CLERK. IF YOU HAVE PAID THE DOCKETING FEE, YOU MUST FILE AN ORIGINAL AND TEN (10) COPIES OF THIS BRIEF AND ANY ATTACHMENTS WITH THE CLERK. A COPY OF THIS BRIEF AND ANY ATTACHMENTS MUST ALSO BE SENT TO ALL OPPOSING PARTIES. YOU MUST CERTIFY ON THE ATTACHED PROOF OF SERVICE THAT A COPY OF THIS BRIEF AND ANY ATTACHMENTS WERE SENT TO ALL OPPOSING PARTIES.

PROOF OF SERVICE

I certify that on 11-7-07 (date) I mailed a copy of this brief and all attachments via first class mail to the following parties at the addresses listed below:

Atty. Mical Morgan, Ogletree, Deakins, Nash and Steward LLC
The Tunisia Building 1336 Beltjen Rd Suite 201 St. Thomas, VI 00802
Clark of the Court ^{of Appeals} attn: Mr. Michael Williams
21400 US Court House 601 Market Street
Philadelphia, PA 19106
(US Court of Appeal For the 3rd Circuit)

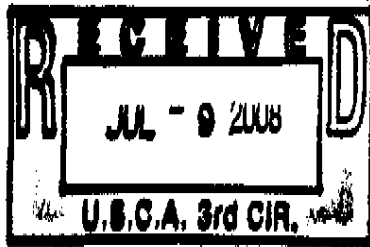
PROOF OF SERVICE FOR INSTITUTIONALIZED OR INCARCERATED LITIGANTS

In addition to the above proof of service all litigants who are currently institutionalized or incarcerated should include the following statement on all documents to be filed with this Court:

I certify that this document was given to prison officials on _____ (date) for forwarding to the Court of Appeals. I certify under penalty of perjury that the foregoing is true and correct. 28 U.S.C. §1746.

Signature

Dated: _____



U.S. C.A. 3rd

Motion to Consider Time and Research *Answers*

Panel - Petition for Rehearing
Before: Randal, Fuentes & Chagares Circuit Judges

Bartlett Made two former efforts, and
Complied with the rule. Bartlett sees
justification for this entry. In this act,
she makes this statement for a legal
decision is about to be made for or
Against the Chapter 11 Cases.

Bartlett humble quotes Conditions Precedent
Article XII 13.3 The last part of the
thought. Each such right shall be deemed
an on-going right which may be asserted
at any time. Bartlett takes time and
plenty effort being a person with a
qualified disability. This one required
some more time for this she pleads The
Court Consideration. And hopes it be in
time for entry or other Consideration.

Submitted to 3rd Circuit
on 7th July 2008

Notice please the references as myself, mine, I, my, me, we
She - her and I all refer to Bartlett.

I Certify That on July 7, 2008 I sent a copy to The Court of
Appeals at US Courthouse 21400 us 601 Market St. Philadelphia
and Atty Michael Morgan Ogilvie, Perkins, Hoak, Smack & Stewart LLC
1336 B Street Rd Suite 309 S + Thomas, VI, 00802

Submitted to the Clerk of the Court for
Before: Rendall, Fuentes and Chagnon
Circuit Judges

Dated: July 4, 2008

Standing between Chapter 11 Cases,
this Court will find the District Court 15
And Kmart and ^{Some} objections too.
You will see exhibits, understand the
January 22, 2002 date, 02-802474, and 02-02474
Numbers and more like Debtors, Reorganized Debtors
And there are indeed Proponents of this Plan,
in the jointly Administered Chapter 11 Cases
Within the meaning of section 1129 of the
Bankruptcy Code. Article 1. B.

As of such, a substantial Contribution
is being offered in defence of what is
rightfully ours and mine.

