

Thase Bartlett

5-29-09

United States Bankruptcy Court
Northern District of Illinois
Eastern Division

Case Number: 02-02474

Case Name: Kmart

In re: Scheduled June 16, 2009 hearing.

Notice Minute Order

The next appointment with judge Susan Pierson Sonderby, takes place at 11:am on June 16, 2009. This hearing will be conducted Telephonically. There will be matters to review relating to Transcript of Proceeding from our former March 17, 2009 and my hope for Settlement before the Honorable Judge Sonderby will begin possible ends. The Place is Courtroom 642 judge Sonderby's Courtroom situated at the United States Courthouse, 219 South Dearborn St. Chicago, Illinois 60604. Thereto, I sent a copy of notice of said hearing to be conducted and to Mr. William J. Barrett (ARDC NO. 6206424) Barack, Ferrazzano, Kirschbaum, & Nagelberg LLP, 200 West Madison Street, Suite 3900 Chicago Illinois 60606. Both notices by Express mails and certified true copies, Dated May 29, 2009. were sent. By Thase Bartlett and certified a true copy of minute order was sent to The Bankruptcy Court and Mr. Barrett prepared on 5-29-09.

KENNETH S. GARDNER, CLERK
PS REP. - MEMO

FILED
UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF ILLINOIS
JUN - 1 2009

5-20-2009

Transcript Page 2 of 27
Answers

United States Bankruptcy Court
Northern District of Illinois
Eastern Division

Case Number: 02-2474

Case Name: Kmart

Minute Order

This Amicus hearing was done on Tuesday March 17, 2009 the scheduled time 11:00, and was conducted telephonically.

Judge Sanderby was Presiding Judge, called upon Mr. Barrett.

Mr. Barrett provided background information. He stated Bartlette filed two claims one by her attorney and the other by herself. Kmart through the District Court Virgin Islands, moved to dismiss Bartlette's claims that the Kmart motion to dismiss was granted. That motion was affirmed by the 3rd Circuit Courts of Appeals.

Bartlette made a petition to the Supreme Court that too was denied. He then spoke of the large cost of dealing with things like this that made their way to the Supreme Court.

Mr. Barrett agreed to allow the claim

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in the amount filed \$45,000 he continues to say he sent out to Ms. Bartlette and the counsel who had filed the claim sometime in 2007 referring to the check he received the check last week.

Kmart is willing to allow the claim as filed and Ms. Bartlette has received all she is entitled to.

Continuing to address the court he further said, your Honor, because this ^{class} falls under class, the distribution is about 10% the size of the claim was over \$30,000.

He further said the check was filed in the care of the lawyer and addressing still the judge said when a lawyer files a claim and his or her name appears, that lawyer may have an attorney's lien in what is paid.

He told the court he can seek to find out whether the check come back.

The check that was received by Mr. Jennings was sent to Ms. Bartlette whether its been cashed or honored and see about reissuing another, in the same amount.

Judge Soudersky said I was next based on the number called

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Bartlette speaks and said both her claims were done by atty. Archie Jennings and that the claims were filed against Kmart Corporation et al., at the time those at the District Court addressed claims of Discrimination.

The filing date March 28, 2002. Kmart soon after gave notice of Bankruptcy filing and the "Stay" then became effective. The issuance of Proofs of Claim Notice was next my then atty. Jennings assisted my filing with the Bankruptcy Court for Back pay and Front pay in the amount claimed at the time is \$45,000.00

I had an allowed claim whereas, the Face amount showed the above quote.

It was the last of any thing else done concerning said claims on my behalf.

I was in compliance to the order entered by the Bankruptcy Court that established the July 31, 2002 Bar Date and had done so March 26, 2002

Another order was entered on December 19, 2002 which also established a supplemental Bar Date as January 22, 2003

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Bartlett's claims being perpetuation was given the July 31, 2002 Bar Date Announcement or Notice. My then atty. Jennings had me sign July 18, 2002 and sent me confirmation he had mailed the Proof of claim. However, he left the Discrimination claims still with the District Court saying when the "Stay" is lifted we will proceed the claims at the District Court.

Meeting the deadline he entered only the Back pay and Front pay portions of the claims thus established my filing with the Bankruptcy Court.

