

UNITED STATES BANKRUPTCY COURT  
NORTHERN DISTRICT OF ILLINOIS  
EASTERN DIVISION

In re:	)	Case No. 02 B 02474
	)	
KMART CORPORATION,	)	
	)	Honorable Susan Pierson Sonderby
	)	
Debtor,	)	Hearing Date: November 3, 2009
	)	Hearing Time: 11:00 a.m. (CDT)

*(P)* *Notice of*  
**~~ORDER GRANTING~~ BEULAH D. JOHNSON'S MOTION FOR A REVERSE DECISION  
FOR ORDER APPLYING BANKRUPTCY RULES 7008 AND 7012 TO CONTESTED MATTER  
OF BEULAH D. JOHNSON VS. KMART CORPORATION**

Please take notice that on Tuesday, November 3, 2009, at the hour of 11:00am (CDT), Beulah D. Johnson shall appear before Honorable Judge Susan Pierson Sonderby, Courtroom 642, Everett Mc Kinley Dirksen Building, 219 South Dearborn Street, Chicago, Illinois, to apply for court to grant order denying Kmart Corporation for Rules 8 and 12 of the Federal Rules of Civil Procedure (Rules 7008 and 7012 of the Bankruptcy Rules of Procedure) not to be granted.

This is 2<sup>nd</sup> day of November, 2009

Respectfully submitted,

*Beulah D. Johnson*

Beulah D. Johnson  
1086 Torrey Drive  
Fayetteville, NC 28301

**FILED**

NOV - 5 2009

SUSAN PIERSON SONDERBY  
BANKRUPTCY JUDGE

**RECEIVED**

NOV 5 2009

SUSAN PIERSON SONDERBY  
BANKRUPTCY JUDGE

**CERTIFICATE OF SERVICE**

Beulah D. Johnson, the claimant, certifies that she served her Statement of Claims by depositing the same in first-class, postage prepaid U.S. mail addressed to:

Attorney William J. Barrett  
200 West Madison Street, Suite 3900  
Chicago, IL 60606

Kathryn Gleason, Esq.  
United States Trustee  
219 S. Dearborn Street, Room 873  
Chicago, IL 60604

This is the 2<sup>rd</sup> day of November, 2009

Beulah D. Johnson  
Beulah D. Johnson

CLAIM I of 2

**United States District Court**  
**Eastern District of North Carolina**

**FILED**

JUN 11 1998

DAVID W. DANIEL, CLERK  
US DISTRICT COURT  
E. DIST. N. CAROLINA

BEAULAH D. JOHNSON,

Plaintiff,

v.

Judgment in a Civil Case  
Case Number: 5:96-CV-1004-BO(2)

KMART Store #4826 and  
KMART CORPORATION,

Defendants.

☐ Jury Verdict. This action came before the Court for a trial by jury. The issues have been tried and the jury has rendered its verdict.

☒ Decision by Court. This action came to trial or hearing before the Court. The issues have been tried or heard and a decision has been rendered.

IT IS ORDERED AND ADJUDGED that Defendants Kmart Store #4826 and Kmart Corporation to pay Plaintiff Beulah D. Johnson the amount of \$23,140 in back pay, \$7,500 in attorney's fees, plus accrued interest and to provide the training denied Plaintiff when she was not promoted to Assistant Manager Trainee and Assistant Manager.

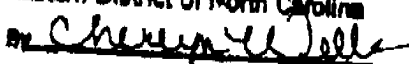
JUDGMENT FILED AND ENTERED THIS 11<sup>TH</sup> DAY OF JUNE, 1998, AND COPIES MAILED TO:

Phillip Wayne Barton, Esq.  
P. O. Box 53581  
Fayetteville, NC 28305-3581

JUNE 11, 1998

DAVID W. DANIEL, CLERK

  
Deputy Clerk

I certify the foregoing to be a true and correct  
copy of the original.  
David W. Daniel, Clerk  
United States District Court  
Eastern District of North Carolina  
  
Deputy Clerk

IN THE UNITED STATES DISTRICT  
FOR THE EASTERN DISTRICT OF NORTH CAROLINA  
WESTERN DIVISION

No. 5:96-CV-1004-BO

**FILED**  
JUN 11 1998  
DAVID W. DANIEL, CLERK  
US DISTRICT COURT  
E. DIST. N. CAROLINA

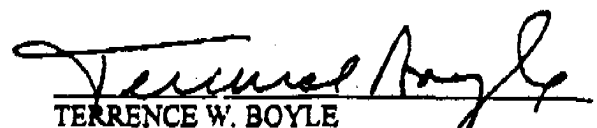
BEULAH D. JOHNSON, )  
 )  
Plaintiff, )  
 )  
v. )  
 )  
KMART Store #4826 and )  
KMART CORPORATION, )  
 )  
Defendants. )

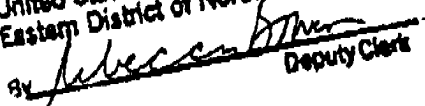
ORDER

This matter is before the Court following the entry of default judgment against Defendants pursuant to Rule 55(b) and a hearing on damages. The Court hereby finds that Defendants owe Plaintiff \$40 per week in back pay for the period between November 1, 1995, and November 28, 1995; \$80 per week in back pay for the period between November 28, 1995, and January 6, 1996; and \$120 per week in back pay from January 6, 1996, to the present. The Court thus ORDERS Defendants to pay to Plaintiff the amount of \$23,140 in back pay, \$7,500 in attorney's fees, plus accrued interest. Defendants are also ORDERED to provide the training denied Plaintiff when she was not promoted to Assistant Manager Trainee and Assistant Manager.

SO ORDERED.

This 10<sup>th</sup> day of June, 1998.

  
TERRENCE W. BOYLE  
CHIEF UNITED STATES DISTRICT JUDGE

I certify the foregoing to be a true and correct  
copy of the original.  
David W. Daniel, Clerk  
United States District Court  
Eastern District of North Carolina  
By  Deputy Clerk

CLAIM II 1 of 5

	INT
6.11.98	2000
6.11.99	2350
6.11.00	3037
6.11.01	3779
6.11.02	4880

PRINCIPAL
23,140
31,730
41,067
57,826
68,386

JOHNSON, BOWEN  
7/30/02  
16.15 hr  
Bib. Short w/out  
my request  
General B  
Pam & Chair  
7/31/02

+ 7,500 atty fees =  $\frac{75,886}{P+I+attly f}$

21,516 Interest

(Interest already added to  $\rightarrow$ )

Interest — 21,516  
Principal —  $\frac{68,386}{89,902}$   
Attorney Fee —  $\frac{7,500}{97,402}$

Total Added Correctly

AUTOMATIC COVER SHEET

DATE : JUL-30-02 04:36 PM

TO :

FAX #: 8684410

FROM : BARTON&ASSOCIATES

FAX #: 910 485 4444

2 PAGES WERE SENT

(INCLUDING THIS COVER SHEET)

*This was when attorney Barton faxed me the proof of claim form, note date and time of fax including the back pay listed and attorney fee. He faxed a blank proof of claim form, note Second automatic cover sheet noted 7 pages. He faxed the correct back wages, however ~~this~~ did not include investment*

AUTOMATIC COVER SHEET

DATE : JUL-30-02 05:25 PM

TO :

FAX #: 8684410

FROM : BARTON&ASSOCIATES

FAX #: 910 485 4444

7 PAGES WERE SENT

(INCLUDING THIS COVER SHEET)

*CLAIM II 4 of 5*

FORM B10 (Official Form 10)

**UNITED STATES BANKRUPTCY COURT  
 NORTHERN DISTRICT OF ILLINOIS, EASTERN DIVISION**

Name of Debtor: (see attached for complete list of debtors)

*Kmart Corporation et al*

Case Number:

*02-02474*

Name of Creditor (The person or other entity to whom the debtor owes money or property):

*Johnson, Beulah D.  
 1086 TORREY DRIVE  
 Fayetteville, N.C. 28301*

- ☐ Check box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars.  
☐ Check box if you have never received any notices from the bankruptcy court in this case.  
☐ Check box if the address differs from the address on the envelope sent to you by the court.

If address differs from above, please complete the following:

Creditor Name:

Telephone: #

Address:

City/ST/Zip:

Account or other number by which creditor identifies debtor:

Check here if this claim

☐ replaces ☒ amends

a previously filed claim, dated *07-30-02*

**1. Basis for Claim**

- ☐ Goods sold  
☐ Services performed  
☐ Money loaned  
☐ Personal injury/wrongful death  
☐ Taxes  
☒ Other

☐ Retiree benefits as defined in 11 U.S.C. § 1114(a)  
☒ Wages, salaries, and compensation (fill out below)

Your SS #: *[redacted]*

Unpaid compensation for services performed from *11-1-95* to *until the date the award is paid*  
 (date) (date)

**2. Date debt was incurred:**

*06-11-98 - 06-11-02*

**3. If court judgment, date obtained:**

*06-11-98  
 \$40,075,886.00*

**4. Total Amount of Claim at Time Case Filed:**

If all or part of your claim is secured or entitled to priority, also complete item 5 or 6 below.  
☒ Check this box if claim includes interest or other charges in addition to the principal amount of the claim. Attach itemized statement of all interest or additional charges.

