

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF COLORADO

Civil Action No. 99-cv-01923-JLK

CARRIE ANN LUCAS,
DEBBIE LANE,
JULIE REISKIN,
EDWARD MUEGGE,
ROBERT G. GEYER,
STACY BERLOFF,
JEAN RYAN,
JAN CAMPBELL,

on behalf of themselves and all others similarly situated,

Plaintiffs,

v.

KMART CORPORATION,

Defendant.

FINAL JUDGMENT

This action came on for hearing before the Court, Honorable John L. Kane, Senior District Judge, presiding, and the issues having been duly heard and a decision having been duly rendered,

It is Ordered and Adjudged that:

(A) The following classes are certified:

Pursuant to Fed. R. Civ. P. 23(a) and 23(b)(2), a Settlement Class consisting of all persons who, at any time from May 6, 2003 through the Term of the Settlement Agreement, used, use or will use wheelchairs or scooters for mobility and who shopped or shop at any Kmart Store or any Closed Kmart Store or who allege they would shop or would have shopped at one or more Kmart Stores or Closed Kmart Stores but for allegedly being denied on the basis of disability the full and equal enjoyment of the goods, services, facilities, privileges, advantages, or accommodations of such Kmart Store(s) or Closed Kmart Store(s).

Pursuant to Fed. R. Civ. P. 23(a), 23(b)(2) and 23(b)(3), a sub-class consisting of all Settlement Class Members who, at any time from May 6, 2003 through the Term of the Settlement Agreement, shopped or shop at any Kmart Store or Closed Kmart Store in the Statutory Minimum Damages States (California, Colorado, Hawaii, Massachusetts, New York, Oregon, and Texas) or who allege that they would have shopped or would shop at one or more Kmart Stores or Closed Kmart Stores in the Statutory Minimum Damages States but for allegedly being denied on the basis of disability the full and equal enjoyment of the goods, services, facilities, privileges, advantages, or accommodations of such Kmart Store(s) or Closed Kmart Store(s).

(B) Judgment is entered in accordance with the Orders entered by the Court on July 27, 2006, and the Settlement Agreement attached hereto is given final approval.

The Court retains exclusive jurisdiction over this matter for the purpose of interpreting and enforcing the Settlement Agreement.

Dated: August 9, 2006

S/John L. Kane
SENIOR U.S. DISTRICT COURT JUDGE