

United States Bankruptcy Court
Northern District of Illinois
Eastern Division

FILED
UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF ILLINOIS
JUN 15 2009

Case Number: 02-02474

Case Name Kmart

KENNETH S. GARDNER, CLERK
PS REP. - SJ

My address to the court is always simple seeing that my educational background is already basic, Mr. Barrett seems not to find the point in order not to comment. However, the points made were never difficult as everything concerning the Plan is laid open and uncovered.

I am willing to restate again some of the points for understanding, I do so for reputation deepens impression, and is indeed the mother of learning.

The history through the facts presented will show that Kmart through its attorney Mr. Barrett knows about the Plan, the Confirmation Order, ~~also~~ the Chapter 11 Cases, that were jointly Filed Administrated. Claims against Kmart, the core proceeding in its Chapter 11 Bankruptcy Case 2002, to include this present moment, what have become the theme of conversation and legal proceedings in the Bankruptcy Court we

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were once employees of Kmart who were treated harshly despite our many years of services, our loyalties, even in Kmart's development in all areas of growth.

Kmart cared not about federal laws state laws or any other laws that would protect us from its harshness that led to Discrimination. Kmart appeared to have operated in a way a system of human control called involuntary servitude yet we never complain. Kmart would implement rules, programs, and other forms of operation to include lies to get rid of anyone.

None wanted to be terminated so in spite of it all, I personally did my best got me an award, received many incentives, and was found to be reliable, dependable and flyable so says the records. Yet one day, the day I was denied an accommodation May 14, 2001 became my worse day in my life even though I had done nothing wrong Kmart vengeance upon me hit me really hard even unto this day. But harder yet I found no help or very little when I lodged my complaints against Kmart. My several reasons could be highlighted but I choose to proceed to the present that got me

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involved as a pro se litigant. It is my hope that Mr. Barrett will no longer find any point concerning this Plan difficult that came about and was made having the Chapter 11 cases in mind. But what is this Plan all about.

"Plan" means this joint plan of re-organization for the resolution of outstanding claims and interests in the Chapter 11 cases as herein proposed by the Debtors including all supplements, appendices and schedules hereto, either in their present form or as the same may be further altered, amended or modified from time to time in accordance with the Bankruptcy Code and Bankruptcy Rule 1.15 page 14.

Before the court I stand seeking settlement that should have already taken place. Even though settlement was already agreed to by the Debtors Kmart through its attorney, Mr. Barrett did not issue any form of settlement.

C. Rules of Interpretation

This Plan is the product of extensive discussions and negotiations between and among, inter alia, the Debtors, the Statutory Committees, the Plan Investors, the Petitioner

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Agent on behalf of the Prepetition Lenders, and certain other creditors and constituents.

Each of the foregoing was represented by counsel who either (a) participated in the formulation and documentation of, or (b) was afforded the opportunity to review and provide comments on, the Plan, Disclosure Statement, and the documents ancillary thereto. Accordingly, the general rule of contract construction known as "contra proferentem" shall not apply to the construction, or interpretation of any provision of this Plan, Disclosure Statement, or any contract, instrument, release, indenture, exhibit, or other agreement or document generated in connection herewith.

Was this Plan agreed to, I answer yes!

1.56 "Employee-Related Agreements" means those agreements between any of the Debtors and any of their employees or any entity acting on behalf of their employees.

Mr. Barrott told me he is the attorney in the Chapter 11 cases for Kmart. Whether he assisted in the formulation of the Plan or in its review he is fully aware of the contents of the "Plan".

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However, the said Chapter 11 cases, under his supervision for Kmart were found in a pile of the said Chapter 11 cases or among themselves labeled litigation claims to be disallowed.

The intended results followed, the Bankruptcy Court's Rule was undermined. Claimholders found to have no merit and on and on it went like a recurring decimal on never ending end that led to no relief even though was ordered.