Barthtte was in the right place at
the right time the "Bankruptcy Court" she had
the assistance of her Council, she signed on July
18, 2002 the proof of Claim The Bar Date was
July 31, 2002. The District Ct. Said there is no evidence.
^{Barthtte was filed} ^{Proof of} The record will show Kmart operated To Bar
(Barthtte) United States to the extent expected from
the Automatic Stay provision of 11 U.S.C. Section
362 of the Bankruptcy Code June 7, 2002 through
Notice of its filing.

Kmart on May 14, 2001 denied Barthtte all her
federal rights. The actions against her made this
Case precedential due to its Value based on
protected laws given to her in employment.

The VT Department of Labor declared Barthette's May 14, 2001 termination a wrongful discharged, and also assisted to file a complaint against Kmart, for the several wrongs done to her through EEOC.

Barthette believes that she had a Category "A" Charge a charge that falls within the National or Local enforcement plan.

Due process took up until May 28, 02.

Barthette's then Attorney Archie Jennings made three firm statements on behalf of her via the VT District Court.

- ① a summons was issued to Kmart Corporation returned executed 6-3-02. (It caused Kmart's reaction of the June 7, 2002 filing it seems).
- ② A filing fee of \$50.00 was paid.
- ③ A complaint was entered with a demand for Jury trial.

I am showing that my commencement was prior to Kmart's Bankruptcy Notice, and the Automatic stay issued requested a call for papers, whereby, I submitted my claim. By and through my actions I had done no violation. However, I had gone through the Bankruptcy Court and I am still waiting for relief, for my relief is still in the Bankruptcy Court as you will see later.

For my continued protection, I am supported by the Confirmation Order and Plan. I survived the Effective Date and my status is not affected. (even though I am prepetition claimholder it seems).

My then Attorney called a stay on me I sort for another then others none helped me. Even though I got referrals for EEOC lawyers, VT Bar referrals, VT Telephone Director

work-in appointments & word of mouth suggestion
Legal Services even refused me and told
me lity. don't go Against Attorney.

I had no choice but to approach the
District Court Pro se. I had never been to
court as a witness not even Pro se. (but my
help comes from the Lord who made heaven and
earth and all they that dwell therein".)

Here I am in the Court of Appeals not
only, for myself but on the behalf of the
jointly Administered Chapter 11 cases who happen
to be the core proceeding of claimholders,
the cases

I had approached the court with my
request for a trial date February 24, 06.

Then Kmart through its Attorney Bennett Chen
filed Kmart's motion to dismiss April 25, 2006

upon the entry of said Motion to dismiss,
by a court order, the request was denied.

(The court told Kmart no). The motion failed,
it did not state a claim upon which
relief can be granted on April 25, 2006,

it did not include any opposition or a letter
to certify a lack of opposition as is required
by LCRi 12.1. by LVG via District Court Doctet Entry.

There are discrepancies and lies
manifest themselves. The District Court seems
bent on assisting Kmart that is causing
concerns and in regards to its actions some
questions focus. Who will protect the
victims? Or is this the court it should be?

A court of competent jurisdiction?

The Bankruptcy Court gave permission
to a court of competent jurisdiction even
outlined the expectations to include
Conditions Precedent Article XII 13.3

The VT Department of Labor declared Barthlett's May 14, 2001 termination a wrongful discharged, and also assisted to file a complaint against Kmart, for the several wrongs done to her through EEOC.

Barthlett believes that she had a Category "A" Charge & Charge(s) that falls within the National or Local enforcement plan.

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For my continued protection, I am supported by the Confirmation Order and Plan. I survived the Effective Date and my status is not affected. (even though I am prepetition claimholder it seems).

My then Attorney called a stay on me I sort for another then others none helped me. Even though I got referrals for EEOC lawyers, VT Bar referrals, VT Telephone Director

This Clinker has helped me. "The failure of the Debtors to exercise any of the foregoing rights shall not be deemed a waiver of any other rights and each such right shall be deemed an on-going right, which may be asserted at any time.

