

white employees and/or non-disabled persons employed by Defendant.

9. The Defendant was well aware and had been specifically informed of her mental disability, but took no actions to address the issue of accommodation raised by the Plaintiff or attempt to resolve the matter or issues.

10. Upon information and belief, the Plaintiff believes she was wrongfully discharged due to her color, age and disability.

11. The Plaintiff was discharged without any warning or reprimand for any poor job performance and she was discharged despite the fact that the Defendant was requested to accommodate her disability.

12. After her termination, the Plaintiff filed charges with the V.I. Department of Labor as the deferral agency for the Equal Employment Opportunity Commission and received a Right To Sue Letter from the Equal Employment Opportunity Commission.

13. Plaintiff states that Defendant's action were willful and intentional and done with the intention to deprive Plaintiff of her legal rights.

14. As the proximate result, the Plaintiff has been injured in loss of income and benefits and other economic damages as the result of the actions of the Defendant

COUNT I

EMPLOYMENT DISCRIMINATION

15. Plaintiff restates and realleges paragraphs 1 through 14 of said complaint as if fully set forth herein.

16. The actions of Defendant in treating Plaintiff differently in terms, conditions and benefits than other white employees of equal stature and responsibility in violation of Title 42 U.S.C. Sections 2000e et seq.

17. As a proximate result of said actions of Defendant, the Plaintiff has suffered a loss of income, emotional distress, and humiliation which entitles her to actual, general, compensatory, and punitive damages all within the jurisdictional limits of this court.

COUNT II

VIOLATION OF AMERICAN WITH DISABILITIES ACT

18. Plaintiff restates and realleges paragraphs 1 through 17 of said complaint as if fully set forth herein.

19. The actions of Defendant in treating Plaintiff differently in terms, conditions and benefits than other non-disabled employees of equal stature and responsibility in violation of Title 42 U.S.C. Sections 12101 et seq.

20. As a proximate result of said actions of Defendant, the Plaintiff has suffered a loss of income, emotional distress, and humiliation which entitles her to actual, general, compensatory, and punitive damages all within the jurisdictional limits of this court.

COUNT III

VIOLATION OF CIVIL RIGHTS ACT

21. Plaintiff restates and incorporates the allegations set forth in 1 through 20

of this complaint as if fully set forth herein.

22. That the actions of Defendant are in violation of the laws under Title 42 U.S.C., Section 1981.

23. Defendant by and through their employees, agents, and/or representatives, have knowingly in pursuance of a common plan or design, through their conduct, deprived Plaintiff of her statutory and contractual rights as white persons are afforded; thereby substantially denying her rights to freedom of contract and equal protection under the law and her right to equal employment.

24. That as a result of Defendant's concerted and unlawful actions, Defendant has deprived Plaintiff of her right to equal protection of the laws and have impeded the due course of justice, in violation of the fifth and fourteenth amendments of the Constitution of the United States as applied to the Virgin Islands pursuant to 48 U.S.C., Section 1561 and Plaintiff has suffered damages as a result of said unlawful acts or omissions.

COUNT IV

VIOLATION OF THE AGE DISCRIMINATION ACT

25. Plaintiff restates and incorporates the allegations set forth in 1 through 24 of this complaint as if fully set forth herein.

26. That the actions of Defendant are in violation of the laws under Title 29 U.S.C., Section 621 et seq.

27. Defendant by and through their employees, agents, and/or representatives, have knowingly in pursuance of a common plan or design, through their conduct, deprived Plaintiff of her statutory and contractual rights as white persons are afforded; thereby substantially denying her rights to freedom of contract and equal protection under the law and her right to equal employment.

28. That as a result of Defendant's concerted and unlawful actions, Defendant has deprived Plaintiff of her right to equal protection of the laws in violation of the laws that protect those who are treated differently in employment due to her age and as a proximate result the Plaintiff has been damaged thereby.

COUNT V

BREACH OF CONTRACT AND THE COVENANTS OF GOOD FAITH AND FAIR DEALING IN EMPLOYMENT

29. Plaintiff restates and realleges the paragraphs 1 through 28 of said complaint as if fully set forth herein.

30. The actions of Defendant is clearly a breach of the covenant of good faith and fair dealing, as well as a breach of the handbook obligations that form the basis of a contract between the Plaintiff and the employer, under which the Plaintiff is direct party of said agreement.

31. The Plaintiff should receive all contract damages and losses including, but not limited to consequential damages for breach of the contract by Defendant.

COUNT VI

WRONGFUL DISCHARGE

32. Plaintiff hereby restates and realleges paragraph 1 through 31 above as if fully set forth herein.

33. The action of Defendant was in direct contravention to the laws of the Virgin Islands relative to the basis for a discharge under law and has subjected Plaintiff to an unlawful discharge as determined by law.

34. The actions of Defendant, were outrageous, malicious, reckless and done with evil motive and/or without any regard for rights of the Plaintiff.

35. By reason of the allegations set forth above and the outrageous nature of Plaintiff's conduct due to the Defendant's willful violation of the statute and law of the Virgin Islands, punitive damages should be imposed to deter the Defendant from such actions in the future.

COUNT VII

INTENTIONAL INFLICTION OF EMOTIONAL DISTRESS

36. Plaintiff hereby restates and realleges paragraph 1 through 35 above as if fully set forth herein.

37. The actions of Defendant was reckless and in total disregard of the federal laws and the laws of the Virgin Islands relative to the basis for a discharge under law and has subjected Plaintiff to emotional distress as a result thereby.

38. As the result of said actions of Defendant, the Plaintiff has been injured thereby, and the acts and conduct of the Defendant were outrageous, malicious, reckless and done with evil motive and/or without any regard for rights of the Plaintiff.

39. By reason of the allegations set forth above and the reckless and outrageous nature of Plaintiff's conduct due to the Defendant's willful violation of the statutes and laws of the Virgin Islands, punitive damages should be imposed to deter the Defendant from such actions in the future.

WHEREFORE, Plaintiff demands judgment against Defendant as follows:

A. That this Court declare the actions Defendant engaged in were unlawful employment practices.

B. That this court enjoin Defendant from continuing to engage in said unlawful employment practices against Plaintiff and place her in her proper position as her white counterpart or persons without a disability would have been placed for the same or similar position


C. Award Plaintiff her actual and compensatory damages for loss of wages and other compensatory damages for the injuries suffered by Plaintiff.

D. Award Plaintiff punitive damages within the jurisdictional limits of the federal statute and within the limits of this court.

E. That the Defendant be ordered to pay reasonable attorney's fees in accordance with Title 42 U.S.C. Section 1988.

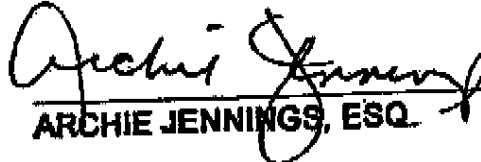
F. That the Court grant such further and other relief as this court may deem
just and proper.

DATED: 5/28/72


ARCHIE JENNINGS, ESQ.
Attorney for Plaintiff
P.O. Box 442
St. Thomas, VI 00804
Telephone: (340) 776-1577

JURY TRIAL DEMANDED

Pursuant to Rule 38 (b) Federal Rules of Civil Procedure, Plaintiff hereby
requests trial by jury of all issues triable by jury.


ARCHIE JENNINGS, ESQ.