**5. Secured Claim.**

☐ Check this box if your claim is secured by collateral (including a right of setoff).

Brief Description of Collateral:

- ☐ Real Estate ☐ Motor Vehicle  
☐ Other

Value of Collateral: \$

Amount of arrearage and other charges at time case filed included in secured claim, if any: \$

**6. Unsecured Priority Claim.**

☒ Check this box if you have an unsecured priority claim  
 Amount entitled to priority \$ *40,075,886.00*

Specify the priority of the claim:

- ☒ Wages, salaries, or commissions (up to \$4,650), earned within 90 days before filing of the bankruptcy petition or cessation of the debtor's business, whichever is earlier - 11 U.S.C. § 507(a)(3).  
☒ Contributions to an employee benefit plan - 11 U.S.C. § 507(a)(4)  
☐ Up to \$2,100 of deposits toward purchase, lease, or rental of property or services for personal, family, or household use - 11 U.S.C. § 507(a)(6).  
☐ Alimony, maintenance, or support owed to a spouse, former spouse, or child - 11 U.S.C. § 507(a)(7).  
☐ Taxes or penalties owed to governmental units - 11 U.S.C. § 507(a)(8)  
☐ Other - Specify applicable paragraph of 11 U.S.C. § 507(a)( )

**7. Credits:** The amount of all payments on this claim has been credited and deducted for the purpose of making this proof of claim.

**8. Supporting Documents:** Attach copies of supporting documents, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, court judgments, mortgages, security agreements, and evidence of perfection of lien. DO NOT SEND ORIGINAL DOCUMENTS. If the documents are not available, explain. If the documents are voluminous, attach a summary.

**9. Date-Stamped Copy:** To receive an acknowledgment of the filing of your claim, enclose a stamped, self-addressed envelope and copy of this proof of claim

Date

*11-02-02*

Sign and print the name and title, if any, of the creditor or other person authorized to file this claim (attach copy of power of attorney, if any):

*Beulah D. Johnson - Creditor*

Penalty for presenting fraudulent claim: Fine of up to \$500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 and 3571.

Your claim is scheduled as follows:

Class

Amount

This Space is for Court Use Only

This Space is for Court Use Only

**RECEIVED**

*46097 DMF*  
 NOV 26 2002

**TRUMBULL SERVICES COMPANY**

*11/26/02*



CLAIM II, 5 of 5

FORM B10 (Official Form 10)

UNITED STATES BANKRUPTCY COURT NORTHERN DISTRICT OF ILLINOIS, EASTERN DIVISION		PROOF OF CLAIM Chapter 11
In Re <b>Kmart Corporation, et. al.</b>	Case Numbers <b>02-B02474 through 02-B02498</b>	Your claim is scheduled as follows:  Class  Amount
Name of Debtor: (see attached for complete list of debtors) <b>Kmart Corporation, et. al</b>	Case Number: <b>02-02474</b>	
NOTE: This form should not be used to make a claim for an administrative expense arising after the commencement of the case. A "request" for payment of an administrative expense may be filed pursuant to 11 U.S.C. § 503.		
Name of Creditor (The person or other entity to whom the debtor owes money or property)  <b>Johnson, Beulah D. 1086 TORREY DRIVE Fayetteville, N.C. 28301</b>		This Space is for Court Use Only
<input type="checkbox"/> Check box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars. <input type="checkbox"/> Check box if you have never received any notices from the bankruptcy court in this case. <input type="checkbox"/> Check box if the address differs from the address on the envelope sent to you by the court.		
If address differs from above, please complete the following: Creditor Name  Address  City/St/Zip		
Telephone #		
Account or other number by which creditor identifies debtor	Check here if <input type="checkbox"/> replaces a previously filed claim, dated <b>07-30-02</b> <input checked="" type="checkbox"/> amends this claim	
<b>1. Basis for Claim</b> <input type="checkbox"/> Goods sold <input type="checkbox"/> Services performed <input type="checkbox"/> Money loaned <input type="checkbox"/> Personal injury/wrongful death <input type="checkbox"/> Taxes <input checked="" type="checkbox"/> Other <input type="checkbox"/> Retiree benefits as defined in 11 U.S.C. § 1114(a) <input checked="" type="checkbox"/> Wages, salaries, and compensation (fill out below) Your SS # <b>263-13-3531</b> Unpaid compensation for services performed from <b>11-1-95</b> to <b>until the date the award is paid</b> (date) (date)		
<b>2. Date debt was incurred:</b> <b>06-11-98-06-11-02</b> <b>3. If court judgment, date obtained:</b> <b>06-11-98</b>		
<b>4. Total Amount of Claim at Time Case Filed:</b> <b>\$ 40,275,886.00</b> If all or part of your claim is secured or entitled to priority, also complete Item 5 or 6 below. <input checked="" type="checkbox"/> Check this box if claim includes interest or other charges in addition to the principal amount of the claim. Attach itemized statement of all interest or additional charges.		
<b>5. Secured Claim.</b> <input type="checkbox"/> Check this box if your claim is secured by collateral (including a right of setoff). Brief Description of Collateral <input type="checkbox"/> Real Estate <input type="checkbox"/> Motor Vehicle <input type="checkbox"/> Other _____ Value of Collateral \$ _____ Amount of arrearage and other charges at time case filed included in secured claim, if any \$ _____		
<b>6. Unsecured Priority Claim.</b> <input checked="" type="checkbox"/> Check this box if you have an unsecured priority claim. Amount entitled to priority \$ <b>40,275,886.00</b> Specify the priority of the claim: <input checked="" type="checkbox"/> Wages, salaries, or commissions (up to \$4,650), earned within 90 days before filing of the bankruptcy petition or cessation of the debtor's business, whichever is earlier - 11 U.S.C. § 507(a)(3) <input checked="" type="checkbox"/> Contributions to an employee benefit plan - 11 U.S.C. § 507(a)(4) <input type="checkbox"/> Up to \$ 2,100 of deposits toward purchase, lease, or rental of property or services for personal, family, or household use - 11 U.S.C. § 507(a)(6) <input type="checkbox"/> Alimony, maintenance, or support owed to a spouse, former spouse, or child - 11 U.S.C. § 507(a)(7) <input type="checkbox"/> Taxes or penalties owed to governmental units - 11 U.S.C. § 507(a)(8) <input type="checkbox"/> Other - Specify applicable paragraph of 11 U.S.C. § 507(a)( )		
<b>7. Credits:</b> The amount of all payments on this claim has been credited and deducted for the purpose of making this proof of claim. <b>8. Supporting Documents:</b> Attach copies of supporting documents, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, court judgments, mortgages, security agreements, and evidence of perfection of lien. DO NOT SEND ORIGINAL DOCUMENTS. If the documents are not available, explain. If the documents are voluminous, attach a summary. <b>9. Date-Stamped Copy:</b> To receive an acknowledgment of the filing of your claim, enclose a stamped, self-addressed envelope and copy of this proof of claim.		
Date <b>11-02-02</b>	Sign and print the name and title, if any, of the creditor or other person authorized to file this claim (attach copy of power of attorney, if any) <b>Beulah D. Johnson - creditor</b>	This Space is for Court Use Only <b>46092 Dmt</b> <b>RECEIVED</b> NOV 11 2002 <b>TRUMBULL SERVICES COMPANY</b> <b>11/26/02</b>

# Important Information

**About Your Retirement Income Projections**  
Your personal estimates on this statement were prepared by making a number of assumptions, including the assumption that your pay remains the same in the future. It is important for you to understand the following assumptions and how they affect your retirement income estimates. Please read the following information carefully.

## About Your Social Security Estimate

The estimate of your Social Security benefit does not take into account any spouse's benefit. It is based on your 2000 Kmart earnings and assumes you do not begin to receive your benefit until you reach age 65.

The Social Security Administration mails an annual statement to every worker age 25 or older. It provides a record of your Social Security-covered earnings and a more accurate projection of your potential Social Security benefit when you retire.

## About Your Profit Sharing and Savings Plan Estimates

1. The estimates of the possible retirement income from your profit sharing awards and your RSP account are based on your December 31, 2000 balance and assume that you manage your choice of investment options so that your retirement savings earn 8% annually.

2. To estimate the monthly retirement income amount the RSP could provide, we did the following:

- We estimated your age 65 account balance after first assuming that your annual pay and Kmart's total profit sharing amount will stay at the 2000 amount each year until you reach age 65 (your award could change as described in this statement). We also assumed that you continue to save at your current rate until you reach age 65 and that the company match continues at 50% on the first 6% of pay you contribute.

b. The age 65 estimated account balance arrived at in step 2a is then used to determine the amount you could withdraw in equal monthly amounts over the 20 years after you reach age 65.

3. Your estimates assume that you will have no future withdrawals from your savings. If you make any withdrawals, you will have less money available in your RSP account at retirement.

4. Your profit sharing award vests after you have completed five years of service. (Vesting is your ownership of a benefit, usually earned over time.) Your vested profit sharing award may be withdrawn only after your employment ends.

## If You Are Age 64 Plus

If you were age 64 or older on December 31, 2000, your 2000 income projections are based on your current benefits and RSP balance as of December 31, 2000.