You will see later how the District Court has gone against my right to assert.
Retention of Jurisdiction

Notwithstanding, any contained herein to the contrary, the Bankruptcy Court retains exclusive jurisdiction to hear and determine disputes concerning retained actions and Trust claims and any motions to compromise or settle such disputes. Despite the foregoing, if the Bankruptcy Court is determined not to have jurisdiction with respect to the foregoing, or if the Reorganized Debtors or the Trustee on behalf of Kmart Creditors Trust chooses to pursue any retained action or Trust claim (as applicable) in another court of competent jurisdiction, The Reorganized Debtors or the Trustee (as applicable) will have authority to bring such action in any other court of competent jurisdiction.

I am a secured claimholder against Kmart.

Kmart Corporation (Michigan) 02-02474
("Kmart") Article 1.5 Bar date for
Pre petition Claims July 31, 2002. I Signed 7-18-02
Certain personal injury related Claims
January 22, 2003

Article 1 1.25

Chapter 11 Cases means the Chapter 11 Cases of the Debtors pending in the Bankruptcy Court and being jointly administered with one another under case No. 02-02474 and the phrase "Chapter 11 Cases" when used is referenced to a particular Debtor shall mean the particular case under Chapter 11 of the Bankruptcy Code commenced by such Debtor in the Bankruptcy Court.

Article 1 1.62 "Existing Common stocks" shares of common stocks of Kmart that are authorized, issued and outstanding prior to the effective date need to be looked at.

1.94 "Kmart Creditor Trust means a Trust created pursuant to Article 11.3 of this Plan.

1.113 "Persons" means an individual, corporation, partnership, joint venture, association, joint stock company, limited liability partnership, Trust, estate, unincorporated organization, governmental unit (as defined in section 101(27) of the Bankruptcy Code) or other entity.

Article 111 3.1 Class 1 consist of separate subclasses for all secured claims that may exist against a particular Debtor.

3.3 Class 3 Class 3 consist of all Prepetition Lender claims. This class is applicable only to the Chapter 11 Cases of the following Debtors et. al.

Provision For Treatment of claims and Interest

The treatment of claims and interest as provided in this Article V represents a compromise and full and final settlement, pursuant to section 1123 (b)(3) of the Bankruptcy Code and Bankruptcy Rule 9019 of the Various

claims and interest of parties in the Chapter 11
cases including such claims relating to guaran-
tees by certain affiliate Debtors of Kmart's
Obligations under the prepetition Credit
Agreement and issues related to the substan-
sive Consolidation of the Debtors as Contemplated
by this Plan, but solely for the purpose of the
Plan.

Exhibits for Review are as follows

- Exhibit B. Form of Articles of Incorporation
and By-Laws of New Operating Company.
 - Exhibit C. Form of Certificate of
Incorporation and By-laws of other Reorganized Debtors
 - Exhibit D-1. Existing Financing Facility
Commitment Letter
 - Exhibit D-2. Exit Financing Facility Agreement
 - Exhibit E. Investment Agreement
 - Exhibit F. Intentionally Omitted
 - Exhibit G. Form of Registration Rights Agreement
 - Exhibit H. Restructuring Transaction Notice
 - Exhibit I. Corporate Structure of Reorganization Debtors
 - Exhibit J-1. Trade Vendors Lien Program Term Sheet
 - Exhibit J-2. Trade Vendors Lien Program Documents
 - Exhibit K. Form of Kmart Creditor Trust Agreement
 - Exhibit L-1. List of Rejected Intercompany
unexpired leases
 - Exhibit M. Administrative Claim Request Form
- Please understand what is shown
and outlined and call to your review.
Case No. 02-02474 jointly Administered Chapter 11
Honorable Susan Pierson Sonderby finding of
facts, conclusions of Law, and Order under

Under 11 U.S.C. §§ 1129(a) and (b) and Fed R Bankr. P. 3020 confirming the first Amended Joint Plan of Reorganization of Kmart Corporation and its Affiliated Debtors and Debtors-in-Possession, as Modified. (Docket No. 8386) (the "Original Plan").