1.15 "Bar Date" means the deadline set by the Bankruptcy Court pursuant to the Bar Date Order or Final Order for filing proofs of claim in the Chapter 11 Cases.

1.7 "Allowed Claim" or "Allowed Interest" means a claim or any portion thereof, or an interest or any portion thereof (a) that has been Allowed by a Final Order of the Bankruptcy Court.

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I am perpetitor claimholder.
For perpetitor claim The Bar Date was July 31, 2002, except that the Bar Date with respect to certain personal injuries and related claim was January 22, 2003

Kmart, through Mr. Barrett told the court I am a personal injury claimholder having a personal injury claim and referred to that claim as a Discrimination claim filed for \$45,000.00.

That is far from the truth for clarity purposes I will repeat.

The \$45,000.00 claimed at the time was for Back pay and Front pay as is shown on said proof of claim have a date 7-18-02 and signed Thase Barthelette.

Barthelette is a perpetitor claimholder and not a personal injury claimholder as Mr. Barrett says I am. Infact, Kmart through its attorney restructured my claims and possible was done by Mr. Barrett who told me he works with Chapter 11 Cases.

Kmart even emerged from Bankruptcy and avoided its obligations. Here is what was done, ^{Kmart} Placed Chapter 11 Cases that it avoided in a pile called Litigation Claims to be Disallowed.

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Say they had no merit or gave other reasons, placed the claims as case nos. 02-0246 through 02-02499 and not where we should be as Case Number 02-2474 and ought to have been. Gave me a claim Number 45-327 and the Number does not work when I tried the Number. Secured claims were no longer Secured, Administrative Claims no longer Administrative, Priority claims no longer Priority, The amount Claimed were placed under Unsecured, gave the total I requested, and reason for Disallowance (no merit) Said my claim and other Chapter 11 cases Claims ^{here} No merit. Names and addresses were to my knowledge the only thing that appeared correct. All this was done and/ stated 10th Omnibus, full page 1.

I tried to activate claim number 02-B02474 even different searches. The Number did not work using the Google search. No standard web pages containing all your search terms were found were the results.

I tried claim Number 02-02474 the results showed Exhibit E Litigation Claims to be disallowed as was explained above.

But the deceiver Kmart, and together with its help/helpers use one word to achieve its plan to deceive. The word is through making one to believe

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that the following numbers to include mine we followed in the (through) in a sequence up to 02-02499. When it was not so. That word through became rather powerful to delete and throw my number away. It baffled my intelligence and deceived the court. One of the several reasons it emerged from Bankruptcy had no intention to pay. so I myself went after the Obligator Kmart, for my then atty. Jennings, called a stay of his own.

I sort to understand what has happened to both Claims at the District Court, and Bankruptcy Court.

I made calls only to find out nothing further at the District Court has happened. At the Bankruptcy Court I wasted my money making phone calls I got no concrete answers.

I wrote called atty. Jennings whose practice was to advise me and the calls were through his secretary, he was busy or other blockage presented themselves.

Atty. Jennings wrote to me in fact, it was a response to a document and information I had left for him.

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Atty. Jennings response was as if he wanted to get rid of me so his letter had in it word of cautions.

Charged fees we never talked about to speak to his secretary xerox copies and to get information from the Bazelon Center where I was telling him ^{about} for he appeared to be saying things that was not so in accordance to the laws.

He offered me warnings as if to discourage my call, letter or visit to his office. Those he imposed were not part of the agreement when I signed the Retainer agreement and considered doing the cases on contingency.

He charged me to submit the claims at the District Court \$200.00.

During the process of fixing together for delivery at the court I was asked to sign the Retainer agreement. On different occasions I was asked to come and sign the agreement that had blank lines that I requested to be remove everytime I went they were not remove. On my last visit being called they were still there I inserted on the blank spaces N/A as many time applicable.

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Atty. Jennings did not inform me that the Automatic Stay was lifted and Kmart has been out of Bankruptcy.

Neither of his intent as promised to proceed with the claims at the District Court. He distant himself from me, and did nothing further or advance pursuing the claims as promised at the District Court or at the Bankruptcy Court in the Virgin Islands.

Some of the things done to me questioned his ethics that I referred him to the VI Bar Association.