Please direct any concerns you have regarding this statement to the Benefits Service Center by calling 1-800-33KMART.

The benefits mentioned here are governed by legal plan documents. The legal plan documents will be used in resolving differences, if any.

\*This hypothetical investment is based on an assumed interest rate of 8%, compounded annually. This assumed rate of interest is for illustrative purposes only and is not intended to represent performance of any specific investment, which may fluctuate.

Securities products and services are distributed by Prudential Investment Management Services LLC (PIMS), Three Gateway Center, 14th Floor, Newark, NJ 07102-4077. PIMS is a Prudential company.

MS BELLAH D JOHNSON 04828

1086 TORREY DR  
FAYETTEVILLE, NC 28331

**Congratulations, Bella! You've earned a profit sharing award of \$377.92**

See page 2 to learn how the amount of your award was determined.

## A Message from Chuck Conway

As we all know, 2000 was an extraordinary year for Kmart. Since closing on board last May, it's been clear to me that this company is made up of associates who have a passion for delivering the world-class service needed to make this company the #1 retailer.

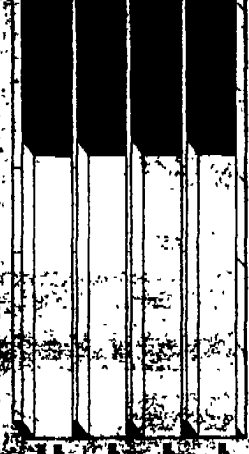
Working with daily urgency, we've spent the last nine months building and executing new strategies to build our shoppers. We're making big investments in the company's future, such as adding new registers with point-of-service features, staffing the stores to better meet customer needs, and improving our supply chain.

These improvements will help us to serve our customers better, increase our sales and profits, and make our jobs more enjoyable. These investments have come with a price - over \$2 billion - which reduced our profits and your profit sharing for 2000. However, I'm confident that our efforts to improve Kmart will result in major payoffs for all associates in the future.

Thanks for all of your hard work in 2000. I believe that if we work together, we will launch Kmart to a level of performance that blows away everybody's expectations.

Chuck Conway  
Chairman and CEO

## Ms. Bella D. Johnson's Estimated Monthly Retirement Income



To Change your investment choices or to change the amount you save, call the Benefits Service Center at 1-800-33KMART or visit [www.prudential.com/benefitsretirement](http://www.prudential.com/benefitsretirement).

**Your Profit Sharing**

1995 Award	\$223.69
1996 Award	\$296.87
1997 Award	\$331.52
1998 Award	\$281.78
1999 Award	\$420.53
Investment return on past awards	\$422.02
2000 Award	\$377.92
<b>Total</b>	<b>\$2,554.33</b>

Kmart's 2000 profit sharing award (above) has been deposited into your Retirement Savings Plan (RSP) account. Also deposited are any awards you received for 1995 - 1999, along with your investment return. Your future investment return depends on the investment choices you make. See your quarterly RSP statement, which you'll receive in about two weeks, for more information on your investment options.

**Your Retirement Projections**

Social Security	\$960.740
Pension	\$470.936
Profit Sharing	\$173.359
Company Match	\$205.32
Associate Savings	\$669.89
Age 65 Monthly Retirement Income estimate	<b>\$2,464.12</b>

Above is an estimate of how much your monthly retirement income from all Kmart-related sources could be. The last payoff below shows the monthly retirement income you could potentially have if you start saving through the RSP at 6%, 10%, or 16% of pay.\* Please take time to think over the statement income you want and how much you should be saving.

\*16 profit sharing and RSP investment income percentages under the projected plan are based on the 2000 plan year. Actual percentages will be based on the 2001 plan year. For other assumptions upon which these estimates are based, see page 4.

# HOW YOUR 2000 PROFIT SHARING AWARD WAS DETERMINED

Knart follows three steps to determine how the money our customers spend becomes your profit sharing award

## 1. Determine Knart Pretax Profits

Knart calculates how much money we made over the last 12 months (as of January 31) using this simple formula

Sales - Costs = Profits

Here's how it works for 2000

Sales of merchandise	\$ 37,028 billion
Costs of merchandise and other expenses	<u>-36,764 billion</u>
Profits before taxes	\$ 324 million

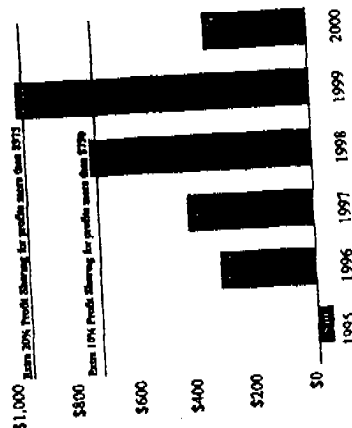
Every year since 1995, Knart has awarded a minimum of \$30 million in profit sharing to associates. When Knart's pretax profits are more than \$750 million, an extra 10% of the profits above \$750 million is shared with associates. When profits are more than \$975 million, then 20% of profits above \$975 million is shared.

**\$30 million or more**

Knart's profit sharing allows you to share in the company's success by awarding more money when profits are higher (see years 1998 and 1999 in the bar graph below). However, even in less profitable years - like 2000 - Knart awards a minimum of \$30 million to associates.

## Knart Pretax Profits

In millions



## Step 2: Calculate Your Share

Your share of the total profit sharing amount depends on your age on December 31, 2000 and your 2000 pay. As you get older, you get more because you have less time to grow the money through investing before you retire.

Your award is this percentage of your 2000 pay...

If you were...	Your award is this percentage of your 2000 pay...
24 or younger	0.221%
25 - 29	0.441%
30 - 34	0.662%
35 - 39	0.883%
40 - 44	1.104%
45 - 49	1.324%
50 - 54	1.545%
55 or older	1.766%

## Playing to Win

It's no secret that Knart has a vision to be the world's #1 retailer. That means being #1 in customer satisfaction.

It's also no secret that we have a long way to go to become #1. To get there, we are making major investments in our technology, our processes, and our workforce. But it will take more than money - we need all of our associates working together to improve our customer service.

By playing to win together, we can transform Knart into a more enjoyable and profitable place to work!

## It's Up to You

Your 2000 profit sharing award has been invested in the investment option(s) of your choice. If you never made a choice, your award was invested in the Conservative Portfolio. Now would be a good time to evaluate your savings goals and decide if you wish to make any changes. There are three possible changes for you to consider:

1. You can change your investment option(s) for future profit sharing awards and associate contributions.
  2. You can reallocate (transfer) your existing profit sharing account balance, as well as your associate contributions, among the available investment options (before-tax or after-tax).
  3. You can change your savings percentage or contribution type (before-tax or after-tax).
- You can make these transactions by calling 1-800-33KSMART or by visiting [www.prudential.com/online/retirement](http://www.prudential.com/online/retirement) and following the instructions provided by the Benefits Service Center. Please have your Social Security number and PIN ready.



## JOB DESCRIPTION

**TITLE:** Service Team Manager **PAY GRADE LEVEL:** 6  
**PAY CODE:** Kmart Store  
**REPORTS TO:** Store Team Manager  
**SUPERVISES:** **Direct Reports:** Checkout Service Team Supervisor, Service Desk Team Member, Layaway Service Team Member  
**Indirect Reports:** Customer Service Team Member, Customer Greeter (select)

**GENERAL SUMMARY:** Manages front end and layaway activities. Establishes and maintains work schedules for all direct and indirect reports. Practices and coaches the Guides to Excellence. Ensures friendly and efficient customer service. Greets all customers. Offers efficient and helpful service. Instills the sense of urgency needed to react to customer satisfaction/demands. Resolves all customer encounters. Oversees replenishment of Up Front merchandise. Reviews all areas of potential waste with Loss Control Team Members.

### ESSENTIAL FUNCTIONS:

1. Tours area of responsibility daily with the Replenishment Team Manager to determine and prioritize activities to be completed ensuring optimal customer service.
2. Manages the Checkout Service Team Members and Service Desk Team Members to ensure efficient register operations. Assists in training and development of Checkout Service Team Members to ensure efficient customer service and accurate recording of customer transactions.
3. Completes and maintains the service team work schedule to ensure fast, efficient, timely customer service at the front checkouts, service desk, front entrance, layaway and Kmart Solutions Desk.
4. Observes customer traffic and calls for additional Checkout Service Team Members as needed to provide quick customer service.
5. Ensures Checkout Service Team Members and Service Team Members record all Not on File event items, items without UPC bar codes and all event selling price discrepancies. Communicates all price difference information immediately to the appropriate parties.
6. Ensures all corporate programs and customer service initiatives are in place and consistently followed (i.e., Operation Invitation, Name Game)
7. Controls checkout supply expenses by following corporate guidelines. Suggests cost cutting methods, efficiency improvements to Store Team Manager.
8. Ensures all security procedures, customer service activities and proper policies are adhered to in the layaway department.
9. Reviews with Loss Control all cashiering activity including over/short.
10. Takes corrective action on all "Customer Service Index" issues recorded during last visit.
11. Ensures Checkout Team Supervisor maintains register stations by replenishing register supplies, removing shopping carts, cleaning and straightening the work area to provide a clean customer service area.
12. Ensures proper scanning, bagging, security tag removal procedures are followed.
13. Ensures proper procedures are in adherence for adjustments required corporately, federally or at state/local level (i.e, bounty, price promise, \$3.00 reimbursement policy).
14. Provides current ad copies for every register lane in operation.
15. Ensures all registers procedures (cash, check, charge, Kmart Cash Card, associate discount, rainchecks, coupon) are understood and followed. Charge cards imprinted when not scannable.
16. Ensures consistent replenishment of extended checkout merchandisers.
17. Performs the duties of a minimum of one additional job as directed, in order to maintain staffing flexibility and efficiency.