This Confirmation Order is and shall be deemed a separate Confirmation Order with respect to each of the Debtors in each Debtor's separate Chapter 11 cases for all purposes. The Clerk of the Court is directed to file and docket this Confirmation Order in the Chapter 11 Cases of each of the Debtors.

Notice regarding (A) Entry of Order Confirming the first Amended Joint Plan of Reorganization of Kmart Corporation and its Affiliated Debtors and Debtors-in-Possession, (B) Occurrence of Effective Date and (C) Notice of the Administrative Bar Date

1. Confirmation of the Plan. In April, 2003, the United States Bankruptcy Court for the Northern District of Illinois, Eastern Division (the "Bankruptcy Court") entered an order (the "Confirmation Order") confirming the First Amendment Joint Plan of Reorganization of Kmart Corporation and its Affiliated Debtors and Debtors-in-Possession, as modified, dated February 25, 2003 (the "Plan"), in the Chapter 11 Cases of the above-captioned debtors and debtors-in-possession (collectively the "Debtors"). Unless otherwise defined in this Notice, capitalized terms and phrases used herein have the meanings given to them in the Plan and the Confirmation Order.

The Bankruptcy Court used March 26, 2002 which established the July 31, 2002 Bar Date "and in which I personally filed my proof of Claim". The Order entered by the Bankruptcy Court on December 19, 2002 established a supplemental Bar Date for the January 22, 2003. (allowing other claims to enter it also seems).

1. 114 "Petition Date" means January 22 2002 The date on which Debtors filed their petitions for relief in the Bankruptcy Court and on that same date commenced the Chapter 11 cases. The Petition Date then is the same supplemental Bar Date the same Bar Date allowing other claims the January 22, 2003 date

Something added to make up for the lack or deficiency, or to add as serving as a substitute — Supplemental Bar Date, thus the 02-802474 Case Number was implemented to carry, bear the weight of, to keep from falling, bear the pressure, To give courage, faith or confidence called the separation Confirmation Order and Plan was put in place for the Chapter 11 cases and also shown as Exhibit B ^{Jointly Admin -} _{Chap 11} Case No. 02-802474.

1. 115 "Plan" means this Joint plan of reorganization for the resolution of outstanding Claims and Interest in the Chapter 11 Cases, as herein proposed by the Debtors, including all supplements, appendices and schedules hereto, either in their present form or as the same may be further altered, amended or modified from time to time in accordance with the Bankruptcy Code and Bankruptcy Rules.

Under Exhibit A Claim no. 02-02474 Dated February 25, 2003.
See Introduction page 1-3 was established Jointly Administered Chapter 11

Chapter 11 cases shall remain in full force and effect according to their terms to include request for compensation and reimbursement of expenses pursuant to Section 503(b) of the Bankruptcy Code. Chapter 11 Title 11 of the United States Code 11 U.S.C. Section 101 et seq. as amended (the "Bankruptcy Code") Kmart / Court operated to Bar the United States (Barthie) when she sort monetary damages for violation of the Americans with Disability Act, the Civil Rights Act, the Age Discrimination in Employment Act, breach of contract, wrongful discharge, and intentional infliction of emotional distress on May 14, 2001 the day of Barthie's termination, and on August 17, 2007 CV 2002-100 was ~~dis~~ charged. The address of both The District Court VI, and Kmart is misleading, and represents the intentions as seen in The Kmart Motion to dismiss and the quote of The District Court in reference to the Bankruptcy Court address. It seems that neither knows the exact position of the Court's location.

The District Court's Version of the address is United States Bankruptcy Code in the Northern District of Illinois (The "Bankruptcy Court"),

Kmart's Version is United States Bankruptcy Court of the Northern District of Illinois (The Bankruptcy Code) in its motion to dismiss.

It appears to have always been as stated United States Bankruptcy Court Northern District of Illinois Eastern Division.