Bartlette wrote to the Bankruptcy Court to find out about Atty. Jennings strange behavior for some of the things just did not add up however, I affirmed the things I had done and my employment with Kmart and the money amount filed whether it had gone to Atty. Jennings and if it did please send me evidence informing me of transaction done on my behalf.

Bartlette got no answer she can recall but I recall a form was sent to me diverting my person out of Bankruptcy Court. There I met Mr. William J Barrett. Via the mail and at other times

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Via the telephone. I was referred to a blank form sent to me along with the Form Request For Additional Information. I wrote to the Trumbull's address and my Salutation was Dear Sir/Madam.

It was Mr. Barrett that answered telling me he works for Kmart/attorney for Kmart in the Chaptell Cases.

From there on he wrote to Atty. Jennings sent me copy/s and then it reversed in the last one it was Atty. Jennings ~~who~~ wrote on Disability Rights letterhead, offering the enclosed check ~~check~~ dated November 8, 2007 in the amount of four thousand nine hundred sixty dollars and thirty-five cents (\$496.35), with regards to your claim against Kmart.

^{Barrett}
I also found a Department of Justice labled paper Notices Page 20172-20173

Notice of Lodging of Settlement Agreement Under the Comprehensive Environmental Response, Compensation and Liability Act and Chapter 11 of the United States Bankruptcy Code

Notice is hereby given that on April 11, 2003 a proposed Settlement Agreement in In re Kmart Corp., et al., Case No 02-02474 (Skull) allowed secured claims, allowed unsecured

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Claims, A right to seek cost recovery in the future in connection with Operable Unit 2

[Skull] Debtor-owned site environmental claims and actions by the United States are not discharged

[Skull] For the following nine sites Environmental Claims

[Skull] For all other sites the United States may not issue or seek environmental orders based on the Debtors conduct before the bankruptcy action but may recover response cost and natural resource damages based on such conduct, as if the United States' claims had been allowed unsecured claims under the Debtors Reorganization plan.

A Proposed Order Under 11 U.S.C. §§ 102(C), 105(A) and 502(B) and FED. R. BANKR. P. 3007 Reclassifying Certain Claims Set Forth in the Fourth Amended Objection (Reclassify Claims Against Kmart Corporation) Dated: Chicago Illinois July —, 2003

Honorable Susan Pearson Sonderby
United States Bankruptcy Judge

I was ready to collect and wrote to the Bankruptcy Court. I was diverted from the Bankruptcy Court through a Form, a Request for additional Information Form. Dated September 14, 2007 By R. Marola Team B and

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Deputy Clerk. I complied and met Mr. Barrett who wanted me to file another Proof of Claim Form.

I refused to file another for reasons I feared another will or could delete the former. I instead sent him a copy of the one filed. I asked not neither did I Bartlette sort settlement through any other entity or person except the Bankruptcy Court.

Furthermore, I was already in court seeking my Back pay, Front pay filed with the Bankruptcy Court to include the Discrimination Claims at the time held at the District Court U.I.

Bartlette's claims were moved from Case Number 02-02474 being perpetuation claims.

It is amazing how Mr. Barrett tell his even before the Court to say my claim are personal injury claims then turned around to say said Back pay and Front pay were request for Discrimination claims.

I refuse to accept any Category that is not mine. I am a perpetuation Claimholder for Back pay and Front pay Allowed Claims, and Discrimination Claims Perpetuation Allowed Claims.

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Bartlett Motioned the District Court and state if I was unable to find a successor attorney (After Atty. Jennings motioned a Stay for me to find a successor attorney) I will do it myself. The opportunity was given to me not one attorney was willing to assist me.

Kmart came also through its representing attorney's Bennett Chan, Michael L. Morgan, Charles E. Engeman. Atty Bennett Chan presented the Kmart Motion to Dismiss Bartlett claims to the District Court April 25, 2006 and we should note that the Effective Date established by the Bankruptcy Court had already passed to include the Bar Date June —, 2003. Kmart comes to court, take a look at Kmart's action ① Kmart through Atty. Chan failed to state a claim upon which relief can be granted. ② Without including any opposition ③ or a letter to certify a lack of opposition as required by LCRi 12.1

As a result its Motion to dismiss was denied by the Chief Judge Curtis Gomez for coming after the Supplemental Bar Date the Effective Bar Date, and the Bar Date June —, 2003. ^{It} came 3 years later and has no excuse yet it comes to court.