THIS JOB DESCRIPTION DESCRIBES THE GENERAL NATURE OF THE DUTIES AND REQUIREMENTS OF THIS JOB. IT IS NOT INTENDED TO BE AN EXHAUSTIVE LIST OR TO LIMIT THE SUPERVISOR'S ABILITY TO MODIFY WORK ASSIGNMENTS AS APPROPRIATE.

C6430 III  
4 of 5**KNOWLEDGE, SKILLS AND ABILITIES REQUIRED TO PERFORM ESSENTIAL FUNCTIONS:**

1. Strong reading, writing, oral and mathematical skills.
2. Minimum of one year register operation experience of equivalent.
3. Able to understand and follow written and oral instructions.
4. Repetitive bending, lifting, stretching and reaching.
5. Able to act quickly for resolution to customer satisfaction.
6. Able to practice all operator productivity standards.
7. Understands waste issues in regards to Not on File event items, items without UPC bar codes and all event selling price discrepancies.

CLAIM III  
 Desc  
 58f5



## 2001 U.S. Kmart Stores Pay Grade Structure Band B

Level 1 Starting Rate	Level 2 Starting Rate .25 Above Level 1	Level 3 Starting Rate .50 Above Level 1	Level 4 Starting Rate .75 Above Level 1	Level 5 Starting Rate 1.00 Above Level 1	Level 6 Starting Rate 1.25 Above Level 1
<ul style="list-style-type: none"> <li>• Checkout Service Associate</li> <li>• Customer Service Associate</li> <li>• Customer Greeter</li> <li>• Replenishment Associate</li> <li>• Restaurant Associate</li> <li>• Operations Associate</li> </ul>	<ul style="list-style-type: none"> <li>• Receiving Center Associate</li> <li>• Layaway Associate</li> </ul>	<ul style="list-style-type: none"> <li>• Loss Prevention Associate</li> <li>• Merchandise Claims and Control Associate</li> <li>• Service Desk Associate</li> <li>• Lead Checkout Service Associate</li> <li>• Office Associate</li> <li>• Invoice Clerk</li> <li>• Merchandise/Floor Cleaning Associate (Select Stores)</li> <li>• Assistant Lead Restaurant Associate</li> </ul>	<ul style="list-style-type: none"> <li>• Pharmacy Technician</li> <li>• Assistant Lead Receiving Associate</li> </ul>	<ul style="list-style-type: none"> <li>• Lead Restaurant Associate</li> <li>• Certified Pharmacy Technician</li> <li>• Lead Department Associate</li> </ul>	<ul style="list-style-type: none"> <li>• Lead Front End Associate</li> <li>• Lead Loss Prevention Associate</li> <li>• Lead Receiving Associate</li> <li>• Overnight Supervisor</li> <li>• Associate Development Coordinator</li> <li>• Lead Office Associate</li> <li>• Lead Unit &amp; Pricing Associate</li> </ul>
90 Day Increase	.25¢	.25¢	.25¢	.25¢	.25¢

**Based on Overall Rating Score Received on the Associate Performance Appraisal Form, an Annual\* Increase in the amount listed below will be granted.**

**NOTE: An associate whose rate per hour prior to receiving their annual increase is:**

- **near** the maximum pay grade rate for their pay grade level AND the amount of annual increase due would exceed the maximum pay grade rate, is to receive the full amount of annual increase due.
- **equal to or greater** than the maximum pay grade rate for their pay grade level, will be eligible for a longevity raise. A longevity raise is to be provided every year (annually) during the month of associate's anniversary date of employment, based on total points scored on associate's performance appraisal form. The amount of longevity raise is located in the Shaded Column of the Overall Rating Score.

*\*12 months from the date of hire and annually thereafter.*

Overall Rating Score	If current rate is:											
	Less than 8.50	8.50 or more	Less than 9.35	9.35 or more	Less than 10.05	10.05 or more	Less than 11.05	11.05 or more	Less than 11.55	11.55 or more	Less than 12.50	12.50 or more
91-100 Outstanding	.45¢	.20¢	.45¢	.20¢	.50¢	.25¢	.50¢	.25¢	.50¢	.25¢	.55¢	.30¢
71-90 Exceptional	.35¢	.15¢	.35¢	.15¢	.40¢	.20¢	.40¢	.20¢	.40¢	.20¢	.45¢	.25¢
46-70 Meets Expectations	.25¢	.10¢	.25¢	.10¢	.30¢	.15¢	.30¢	.15¢	.30¢	.15¢	.35¢	.20¢
21-45 Needs Improvement	0	0	0	0	0	0	0	0	0	0	0	0
0-20 Unsatisfactory	0	0	0	0	0	0	0	0	0	0	0	0
Maximum	Level 1	Level 2	Level 3	Level 4	Level 5	Level 6						
Rate	\$8.50	\$9.35	\$10.05	\$11.05	\$11.55	\$12.50						

### SPECIAL NOTE: PROMOTIONAL INCREASES

- Promotional Increases From One Level To Another Are To Be Granted As Follows:

LEVEL 1 TO LEVEL 2 - .25¢      LEVEL 1 TO LEVEL 4 - .75¢      LEVEL 1 TO LEVEL 6 - \$1.25  
 LEVEL 1 TO LEVEL 3 - .50¢      LEVEL 1 TO LEVEL 5 - \$1.00

- Example:

An associate promoted from level 2 to level 4 would receive a promotional increase of .50¢  
 An associate promoted from level 3 to level 6 would receive a promotional increase of .75¢

## Prescribed Medication For Beulah Johnson And physician

1. Aricept 10 MG 1 tab Nightly To help with memory ANTONIO Cusi
  2. Prozac 20MG 1 tab Daily For pain and depression L. Pruitt
  3. Glucotrol XL 10MG 2 tab Daily Diabetes Lysiane Pruitt
  4. Metformin HCL 500 MG 4 tab Daily Lysiane Pruitt
- Start on another sheet with prescribed medication with  
# 5. medication

## A list of nonprescription medication

1. Vitamin B-12 memory
2. Vitamin B-6 blood circulation
3. Cinnamon Tab 500 MG Diabetes
4. Garlic Pills blood pressure
5. Centrum A to Z INC - Daily Food Supplement
6. Folic acid 800 MG - heart
7. Soy Isoflavones - Hot Flashes
8. Vitamin For eye - Lutein high potency antioxidants  
For (glaucoma + cataracts)
9. Omega 3 memory
10. Vitamin E circulation / cramps

## Prescribed Medications For Beulah Johnson, M.D. Physician

5. Cozaar 100 MG - 1 tab daily - High blood Pressure - L. Pruitt
6. Amlodipine Besylate 10 MG - 1 tab daily - high blood pressure - L. Pruitt
7. Isosorbide - Chest pain - (MN 50 MG ER  $\frac{1}{2}$  tab) daily - S. Ejeh
8. Omeprazole - acid reflux - (20 MG capsule) 1 daily - L. Pruitt
9. Vitamin D 1.25 1 tab monthly - Bone deficiency - L. Pruitt
10. Humalog U 100 (For subcutaneous use) - Diabetes - B. Nnolim
11. Humalog Insulin  $\frac{75}{25}$  46 units morning / 46 nightly - Diabetes - Nnolim
12. Limbrel 250 MG 2 tabs daily - arthritis pain - Z. Walsh
13. Metoprolol Succ ER 50 MG 1 tab at bedtime - chest pain - S. Ejeh
14. Crestor - for high cholesterol (to lower cholesterol) L. Pruitt  
2 tabs at bedtime 10 MG
15. Aspirin 325 MG 1 tab daily - pain reliever, help with swelling  
condition such as arthritis, to prevent stroke & heart attack - S. Ejeh
16. Ranitidine 150 MG tab 2 tabs daily - reduces acid in stomach  
(L. Pruitt)
17. Detrol La 2 mg twice daily - over active bladder - L. Pruitt
18. Zytac 10 MG - 1 tab daily - extreme sinus problem - L. Pruitt
19. Travatan Z - drops nightly - For glaucoma - G. Copeland  
(travoprost ophthalmic solution) 0.084%
20. Betimol - drops daily - For glaucoma - G. Copeland  
(timolol ophthalmic solution) 0.5%
21. mupirocin 2% twice daily - rash vaginal Area - Kelly Fogarty
22. Hydrocort AC 25 MG Suppository - use twice daily Dr. Davis  
(For hemorrhoids)
23. Ibuprofen 800 MG 1 tab Every eight hours - alternate with  
limbrel - Z. Walsh - For pain and swelling
24. propo-N/AAP 100 - 650 1 tab every six hours - alternate with  
limbrel - pain reliever - Z. Walsh



NATION

7A

# Marshals seize Kmart store tills

## Court order given when bond not paid; company outraged

**MIAMI (AP)** — When Kmart Corp. failed to pay up immediately on a \$2 million court order, U.S. marshals declared their own blue-light special at two stores.