D:\228\case comp

VERIFICATION

TERRITORY OF THE VIRGIN ISLANDS)
DIVISION OF ST. THOMAS & ST. JOHN) ss:

I, ILEASE BARTLETTE, have read the foregoing Complaint and state that the matters set forth herein are true and accurate to the best of my recollection and knowledge.

Ileaze Bartlette
ILEASE BARTLETTE

SWORN AND SUBSCRIBED before me this 21st day of MAY, 2002.

Archie Jones
NOTARY PUBLIC

MY COMMISSION EXPIRES:
December 21, 2002
LNP-07-02

Thase Barthite

Thase Barthite

P. O. Box 7095
St. Thomas, US VI

No 07-3716

Panel Petition for Rehearing

Thase Barthite Appellant

V.S.

Kmart Corporation, ET AL.,

Submitted to 3d Circuit L.A. R
on June 18, 2008

Before: Rendell, Fuentes & Chagares,

Circuit Judges.

Number 07-3716

This request seeks rehearing from the panel of Judges to review the opinion that in form appears to have been influenced to produce its judgement. A secure claimholder remains secured even from the denial of the District Court St. Thomas, V.I. A few points of clarification is included for better understanding within this my petition for panel rehearing. It appeared that this Court affirmed the District Court's statement/s even though I had done no violation. Guided by those statements Very Well may have shopped the opinion during its decision making process and therefore misled into error. Now let us see another way to deal with lies. We will apply truth, for truth is an expositor of lies.

Let us view the District Court's docket entries. you will see some things Very Well may have overbooked May 28, 02. Three firm statements were presented forming part of said Court's Docket Entries.

1. Summons issued to Kmart's corporation
(could that be the erraced returned receipt card found in said Court file that I tried foul play)
2. Filing fee paid \$50.00
3. Complaint w/jury trial demanded

These following entries give another account
06/07/2002

1. Notice of Bankruptcy filing and automatic stay
by the defendant ah! ah! ah!

06/18/2002

Summons ret'd executed 6-3-02 on Kmart Corporation eod 06-19-02 [LBT]

ooooo Nothing shows Activity here ooooo
Therefore I respected the stay issued
02/24/06

Request for trial date

The District Court granted Kmart's Motion to dismiss These Bartlett's Action upon determining that its commencement violated the automatic stay provision in the Bankruptcy Code See 11 USC § 362 (a)(1) you promise to affirm. The Parading of said document was denied upon entry by a Court order. The entry date 04-25-2006 The denial date {Entry Date 10/10/2006 by (CVB)} (The funny thing) or in more legal terms the illegal thing continues to parade the District Court, Bartlette and now this Court, still being active and very much full of energy that it causes many concerns and confusion. Even this Court bent from its energy. However, Bartlette is still a secured claimholder. Who was it from said energy labled Chapter 11 Cases or secure claimholders not precedential?

Procted claim became unprocted not yet received any relief. I am happy that this said Court has jurisdiction to now protect The secured claimholders. Thats why I entered my appeal.

The Confirmation Order and Plan said there should be no objections setoff etc. I affirm it has become my lat, and when concerns come Judge Susan Pierson Sanderby's Order gives me the right to defend for she has given strength to me.

Rules of the Court are based on facts fairness and evidence and in the Court's search I trust you will find them so that it may change opinions to produce the next Opinions supporting the Judgement.

I am no lawyer only prose none of great importance. Discrepancies are seen, lies manifested. Keep your eyes on that Kmart motion to dismiss illegal document. you are going to review The following pages that would lead you to even a better understanding, I will let the record speak for itself enjoy, get angry, whatever, I will see what you will affirm. I call this my story humbly I say go right on.

The court decided Kmart's motion to dismiss Elise Bartlette plaintiff vs Kmart Corporation Defendant. It should read Elise Bartlette and for her claims Against Kmart Corporation Defendant. Denying me my federal rights and wrongful discharge on May 28, 2002, breach of contract and wrongful discharge. This action is to redress deprivation of rights.

On January 22, 2002 for relief under Chapter 11 Title 11 of the United States code 11 U.S.C. Section 101 et seq. as amended (The "Bankruptcy Code"), operate to bar United States (Bartlette) to the extent expected from the Automatic stay provision of 11 U.S.C. Section 362 of the Bankruptcy Code.

The Court decided the facts of my Case. Bartlette claim was discharged Interest shall be paid on over secured claims as provided for by 11 U.S.C. Section 506 (b) of The Bankruptcy Code. Accordingly, Bartlette's Claims are discharged. 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.

The District Court incorrectly decided the facts of my case Bartlette is precluded from pursuing her claims against Kmart in the future. 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, Bartlette cannot now pursue her claims in this Court.

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 regulation 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

It is then the right of defiance for the court to interfere by reducing the commitment, modifying the intention, or even attempting to discharge what has already made secure in the plan.

Listed for also the court to also the premise considered without an order it is unable to dismiss saying, Bartlette never filed a proof of claim. This Confirmation Order is and shall be deemed a separate Confirmation Order with respect to each of the Debtors in each

4
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. Bartlette Charge remain in full force and the Court must move on to discover other assurances.

From the analysis used in the Judgement "I find these words true". What was or could have been commenced.

Accordingly, the Court hereby orders Kmart's Motion to dismiss is granted.

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

The District Court use claim no 02-802474

as a genuine number.

This same number had already been deleted and now cause the reclassified claim number 02-02474 to be hidden or some how disguised.

It surely convey the idea not a fact that Bartlette never filed a proof of claim.

The Court has exclusive jurisdiction to determine when the plan complies with the applicable provisions of the Bankruptcy Code and shall be confirmed.

The District Court incorrectly decide 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 CV No. 2002-100 is also covered up and gone.

5

Dated July 18, 02 and signed. The Bar date was July 31, 02.

If per chance sick from my disability I could have been forgiven an allowance is there for me under Chapter 11. So if any Chapter 11 case had forgotten, by this grace given in this statute we are covered. Seeing for yourselves Barthe is still in the Court this time the Court of Appeals.

Then where exclusive jurisdiction, Venue, and Care proceedings under 28 U.S.C. Section 157 (b)(2) and 1334 (a). The Court jurisdiction over The Chapter 11 cases pursuant to 28 U.S.C. Section 1408 and 1409. Confirmation of the plan is a Care proceeding under 28 U.S.C.

The District Court incorrectly decided the facts of my case and before the Court our eyes and to my understanding it took the classified claim number 02-B02474 that was indeed reclassified 02-02474 under the 10th Omnibus Again removed to Exhibit E.

The presiding Judge Susan Pierson Sonderby over Chapter 11 cases, she supported the Plan and Confirmation Order. She then Covered from one person to the other and 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 order did not say Bartlette never filed a proof of claim. The order did not say the District Court must dismiss her claims, 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, 04.

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.

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.