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And the record shows when Kmart came years after, The stay was already lifted and that I pursued my claims in 2006, No violation on my part was committed against Kmart.

The Kmart Motion to dismiss by order of said Court was allowed to re-enter the Court having the same name, same intent to Dismiss Bartlett's Claims at, and from the District Court.

My Civil Number 2002-100 was dismissed not Case Number 02-02474 that remain safe from the Kmart Motion to Dismiss

Kmart is a "IT" and operates by people, people using and are against the Chapter 11 Cases who wants the Claims gone and caused, also ^{to} bring against the Trust, secured Claims, priority, Administrative, guaranteed, and all other claims be gone. I would use the Kmart motion to dismiss

Claims and Termination of Interest (b) A Claim or Interest based upon such claim debt, right, or Interest is allow under section 502 of the Bankruptcy Code.

The 3rd Circuit in its review of the record (The Court of Appeals) where I had appealed the decision of the District Court, discovered I had filed a proof of

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claim. Whereas, the District Court said I did not file a proof of claim, and that the Kmart plan of reorganization bars the continuation of this case.

For also those reason stated in the opinion of the 3rd circuit Court of Appeals found it unnecessary to reach this issue, It further said while it appears that her claim was ultimately denied the bankruptcy court, not the District Court was the correct forum in which to pursue her claim.

Here comes the sentiment of understanding
2 The District Court did not err in dismissing the complaint. Why would the 3rd circuit say that. It was found to be on the merits let us continue

As I prowled I came up with these answers. ① The case # was questionable. It was Civil Case # 2002-100 It did not show Case # 02-02474 or the reclassified #. Since the Classified Case Number 02-02474 (the "Original Plan") (Docket No. 8384) had been reclassified.

The District Court had no other choice. It would not have been the American way to bring to trial a Case Number that is a counterfeit. Therefore the only

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way out was a dismissal and what I sort still hung in the balance. The court was wrong I did file a a proof of claim.

I appealed the decision. and a review was conducted of the records by the 3rd (third) Circuits and it labeled its opinion Not Precedential. I wanted it to undo what it had done. Not being an attorney I requested of the same panel of judges the request was denied. To the Supreme Court I appealed for a rehearing and certiorari.

Dated November 7, 2008, The conclusion states certiorari should be granted says the supreme court.

Now please view the X an indication on the form the waiver it says. - Please enter my appearance as Counsel of Record for the Respondents, signed, dated and Charles E Engeman signed the waiver 11-20-2008. Agreeing on behalf of Kmart and for Kmart to stop!

(In laymans terms the Supreme Court did not want to do work designated for the Bankruptcy Court) thus the denial and unlike the dismissal is different to a denial - to rehear even my claims a job for Bankruptcy Court.

Mr. Barrett sent Atty. Jennings and not to me any amount of the \$45,000

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shown as a face amount in 2007.

His failure to act at the time he offers money to Atty. Jennings who in turn offers part of said \$45,000 to me

Now it seem what Mr. Barrett failed to do in easy times he now wants to in other times for whom surly, not to me the doorway is the Bankruptcy Court.

The "Plan" tells the Court a whole lot lets see and state my understanding.

"Reorganized Debtor" or "Reorganized Debtors" means individually, any of New Holding Company, New Operating Company, or any Debtor and Collectively, all of New Holding Company, New Operating Company, or any Debtor and Collectively, all of New Holding Company, New Operating Company and the Debtors, in each case from and after the Effective Date. Any: one nor matter which one of more than two could have taken the Authority given. Reorganized Debtors and Trustee it seems, and Collectively all of New Holding Company, New Operating Company the Debtors, in each case from and after the Effective Date on the behalf of the Chapter 11 Cases. Barthette at the time Barthette even now came.

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Indeed at the time the money was offered it was returned. It contained \$490.35.

The check was returned to Atty. Jennings who in return mailed it back to me.

Making sure he got I sent it to the VI Bar Association and the check back to its owner, Kmart Management Corporation, 3100 W Big Beaver Rd. Troy MI 48084-3163 the record reflects the transaction.

In a letter I told Mr. Barrett I was Pro se, Atty. Jennings no longer my atty. and I requested any correspondence comes directly to me. My mailing address was given even though it was on record.