In the care of the Honorable Susan Pairson Sonderby's care and keeping are the core proceeding brought to the front the Chapter 11 cases. So that when Kmart on

its quest for relief, was met head on with the February 25, 2003 Commencement to established the substituted special Confirmation Order. (To bear the pressure)

Article 1. 1.33 "Confirmation Order" means the order entered by the Bankruptcy Court confirming this Plan.

This special Plan is mine and set up for the Chapter 11 Claimholders who are now ready to settle and be satisfied. We seek our "Cure" my "Cure".

If per chance sick from our disabilities there is forgiveness offered for an allowance is there under Chapter 11. So if any Chapter 11 Case had forgotten by this grace given in this Statute we are covered.

Seeing for yourselves Bertha is still in the Court this time the Court of Appeals.

Here again The Presiding Judge Susan Pearson Sonderby over Chapter 11 Cases, she supported the Plan and Confirmation Order. She then covered from one person to the other and from one Geographical point to the other until all those protected by and through the Plan the oath is satisfied. We have the right to relief and to defend such further objection if any to the Claims.

For Our Confirmation Order shall be deemed a separate Confirmation Order with respect to each of the Debtors separate Chapter 11 Cases for all purpose the clerk of the Court is directed to file and docket this Confirmation Order in the Chapter 11 Cases of each of the Debtors.

This Court must move on and disavow some wrongs done to me defending my rights.

Bartlette committed no violation the point/s sort for Argument by Kmart is Clarified by the District Court's docket Entries proving my innocence that Kmart is wrong concerning my violation of the Automatic Stay provision and for this record I am Covered and has a secure claim in the Bankruptcy Court and it's recorded.

The District Court precluded Barthtte from pursuing her claims against Kmart in the future again the District Court decided the facts of my case all prior obligations and rights of the Parties were extinguished. The District Court incorrectly decided the facts of my case Accordingly, Barthtte cannot now pursue her claims in this court.

The attitude and actions of the District Court is the one barring me of my rights. The document clearly expresses that the plan are shall not be construed operate to bar the United States from pursuing any police or regulation against the court or Kmart to the extent from the Automatic stay provision of 11 U.S.C. Section 362 of the Bankruptcy Code Article 12.2 of the Plan and Article 12.11

It is then the right of defiance for the ^{Court} to join with Kmart to interfere. ~~Then~~ to reduced the commitment, Modify the intention, or even to attempted to discharge what has already made secure in the Plan for Barthtte / chapter 11 cases.

Listed for also the court the premise considered without an order it is unable to dismiss saying, Barthtte never filed a proof of claim.

Several improper acts have been done to me by the District Court, from the Annalysis used in the judgement issued to me from the District Court, "I find these words true". What was or or could have been commenced.

Accordingly, the Court hereby Orders Kmart Motion to dismiss is granted.

Behind my back without a trial Another wrong act covering the other.

The District Court then used claim Number 02-802474^{The original claim Docket No. 8384} as a genuine number.

This same Number used had already been deleted, and the District Court has caused the reclassified claim number 02-02474 to be hidden or some how disguised. Moved from ~~(B-14)~~ B-A-E⁰²⁻⁸⁰²⁴⁷⁴

Using the deleted claim number ~~02-802474~~ surley conveys the idea, not the facts that Bartlette never filed a proof of claim.

The District Court incorrectly decided the facts of my claim. It further Ordered that all of Bartlette's claims against Kmart are dismissed, and so the act of covering the other continues.

C.V. 2002-100 is also covered-up and gone on August 17, 2007.

The Kmart's Motion to Dismiss was denied by Court Order is the same Kmart's

Motion to dismiss used to dismiss all of Bartlette claims. Throwing therefore, not only Bartlette, but the United States out of The Virgin Islands District Court a very serious issue. I do not see competent jurisdiction. Here is where I make further petition for a rehearing on behalf of (Bartlette) United States.