This is to certify that I have Barthe
certify a copy of petition for Rehearing
with Judgement and Opinion
with Said Panel Judges at the US Court of Appeals
For the Third Circuit

21408 US Courthouse

601 Market Street

Philadelphia

E

Atty. Mical L. Morgan
Oglethorpe, Deakins, Nash, Smoak
and Stewart, LLC
The Tunic Building Suite 201
1336 Beltjen Rd
St. Thomas, VT 00802

Dated 6-18-08

CERTIFIED A TRUE COPY THIS

3/87 DAY OF October
WILFREDO F. MORALES
CLERK OF THE COURT

2007 District Court of the Virgin Islands
Division of St. Thomas and St. John
Civil Number 2002-100

BY Ron Borell
DEPUTY
I, Theresa Bartlett Pro se Vs. Kmart Corporation Defendant

Plaintiff makes a motion to forward CV. 2002-100 to trial
that the defendant motion for continuance be denied

Plaintiff, Theresa Bartlett Pro se is a disabled individual. She suffers from mental illness and has other medical conditions. I am humble seeking the Court to support me in this matter. Consider six years of extreme stress and the stressors that has not made my life any easier but multiply and multiply without mercy extreme unhappiness. It is time to move on leaving the ugly past and enter a brighter tomorrow.

I had call Atty. Chan's office on business and was told that he was on vacation and that he views his e-mail daily. Atty. Chan should have notified the Court of his planned vacation or the moment he knew his son was sick and would cause him to be away but he did not personal nor did he contact his office to notify the Court.

On June 12, 07 I received a notice for continuance through the Post Office unstamped also by the Court. In said information it states Atty. Chan will return to St. Thomas June 11, 07 and that he is impaired with this personal matter and to properly prepare for trial. Atty. Chan had six years like myself the difference is Atty. Chan had several cases before this one case. This is my first time pro se and never before a plaintiff.

The case before us is CV 2002-100 and I ask the Court to support forwarding it to trial.

2

I need to end my suffering with and by the Defendant Kmart. My desire is to lay down, pick and move on leaving the ugly past behind. I live daily in pain and I want my sorrows to cease. If nothing more is said it is my hope that atty. Chan understands and that the Court moves in favor forward CV. 2002-100 to trial on June 18, 07. The 16 we are asked to continue it puts wear and tear on my mental health, my finances and with the system change to e-mail you may as well say that I am faced with another hardship that I don't think u be fair to me in competing against the times we about to enter. Think about the matter it is alre over 6 years of stress and stressors. I have already sent out subpoenas that cost me another pretty good amount of cash and I am unemployed by no fa of mine. It was not too long ago atty. Chan was ab to close me out when he stated that I had cancer. During that time I was sick and suffered from un controlled elevated blood pressure, high cholesterol diabetes and those symptoms caused me among oth things to become extremely dizzy for months t prolong in this state could cause even a possi death. I am even now taking pills to control d dizziness to carry me through. I implore the C to look at me as a human being and bring t an end this reality call pressure from the defenda I need to move on with my life. I too have emur and know and feel compassionate towards the sick

CERTIFIED A TRUE COPY THIS

31st DAY OF Oct 2007

WILLIAM F. MORALES

CLERK OF THE COURT

BY: [Signature]

DEPUTY

3 I lived a life of 30 years plus years with mental illness to include other physical disabilities. My life has long been at a stand still. We need to bring to an end this long awaited trial as scheduled. I ask the court to consider my mental disability for to withstand trial I must be in fuller or better mental health at the time of trial. In terms of said mental health none knows what the future holds. In those facts I come asking the court to forward to trial CV-2002-100.

Kmart's motion to dismiss is a legal document covering an assignment Judge Barnard requested me to do from it I was educated and personally thanked him. It ^{was} for those reason stated I decided to stay with the Federal Court or our Federal District Court I offered an example telling him if I sent to the Bankrupt Court asking \$1200.00, the court could send me \$12.00 But, if the District Court asks \$1200.00 the obligation to return \$1200.00 is a must. Mentally ill individuals have choices too being mentally ill individual does not equate me to being a fool. The wisdom of the Judge agreed because it is the truth.

Mediation is not new to atty. Chan. Atty. Potter represented the firm at the Department of Labor I also recall him saying when he appeared for mediate that he had no information and no Authority and I received the silent treatment. Am I to endure that pain again for another 6 long years! God forbid Kmart through their attorneys have been wearing me out

1.6 a b... against an Anvil. The Anvil remain The hammer

21st October 2007
WILFREDO T. MORALES
CLERK OF THE COURT
BY: [Signature]

is gone. Taken into consideration all I have written, subpoenas already gone out, my health, the finance the continued stress and stressors, I respectfully approach the court requesting the scheduled trial set at 9.00. on June 18, 07 to move forward since subpoenas I already forwarded to testifiers that would become an stopped financial burden should they come and is no hearing at this late date considering Att Chan had already 6 long years and a schedule was given to him during our first status Conference during the month of February 13, It is Plaintiff These Bartlett, Prose makes a Motion that all parties involved in the mat of CV. 2002-100 to appear for trial on June 18, 07 at 9:00 a.m as scheduled and that Defendant's Motion for a continuance be denied.

CERTIFIED A TRUE COPY THIS

31/8 DAY OF 2007
WILFREDO F. MORALES
CLERK OF THE COURTBY: [Signature]
DEPUTY

These Bartlett 776-0579

AO88 (Rev. 12/06) Subpoena in a Civil Case

Issued by the
UNITED STATES DISTRICT COURT

Plaintiff Ilease Bartlette Pro Se DISTRICT OF St. Thomas and St. John

SUBPOENA IN A CIVIL CASE

V.

KMART CORPORATION DEFENDANT

Case Number:¹ 2002-100

TO: LEIGHMIN LU M.D.

DIVISION OF MENTAL HEALTH
FIRST FLOOR, BARBEL PLAZA SOUTH
ST. THOMAS, VI 00801

- ☐ YOU ARE COMMANDED to appear in the United States District court at the place, date, and time specified below to testify in the above case.

PLACE OF TESTIMONY	COURTROOM
DISTRICT COURT 5500 VETERANS DRIVE ST. THOMAS, VI 00802	DATE AND TIME 6-18-07 @ 9:00 am

- ☐ YOU ARE COMMANDED to appear at the place, date, and time specified below to testify at the taking of a deposition in the above case.

PLACE OF DEPOSITION	DATE AND TIME
Address as above	6-18 @ 9:00 am

- ☐ YOU ARE COMMANDED to produce and permit inspection and copying of the following documents or objects at the place, date, and time specified below (list documents or objects):

TESTIFY

PLACE	DATE AND TIME
Address as above	6-18-07 @ 9:00 am

- ☐ YOU ARE COMMANDED to permit inspection of the following premises at the date and time specified below.

PREMISES	DATE AND TIME
Address as above	6-18-07 @ 8:30 am

Any organization not a party to this suit that is subpoenaed for the taking of a deposition shall designate one or more officers, directors, or managing agents, or other persons who consent to testify on its behalf, and may set forth, for each person designated, the matters on which the person will testify. Federal Rules of Civil Procedure, 30(b)(6).

ISSUING OFFICER'S SIGNATURE AND TITLE (INDICATE IF ATTORNEY FOR PLAINTIFF OR DEFENDANT)	DATE
---	------

Plaintiff Ilease Bartlette Pro Se Ilease Bartlette 6-11-07

ISSUING OFFICER'S NAME, ADDRESS AND PHONE NUMBER

Ilease Bartlette Ross Estate 10-C 340-776-0579
St. Thomas, VI 00801

(See Rule 45, Federal Rules of Civil Procedure, Subdivisions (c), (d), and (e), on next page)

¹ If action is pending in district other than district of issuance, state district under case number.