This Transcript of Proceedings March 17, 2009 hearing before the Court, ^{and} in this Mr. Barrett repeats in this reported minutes a counterfeit number not mine: 02-2470. or 02-02474

In the first instance March 17, 2009 I called that number fraud. However, it is not spoken of as was stated.

Here again the same fraudulent number appears. A fraudulent habit that caused at the District Court the dismissal of my claims a possible reason to confuse even the Court.

Barthette have not received any form

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of entitlement. All I am entitled to is the reason I am here to collect as was provided for on my behalf known and unknown Claims Interests every other thing. and here to defend any further objection if any, to the Claims.

Fairness is part of the rules, but such treatment shown to others from Kmart was not shown to the Chapter 11 cases even Bartlett who are together

Jointly Filed Administrative Chapter 11 cases before the Bankruptcy Court. Secured and guaranteed and offers full satisfaction. taking care of all those Claims is yours truly and the Court will agree one more fact of unfairness is this and bring to the Court's attention.

This particular claim is not part of the Chapter 11 cases found on the listing. That number appeared not to be where it was under Case Number 02-2474 and is featured in the record that was received at the District Court. Received July 26, 2002. The date debt was incurred November 31, 1998, Date signed 7-21-02 and for Gumbo Shanik by Lemuel F. Collwood esq. Where space is for Court use only: 02-26-02 Trumbull Services Company Stamp and PC 33133 is shown.

The Plan offers protection. Kmart on its own accord retained the actions from going forward 1.139. "Retained Actions" means all claims, causes of actions, rights of Action, suits and proceedings whether in law or in equity, whether known or unknown, which any Debtor or any Debtor's estate may hold against any person, including without limitations, (a) Claims and Causes of Action: brought prior to the Effective Date, (b) Claims and Causes against any person for failure to pay for products or services provided or rendered by any of the Debtors, (c) Claims and Causes of Action relating to strict enforcement of any of the Debtors intellectual, property rights, including patent, copyrights and trademarks, and (d) Claims and Causes of Action seeking the recovery of any of the created or arising in the ordinary course of any of the Debtors' or Reorganized Debtors' businesses, including without limitations claim overpayments and tax refunds; provided however, that the foregoing shall not include Trust Claims (including avoidance claims that are Trust Claims), which will be transferred to the Kmart Creditor Trust, Avoidance Claims, ~~or~~ Claims

or claims explicitly released under this Plan or by a Final Order of the Bankruptcy Court Prior to the date hereof. How then could Mr. Barrett state my claims are barred when still pending in Bankruptcy Court. The Court gave no indication of them being barred but made more certain by the signed Waiver done by Charles E. Engeman. Mr. Barrett told the Court of the capability of an attorney's lien. I was astonished to learn out of \$45,000.00 an attorney lien is possible and could leave its client with only \$4,960.35. The amount sent to me from Atty. Jennings, who inturn got any of the full amt. \$45,000. from Mr. Barrett. Reasons to Render

- ① Case Name: Kmart recognizes only this Case No. 02-02474
- ② Debtors are the proponent of this Plan within the meaning of 1129 of the Bankruptcy Code
- ③ The Bankruptcy Court gave no Final Decree closing the Chapter 11 Cases.
- ④ Under 11 U.S.C. §§ 502(g) 502(h) or 502(i) in each case whether or not (a) a proof of claim or Interest based on such claim, debt, right claim or Interest is filed under 11 U.S.C. 501(b) a Claim or Interest based upon, claim, right or Interest is allowed under 11 U.S.C. 502 or (c) the holder of such claim, right or Interest accepted the Plan.

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The Face Amount was allowed to me.

I am a Chapter 11 Case that in itself covers me there is protection for me under the "Plan" I have a claim against all the Debtors whether or not asserted, as defined in section 101(5) of the Bankruptcy Code. 1.24 "Causes of Action" means any and all actions, proceedings, causes of action, suits, accounts, controversies, agreements, promises, rights to legal remedies, rights to equitable remedies rights to payment and claims whether known unknown, reduced to judgement, not reduced to judgement liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, secured or unsecured and whether asserted or assertable directly or derivatively, in law, equity or otherwise including Avoidance claims and trust claims, unless otherwise waived or released by the Debtors or the Reorganized Debtors. The name of my Debtor is Kmart Corporation, I got no check from Kmart, it was sent to atty. Jennings, and I returned it to atty. Jennings he returned it ^{again} to me. I sent a copy to the VI Bar Association through ^{whom} I send correspondence to or about ^{attly Jennings.} and the check to Kmart Management not to Mr. Barrett he was not the owner. My class is 1-12 not only class 6.