To get rid of the Chapter 11 cases Kmart through its attorney possible Mr. Barrett Restructured the Claims. Mine was for Back pay and Front pay. Claimed for only \$45,000. Years had passed yet no relief came. See how Kmart see itself as bold and controlling, it came out of Bankruptcy without paying its Creditors being the Chapter 11 cases. As much was learned of and about. My claims were placed where if possible, unable to be seen or heard of. Claim No. 45327 is ^{an} unknown number to me How then would I be able to use it. When I saw that number in my heart I was glad, I thought I had something to work with but it did not work.

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I could go no further in my search to have access to my claims. For me that number was a deadend making sure information was ~~added~~ off to and ^{from} me.

Indeed the intent manifested itself in an action. A conveyance against the Plan was carried out.

Mr. Barrett told me he is Debtor, Reorganized Debtor and an attorney for Kmart in the Chapter 11 cases.

Further acknowledgement referred to the fact of displaced claims even before the Court. Mr. Barrett said my claims were personal injury claim.

That then showed to the Court where my claims were placed. On that ^{some} day the Court dealt with personal injury claims.

Mr. Barrett himself addressed my claims as such before the judge on March 17, 09,

and continued to say my claims valued \$4,960.35. showing further the acknowledgement the fact of my displaced claims from being in the category of the specified Chapter 11 cases.

Chapter 11 cases had an entitlement of the Face Amount. What is the Face Amount let us see the meaning

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According to the Plan.

1.65 "Face Amount" means, (a) when used in reference to a Disputed or Disallowed Claim, the full stated liquidated amount Claimed by the Claimholder in any proof of Claim timely filed with the Bankruptcy Court or otherwise deemed timely filed by any final order of the Bankruptcy Court or other applicable bankruptcy law, and (b) when used in reference to an Allowed amount of such Claim.

The reference here is that my claims, the Chapter 11 cases, were by Kmart Disallowed even so the full stated amount Claimed \$45,000 should have been given to me and not an offer of anything more or less just the \$45,000.00. But did the stated amount offered through Atty. Archie (and not Arthur) Jennings, ^{showed} for \$4,960.35. for a Class 6 distribution. and in former ~~interview~~ verbal statement before the court said An attorney lien allowed me \$4,960.35.

Mr. Barrett knows when a claim is in progress the procedures are to inform the Court of any intent to settle

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Mr. Barrett also showed the Court his intention of getting me involved in a scheme to go against the Court.

I was already pursuing my claims in the Court. Without some form of consideration for the other Chapter 11 case he wanted to break up the group for \$4,960.35 or even to provoke me through his different attempts, shame on Mr. Barrett to think I could be bribed.

And more than that I told the Court I returned the check and now you have showed the Court I declined to cash it that is what I reported so the Court will see I did not lie on a point of ethics remain faithful to the Chapter 11 cases.

Then while we are on ethics if I was to settle, should there not be an agreement of both parties, and should not the Court know, and should there also be papers drawn up, agreed to by both parties, and the Court's involvement to close the case? then why as an attorney you would want to get me do it in a manner unsuitable and against principle.

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Mr. Barrett referenced me and he is right to say I am Pro se litigant. I am saying Kmart through Mr. Barrett did not pay me the reason I came before the Court. Mr. Barrett sent through Atty. Jennings who was no longer my attorney by choice the money in a check even though it appears also that the act was wrong.

F. Reference to Monetary Figures

All reference to this Plan to monetary figures shall refer to United States of America Currency, unless otherwise expressly provided.

That is my helper in refusal. . . . I don't think I would have accepted any form of settlement. Kmart can't be trusted and I lost trust a long time ago in Kmart whose ways and actions I have turned over to the Court.

My Case Number is 02-02474 and Case Name is Kmart.

In the The Conclusion, the District Court ordered the Clerk of the Court to close of the file for the Court case^{TO} number given but it was not the one that

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identifies the Chapter 11 Case. The Number given to me in the beginning when Knart filed for Bankruptcy is 02-02474 given to me even now but under Ex. A.

Civil No. 2002-100 is what appears to be dismiss. The judgement sent to me was not mine. The Jury trial demanded was not given. None of my witnesses were present. I was not present but received my judgement in the mail with my name. But the contents did not address me. Moreover, The Case could not be dismissed for no Order came from the Bankruptcy Court ordering (its) a dismissal for 02-02474. While it was yet pending in Bankruptcy Court that is Case Number 02-02474 could not be dismissed except a order was given to do so from the Bankruptcy Court.

