


PROOF OF CLAIM

101730
YOUR CLAIM IS SCHEDULED AS
sa42109
UNKNOWN UNSECURED CONTINGENT
DISPUTED UNLIQUIDATED

In re
Exide Technologies
P268-0728-c -01

Case Number
02-11125

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 and Address
 02209278109532
Elizabeth Fuher
~~JACKIE DELONG CLAIM REPRESENTATIVE~~
SEARS C/O HELMSMAN MGMT SVCS INC
1800 PLAZA DRIVE 800 PO Box 768
SCHAUMBURG IL 60173-7900
MISHAWAKA IN 46546 0768

- 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 this address differs from the address on the envelope sent to you by the court.

The amounts reflected above constitute your claim as scheduled by the Debtor. If you agree with the amounts set forth herein and have no other claim against the Debtor, you do not need to file this proof of claim EXCEPT as stated below.
If the amounts shown above are listed as Contingent Unliquidated or Disputed, a proof of claim must be filed.
If you have already filed a proof of claim with the Bankruptcy Court or BMC, you do not need to file again.
THIS SPACE IS FOR COURT USE ONLY

Creditor Telephone Number (Area) *348-2478 x2506*
CREDITOR TAX ID # *04-2791584*

ACCOUNT OR OTHER NUMBER BY WHICH CREDITOR IDENTIFIES DEBTOR
P268-072800-01
Check here replaces or amends a previously filed claim dated _____

1 BASIS FOR CLAIM
 Goods sold Personal injury/wrongful death Retiree benefits as defined in 11 U.S.C. § 1114(a)
 Services performed Taxes Wages, salaries, and compensation (Fill out below)
 Money loaned Other (describe briefly) *Battery leaked causing damage* Your social security number _____
Unpaid compensation for services performed from _____ to _____
(date) (date)

2 DATE DEBT WAS INCURRED *10-06-2000* 3 IF COURT JUDGMENT, DATE OBTAINED _____

4 TOTAL AMOUNT OF CLAIM AS OF PETITION DATE \$ *522.34* (unsecured) \$ _____ (secured) \$ _____ (unsecured priority) \$ _____ (total)

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 above, if any \$ _____


6 UNSECURED PRIORITY CLAIM
 Check this box if you have an unsecured priority claim.
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) _____
Amounts are subject to adjustment on 4/1/01 and every 3 years thereafter with respect to cases commenced on or after the date of adjustment.

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 your claim, please enclose a self-addressed stamped envelope and an additional copy of this proof of claim.

The original of this completed proof of claim form must be sent by mail or hand delivered (FAXES NOT ACCEPTED) so that it is received on or before 4:00 pm, prevailing Eastern Time on July 26, 2004.
BY MAIL TO
Exide Technologies, et al
c/o Bankruptcy Management Corporation
PO Box 1063
El Segundo, CA 90245 - 1063
BY HAND OR OVERNIGHT DELIVERY TO
Exide Technologies, et al
c/o Bankruptcy Management Corporation
1330 East Franklin Ave
El Segundo, CA 90245

THIS SPACE FOR COURT USE ONLY
FILED
AUG 04 2004
BMC
Exide Technologies

04657

DATE SIGNED *7/29/2004* 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):
Elizabeth A Fuher for Helmsman Management Service

Penalty for presenting fraudulent claim is a fine of up to \$500,000 or imprisonment for up to 5 years or both. 18 U.S.C. §§ 152 AND 3571

PAGE 01
INSD SEARS ROEBUCK AND CO
CLMT FISCHER,ED

CHECK LIST (CK)
DOL 10/06/2000

SPEC CLM SERV H
CLAIM NO P 268-072800-01 HOD
CLAIM STATUS 0

SV NO	CH/EFT NO	PAYEE	PYMT AMT	ISSUE DATE	T/C ST	PR ST	RV ST	R/R ST	ID
002	00099796	PDA INC	73 00	12/01/2000			00		C268B24
001	00099843	ED FISCHER	522 34	12/04/2000			00		C268B07

SKIP TO DATE

ENTER SV NO AND

SP CMSP R+C CMR+C STATUS STOP PRINT DISPLAY CORR MENU
R/R ST MESSAGE

SCREEN SUFFIX REMARKS Y ID A499B10

S

OK

9993690

3 9 6 2 6



1/13
YORK VOLKSWAGEN, INC
P O BOX 3514
3475 East Market Street
York, PA 17402
717 755-1015