Agents dressed in raid jackets emptied the cash registers of \$45,000 Monday night at stores in Hollywood and Davie.

A court clerk gave the go-ahead for lawyers to collect the money when Kmart failed to post the required bond in an age-discrimination lawsuit.

"Jesse James held up a train and counts his money in the woods. These guys counted it on the counter in the front of everybody," said Louis Eso, who was shopping with his wife at the Kmart in Hollywood when it was raided.

### Company angered

Company officials were outraged.

"I would have to think our federal marshals would have other activities they could be attending to rather than this charade," said Shawn Kahle, a spokeswoman for the Troy, Mich.-based department store chain.

In August, a federal jury awarded three former Kmart pharma-

cists \$2.17 million in back pay and damages.

The jury found that Kmart engaged in age discrimination when it began a program to bring in a younger management team to fill the positions of pharmacists, store managers and others.

U.S. District Judge C. Clyde Atkins lowered the verdict to \$920,000 plus lawyers' and court fees.

Atkins agreed to stop the three plaintiffs from collecting while the case is under appeal, but Kmart had to post a \$2 million bond in case it loses.

### Collection begins

When the bond paid wasn't posted by Monday afternoon, the court clerk issued a writ and ordered U.S. marshals to collect. Lawyers for the pharmacists met with the marshals and decided on raiding the two stores about 25 miles north of Miami.

The stores were picked because they were closest to the marshals' homes; they had no connection to the age-discrimination case.

The writ "allows us to attach any assets Kmart Corporation owns," lawyer Glen Waldman said.

"We could have taken their goods. We could have taken their cash registers. We had considered backing up some semi trucks and taking the merchandise. But we decided this would be easier for us."

The marshals and local police entered the stores, spoke to the managers and collected the cash. They took only bills, no change.

"We just kept it real low-key. We didn't want to stir up any dust," said John Hackman, a supervisory deputy U.S. marshal.

The two stores stayed open during the raids, but customers had to pay with credit cards, checks or exact change.

Kmart paid the \$2 million bond

in time to avoid a third raid planned for Tuesday.

Kmart was getting the bond together Monday when the raids were ordered, Kahle said. The court had closed by the time it had the money ready to be wired, she said.

Waldman said he was just trying to protect his clients' interests.

Atkins does not comment on his cases, his secretary said Tuesday.

The discrimination suit was filed two years ago on behalf of Seymour Kobal, who was 63 when he was fired in 1993; Raquel Puentes who was 65; and William Gordon, who was 62. All three were pharmacists at stores in the Miami area.

## PARTY SUPPLIERS

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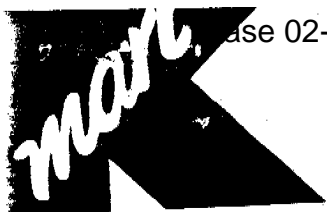
Highland Shopping Center



Large supply of unique gifts, Bears, Mugs, Candy, Coffees, Baskets and lots to choose from!

66717M

Exam II: 10/14



# FBI probes Kmart papers

■ Authorities suspect the bankrupt company of possible criminal violations.

**By David Enders**  
The Associated Press

**DETROIT** — The Federal Bureau of Investigations is reviewing Kmart Corp. documents as part of an investigation into possible criminal violations at the bankrupt company.

The investigation is one more hurdle for the discount retail giant. Kmart posted a loss of \$2.42 billion for the 2001 fiscal year in a filing Wednesday with the Securities and Exchange Commission, which also is looking into Kmart's accounting.

"All I can tell you is we are looking at the situation with Kmart to see if there are any criminal violations," FBI Special Agent Dawn Clenney said Thursday. "We have to have some time to review documents."

Kmart spokesman Jack Ferry said the company was notified of the FBI investigation earlier this year.

"Kmart is cooperating fully with the FBI," he said, and declined to comment further.

The SEC is under increased pressure to investigate criminal wrongdoing in bankruptcy cases in the wake of Enron Corp.'s collapse, said Jerry Reisman, a corporate fraud expert with the law firm Peirez and Reisman in New Jersey. Reisman said it's uncommon for the FBI to get

See next page with →

Case 02-02474  
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"The change in times predicated by potential criminal activities at Enron have now placed a greater burden on the SEC, the Department of Justice and the FBI to investigate criminal wrongdoing at companies of any size," Reisman said.

### Loans questioned

But he said the reasons for investigating Kmart are likely more than just post-Enron caution.

"It has been reported that Kmart executives may have taken improper loans from the company prior to their leaving the company," Reisman said. "These individuals profited at a time when the shareholders posted great losses."

Kmart paid more than \$23 million in executive retention loans between October and its Jan. 22 bankruptcy filing.

A Kmart official said the company is considering trying to recover some of those loans.

Dea Arm V

4 of 4

## Kmart's earnings up in 4th quarter

**TROY, Mich.** — Kmart Corp.'s fourth-quarter earnings rose about 17 percent from a year ago, boosted by strong sales of brands exclusive to its stores including the Martha Stewart Everyday line of home-oriented products.

The Troy, Mich.-based retailers said Monday it earned \$412 million, or 77 cents a share, in the quarter ended Jan. 26, compared with \$353 million, or 65 cents a share, a year ago.

A staff and wire report

INDIC

UNITED STATES BANKRUPTCY COURT  
NORTHERN DISTRICT OF ILLINOIS  
EASTERN DIVISION

In re:	)	Case No. 02 B 02474
	)	
KMART CORPORATION,	)	
	)	Honorable Susan Pierson Sonderby
Debtor,	)	
	)	Hearing Date: November 3, 2009
	)	Hearing Time: 11:00 a.m. (CDT)

REVISED RESPONSE TO ORDER GRANTING KMART CORPORATION'S MOTION FOR ORDER  
APPLYING BANKRUPTCY RULES 7008 AND 7012 TO CONTESTED MATTER ON CLAIM OF  
BEULAH D. JOHNSON

Now comes Beulah D. Johnson requesting a reverse order for granting Kmart Corporation's Motion for Order Applying Bankruptcy Rules 7008 and 7012, (Rules 7008 and 7012 of the Bankruptcy Rules of Procedure), shall not apply to the contested matter over the claim of Beulah D. Johnson signed by Honorable Judge Susan Pierson Sonderby on June 23, 2009.

1. I am Beulah D. Johnson; I reside at 1086 Torrey Drive, Fayetteville, NC 28301, birthday March 14, 1951, a high school graduate. I attended Fayetteville Technical Community College.
2. On June 11, 1998, Kmart ignored the notice of the trial for Beulah D. Johnson in the United States District Court, Eastern District of North Carolina with Honorable Judge Terrance W. Boyle. Judge Terrance W. Boyle verified in court the notification to Kmart. The case was tried and heard and a decision was rendered. The judge stated "Does Kmart not realize the seriousness of this matter."
3. I, Beulah D. Johnson started with Kmart on or about September 14, 1972. I experienced problems of Kmart being discriminatory at the beginning. (Enclosed letter dated in 1975 that will be explained in full details [EXHIBIT A]).
4. In January 9, 1975 store #4357, West Colonial Drive in Orlando, Florida, the position of Checkout Supervisor was taken away and given to a young white female who I had trained. Kmart in Orlando, Florida would not give me my proper raises. The personnel manager, Carol, failed to key my raises given by the store manager. Ms Carol would make excuses, especially for my merit raises.

EEOC investigated, found things favorable to me, but I decided not to bring a lawsuit. I relocated to Fayetteville, North Carolina.

5. After moving to Fayetteville, North Carolina, I started as a checkout supervisor with continued discrimination and retaliation. I started to work at the Kmart in Fayetteville, on or about April 26, 1976.

6. Under Glenn Dixon, store manager; on August 1, 1989, I was demoted from checkout supervisor to door greeter without warnings or any complaints, effective August 24, 1989. This position was changed from a level three to a level one. From that time on, it was a continuous change of levels which resulted in a pay cap. He stated it was a company changed. I know my records were altered on September 1, 1990 before being mailed to headquarters. As noted on my personnel interview record, the position changed to a level four was inconsistent to prior personnel interview record. Yet, he did not put the highest-level positions that I had worked in the computer. (See copies of personnel interview records [EXHIBIT B]). On or about October 13, 1993, my pay was increased by 25 cents and my level changed from a 3 to 4. However, on February 21, 1994, Alice Wiggins, personnel manager changed my level from a 4 to 3. Kmart gave the full-time position merchandise team manager to Andrea, clock # 117; a white female who was approximately 28 years old on or about April 1995. I, Beulah D. Johnson, was 45 years old. This job was taken from me and given to this white young female.