Miscellaneous Provisions

15.1 Binding Effect. Upon the Effective Date, This Plan shall be binding upon and inure to the benefit of the Debtors, the Reorganized Debtors, all present and former Claimholders, all present and former Interest holders, other parties-in-interest and their respective heirs, successors, and assigns.

Retention of Jurisdiction

(C) To hear and determine and determine all disputes involving the existence, nature or scope of the Debtors' discharge relating to any liability arising out of the termination of employment or the termination of any employee or retiree benefit program, regardless of whether such termination occurred prior to or after the Effective Date.

Condition Precedent

(C) The Confirmation Order shall have been entered by the Bankruptcy Court and shall be a final Order. The Confirmation Date shall have occurred, and no request for revocation of the Confirmation Order under section 1144 of the Bankruptcy Code shall have been made, or, if made, shall remain pending.

Article 1 — Definitions, Rules of Interpretation, and Computation of Time

1.128 "Professionals" means those Persons retained in the Chapter 11 Cases by separate Bankruptcy Court Orders pursuant to sections 327 and 1103 of the Bankruptcy Code or otherwise; provided however that Professional does not include those Persons retained pursuant to the Ordinary Course Professionals Order.

124

This Court has exclusive jurisdiction to determine when the Plan complies with the applicable provision of the Bankruptcy Code and shall be confirmed.

Then Where exclusive jurisdiction, Venue, and core proceedings under 28 U.S.C. Section 157(b)(2) and 1334 (a). The Courts jurisdiction over the Chapter 11 Cases pursuant to 28 U.S.C. Section 1408 and 1409. Confirmation of the Plan is core proceeding under 28 U.S.C.

12.11 Injunction Subject to Article 12.10 of this Plan, The satisfaction, release, and discharge pursuant to this Article XII shall act as an injunction against any person commencing or continuing any action, employment of process, or act to collect, offset or recover any claim or caused of action satisfied, released or discharged under this Plan to the fullest extent authorized or provided by the Bankruptcy Code including without limitation, to the extent provided for or authorized by Section 524 and 1141 thereof.

All objections to confirmation of the Plan that have not been withdrawn, waived or settled, and all reservations of rights including therein, are overruled on the merits.

EOD APR 23 2003

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION**

In re:)	Case No. 02-B02474
)	Jointly Administered
KMART CORPORATION, et al.,)	Chapter 11
)	Hon. Susan Pierson Sonderby
)	
Debtors.)	

**FINDINGS OF FACT, CONCLUSIONS OF LAW, AND ORDER
UNDER 11 U.S.C. §§ 1129(a) AND (b) AND FED. R. BANKR.
P. 3020 CONFIRMING THE FIRST AMENDED JOINT PLAN OF
REORGANIZATION OF KMART CORPORATION AND ITS AFFILIATED
DEBTORS AND DEBTORS-IN-POSSESSION, AS MODIFIED**

This is to certify that the within and attached document is a full, true and correct copy of the original thereof as the same appears on file in the office of the Clerk of the United States Bankruptcy Court for the Northern District of Illinois.

KENNETH S. GARDNER
CLERK OF COURT

By _____
Deputy Clerk
Dated 15 MAY 2003

10827

Upon the motion, dated February 11, 2003 (the "Motion"), of Kmart Corporation ("Kmart") and certain of its subsidiaries and affiliates (the "Affiliate Debtors"),¹ debtors and debtors-in-possession in the above-captioned cases (collectively, the "Debtors"), for the entry of an order approving the Debtors' Disclosure Statement (as defined below); determining the treatment of certain claims for notice and voting purposes; establishing a record date for voting and solicitation purposes and procedures for filing objections to the First Amended Joint Plan of Reorganization of Kmart Corporation and its Affiliated Debtors and Debtors-in-Possession (Docket No. 8384) (the "Original Plan")² and temporary allowance of claims for