FISCHER
714 DARYL DR
ANDISVILLE, PA 17538
HOME 852-2379 BUS 717-848-5500

INVOICE
DUPLICATE 1
PAGE 1

SERVICE ADVISOR 88 JAMES HAWKES

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN/ OUT	TAG	
	88	VOLKSWAGEN JETTA	1VWFA9164JV000292	SPN407	157772/157772	T492	
DEL DATE	PROD DATE	WARR EXP	PROMISED	PO NO	RATE	PAYMENT	INV DATE
			16 30 05OCT00		55 00	CASH	06OCT2000

R O OPENED	READY	OPTIONS	LIST	NET	TOTAL
2 33 05OCT00	16 46 06OCT00	1) P			

LINE	OPCODE	TECH	TYPE	HOURS	DESCRIPTION	LIST	NET	TOTAL
CUST STATES CHECK COOLANT LEAK AT RADIATOR & ADVISE								
00					R&R POSS BATT CABLE			
					7 BRIAN THOMAN LIC# 19842071			
					CV 0 25		13 75	13 75
					1 357-971-228-C HARNESS	48 15	48 15	48 15
00					R&R RADIATOR			
					7 BRIAN THOMAN LIC# 19842071			
					CV 2 50		137 50	137 50
					1 191-121-251-C RADIATO	125 00	125 00	125 00
					1 ZVW-237-105 ANTIFRE	14 80	14 80	14 80
00					R&R P/S RES TANK			
					7 BRIAN THOMAN LIC# 19842071			
					CV 0 50		27 50	27 50
					1 191-422-371-D RESERVO	35 40	35 40	35 40
					1 ZVW-352-500 DEXTRON	2 20	2 20	2 20
UBL					TOWING FERRY'S EAST YORK EXXON		40 00	40 00
					CV			
ARTS	225 55	LABOR	178 75	OTHER	40 00	TOTAL LINE A		444 30

 STATE INSPECTION EXPIRES _____/_____/_____

 WE ARE COMMITTED TO PROVIDING
 AN EXCELLENT SERVICE EXPERIENCE
 THANK YOU FOR YOUR BUSINESS

 QUESTIONS ABOUT YOUR BILL?? SEE YOUR ADVISOR

EXCLUSION OF WARRANTIES	DESCRIPTION	TOTALS
Any warranties on the parts and accessories sold hereby are made by the manufacturer. The undersigned purchaser understands and agrees that dealer makes no warranties of any kind express or implied and disclaims all warranties including warranties of merchantability or fitness for a particular purpose with regard to the parts and/or accessories purchased and that in no event shall dealer be liable for incidental or consequential damages or commercial losses arising out of such purchase. The undersigned purchaser further agrees that the warranties excluded by dealer include but are not limited to any warranties that such parts and/or accessories are of merchantable quality or that they will enable any vehicle or any of its systems to perform with reasonable safety efficiency or comfort. AUTHORIZATION FOR REPAIRS I hereby authorize the repair work herein set forth to be done along with the necessary material and agree that you are not responsible for loss or damage to vehicle or articles left in vehicle in case of fire theft or any other cause beyond your control or for any delays caused by unavailability of parts or delays in parts shipments by the supplier or transporter. I hereby grant you and/or your employees permission to operate the vehicle herein described on streets highways or elsewhere for the purpose of testing and/or inspection. An express mechanic's lien is hereby acknowledged on above vehicle to secure the amount of repairs thereto. The dealership is not responsible for damages from freezing due to lack of antifreeze.	LABOR AMOUNT	178 75
	PARTS AMOUNT	225 55
	GAS OIL LUBE	0 00
	SUBLET AMOUNT	40 00
	MISC CHARGES	0 00
	TOTAL CHARGES	444 30
	LESS INSURANCE	0 00
	SALES TAX	26 66
	PLEASE PAY THIS AMOUNT	470 96
	CUSTOMER SIGNATURE X	