AOSS (Rev. 12/06) Subpoena in a Civil Case

PROOF OF SERVICE

	DATE	PLACE
SERVED	6-11-07	Dist. of M. H.
SERVED ON (PRINT NAME)		MANNER OF SERVICE
LEIGHMIN LU M.D.		Hand Delivery
SERVED BY (PRINT NAME)		TITLE
Ileese Bartlette		Pro Se

DECLARATION OF SERVER

I declare under penalty of perjury under the laws of the United States of America that the foregoing information contained in the Proof of Service is true and correct.

Executed on 6-11-07
DATE

Ileese Bartlette
SIGNATURE OF SERVER
Ross Estate 10-c
P.O. Box 7095 St. Thomas, VI 00801
ADDRESS OF SERVER

Rule 45, Federal Rules of Civil Procedure, Subdivisions (c), (d), and (e), as amended on December 1, 2006:

(c) PROTECTION OF PERSONS SUBJECT TO SUBPOENAS.

(1) A party or an attorney responsible for the issuance and service of a subpoena shall take reasonable steps to avoid imposing undue burden or expense on a person subject to that subpoena. The court on behalf of which the subpoena was issued shall enforce this duty and impose upon the party or attorney in breach of this duty an appropriate sanction, which may include, but is not limited to, lost earnings and a reasonable attorney's fee.

(2) (A) A person commanded to produce and permit inspection, copying, testing, or sampling of designated electronically stored information, books, papers, documents or tangible things, or inspection of premises need not appear in person at the place of production or inspection unless commanded to appear for deposition, hearing or trial.

(B) Subject to paragraph (d)(2) of this rule, a person commanded to produce and permit inspection, copying, testing, or sampling may, within 14 days after service of the subpoena or before the time specified for compliance if such time is less than 14 days after service, serve upon the party or attorney designated in the subpoena written objection to producing any or all of the designated materials or inspection of the premises — or to producing electronically stored information in the form or forms requested. If objection is made, the party serving the subpoena shall not be entitled to inspect, copy, test, or sample the materials or inspect the premises except pursuant to an order of the court by which the subpoena was issued. If objection has been made, the party serving the subpoena may, upon notice to the person commanded to produce, move at any time for an order to compel the production, inspection, copying, testing, or sampling. Such an order to compel shall protect any person who is not a party or an officer of a party from significant expense resulting from the inspection, copying, testing, or sampling commanded.

(3) (A) On timely motion, the court by which a subpoena was issued shall quash or modify the subpoena if it

(i) fails to allow reasonable time for compliance;

(ii) requires a person who is not a party or an officer of a party to travel to a place more than 100 miles from the place where that person resides, is employed or regularly transacts business in person, except that, subject to the provisions of clause (c)(3)(B)(iii) of this rule, such a person may in order to attend trial be commanded to travel from any such place within the state in which the trial is held;

(iii) requires disclosure of privileged or other protected matter and no exception or waiver applies; or

(iv) subjects a person to undue burden.

(B) If a subpoena

(i) requires disclosure of a trade secret or other confidential research, development, or commercial information, or

(ii) requires disclosure of an unretained expert's opinion or information not describing specific events or occurrences in dispute and resulting from the expert's study made not at the request of any party, or

(iii) requires a person who is not a party or an officer of a party to incur substantial expense to travel more than 100 miles to attend trial, the court may, to protect a person subject

to or affected by the subpoena, quash or modify the subpoena or, if the party in whose behalf the subpoena is issued shows a substantial need for the testimony or material that cannot be otherwise met without undue hardship and assures that the person to whom the subpoena is addressed will be reasonably compensated, the court may order appearance or production only upon specified conditions.

(d) DUTIES IN RESPONDING TO SUBPOENA.

(1) (A) A person responding to a subpoena to produce documents shall produce them as they are kept in the usual course of business or shall organize and label them to correspond with the categories in the demand.

(B) If a subpoena does not specify the form or forms for producing electronically stored information, a person responding to a subpoena must produce the information in a form or forms in which the person ordinarily maintains it or in a form or forms that are reasonably usable.

(C) A person responding to a subpoena need not produce the same electronically stored information in more than one form.

(D) A person responding to a subpoena need not provide discovery of electronically stored information from sources that the person identifies as not reasonably accessible because of undue burden or cost. On motion to compel discovery or to quash, the person from whom discovery is sought must show that the information sought is not reasonably accessible because of undue burden or cost. If that showing is made, the court may nonetheless order discovery from such sources if the requesting party shows good cause, considering the limitations of Rule 26(b)(2)(C). The court may specify conditions for the discovery.

(2) (A) When information subject to a subpoena is withheld on a claim that it is privileged or subject to protection as trial-preparation materials, the claim shall be made expressly and shall be supported by a description of the nature of the documents, communications, or things not produced that is sufficient to enable the demanding party to contest the claim.

(B) If information is produced in response to a subpoena that is subject to a claim of privilege or of protection as trial-preparation material, the person making the claim may notify any party that received the information of the claim and the basis for it. After being notified, a party must promptly return, sequester, or destroy the specified information and any copies it has and may not use or disclose the information until the claim is resolved. A receiving party may promptly present the information to the court under seal for a determination of the claim. If the receiving party disclosed the information before being notified, it must take reasonable steps to retrieve it. The person who produced the information must preserve the information until the claim is resolved.

(e) CONTEMPT. Failure of any person without adequate excuse to obey a subpoena served upon that person may be deemed a contempt of the court from which the subpoena issued. An adequate cause for failure to obey exists when a subpoena purports to require a nonparty to attend or produce at a place not within the limits provided by clause (ii) of subparagraph (c)(3)(A).

CERTIFIED A TRUE COPY THIS
25th DAY OF October 20 07
WILFREDO F. MORALES
CLERK OF THE COURT
BY *[Signature]*
DEPUTY

Dated: 9-11-07

Theresa Bartlett

Havensight, St. Thomas, Virgin Islands, by certified U.S. Mail.

I, hereby certify that a copy of this within Notice of Appeal on Bennett Chen, Esq.,

Certificate of Service

Dated: 9-11-07

Theresa Bartlett
Ilesee Bartlette, Pro Se

Appeals the decision of this Honorable Court that was entered on August 17, 2007.

Comes Now, Ilesee Bartlette, Pro Se, hereby notify this Honorable Court that Plaintiff,

NOTICE OF APPEAL

ISLESEE BARTLETTE,
Plaintiff,
v.
KMART CORPORATION,
Defendant,

Civil No. 2002-100

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

Theresa Bartlett

Heuse Bartlette

APPEAL

**District Court of the Virgin Islands
District of the Virgin Islands (St. Thomas Division)
CIVIL DOCKET FOR CASE #: 3:02-cv-00100-CVG
Internal Use Only**

Bartlette, Heuse v. Kmart Corporation
Assigned to: Chief Judge Curtis V Gomez
Demand: \$0
Case in other court: 07-03716

Date Filed: 05/28/2002
Date Terminated: 08/24/2007
Jury Demand: Both
Nature of Suit: 442 Civil Rights: Jobs
Jurisdiction: Federal Question

Plaintiff

Heuse Bartlette

represented by **Heuse Bartlette**
P.O.Box 7095
St. Thomas, VI 00801
PRO SE

V.