¹ The Debtors are the following entities: Kmart Corporation, Kmart Corporation of Illinois, Inc., Kmart of Indiana, Kmart of Pennsylvania LP, Kmart of North Carolina LLC, Kmart of Texas LP, Bluelight.com LLC, Big Beaver of Florida Development LLC, The Coolidge Group, n/k/a, TC Group I LLC, Kmart Michigan Property Services, L.L.C., Kmart Financing I, Troy CMBS Property, L.L.C., Big Beaver Development Corporation, Big Beaver of Guaynabo Development Corporation, Kmart International Services, Inc., Big Beaver of Caguas Development Corporation, Bluelight.com, Inc., Kmart Holdings, Inc., Kmart of Amsterdam, NY Distribution Center, Inc., Kmart Stores of Indiana, Inc., f/k/a Kmart Logistics Services, Inc., Kmart of Michigan, Inc., Kmart Stores of TCNP, Inc., f/k/a Kmart Trading Services, Inc., Kmart Overseas Corporation, JAF, Inc., VTA, Inc., Big Beaver of Caguas Development Corporation II, Big Beaver of Carolina Development Corporation, Kmart Pharmacia, Inc., Builders Square, Inc., and Sourcing & Technical Services Inc.

² Unless otherwise defined, capitalized terms used herein shall have the meanings ascribed to them in the Original Plan. Any term used in the Original Plan or this order (the "Confirmation Order") that is not defined in the Original Plan or this Confirmation Order, but that is used in the United
(continued...)

Exhibit B

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION**

In re:)	Case No. 02-B02474
)	(Jointly Administered)
KMART CORPORATION, et al.)	Chapter 11
)	Hon. Susan Pierson Sonderby
)	
Debtors.)	

**NOTICE REGARDING (A) ENTRY OF ORDER CONFIRMING
THE FIRST AMENDED JOINT PLAN OF REORGANIZATION
OF KMART CORPORATION AND ITS AFFILIATED DEBTORS
AND DEBTORS-IN-POSSESSION, (B) OCCURRENCE OF EFFECTIVE
DATE AND (C) NOTICE OF THE ADMINISTRATIVE BAR DATE**

1. **Confirmation of the Plan.** On April __, 2003, the United States Bankruptcy Court for the Northern District of Illinois, Eastern Division (the "Bankruptcy Court") entered an order (the "Confirmation Order") confirming the First Amended Joint Plan of Reorganization of Kmart Corporation and Its Affiliated Debtors and Debtors-in-Possession, as modified, dated February 25, 2003 (the "Plan"), in the chapter 11 cases of the above-captioned debtors and debtors-in-possession (collectively, the "Debtors"). Unless otherwise defined in this Notice, capitalized terms and phrases used herein have the meanings given to them in the Plan and the Confirmation Order.

? The
Plan
Debtors
must
be Capitalized

2. **Discharge of Claims and Termination of Interests.** Pursuant to section 1141(d) of the Bankruptcy Code, except as otherwise specifically provided in the Plan or in the Confirmation Order, the distributions and rights that are provided in the Plan shall be in complete satisfaction, discharge, and release, effective as of the Confirmation Date (but subject to the occurrence of the Effective Date), of Claims and Causes of Action, whether known or unknown, against, liabilities of, liens on, obligations of, rights against, and Interests in the Debtors or any of their assets or properties, regardless of whether any property shall have been distributed or retained pursuant to the Plan on account of such Claims, rights, and Interests, including, but not limited to, Claims and Interests that arose before the Confirmation Date, any liability (including withdrawal liability) to the extent such Claims relate to services performed by employees of the Debtors prior to the Petition Date and that arise from employment or a termination of any employee or retiree benefit

IN THE DISTRICT COURT OF THE VIRGIN ISLANDS

DIVISION OF ST. THOMAS AND ST. JOHN

Heese Bartlette

HEESE BARTLETTE,

Plaintiff

vs.