CUSTOMER COPY

ENRAC INC
771 LOUCH'S ROAD
HOUF

NO 3 11 14 5 ONE TH 3 11 14 5
VE 20 11 14 5 ONE TH 3 11 14 5
EP 3 11 14 5 ONE TH 3 11 14 5

RENTAL TYPE	SOURCE #	LD #	RENTAL AGREEMENT NO. D
RENTER	ADDRESS	CITY	STATE
ORIGINAL VEHICLE	COLOR	LICENSE NO	ECAR #
DRIVER'S LICENSE	DOB	HEIGHT	WEIGHT
CONDITION AGREED TO	<input checked="" type="checkbox"/> RENTER <input type="checkbox"/> COMPANY		
REPLACEMENT VEHICLE	AGE	LICENSE NO	STATE
PERMISSION GRANTED FOR VEHICLE TO LEAVE THE STATE	YES	NO	STATES
NO GASOLINE REFUND - 1 DAY MINIMUM - ENTERPRISE SUPPLIES NO INSURANCE ACKNOWLEDGMENT OF TERMS AND CONDITIONS I HAVE READ AND AGREE TO THE TERMS AND CONDITIONS ON BOTH SIDES OF THIS AGREEMENT. ALL CHARGES ARE SUBJECT TO FINAL AUDIT. SEE REVERSE FOR LIABILITY RESTRICTIONS.			
RENTER	DATE	ENTERPRISE REP	EMPL.
DATE/TIME	ORIG DEP	AMOUNT	PD BY
EXT TO	ADDTL DEP	EXT TO	ADDTL DEP
AM REJECTING UNINSURED MOTORIST COVERAGE UNDER THIS RENTAL OR LEASE AGREEMENT AND ANY POLICY OF INSURANCE OR SELF-INSURANCE USED UNDER THIS AGREEMENT, BY MYSELF AND ALL OTHER PASSENGERS OF THIS VEHICLE. I UNDERSTAND THAT THE INSURED COVERAGE PROTECTS ME AND OTHER PASSENGERS IN THIS VEHICLE FOR LOSSES AND DAMAGES SUFFERED IN THIS VEHICLE FOR NEGLIGENCE OF A PERSON WHO DOES NOT HAVE ANY INSURANCE COVERAGE. I WILL PAY FOR LOSSES AND DAMAGES.			
ADDITIONAL INFORMATION Mr Fischer asks if he could be reimbursed for this expense also			

MILES @ 3257.1

HOURS @ 15.00

DAYS @ 27.00

2011 FREE FLOW

1 27.00 27.00

TRANSTAX 2.00/DAY 2.00

TAX FUEL CHARGE 2.16

0.00/1.4 TANK

TOTAL CHARGES 31.16

DEPOSITS

REFUNDS

AMOUNT DUE

CLOSED BY

PAID BY CASH CHECK CR CARD CHARGE

RECEIPT FOR CASH REFUND

DATE RECEIVED BY X AMOUNT

CLAIM INFORMATION

POL OR CL #

INSD

LOSS DATE THEFT ACCIDENT

PHONE NAME

REPAIR SHOP

TYPE CAR



YORK, PA EXXON TOWING

3607 E Market St
 YORK, PA 17402
 Day & Night (717) 755 9501

DATE 10-5-00		TIME A M P M	REQUESTED BY
LOCATION OF VEHICLE			
NAME <i>[Signature]</i>		PHONE 652-2511	
ADDRESS			
MILEAGE		SERVICE TIME	
EXTRA PERSON			
FINISH _____	FINISH _____	FINISH _____	
START _____	START _____	START _____	
TOTAL _____	TOTAL _____	TOTAL _____	
YEAR	MAKE / MODEL / COLOR 1997 Dodge Stratus	DRIVER	
STATE	LIC NO	VEHICLE ID NO	
<input type="checkbox"/> SLING/HOIST TOW <input checked="" type="checkbox"/> WHEEL LIFT <input type="checkbox"/> FLAT BED/RAMP <input type="checkbox"/> START <input type="checkbox"/> LOCK OUT		<input type="checkbox"/> FLAT TIRE <input type="checkbox"/> OUT OF GAS <input type="checkbox"/> WRECK <input checked="" type="checkbox"/> RECOVERY	
<input type="checkbox"/> SINGLE LINE WINCHING <input type="checkbox"/> DUAL LINE WINCHING <input type="checkbox"/> SNATCH BLOCKS <input type="checkbox"/> SCOTCH BLOCKS <input type="checkbox"/> DOLLY			
VEHICLE TOWED TO 1014 1111			
REMARKS 1474 RO 39626		MILEAGE CHARGE	
		TOWING CHARGE	40.00
		LABOR CHARGE	
		STORAGE CHARGE	
		TOTAL	40.00
OPERATOR'S SIGNATURE <i>[Signature]</i>			
AUTHORIZED SIGNATURE			