Defendant

Kmart Corporation

represented by **Bennett Chan**
Dudley Clark & Chan
9720 Estate Thomas, Suite 1
St Thomas, VI 00802
340-776-7474
Fax: 340-7768044
Email: bchan@dudleylaw.com
LEAD ATTORNEY
ATTORNEY TO BE NOTICED

Micol L. Morgan
Ogletree, Deakins, Nash, Smoak &
Steward, LLC
The Tunick Building
1336 Beltjen Road, Suite 201
St Thomas, VI 00802
340-714-1232
Fax: 340-714-1245
Email:
micol.morgan@ogletreedeakins.com
LEAD ATTORNEY
ATTORNEY TO BE NOTICED

CERTIFIED A TRUE COPY THIS

9th
DAY OF *October* 20 *07*

WILFREDO T. MORALES
CLERK OF THE COURT

BY *Jim Brull*
DEPUTY

Date Filed	#	Docket Text

05/28/2002		(Court only) Jams Calendar Events (Entered: 05/28/2002)
05/28/2002	1	COMPLAINT w/Jury Trial Demanded eod 05/29/02 [CAB] (Entered: 05/28/2002)
05/28/2002	1	FILING FEE PAID \$50.00 Receipt No. 051264 eod 05/29/02 [CAB] (Entered: 05/28/2002)
05/28/2002	2	SUMMONS issued to Kmart Corporation eod 05/29/02 [CAB] (Entered: 05/28/2002)
06/07/2002	3	NOTICE of Bankruptcy filing and automatic stay by deft. eod 06/10/02 [CAB] (Entered: 06/07/2002)
06/18/2002	4	SUMMONS ret'd. execut'd. 6/3/02 on Kmart Corp. eod 06/19/02 [LBT] (Entered: 06/18/2002)
02/24/2006	5	REQUEST FOR trial date by Pltf. (Entered: 02/24/2006)
03/15/2006	6	NOTICE of motion by Deft. (Entered: 03/15/2006)
03/22/2006	7	MOTION to withdraw as counsel by Atty A. Jennings (Entered: 03/22/2006)
03/30/2006	8	NOTICE to the Court by Archie Jennings Esq. (Entered: 03/30/2006)
04/07/2006	9	ORDER (GWB)4/5/06 That Archie Jennings Esq. is hereby withdrawn as counsel for Pltf. Ilease Bartlette and it is further ORDERED that the case is stayed for 30 days from the date of this Order to all the Pltf to obtain new counsel (Entered: 04/07/2006)
04/25/2006	10	MOTION to dismiss by Deft (Entered: 04/25/2006)
04/27/2006	11	LETTER from Pltf. (Entered: 04/27/2006)
05/02/2006	12	REQUEST FOR extension of time by Pltf. (Entered: 05/02/2006)
05/05/2006	13	NOTICE to the Court by Atty A. Jennings (Entered: 05/05/2006)
05/09/2006	14	ORDER (GWB)5/8/06 That the motion is GRANTED; and it further ORDERED that the Pltf. shall engage successor counsel by June 15, 2006 failing which, the Pltf shall proceed pro se. (Entered: 05/09/2006)
06/15/2006	15	RESPONSE to Mag. Barnard's Order of 5/09/06 (Docket No. 14)Deft shall proceed Pro Se by DEft. (Entered: 06/15/2006)
06/15/2006	16	LETTER by Pltf (Entered: 06/15/2006)
07/12/2006	17	LETTER by Pltf. (Entered: 07/12/2006)
10/10/2006	18	ORDER (CVG)10/6/06 That K-mart's motion to dismiss is DENIED. (Entered: 10/10/2006)
01/29/2007	19	ORDER (GWB)That this matter is schedule for trial before Hon. Curtis V. Gomez at 9:00am on June 4, 2007. (Entered: 01/29/2007)
01/29/2007	20	ORDER (GWB)That this case is scheduled for a status conf. before the

		Hon. Geoffrey W. Barnard on Feb. 12, 2007 at 2:30 pm (Entered: 01/29/2007)
01/31/2007	21	ORDER (CVG)1/30/07 That the trial of Ilease Barlette V. Kmart Corp. is scheduled to begin promptly at 9:00 am on Monday June 18, 2007 and it is further Ordered that the parties shall file their proposed jury instructions in this matter no later than 5:00 pm on Tuesday June 12, 2007 . (Entered: 01/31/2007)
02/07/2007	22	NOTICE of motion by Deft. (Entered: 02/07/2007) ✓
02/12/2007	23	ORDER (GWB)that Plaintiff will respond to the motion to dismiss by March 15,2007.Status conference May 9,2007 at 2:00pm.Trial scheduled for June 18,2007.Argument on the motion to dismiss scheduled before Chief Judge Gomez on April 20,2007 at 9:00 am. (Entered: 02/12/2007)
02/23/2007	24	LETTER by Plft (Entered: 02/23/2007)
03/14/2007	25	RESPONSE by Plaintiff (Entered: 03/14/2007)
03/14/2007	26	LETTER by Plft (Entered: 03/14/2007)
04/02/2007	27	MOTION to deem conceded its motion to dismiss by Deft (Entered: 04/02/2007)
04/13/2007	28	MOTION for continuance by Plft (Entered: 04/13/2007)
05/09/2007	29	MOTION to dismiss answer by Ilease Bartlette (Entered: 05/09/2007)
05/17/2007	30	MOTION to dismiss by Kmart corporation Deft (Entered: 05/17/2007)
06/01/2007	31	MOTION for release of Information by Pltf (Entered: 06/01/2007)
06/06/2007	32	NOTICE of filing relevant case law in connection with K-mart corporation's motion to dismiss by Deft (Entered: 06/06/2007)
06/06/2007	33	MOTION for continuance by Deft (Entered: 06/06/2007)
06/06/2007	34	INSTRUCTION for employment claims under the americans with disabilities act by Pltf (Entered: 06/06/2007)
06/12/2007	35	SUBPOENA issued to Leighmin LU M.D. (Entered: 06/12/2007)
06/12/2007	36	SUBPOENA issued to Darrell George (Entered: 06/12/2007)
06/12/2007	37	SUBPOENA issued to Roxanne Satorie (Entered: 06/12/2007)
06/13/2007	38	PROPOSED JURY INSTRUCTIONS BY K-Mart corporation (Entered: 06/13/2007)
06/13/2007	39	MOTION for cotinuanace and for date certain by K-mart corp Deft (Entered: 06/13/2007)
06/13/2007	40	MOTION to forward 02-cv-100 to trial for Deft motion for continuance be denied by Pltf (Entered: 06/13/2007)
06/21/2007	41	MOTION Annual Tax Return from Kmart corp by Plaintiff Ilease