KMART CORPORATION,

Defendant

CIVIL NO. 2002-100, 19

ACTION FOR DAMAGES, BREACH
OF CONTRACT, DISCRIMINATION
AND WRONGFUL DISCHARGE

TO: Kmart Corporation, DEFENDANT
3100 West Big Beaver Road, Troy, MI 48084

Within the time limited by law (see note below) you are hereby required to appear before this Court and answer to a complaint filed against you in this action and in case of your failure to appear or answer, judgment by default will be taken against you as demanded in the complaint, for

Witness my hand and the Seal of this Court this 28th day of May 2002

WILFREDO MORALES

Clerk of the Court

Archie Jennings
Archie Jennings, Esq.

Attorney for Plaintiff

By: *Claudette R. Pomeroy*

Deputy Clerk

Address: P.O. Box 442, St. Thomas, VI 00804

NOTE: The defendant, if served personally, is required to file his answer or other defense with the Clerk of this Court, and to serve a copy thereof upon the plaintiff's attorney within twenty (20) days after service of this summons, excluding the date of service. The defendant, if served by publication or by personal service outside of the jurisdiction, is required to file his answer or other defense with the Clerk of this Court, and to serve a copy thereof upon the attorney for the plaintiff within thirty (30) days after the completion of the period of publication or personal service outside of the jurisdiction.

IN THE DISTRICT COURT OF THE VIRGIN ISLANDS
DIVISION OF ST. THOMAS AND ST. JOHN

ILEASE BARTLETTE,

Plaintiff,

vs.

KMART CORPORATION,

Defendant

CIVIL NO.

ACTION FOR DAMAGES,
BREACH OF CONTRACT
DISCRIMINATION, AND WRONGFUL
DISCHARGE

JURY TRIAL DEMANDED

CERTIFIED A TRUE COPY THIS

DAY OF

November 2007

WILFREDO W. MORALES
CLERK OF THE COURT

DEPUTY

COMPLAINT

COMES NOW the Plaintiff, ILEASE BARTLETTE, and for her complaint against

Defendant states as follows:

1. This a civil action for damages to redress the deprivation of rights secured to Plaintiff by Title VII of the Civil Rights Act including Title 42 U.S.C section 2000e et seq. and section 12101 et seq., as well as those rights secured under 42 U.S.C. section 1981 for redress of a violation of an individual's civil rights and Title 29 U.S.C. 621 et seq. for age discrimination. Further, this action is for the contract and tort claims of the Plaintiff.

2. This Court has jurisdiction of this action pursuant to Title 28 U.S. Code section 1331 for all the federal violations of the federal laws, including but not limited to those involving civil rights action arising under the equal employment acts of the United States Codes and ancillary jurisdiction for all the contract, tort and violations of the Virgin Islands laws.

3. Plaintiff is a black female over the age of 40 with a mental disability. She

is a citizen of the United States and a citizen and resident of St. Thomas, U.S. Virgin Islands.

4. Plaintiff was employed by the Defendant, Kmart Corporation, at the time of her termination worked as a cashier.

5. Defendant upon information and belief is a corporation that was incorporated in the State of Michigan and that it operates on an interstate basis. Further, it is believed that it employs over more than 500 employees and operates its business through interstate commerce on a regular basis.

FACTUAL STATEMENT

6. The Plaintiff was at all times relevant to this complaint, an employee of the Defendant in St. Thomas, U.S. Virgin Islands, and was employed at the Tutu Mall location and performed various tasks throughout her tenure with the Defendant.

7. As an employee of said business, Plaintiff was acting in good faith and performed as well as she could in said positions and assignments given to her. Plaintiff was unable to perform under a new system related to her cashier position and ~~was constantly harassed and was eventually discharged for reasons of non-~~ performance of her duties and after she informed her employer that she was disabled and requested an accommodation by performing other job functions that she had previously performed other than her assigned job functions.

8. The Plaintiff was harassed and treated differently than specifically other