The Chapter 11 Cases are no ordinary Cases. Cases for enforcement they are and to include all of the Courts protection given to the Chapter 11 Cases.

The point is made hope this time around you got the point.

Over and over I told Mr. Barrett/Court Knart brought its motion to Dismiss but had no objection or any letter certifying the lack

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for not having it. . . . my arguments are not unsuccessful. Mr. Barrett doesn't like to hear or to see them they mirror the wrongs done & deepens his impression.

All along Mr. Barrett would like to see the Chapter 11 Cases be gone through court. The court needs to tell Mr. Barrett we will be here until full term and only the court decides when the term gets full.

My motion for help addresses the Claim Agent, who reminds me of other scamps in recent times, and shocked to learn that the Chapter 11 Cases they too are plagued with one who moved and left no forwarding address. In desperation I cried out to the Court by expressing my feelings in the Motion. However, I found in the Plan the strength found through secured guaranteed Claims for Claim-holders that can't be denied even if Mr. Barrett offers a suggestion against Chapter 11 Cases for denial.

I can see why Simone S Freeman standing with the Bankruptcy Court and the Chapter 11 Cases should remain

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It is enough that the courts recognized her presence as a Chapter 11 creditor and claimholder, and former employee of Kmart who also herself a person with a qualified disability called upon the District Court for the Eastern District of Pennsylvania. Thus her civil action no. 06-2412 where Simone S. Freeman Plaintiff v. Kmart Corporation, and David Fisher were Defendants. Simone sought the protection from that court and enforcement as the law would allow her to. The Order — And now, this 30th day of May, 2007, upon consideration of defendants' Motion for Judgment on the Pleadings (Document No 11), and the plaintiff's response thereto, it is hereby ordered that the motion is granted. The actions against the defendants Kmart Corporation and David Fisher is dismissed without prejudice for lack of subject matter jurisdiction.

The Clerk of Court shall mark this case as Closed for statistical purposes. By the Court s/ Lawrence F. Stengel. The facts analyzed or data. Title VII of the Civil Rights Act of 1964, as amended, 42 USC §§ 2000e et seq. (Title VII); (2) gender discrimination in violation of Title VII; (3) gender discrimination, sexual harassment and Retaliation of the Pennsylvania Human Relations Act ("PHRA"); (4) negligence in the implementation of its sexual harassment policy and in its handling of Fisher's unlawful conduct; and (5) intentional

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of emotional distress. As for Defendant Fisher Freeman charges him with the two state law claims (1) negligence and (2) intentional infliction of emotional distress.

Freeman invokes the courts jurisdiction over the federal Title VII Claims under, inter alia, 28 U.S.C. §1331. She claims the court has pendant jurisdiction over the state law claims.

²Freeman also asserts in her gender discrimination claim that she receives less compensation in her employment than similarly situated male employees.

I received Simones charges through the District Court VI. Continued it on supporting Simone as I got support myself.

For the benefit of all involved I lean upon the Court to bring now as always the Confirmation Order

2. Discharge of Claims and Termination of Interests.

Pursuant to section 1141(d) of the Bankruptcy Code, except as otherwise specifically provided in the Plan or in the Confirmation Order, the distribution and rights that are provided in the Plan shall be in complete satisfaction, discharge and release, effective as of the effective as of the Confirmation Date (but subject to the occurrence of the Effective Date), of claims and causes of action, whether known or unknown, against liabilities of, liens on, obligations of, rights against, and interests in the Debtors or any of their assets or properties, regardless of whether any property shall have been distributed or retained pursuant to the Plan on account of such claims,

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rights, and interests including but not limited to, claims and interests that arose before the Confirmation Date, any liability (including withdrawal liability) to the extent such claims relate to services performed by employees of the Debtors prior to the Petition Date and that arise from a termination of employment or a termination of any employee or retiree benefit program, regardless of whether such termination occurred prior to or after the Confirmation Date, and all debts of the kind specified in sections 502(B), 502(k) or 502(i) of the Bankruptcy Code, in each case whether or not (a) a proof of claim or interest based upon such claim, debt, right or interest is filed or deemed filed under section 501 of the Bankruptcy Code, (b) a claim or interest based upon such claim, debt, right or interest is allowed under section 502 of the Bankruptcy Code, or (c) the holder of such a claim, right or interest accepted the Plan. The Confirmation Order shall be a judicial determination of the discharge of all claims against and interest in the Debtors, subject to the Effective Date occurring.