		Bartlette. (Correa, Joel) (Entered: 06/21/2007)
06/21/2007	42	MOTION to grant date certain acknowledges supplemental continuance by Plaintiff Ilease Bartlette. (Correa, Joel) (Entered: 06/21/2007)
06/21/2007	43	MOTION no further detours from K-mart concerning proposed jury instruction by Plaintiff Ilease Bartlette. (Correa, Joel) (Entered: 06/21/2007)
07/25/2007	44	Letter from Ilease Bartlette to Hon. Judge Curtis Gomez (Correa, Joel) (Entered: 07/26/2007)
07/25/2007	45	Letter from Ilease Bartlette to the Clerk of the Court. (Correa, Joel) (Entered: 07/26/2007)
08/13/2007	46	Letter by Ilease Bartlette (Correa, Joel) (Entered: 08/14/2007)
08/13/2007	47	MOTION to Compel Compliance by Plaintiff Ilease Bartlette. (Correa, Joel) (Entered: 08/14/2007)
08/13/2007	48	Letter from Ilease Bartlette (Correa, Joel) (Entered: 08/14/2007)
08/24/2007	49	JUDGMENT in favor of Kmart Corporation against Ilease Bartlette (CVG) dated 8/17/07 (Correa, Joel) (Entered: 08/24/2007)
09/11/2007	51	NOTICE OF APPEAL to the Third Circuit by Ilease Bartlette. Filing fee \$ 455. (KAB) Additional attachment(s) added on 9/13/2007 # 1 Judgment (Bonelli, Kim). (Entered: 09/13/2007)
09/12/2007	50	Letter from Ilease Bartlette (Attachments: # 1 envelope) (Correa, Joel) (Entered: 09/12/2007)
09/13/2007		(Court only) ***Set/Clear Flags (KAB) (Entered: 09/13/2007)
09/17/2007	52	MOTION for Reconsideration. (Attachments: # 1 IB-envelope# 2 Attachment#1# 3 Attachment#2# 4 Attachment#3# 5 Attachment#4# 6 Attachment#5# 7 Attachment#6# 8 Attachment#7# 9 Attachment#8# 10 Attachment#9# 11 Attachment#10# 12 Attachment#11# 13 Attachment#12) (Correa, Joel) (Entered: 09/17/2007)
09/20/2007	53	STIPULATION for Substitution of Counsel by Kmart Corporation. (Attachments: # 1) (Chan, Bennett) (Entered: 09/20/2007)
09/20/2007		Filing fee: \$ 455.00, receipt number 061933 (KAB) (Entered: 09/20/2007)
09/21/2007	54	ACK SHORT RECORD received & assigned USCA Case Number 07-3716 re 51 Notice of Appeal filed by Ilease Bartlette. (KAB) (Entered: 09/24/2007)
09/21/2007	55	Letter from Ilease Bartlette (KAB) (Entered: 09/24/2007)

120	MARINE	
130	MILLER ACT	
140	NEGOTIABLE INSTRUMENT	<input type="checkbox"/>
150	RECOVERY OF ENFORCEMENT & JUDGMENT	<input type="checkbox"/>
151	MEDICARE ACT	<input type="checkbox"/>
152	RECOVERY OF DEFAULTED STUDENT LOANS	<input type="checkbox"/>
153	RECOVERY OF OVERPAYMENT OF VETERANS BENEFITS	<input type="checkbox"/>
160	STOCKHOLDERS SUITS	<input type="checkbox"/>
190	OTHER CONTRACT	<input type="checkbox"/>
195	CONTRACT PRODUCT LIABILITY	<input type="checkbox"/>
REAL PROPERTY		
210	CONDEMNATION	<input type="checkbox"/>
220	FORECLOSURE	<input type="checkbox"/>
230	RENT LEASE & EJECTMENT	<input type="checkbox"/>
240	TORTS TO LAND	<input type="checkbox"/>
245	TORT PRODUCT	<input type="checkbox"/>

Number of items	Percentage of correct responses
10	65
20	70
30	75
40	78
50	80
60	82
70	83
80	84
90	85
100	85

(PLACE AN ☒ IN ONE BOX ONLY)

(PLACE AN ☐ IN ONE BOX ONLY)

COUNTY OR RESIDENCE OF FIRST LISTED PLAINTIFF _____

PLAINTIFFS

Steve Bartlett

CIVIL COVER SHEET

CU 900270

BARTLETTE, ILEASE v. KMART CORPORATION												
Case 02-02474 Doc 31952-8 Filed 04/30/09 Entered 05/06/09 12:50:53 Desc Document Continued Page 30 of 50												
DIST	OFF	DOCKET	YR. NMBR	ORIG	FILE DATE	NATURE OF SUIT	RULE	DEMAND	JUDGE	MAGISTRATE	COUNTY	JURY DEMAND?
0391	3	02 0100	1		05/28/2002	3 442	No	\$1,000s	9108	91BA	78030	Yes

CAUSE: CIVIL RIGHTS; Employment

PLAINTIFF BARTLETTE, ILEASE	DEFENDANT KMART CORPORATION
COUNSEL FOR PLAINTIFF ARCHIE JENNINGS, ESQ. LAW OFFICES OF ARCHIE JENNINGS WINDWARD PASSAGE HOTEL COURTYARD P.O. BOX 442 ST. THOMAS, VI 00804-0442 (340) 776-1577 for: BARTLETTE, ILEASE ILEASE BARTHLETT PO BOX 7095 ST THOMAS, VI 00801 for: BARTLETTE, ILEASE	COUNSEL FOR DEFENDANT

IN THE DISTRICT COURT OF THE VIRGIN ISLANDS

DIVISION OF ST. THOMAS AND ST. JOHN

ILEASE 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, 19

WILFREDO MORALES

Clerk of the Court

Archie Jennings, Esq.

Attorney for Plaintiff

By :

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. 2002-100

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

JURY TRIAL DEMANDED

CERTIFIED A TRUE COPY THIS

DAY OF

WILFREDO T. 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

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DISTRICT

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 repeatedly 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

white employees and/or non-disabled persons employed by Defendant.

9. The Defendant was well aware and had been specifically informed of her mental disability, but took no actions to address the issue of accommodation raised by the Plaintiff or attempt to resolve the matter or issues.

10. Upon information and belief, the Plaintiff believes she was wrongfully discharged due to her color, age and disability.

11. The Plaintiff was discharged without any warning or reprimand for any poor job performance and she was discharged despite the fact that the Defendant was requested to accommodate her disability.

12. After her termination, the Plaintiff filed charges with the V.I. Department of Labor as the deferral agency for the Equal Employment Opportunity Commission and received a Right To Sue Letter from the Equal Employment Opportunity Commission.

13. Plaintiff states that Defendant's action were willful and intentional and done with the intention to deprive Plaintiff of her legal rights.

14. As the proximate result, the Plaintiff has been injured in loss of income and benefits and other economic damages as the result of the actions of the
Defendant

COUNT I

EMPLOYMENT DISCRIMINATION

15. Plaintiff restates and realleges paragraphs 1 through 14 of said complaint as if fully set forth herein.

16. The actions of Defendant in treating Plaintiff differently in terms, conditions and benefits than other white employees of equal stature and responsibility in violation of Title 42 U.S.C. Sections 2000e et seq.

17. As a proximate result of said actions of Defendant, the Plaintiff has suffered a loss of income, emotional distress, and humiliation which entitles her to actual, general, compensatory, and punitive damages all within the jurisdictional limits of this court.

COUNT II

VIOLATION OF AMERICAN WITH DISABILITIES ACT

18. Plaintiff restates and realleges paragraphs 1 through 17 of said complaint as if fully set forth herein.

19. The actions of Defendant in treating Plaintiff differently in terms, conditions and benefits than other non-disabled employees of equal stature and responsibility in violation of Title 42 U.S.C. Sections 12101 et seq.

20. As a proximate result of said actions of Defendant, the Plaintiff has suffered a loss of income, emotional distress, and humiliation which entitles her to actual, general, compensatory, and punitive damages all within the jurisdictional limits of this court.

COUNT III

VIOLATION OF CIVIL RIGHTS ACT

21. Plaintiff restates and incorporates the allegations set forth in 1 through 20

of this complaint as if fully set forth herein.