Road Service

PRODUCT 613

E

S

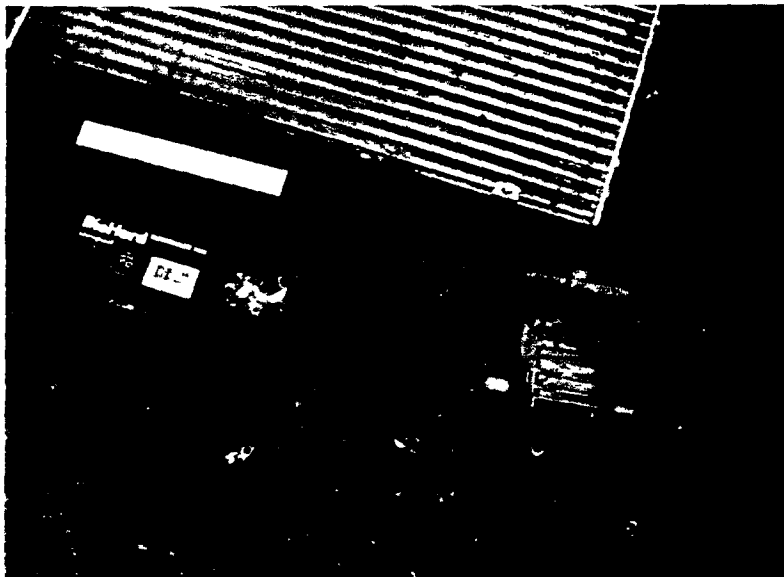
MEFF# 35

Claim# 0

Name CENTER SEARS AUTO

Slide 1 57 JPG

Slide 2 58 JPG



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FILE



NOTICE OF RELEASE AND
SETTLEMENT OF CLAIM
Ed Fisher - Sears Roebuck & Co
File No 268-072800-01

Elsa

For the sole consideration of
Five Hundred Twenty Two Dollars And 34/100 (\$522.34) The undersigned
hereby releases and forever discharges

SEARS ROEBUCK & COMPANY, HELMSMAN MANAGEMENT SERVICES,
and all other persons, firms and corporations from all claims and demands,
rights and cause of action of any kind the undersigned now has or hereafter may
have on account of or in any way growing out of Personal injuries known or
unknown to me/us at the present time and Property Damage resulting or to
result from an occurrence which happened on or prior to, October 6th, 2000, and
do hereby covenant to indemnify and save harmless the said party or parties
from against all claims and demands whatsoever on account of or in any way
growing out of said occurrence or its results both to person and property This
release expresses a full and complete SETTLEMENT of a liability claimed and
denied, regardless of the adequacy of the above consideration, the acceptance of
this release shall not operate as an admission of liability on the part of anyone
nor as estoppel waiver or bar with respect to any claim the party or parties
released may have against the undersigned Witness my hand and seal

X (1) Dated 11/20 2000 YOU ARE MAKING A FINAL
SETTLEMENT THIS IS A RELEASE
READ BEFORE SIGNING

(4) _____ **X**(2) I/WE Edward J. Fischer
(Witness Signature) (Print)

(Address) **X**(3) Edward J. Fischer
(Signature)
(5) _____ (3) _____
(Witness Signature) (Signature)

(Address)

Post-it* Fax Note	7671	Date	11/20/00	# of pages	1
To	Elsa Perez		From	Ed Fischer	
Co/Dept			Co		
Phone #			Phone #		
Fax #			Fax #		

S

1000 Plaza Dr
Suite 600
Schaumburg, Illinois 60173-7900
Telephone 800-811-8175
Fax 847-517-2540



Helmsman
Management
Services, Inc

October 23, 2000

Exide Corporation
645 Penn Street
Reading, PA 19601
Attn Brenda/Sheila

RE Ed Fischer - Sears, Roebuck & Co
Claim Number P268-072800-01

To whom it may concern

Helmsman Management Services, Inc is the third party administrator for Sears, Roebuck & Co The above-captioned claim for damages has been made against Sears alleging liability arising out of the sale of your product We hereby tender complete defense and indemnification of Sears to you and your insurance company

Specifically, the claimant, Mr Fischer alleges that on October 6, 2000 his battery leaked fluid damaging power steering, positive battery cable, and radiator The battery has a model number of 36241 and the store has possession of the alleged defective battery at this time Mr Fischer resides at 3714 Daryl Drive, Landisville, PA 17538 He has a home phone number of 717-852-2379 and a business number of 717-848-5500 Via carbon copy of this letter, we have advised the claimant of the tender of this claim to you

Your relationship with Sears requires that you add Sears as an additional insured on your insurance policy You also agreed to indemnify and hold harmless Sears for any liability it has arising out of the sale of the product

As a result, I request that you forward this tender to your insurer, and that you and your insurer agree to accept Sears' complete defense and indemnity with respect to this claim Please confirm within thirty (30) days that you and your insurance company will accept the complete defense and indemnification of Sears If confirmation is not received by that time, Helmsman and Sears will take whatever actions necessary to enforce your obligations to Sears

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Should you have any questions in this regard, please feel free to contact me at
800-811-8175, ext 2492

Sincerely,

Elsa Perez
Claims Representative

cc Ed Fischer, Claimant

Sears Roebuck & Co , customer
Sears Auto Center
200 Park City Center
Lancaster, PA 17601
Attn Melvin Sonnon
717-295-5890

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