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Again, Mr. Barrett is trying to lie to the Court. I got no Ten-percent or about Ten-percent distribution. I took no amount of any money offered. Because, I began to seek that right offered to me through legal proceedings, here comes Kmart through atty. Jennings, who in the first instance, should have informed Kmart that I was no longer his client, and get Kmart to do its dirty job not getting involved. Make this known atty. Jennings was doing me any favor.

The favor was done on the behalf of Kmart through Mr. Barrett.

Everyone similarly situated are the Chapter 11 losses who were to get the Full Face amount of what was filed or asked for.

I have since transferred my several Claims to the Bankruptcy Court through a Motion

The ^{District} Court did not disallowed the Claim because there was no response to the Objection. In fact the one that responded to the ^{lack of} objection was said Court.

Kmart failed. It brought no Objection how then, could there be a response to what was not presented. That, Mr. Barrett fully well know. Here again there

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Let us not forget the Confirmation Order. No order came to the District Court from the Bankruptcy Court to dismiss the claim when I had asked. I even questioned upon what premises were the claims dismissed. No answer was given to my question and the Proof of claim I informed that I had it to the District Court.

How could it be that my claims were dismissed when the Final Order was in effect. Mr. Barrett forgot to do the review/Still is Responsible

1.66 "Final Order" means an order or judgment, the operation or effect of which has not been stayed, reversed, or amended and as to which order or judgment (or any revision, modification or amendment thereof) the time to appeal or seek review or rehearing has expired and as to which no appeal or petition for review or rehearing was filed or, if filed, remains pending.

Bartlette's filed motion was mailed on Friday, April 24, 2009 to the Bankruptcy Court The Northern District of Illinois Eastern Division, 219 South Dearborn St., Chicago Illinois 60604, and to Mr. William Barrett Barack, Ferrazzano Kirschbaum, & Nagelberg LLP, 200 West Madison Street Suite 3900 Chicago Illinois 60606. I Ilease Bartlette Certify a true copy to Both The Bankruptcy Court and it stated (Atty William Barrett) Mr. Barrett.

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or whether it was cashed or honored or the need to reissue the check again.

Now please look at page 25 line 12 within a matter of minutes or within the same hour I quote:

And the check was received because it's attached to a rather lengthy submission we received, at last, I'm not sure if The Court received it or not, just last week.

Well, did not the Court seem desirous to have the check, and ~~for~~ Kmart to see if they can locate that returned check. I told the Court I had ^{a special type} of disability

Ms. Johnson broke the conversation about her claims she too is disabled (and experienced great difficulties with Mr. Barrett).

Bartlett I have information of the Court does require the information. ~~That~~ I returned the unused check out to Kmart Management Corp., 31 W Big Beaver Rd, Troy MI 48084-3163 on 12-14-07, Article Number ED 566082525 US, Express mail and signed for. Sender: Print name address and Zip Code as Please Bartlett P. O. Box 7095 St. Thomas, VI 00801 ^{or} Supreme Court's records, or documents that I had sent.

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How then could Mr. Barrett state that the claims were barred when I had gone to the court & they were still pending, and no response to my entry implied that the claims are barred ~~and~~ ^{but} made more certain through the signing of the waiver by Atty. Engeman here on St. Thomas. or how could Mr. Barrett talk about my claims to say that they are denied. Mr. Barrett is making an attempt to mislead the court.

It is my hope that the turned-down volume allowed the court to hear what was said after the Deputy turned it down.

A little bit more volume would have assisted better Mr. Barrett's tone he was even asked to speak directly in the microphone.

The Bankruptcy Court gave no Final Decree closing the Chapter 11 cases of whom I am one.

It is astonishing to learn that an attorney's lien out of \$45,000.00 would offer its client \$4,960.35 only.

It was Mr. Barrett who stated about the lien. I returned the check.

Then why would there be a further search to see if the check came back when it did.