22. That the actions of Defendant are in violation of the laws under Title 42 U.S.C., Section 1981.

23. Defendant by and through their employees, agents, and/or representatives, have knowingly in pursuance of a common plan or design, through their conduct, deprived Plaintiff of her statutory and contractual rights as white persons are afforded; thereby substantially denying her rights to freedom of contract and equal protection under the law and her right to equal employment.

24. That as a result of Defendant's concerted and unlawful actions, Defendant has deprived Plaintiff of her right to equal protection of the laws and have impeded the due course of justice, in violation of the fifth and fourteenth amendments of the Constitution of the United States as applied to the Virgin Islands pursuant to 48 U.S.C., Section 1561 and Plaintiff has suffered damages as a result of said unlawful acts or omissions.

COUNT IV

VIOLATION OF THE AGE DISCRIMINATION ACT

25. Plaintiff restates and incorporates the allegations set forth in 1 through 24 of this complaint as if fully set forth herein.

26. That the actions of Defendant are in violation of the laws under Title 29 U.S.C., Section 621 et seq.

27. Defendant by and through their employees, agents, and/or representatives, have knowingly in pursuance of a common plan or design, through their conduct, deprived Plaintiff of her statutory and contractual rights as white persons are afforded; thereby substantially denying her rights to freedom of contract and equal protection under the law and her right to equal employment.

28. That as a result of Defendant's concerted and unlawful actions, Defendant has deprived Plaintiff of her right to equal protection of the laws in violation of the laws that protect those who are treated differently in employment due to her age and as a proximate result the Plaintiff has been damaged thereby.

COUNT V

BREACH OF CONTRACT AND THE COVENANTS OF GOOD FAITH AND FAIR DEALING IN EMPLOYMENT

29. Plaintiff restates and realleges the paragraphs 1 through 28 of said complaint as if fully set forth herein.

30. The actions of Defendant is clearly a breach of the covenant of good faith and fair dealing, as well as a breach of the handbook obligations that form the basis of a contract between the Plaintiff and the employer, under which the Plaintiff is direct party of said agreement.

31. The Plaintiff should receive all contract damages and losses including, but not limited to consequential damages for breach of the contract by Defendant.

COUNT VI

WRONGFUL DISCHARGE

32. Plaintiff hereby restates and realleges paragraph 1 through 31 above as if fully set forth herein.

33. The action of Defendant was in direct contravention to the laws of the Virgin Islands relative to the basis for a discharge under law and has subjected Plaintiff to an unlawful discharge as determined by law.

34. The actions of Defendant, were outrageous, malicious, reckless and done with evil motive and/or without any regard for rights of the Plaintiff.

35. By reason of the allegations set forth above and the outrageous nature of Plaintiff's conduct due to the Defendant's willful violation of the statute and law of the Virgin Islands, punitive damages should be imposed to deter the Defendant from such actions in the future.

COUNT VII

INTENTIONAL INFLICTION OF EMOTIONAL DISTRESS

36. Plaintiff hereby restates and realleges paragraph 1 through 35 above as if fully set forth herein.

37. The actions of Defendant was reckless and in total disregard of the federal laws and the laws of the Virgin Islands relative to the basis for a discharge under law and has subjected Plaintiff to emotional distress as a result thereby.

38. As the result of said actions of Defendant, the Plaintiff has been injured thereby, and the acts and conduct of the Defendant were outrageous, malicious, reckless and done with evil motive and/or without any regard for rights of the Plaintiff.

39. By reason of the allegations set forth above and the reckless and outrageous nature of Plaintiff's conduct due to the Defendant's willful violation of the statutes and laws of the Virgin Islands, punitive damages should be imposed to deter the Defendant from such actions in the future.

WHEREFORE, Plaintiff demands judgment against Defendant as follows:

A. That this Court declare the actions Defendant engaged in were unlawful employment practices.

B. That this court enjoin Defendant from continuing to engage in said unlawful employment practices against Plaintiff and place her in her proper position as her white counterpart or persons without a disability would have been placed for the same or similar position

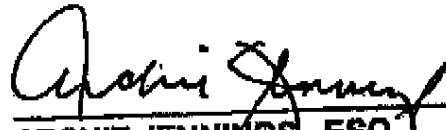
C. Award Plaintiff her actual and compensatory damages for loss of wages and other compensatory damages for the injuries suffered by Plaintiff.

D. Award Plaintiff punitive damages within the jurisdictional limits of the federal statute and within the limits of this court.

E. That the Defendant be ordered to pay reasonable attorney's fees in accordance with Title 42 U.S.C. Section 1988.

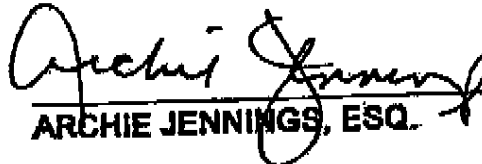
F. That the Court grant such further and other relief as this court may deem
just and proper.

DATED: 5/18/72


ARCHIE JENNINGS, ESQ.
Attorney for Plaintiff
P.O. Box 442
St. Thomas, VI 00804
Telephone: (340) 776-1577

JURY TRIAL DEMANDED

Pursuant to Rule 38 (b) Federal Rules of Civil Procedure, Plaintiff hereby
requests trial by jury of all issues triable by jury.


ARCHIE JENNINGS, ESQ.

DA22/20000 comp

VERIFICATION

TERRITORY OF THE VIRGIN ISLANDS)
DIVISION OF ST. THOMAS & ST. JOHN) ss:

I, ILEASE BARTLETTE, have read the foregoing Complaint and state that the
matters set forth herein are true and accurate to the best of my recollection and
knowledge.

Ileaze Bartlette
ILEASE BARTLETTE

SWORN AND SUBSCRIBED before me this 21 day of MAY, 2002.

Archie Jones
NOTARY PUBLIC

MY COMMISSION EXPIRES:
December 21, 2002
LNP-07-02

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

PLEASE BARTLETTE,)	CIVIL NO. 2002-100
)	
Plaintiff,)	ACTION FOR DAMAGES,
)	BREACH OF CONTRACT
vs.)	DISCRIMINATION, AND WRONGFUL
)	DISCHARGE
KMART CORPORATION,)	
)	
)	JURY TRIAL DEMANDED
Defendant.)	

AFFIDAVIT

TERRITORY OF THE VIRGIN ISLANDS)
DIVISION OF ST. THOMAS & ST. JOHN) ss:

I, Diane Matthew, being of lawful age and after first being duly sworn deposes and says that:

1. I am legal assistant to Attorney Archie Jennings.
2. I prepared and forwarded through the U.S. Postal Service certified mail return receipt the Summons and Complaint to Defendant, Kmart Corporation on May 29, 2002.
3. Defendant received a copy of the Summons and Complaint filed in this case on June 3, 2002, (see the attached return receipt).

AFFIANT FURTHER SAYETH NOT.

Diane Matthew
Diane Matthew

SWORN AND SUBSCRIBED before me this 14 day of June, 2002.

[Signature]
Notary Public

0098
EXP 9/22/02

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✓
In The District Court of the Virgin Islands
Document Continued Page 43 of 50

District of St. Thomas and St. John
Civil No. 2002-100

Elease Bartlette Plaintiff vs. Kmart Corporation Defendant

Elease Bartlette

Plaintiff is an individual with a qualified disability.