7. Maria Heaps was giving the patio manager, a white female on or about January 1996. This position was not posted.

8. I asked to be considered for the position of assistant manager. It was given to a young white male, Mr. Wade, clock #409, who was around the age of 25. He started as a trainee on or about June 10, 1996. I was at the age of 46 and had been employed with the company for 24 years and not given the opportunity to be a trainee for the position. A position was given a few months later to a young white female, named Kathy (under the age of 40) who worked as a substitute for personnel assistant for 2 ½ years. Kmart on or about August 12, 1996, the personnel assistant was given to a white female, named Elizabeth, clock #123. I will enclose signed letters and personal statements by 30 witnesses concerning discrimination with regards to promotions and raises [EXHIBIT C, D, E].

9. Kmart Attorneys' asked, "Why I did not get my money?" I need to ask Attorney Phillip Barton, (my attorney) and Kmart this same question. Another question to ask was he threatened

or paid off? I paid in advance \$7,500 in attorney fees to Attorney Phillip Barton to handle this case.

10. Kmart has disobeyed a court order for payment and manager's training. I believe I was discriminated against because of race (black) in violation of Title VII Civil Rights Act of 1964, as amended and the Age Discrimination in Employment Act of 1967, as amended (Enclosed written letters [EXHIBIT F]).

This is the 2<sup>nd</sup> day of November, 2009

Beulah D. Johnson  
Beulah D. Johnson



**CERTIFICATE OF SERVICE**

Beulah D. Johnson, the claimant, certifies that she served her Statement of Claims by depositing the same in first-class, postage prepaid U.S. mail addressed to:

Attorney William J. Barrett  
200 West Madison Street, Suite 3900  
Chicago, IL 60606

Kathryn Gleason, Esq.  
United States Trustee  
219 S. Dearborn Street, Room 873  
Chicago, IL 60604

This is the 2<sup>nd</sup> day of November, 2009

Beulah D. Johnson  
Beulah D. Johnson

January 22, 1975

International Headquarters  
S.S. Kresge Company  
3100 W. B.G. Beave  
Troy, Michigan

Dear Sirs:

My name is Beulah Dyer and I am a black employee. The purpose of this letter is to register an official complaint of racial discrimination against the S.S. Kresge Company. I have been employed with K-Mart department store #4357, on West Colonial Drive, in Orlando Florida for two and one-half years. During this period, several incidents have happened to me which leaves no doubt in my mind that they were the direct result of racial discrimination against me as an employee of this particular store.

I began working for K-Mart as a part-time cashier in August of 1972. In two and a half years, I have worked my way up from part-time cashier to check-out supervisor. On January 6, of this year the management informed me, without any prior warning or official complaints, that effective January 9, the position of supervisor would be taken from me and given to a white assistant supervisor that I had trained since I was "very observant" but, "not good enough to be a supervisor." The manager graciously informed me that although I could have been "fired" or "laid-off", I would retain my old position of cashier, with no decrease in pay, since I was one of the best cashiers that the store has, and would serve the store "best as a cashier." At no point in the encounter did the management ever explain to me why was I not capable of my job as a supervisor; why had I not been been informed of lapses in duty and failures to meet responsibilities earlier; and, if these accusations were, indeed, valid—and they are not—why was I not warned earlier and given the opportunity, or option, to improve my performance.

This incident is the culmination of a series of equally unfair and discriminatory acts against me and other Black employees over the two and a-half years that I have been employed with this store. The first blatant act of discrimination against me happened when the position of supervisor first became open. I was called into the personnel office and told by the personnel manager, and an assistant manager, that I had been transferred to another store department. I was officially informed that I had no choice in the matter and that I had to accept the transfer or "else." I consulted the manager to inquire why was I forced to accept a transfer without my consent when other store personnel were given a choice in such matters. He subsequently told me that my work in check-outs was very satisfactory, and that I was not required to accept a disagreeable transfer. Therefore, I became next in line for the supervisory position because of my seniority and work performance.

During the ten months that I was supervisor, I was plagued by lack of co-operation on the part of the store personel. I was not allowed to exercise the full authority to operate maximally in my capacity as supervisor. I have had to wait up to a period of two-and-a-half months to recieve delinquent raises. on one ocasion, I had to consult the store manager three times before recieving a raise that was due to me. In additon, I have been confronted several times by the personel manager and assistant managers and spoken to in a manner I consider quite inappropriate to my position as a supervisor and not respectful to me as a capable, fully-functioning adult.

In conclusion, these are only a few of several incidents that leave no doubt that my removal as check-out supervisor is strictly the result of racial discrimination, rather than any lack of ability or efficiency on my part. I am filing this official complaint because I like my job; I am qualified to keep it; I have worked very hard to attain it; and I don't think that I should be excluded from a job that I want and am qualified for simply on the basis of race. As such, your prompt attention would be gratefully appreciated.

Thank you very much.

Yours truly,

Beulah Dyer



S. S. KRESGE COMPANY

SOUTHERN REGIONAL OFFICE

2581 PIEDMONT ROAD, N. E.

ATLANTA, GEORGIA 30324

February 12, 1975

Ms. Beulah Dyer  
Route 7 Box 160A  
Orlando, Fla. 32805

Dear Ms. Dyer:

We have received a copy of your January 22, 1975  
letter concerning your problem in Store #4357,  
Orlando, Florida.

We have taken the liberty of sending this letter  
on to Mr. J. G. Mestan, who is the District Manager  
of the stores in that area. He will conduct a  
complete investigation and will be in touch with  
you as to his findings.

Thank you for writing.

Yours very truly,

S. S. KRESGE COMPANY

J. R. Lynch  
Regional Personnel Manager

JRL:dbh

cc: J. G. Mestan

Exhibit A 9054



S.S. KRESGE COMPANY

SOUTHERN REGIONAL OFFICE

2581 PIEDMONT ROAD, N. E.

ATLANTA, GEORGIA 30324

RETURN IN FIVE DAYS

Ms. Beulah Dyer  
Route 7, Box 160A  
Orlando, Fla. 32805



**PERSONNEL INTERVIEW RECORD**  
(FILE IN PERSONNEL RECORD FOLDER)

Beverly Dyer 106 C/O  
Name Clock No. Department

**TYPE OF INTERVIEW**

CHECK TYPE

Manager's Annual ☐Change of Responsibility ☒Performance Review ☐Employee Request ☐Conduct ☐Cash Register Operation ☐**SUBJECT****SUMMARY OF DISCUSSION**

We are moving Beverly  
from C/O to Indants Dept.

Beverly Dyer  
Employee

Witness

Shirley Greenway  
Interviewer

Date

(An Equal Opportunity Employer)

## PERSONNEL INTERVIEW RECORD

(PLACE IN CONFIDENTIAL EMPLOYEE RECORD FOLDER, CODE 94-45-19)

Name Boulah Oyer Clock No. 106 Department Customer Service employee

### TYPE OF INTERVIEW

CHECK TYPE

- |                                                              |                                               |                                        |
|--------------------------------------------------------------|-----------------------------------------------|----------------------------------------|
| <input type="checkbox"/> Cash Register Operation             | <input type="checkbox"/> Conduct              | <input type="checkbox"/> Other-Explain |
| <input checked="" type="checkbox"/> Change of Responsibility | <input type="checkbox"/> Corrective Interview | <input type="checkbox"/> Wage Review   |
| <input type="checkbox"/> Commendation Interview              | <input type="checkbox"/> Employee Request     |                                        |

### SUBJECT

New Job Responsibilities

### SUMMARY OF DISCUSSION

Effective 8-24-89 Boulah's New  
job will be a customer service employee as was  
discussed. These changes are being made due to  
the new P&H To Excellence program. This job  
is a level I. NO adjustment in her wages will be  
made since this job of floor supervisor is being eliminated.

### EMPLOYEE COMMENTS

Boulah Oyer

Employee's Signature

Witness' Signature

W.D.H.

Interviewer's Signature

8-1-89

Date

(An Equal Opportunity Employer)

RETENTION: INDEFINITELY

**JOB DESCRIPTION**

**JOB TITLE:** CUSTOMER SERVICE EMPLOYEE

**REPORTS TO:** CUSTOMER SERVICE ASSISTANT MANAGER OR CUSTOMER SERVICE SUPERVISOR

**PAY GRADE LEVEL:** ONE

**FUNCTION:** The function of the Customer Service Employee is to provide assistance to customers, maintain merchandise displays, and operate a register at checkouts as needed.

**DUTIES:**

- 1) Greet all customers and assist as needed.
- 2) Respond to all customer service calls that relate to their assigned area of responsibility. In addition, help customers in areas other than the assigned area of responsibility.
- 3) Perform checkout service duties as scheduled on an on-call basis.
- 4) Adhere to counter maintenance standards.
- 5) Fill advertised merchandise displays as needed.
- 6) Maintain stockroom bin and loft areas in a neat and orderly manner as needed.
- 7) Place and sign merchandise as directed.
- 8) Cross trained in a minimum of one additional area of store operations as deemed necessary by the General Manager.
- 9) Perform any tasks or duties deemed necessary by store management.