I brought to the Court's attention every item deemed important regarding Kmart's conduct or whatever relevant item of information for the good of the Chapter 11 cases to prove my case with facts for truth is an expositor of lies.

Mr. Barrett needs to know I am not only class 6, but 1-12 classes.

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Mr. Barrett's boldness touches everyone with whom he gets involved. He does not care about Federal, state or local laws, cares nothing about ethics, morals or values. If Kmart can't break you it will make you. We the Chapter 11 cases stood for the right yet never offended Kmart in its time, money or merchandise. Showed respect to its customers and managers and associates obedient to Federal state and local laws good citizens good employees.

Atty. Jennings and Simone Francis had some form of issue in the past I learnt of it through a motion atty. Jennings made pertaining to the VI Bar Association. So, far that he requested Atty. Simone's removal off the Panel she was chosen to serve. During this time I had become Pro se and the Atty selected for Kmart was said Atty. Simone Francis, I told her I want no problems with this case and recall the request to be remove due to their existed situation far at some point and time in my case Atty. Jennings may have to be back I need no conflict of interest, she then called me and whether or not she worked behind the scenes it would have been against my wishes. All I know were attys. Bennett Chan, Michael. Marjon and Atty. Charles Engeman signed the Waiver and Atty. William Barrett as employees.

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Barthette is not an attorney neither any baldfaced person in regards to lies.

The Confirmation Order did for Simone & Barthette what we were unable to do for ourselves (the "excuseable neglect")

We are also covered in being correct. As an advocate, right doing is the name of the game not tricks.

I am a prepetition claimholder whose claims were lodged with the District Court VI. I am also an Interest holder so is Simone

I brought two claimholders Simone and myself we even went through every other court none stopped us passing through to the Bankruptcy court. Asking for what is and had been our Passport you refuse to see is said Confirmation Order.

Passing through Mr. Barrett would you please look at our tickets Barthette's reads simple Whether termination was Prior to Simone's Or after the Confirmation Date Whether a proof of Claim or Interest based upon such Claim, right, Interest is filed or deemed filed under section 501 of the Bankruptcy code.

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My prior statement stands concerning the Proof of claim. I address the letters to (Whom it may concern) and Dear Sir or Madam Trumbull did not respond Mr. Barrett is the one who responded.

Atty. Jennings sent me a copy of what he has and it turned out to be a replica of what I had and have, as shown to the court concerning the Proof of claim.

Then I question the transference from the court to Trumbull and why I was requested to sign ^{another form}, and shove at me other forms that I refused to sign. Kmart is slick I have seen its operation and this one does not surprise me and the doubts against Atty. Jennings and whether or not he filed is settled in a mysterious abundance of joy. Lastly, I restate my claim No: 02-02474 Case Name: Kmart and still waiting Exhibit C-3 from Mr. Borrell

Case # 02-02474

I Certify that ~~a response~~ ⁱⁿ to Kmart's
notice of filing, ^{package} dated June 4, 2009 containing
attachments. 3rd Circuit opinion as Exhibit C
Exhib B District Court's Judgment filing of
Complaint Dated May 28, 06 (2) Proof of claim
forms Exhibit A, Kmart's Response to motions
of these Bartlette. is responded to dated 6-12-09.
I sent copy to United States Bankruptcy
Court Northern District of Illinois Eastern
Division 219 South Dearborn Street Chicago,
Illinois 60604

And

Mr. William Barrett Barack, Ferrazzano,
An Nagelberg LLP 200 West Madison
Street, Suite 3900 Chicago, Illinois 60606

sent on June 11 2009 Sign Ibase Bartlette