Defendant wrongfully terminated Plaintiff's employment and discriminated on May 14, 2001 against her.

Defendant still owes to Plaintiff her salary and benefits.

Defendant owes Plaintiff 8 hrs. of O.T. from August 1999.

Bankruptcy

Kmart's protection under chapter 11 A "Stay" offered

The action called forth gave rest to postpone or give a delay in legal action or proceeding.

Fred Violet, JR, J.D Administrative Law Judge Department of Labor sign on Feb. 7th, 2002 and ordered the "Stay".

CV No. 2002-100 remains firm where it was placed and is still there at the District Court St. Thomas VI, And is active again through court proceedings.

Case No. WD-152-2001-STT remains unsealed by Labor. Order was not granted to Dismissed. It lacks the name of The Law-giver, official position, title or right to rule, Territory. No Name, Position or Extent of jurisdiction only blank spaces yet to be dated and ~~sign~~ to be signed.

Civil Number 2002-100

Thelma Bartlette, Plaintiff vs. Kmart Corporation, Defendant
Order granted.

Plaintiff's request is to come to trial and end her many long years of sufferings caused by her wrongful discharge done to her by the Defendant Kmart Corporation. Plaintiff call upon the court to look favorable at the request join congressional leaders, consumers, mental health advocates and providers across the country herald the new law as one which will affect the lives of people with disabilities for decades to come.

Information

Here comes Thelma Bartlette, pro se and plaintiff, she states that she is a 61 year old woman having disabilities and that at the time of her employment with the Defendant Kmart Corporation, where she worked for 5½ years her disability was known or should have been known. However, she disclosed her disability/s in writing and Verbal forms and her file records carries the details. The Defendant through its General Manager, George Newton retaliated against her for writing her serious concerns to Corporate Headquarters. There at Store 3829, Her awful treatment allowed her no representation nobody cared and she states that she found no balm in Kmart 3829.

Door greeting was her first choice of work chosen. Customer service was second choice. Her work performance was excellent. Plaintiff earned Awards and rewards for outstanding work done from immediate supervisor lowest ranking through presidential ones still showing excellence.

Her character was marked excellence in that she never steal time, money, nor merchandise from The Defendant. Associates called her Miss Perfect.

Among the issues raised to include other things highlighted is employment discrimination, Violation of American with Disabilities Act, (ADA) Violation of Civil Rights Act, Violation of Age Discrimination Act, (ADEA) breach of contract, wrongful discharge and intentional infliction of emotional distress.

I am an American Citizen and supported by the above Acts that come to law. And call Title VII to use which prohibits employment discrimination based on race color religion sex or national origin. The Civil Rights Act of 1964 (Title VII)

The Age Discrimination in Employment Act of 1967 (ADEA), which protects individuals who are 40 years of age or older;

Title I of the American with Disabilities Act of 1990 (ADA), which prohibits employment discrimination against qualified individuals with disabilities in the private sector and in state and local governments;

Civil Rights Act of 1991 which provides monetary damages in cases of intentional employment discrimination.

The Equal Employment Opportunity Commission (EEOC) enforces all these laws. EEOC also provides oversight and coordination of all federal equal employment opportunity regulations, practices, and policies.

Equal Employment Opportunity Commission (EEOC)

Fair Employment Practice Agencies (FEPA)

Determination Based on EEOC or FEPA's

Relief may include hiring, reinstatement, promotion, reasonable accommodation, front pay, back pay, payments of attorneys' fees, or expert witness fees. Monetary compensation may also be awarded for actual damages also be awarded for actual or future monetary losses, or mental anguish. Monetary damages also may be awarded if an employer acted with "malice or reckless indifference".

Plaintiff has a qualified disability she made a request for an accommodation and was denied by the General Manager George Newton, who bellowed in her face there'll be no accommodation for you then asked Tracy to write up her separation papers. Again he gloated and a look of scorn emerged from his face. The 30 days probationary period he had just in the hour given to her it was not allowed to serve he changed it also to termination therefore he retaliated against her and during the said hour harassed her over the secret that only managers knew at the time. She requested training for the new program and again she was denied the knowledge to the 10 rings per minute that is definitely not 10 swipes but a program having three parts. Her breaks were also denied on a daily basis. Making her work as a cashier. As punishment The Health problems standing all day on the hard floor can't drink water or use the bathroom. (would be explained). Plaintiff's work became a torture and an involuntary servitude to a slave driver/s or Master/s -

Plaintiff's work performance showed dignity when she worked for Kmart at store 3829 she wants to maintain what she has left Kmart must never rob her of my total dignity.

Conclusion

"The Dept. of Labor has been advised that respondent Kmart has filed for bankruptcy pursuant to Title 11 of the U S Code, USBC, NDI Case No. 02-02474".

A "Stay" was ordered and could not be lifted until all its creditors are paid. The "Stay" delayed legal action or proceeding until the stay gets lifted. In other words Kmart took cover and resort to put in use its protection under Chapter 11. The action called forth offered a postponement or a delay in legal action or proceeding to be continued when the stay gets lifted.

In the meanwhile, Plaintiff's charge was and continues to stand firm in St. Thomas District Court having a CV Number 2002-100. To my knowledge no determination was made allowing said charge to be thrown out.

Plaintiff was not a creditor pursuing the Defendant her charge waited still in the District Court St. Thomas. The Defendant rested as she waited and got out sooner than later from Chapter 11. Plaintiff ask the Court to Bar Now Kmart Corporation Defendant from further Plays such as dismissal or any other delays before whatever Verdict is passed or given to me as settlement she can pursue ~~her~~ claim in this forum and will on 6-18-07.

Plaintiff respectfully submit her request and ask the Court that her order be granted.

Order

This matter is before the court and it is Plaintiff's contention that the Defendant Kmart Corporation should not be granted a dismissal. As her employer Kmart acted with "Malice or reckless indifference to her," Plaintiff is an individual with a qualified disability who had done nothing wrong to merit such treatment. Kmart therefore stands in violation of her civil Rights. Plaintiff seeks the protection offered to her from EEOC, ADA, & ADEA and the court. Grant now my charge to succeed sign and date where indicated for special attention and acceptance.

Ordered that Plaintiff's complaint is granted and further
Ordered That Defendant motion be denied / Dismissed
Ordered that a copy of this Order shall be sent to counsel
of record.

Dated: _____

Curtis V. Gómez, Chief Judge

ATTEST: Wilfred Morales
Clerk of the Court

By: _____
Deputy Clerk

Knort's Notice of Motion by Atty Bennett Chan

The date below is dated February 6, 2007
as the date served via certified mail, return receipt
requested, postage prepaid, as a copy of the Motion
to Dismissed on Ilease Bartlette, Pro se, the Plaintiff
herein.

I was served March 1, 2007 not by certified
mail, no return receipt requested no postage.

How important it is to all is that the document
was hand delivered to me and came from the
Supreme Court via Judge Kendall's office by Reney
a delivery person.

Judge Burnard gave me 30 days to respond
I was cheated of 15 days. I am pro se
and from now on I ask Knort through its
attorney's to apply the order stated, at least
\$6.00 to get home by taxi every day I go to
check or ask someone to do it for me.
Thanks for considering my circumstances.

CV# 2002-100

2007-9-11 12:20
STATION

Kmart's
Motion to
Dismiss Answer
by Ilase Bartlette

4-19-07 - 5-9-07