COPY GIVEN TO BEDLAN DYER  
8-1-89 Benlak Dyer



Name Beulah Oyer

Clock No. 106

Dept. \_\_\_\_\_ Position \_\_\_\_\_

**TYPE OF INTERVIEW**

- ☐ Change of Responsibility    ☐ Other-Explain  
☐ Employee Request        ☐ Wage Review

**SUBJECT** Change of Levels

**SUMMARY OF DISCUSSION**

Before Pat to Excellence started in 1989, Beulah WAS a Level 4 Floor Supervisor. Now [1997] that position has been eliminated - Beulah is being re-classified into level 3 since she does spend Time Supervising the checkouts, working on the Service Desk, and still does help the assistant manager at night & on weekends catch calls etc. A Big portion of her time is spent in level I [customer Service] and level II [layovers] etc. and as stated level III [Service Desk & c/o Supervisor].  
Beulah does understand that when she reaches the cap on level III no level adjustments will be made and that the policy allows a raise every other year.

**EMPLOYEE COMMENTS**

In signing this statement, I hope in the future a job could open that I may be consider in helping out with the POS team.

Employee's Signature  
Beulah Oyer #106  
Signature of Individual Present

Interviewer's Signature  
[Signature]  
Date 9-1-90

Name Bender Dyer Clock No. 106  
Position Chief Supervisor

Dept. \_\_\_\_\_  
☐ Change of Responsibility  
☐ Employee Request  
☐ Other-Explain  
☐ Wage Review

**TYPE OF INTERVIEW**

**SUBJECT** Transfer To 4826  
**SUMMARY OF DISCUSSION** no changes necessary

**EMPLOYEE COMMENTS**

Bender Dyer #106  
Employee's Signature

[Signature]  
Interviewer's Signature  
10/14/92  
Date

Signature of Individual Present

(An Equal Opportunity Employer)

RETENTION:  
8 YEARS FROM DATE OF SEPARATION

Exhibit B 0010

PERSONNEL INTERVIEW RECORD

Case 02474 Doc 32183-11 Filed 11/05/09 Entered 11/05/09 08:26:32 Desc Document Continued Page 35 of 50

(PLACE IN CONFIDENTIAL EMPLOYEE RECORD FOLDER)

Bendak Weyer

Name

134

Clock No.

Cashier Sup. Cust. Serv. etc

Position

TYPE OF INTERVIEW

(CHECK TYPE)

Cash Register Operation

Change of Responsibility

Commendation Interview

Conduct

Corrective Interview

Employee Request

Wage Review

SUBJECT

SUMMARY OF DISCUSSION

Bendak understands about the quarters for children safety pass and keys for wheel chair and is course customer service. Greets as up front friendly service.

EMPLOYEE COMMENTS

Bendak Weyer

Employee's Signature

Alicia Whiggins

Interviewer's Signature

1-25-93

Date

Signature of Individual Present

(An Equal Opportunity Employer)

RETENTION:  
8 YEARS FROM DATE OF SEPARATION

CODE (28) 0-944516-11.1—Pads 50's—(Rev. 6/89)—CCI—D

# PERSONNEL INTERVIEW RECORD

(PLACE IN CONFIDENTIAL EMPLOYEE RECORD FOLDER, Code (28) 0-944519-11-5)

Buelah Dyer

134  
Clock No.

Quin M. Jean  
Position

**TYPE OF INTERVIEW**  
(CHECK TYPE)

Cash Register Operation ☐  
Change of Responsibility ☒  
Commendation Interview ☐

Conduct ☐  
Corrective Interview ☐

Employee Request ☐  
Wage Review ☐

**SUBJECT** : Change from level 3 to level 4

**SUMMARY OF DISCUSSION** : Pay increase of 25¢ 945-970

effective date 10-13-93

**EMPLOYEE COMMENTS** :

Buelah Dyer  
Employee's Signature

Signature of Individual Present

Quin M. Jean  
Interviewer's Signature

10-13-93  
Date

(An Equal Opportunity Employer)

**RETENTION:**  
8 YEARS FROM DATE OF SEPARATION

PERSONNEL INTERVIEW RECORD

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(PLACE IN CONFIDENTIAL EMPLOYEE RECORD)

Name: Buelah Weyer Clock No. 134 Position Subl 3

TYPE OF INTERVIEW (CHECK TYPE):

Cash Register Operation ☐ Conduct ☐ Employee Request ☐  
Change of Responsibility ☐ Corrective Interview ☐ Wage Review ☐  
Commendation Interview ☐

SUBJECT: Level Change from 4 to 3

SUMMARY OF DISCUSSION: 1. Over to Buelah not traveling with  
Verification team her level has been reduced  
and we have promised 25% if the team starts  
traveling again then Buelah will receive the level  
change back to level 4

EMPLOYEE COMMENTS: Due to the fact that I was given the  
job of traveling with audit team, and my level  
changed from a three to a four and as long as I  
remain on team I would be fixed as a substitution on the M T M team  
I would keep my level. This is second time my level  
has been changed to company change. I think this not fair to me  
because I was told that I would always keep this position  
unless I decided to change position or give up the job. I  
worked a level 4 for years, instead of progressing, I'm continuously regressing  
Refused to sign on

Employee's Signature: [Signature] Interviewer's Signature: [Signature]

Signature of Individual Present: [Signature] Date: 2-21-94

(An Equal Opportunity Employer)

RETENTION: 8 YEARS FROM DATE OF SEPARATION

CODE (28) 0-944516-11-1-Pads 50's-(Rev. 6/89)-CCI-D

9-4-10

Beulah's Original letter  
was Mailed to Legal  
Dept. on November 4,  
1996. Folder sent to  
Sharon Geyer: Legal

744519-11-5

134

No.

ent Geyer

☒ Other, Explain  
☐ Wage Review

up on Beulah's letter to K.T.H. Dept letter to K.T.H.  
assured Beulah that in the future when every has followed  
positions are available Beulah's personal file he has  
will be gone over just like all other associated personnel file  
positions - Mr. Maloney has given Beulah the opportunity to discuss any concerns she  
may have and as a new manager at 4836 will have an open door & fair  
policy for all associates -

**ASSOCIATE COMMENTS**

Refused to sign  
Associate's Signature

Signature of Individual Present

James Encher  
Ramona L. Marshall  
Interviewer's Signature

Date

11-6-99

(An Equal Opportunity Employer)

Retention  
8 Years from Date of Sep

Exhibit B  
10/15/10

Place in Associate Confidential Record Folder, Code (28) 944519-11-5

Bentah Johnson

Name

Clock No.

134

Dept.

C/O

Position

C/O Supervisor

**TYPE OF INTERVIEW**

☐ Change of Responsibility

☐ Associate Request

☒ Other, Explain

☐ Wage Review

**SUBJECT**

CSI

**SUMMARY OF DISCUSSION**

Discussed CSI with Bentah Johnson. I reviewed with her (him) the 10 ft rule. She (he) understands that they are to make eye contact with each customer, smile, and give a pleasant hello. Each associate is to come to work properly dressed wearing their name tag. When assisting customers & each associate is to ask questions to clarify the customer needs. Suggest additional items and ask if they can be of any further assistance. Friendly helpful service is a requirement for working at Kmart.

**ASSOCIATE COMMENTS**

Bentah Johnson

Associate's Signature

Signature of Individual Present

Ann Ward

Interviewer's Signature

Date

8/5/96

(An Equal Opportunity Employer)

Retention  
8 Years from Date of Separation

11/28/95

Dear Mr. Clifton,

I'm sending a copy of a letter, I wrote to Kmart International Headquarters. After calling the headquarters, I was directed to you.

Mr. Maloney discussed this matter with me briefly, but for various reasons given, I haven't been able to talk to him again.

Due to the fact, this matter concerns Mr. Maloney's boss, Mr. Guyon Dixon, Mr. Maloney has limited powers, that's why I'm writing to you.

I'm asking Kmart for my level four back, I'm asking for all my raises promised and not given, or given and taken back. I'm asking for all ~~my~~ back pay, I'm asking to get into the Assistant manager's program, and to become an assistant manager at number 4826. I want to know, what is Kmart doing about the investigation of Mr. Guyon Dixon. I want to know what Kmart plan on doing



C 2 of 45

concurring, all those years of un-  
happiness, causing memory loss,  
pain and suffering to me which  
effected my immediate family, due  
to unnecessary harassment.

Thank you in advance for  
your assistance in this matter.

Yours Truly,  
Beverly Brown

P.S. If I do not get a reply in  
ten days, I will take further  
action.

10/10/96

To Whom It May Concern:

We the under sign are writing this letter with the utmost concern for our futures.

We are Kmart associates and most of us have been employed for several years. We are employed with Kmart #4826, 1931 Skibo Road, Fayetteville, N.C. 28314, under management and district management of Mr. Dixon. Our present manager is Mr. Jim Maloney, who has been with us for a short time.

When hired by Kmart, we were informed that this was an Equal Opportunity Employer; this we feel is a false statement made by the company.

Kmart over the years has displayed over and over again continued discrimination toward minorities (blacks).

We have received lower raises, we are usually passed over for promotions. Kmart in comparing money and time with company, you will find, whites with lesser time having higher positions, as whites with the same time having higher positions and a higher income, however they have lesser qualification than the minorities.

Kmart stresses dismissal if raises and salaries are discussed. We feel due to the unfairness exhibited and procedures used is why the company makes everything strictly confidential.

The last six positions were filled by whites, they are

head security, garden shop manager, frontend manager, stock replenishing manager, sporting goods manager, and on approximate 8-12-96 the position of personnel assistant was given to a white female age around 25, who had no formal training has not been employed for a year with the company. The employee's name is #123, Elizabeth.

These actions are being taken because we want a future.

Respectfully,

Kmart Associates

- |                             |                                |
|-----------------------------|--------------------------------|
| 1. <i>Phuon Lee Jr.</i>     | 17. <i>Anthony Brumby</i>      |
| 2. <i>Boulah Johnson</i>    | 18. <i>Maihelle D. Kendic</i>  |
| 3. <i>Ethel Potts</i>       | 19. <i>Carrie N. Reid</i>      |
| 4. <i>Melba Hill</i>        | 20. <i>Fremison Bradley</i>    |
| 5. <i>Shea Dwyer</i>        | 21. <i>De la Cruz Bachman</i>  |
| 6. <i>Mary Lambert</i>      | 22. <i>Garth Shariff</i>       |
| 7. <i>Raymond A. Lane</i>   | 23. <i>Stanley W. Dunn</i>     |
| 8. <i>Aggins</i>            | 24. <i>Sharon M. Kimmom</i>    |
| 9. <i>Ginnie Dwyer</i>      | 25. <i>Mary B. Hall</i>        |
| 10. <i>Leonard M. Dwyer</i> | 26. <i>Mary Massey</i>         |
| 11. <i>Marita Lall</i>      | 27. <i>Synelle J. Jernigan</i> |
| 12. <i>Kelley Bridges</i>   | 28. <i>Sherrie Hulse</i>       |
| 13. <i>John Helit</i>       | 29. <i>Lane Dawson</i>         |
| 14. <i>James L. Brown</i>   | 30. <i>David B. B...</i>       |
| 15. <i>Brigitte M. C...</i> |                                |
| 16. <i>Jacqueline Dwyer</i> |                                |
| 17. <i>Mario Self</i>       |                                |

EMPLOYER DISCRIMINATION COMPLAINT FORM

DATE 11-26-96

PLEASE PRINT CLEARLY IN BLACK INK.

1. NAME: FIRST Mary MI B LAST HALL
2. ADDRESS: STREET 129 Maranatha <sup>Ch.</sup> ~~Church~~  
CITY, STATE, ZIP Spring Lake North Carolina 28390
3. PHONE #: HOME (910) 496-1576 WORK (910) 868-7456
4. DATE OF BIRTH: MONTH 07 DAY 26 YEAR 38
5. SOCIAL SECURITY #: 267-54-1858
6. RACE Blk SEX Female

7. FORM OF DISCRIMINATION EXPERIENCED:

- A. RACIAL X  
B. AGE     
C. SEX     
D. OTHER

E. COMMENTS: I have a list of Complaints That  
I would like to discuss with someone  
then make we can ~~make~~ decide what  
charges can be made.

8. ACCUSED CORPORATION: K MART, 1931 SKIBO ROAD, FAYETTEVILLE N.C. 28314

9. DISTRICT/FORMER MANAGER: GLYNN DIXON

10. PRESENT MANAGER: JIM MALONEY

11. PERSONNEL MANAGER: RAMONA MARSHALL

SIGNATURE Mary B. Hall

EMPLOYER DISCRIMINATION WORK SHEET PAGE 2

DATE 11-26-96

1. NAME: FIRST Mary MI 3 LAST Hall
2. POSITION Check out Cashier
3. YEARS EMPLOYED 2
4. LEVEL 1
5. YEARS AT CURRENT LEVEL 2

6. PLEASE LIST BELOW DATES OF DISCRIMINATION, PROMOTIONS, DEMOTIONS, EVALUATIONS, RAISES AND BENEFITS WITHIN THE LAST 6 MONTHS. IF THERE IS NOT ENOUGH SPACE PROVIDED BELOW, PLEASE ATTACH ADDITIONAL SHEETS WITH YOUR SIGNATURE.

I began working with Kmart in May 1995 in Honolulu Hawaii. I left Hawaii in March of 1996 and began working with the Kmart here in April of 1996. This year all of my complaints started after coming here to the Fayetteville store.

SIGNATURE \_\_\_\_\_

Date 11-11-96

Please Print in black ink all information clearly.

1. Name - First Mary Middle B Last Hall2. Address: street 129 Maranatha CircleCity, State, Zip code Spring Lake, North Carolina 283903. Home Number (910) 496-1576 work Number (910) 868-74564. Birthday - Month 07 Day 26 year 19385. Social Security Number 267-54-18586. Race Black sex female

7. Discrimination Charge

Race fact Age fact Both fact8. Employer Kmart # 4826

Address

9. ~~Address~~ 1931 Skibo Road Fayetteville, N.C. 2831410. EX-manager, District manager Mr. Glynn Dixon11. Present Manager - Mr. Jim Maloney12. Human resource manager Romana MarshallSignature Mary B Hall

DATE 11/10/96

1. NAME: FIRST Sherrie MI D LAST Hill

3. PHONE #: HOME (910) 485-7609 WORK (910) 868-7456

5. SOCIAL SECURITY #: 242 39 3725

**7. FORM OF DISCRIMINATION EXPERIENCED:**

- E. COMMENTS:** \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**11. PERSONNEL MANAGER: RAMONA MARSHALL**

**SIGNATURE** Sherrill D. Hill  
Assistant Mgr.

C 90445

EMPLOYER DISCRIMINATION COMPLAINT FORM

DATE 12-02-96

PLEASE PRINT CLEARLY IN BLACK INK.

1. NAME: FIRST Anthony MI MI LAST Brenson

2. ADDRESS: STREET 2903 GORDON WAY  
CITY, STATE, ZIP FAY N.C. 28303

3. PHONE #: HOME 433-0893 WORK 868-7456

4. DATE OF BIRTH: MONTH 9-~~8~~ DAY ~~3~~ 11 YEAR 51

5. SOCIAL SECURITY #: 055-44-7068

6. RACE Black SEX male

7. FORM OF DISCRIMINATION EXPERIENCED:

- A. RACIAL ☒  
B. AGE ☐  
C. SEX ☒  
D. OTHER ☒

E. COMMENTS: THE TRUE NATURE OF A CORPORATE CULTURE  
CAN ONLY BE REVEALED BY INVESTIGATING ITS EMPLOYEE'S  
HISTORIES A UNIQUE SET OF NUMBERS REPRESENTING SALARIES AND  
POSITIONS IN REAL TIME.

8. ACCUSED CORPORATION: K MART, 1931 SKIBO ROAD, FAYETTEVILLE N.C. 28314

9. DISTRICT/FORMER MANAGER: GLYNN DIXON

10. PRESENT MANAGER: JIM MALONEY

11. PERSONNEL MANAGER: RAMONA MARSHALL

SIGNATURE

Anthony Brenson



C 10 445

EMPLOYER DISCRIMINATION COMPLAINT FORM

DATE 3-26-97

PLEASE PRINT CLEARLY IN BLACK INK.

1. NAME: FIRST Carrie MI N LAST Reid  
2. ADDRESS: STREET 719 Duwain Drive  
CITY, STATE, ZIP Fayetteville N.C. 28305  
3. PHONE #: HOME (910) 4850164 WORK (910) 868-7456  
4. DATE OF BIRTH: MONTH 10 DAY 27 YEAR 46  
5. SOCIAL SECURITY #: 096 36 1159  
6. RACE Black SEX Female

7. FORM OF DISCRIMINATION EXPERIENCED:

- A. RACIAL \_\_\_  
B. AGE \_\_\_  
C. SEX \_\_\_  
D. OTHER \_\_\_

E. COMMENTS:

I would rather not elaborate on  
the situation but I am aware of the  
accusations made.

8. ACCUSED CORPORATION: K MART, 1931 SKIBO ROAD, FAYETTEVILLE N.C. 28314

9. DISTRICT/FORMER MANAGER: GLYNN DIXON

10. PRESENT MANAGER: JIM MALONEY

11. PERSONNEL MANAGER: RAMONA MARSHALL

SIGNATURE

Carrie N. Reid

EMPLOYER DISCRIMINATION COMPLAINT FORM

DATE 10-15-96

PLEASE PRINT CLEARLY IN BLACK INK.

1. NAME: FIRST Beverly MI D LAST JOHNSON

2. ADDRESS: STREET 1086 Terrey Drive

CITY, STATE, ZIP Fayetteville N.C. 28301

3. PHONE #: HOME 910-822-4586 WORK 910-868-7454

4. DATE OF BIRTH: MONTH 03 DAY 14 YEAR 51

5. SOCIAL SECURITY #: 263-13-3531

6. RACE Black SEX Female

7. FORM OF DISCRIMINATION EXPERIENCED:

- A. RACIAL ☒  
B. AGE ☒  
C. SEX ☐  
D. OTHER ☐

E. COMMENTS: Kmart discriminates against blacks,  
they give promotions, without regard to  
time / experience or qualifications. I have  
been passed over for positions, given same, but  
not offered to work them.

8. ACCUSED CORPORATION: K MART, 1931 SKIBO ROAD, FAYETTEVILLE N.C. 28314

9. DISTRICT/FORMER MANAGER: GLYNN DIXON

10. PRESENT MANAGER: JIM MALONEY

11. PERSONNEL MANAGER: RAMONA MARSHALL

SIGNATURE Beverly D. Johnson