

UNITED STATES BANKRUPTCY COURT FOR THE DISTRICT OF MICHIGAN		PROOF OF CLAIM		101730 YOUR CLAIM IS SCHEDULED AS sa42109 UNKNOWN UNSECURED CONTINGENT DISPUTED UNLIQUIDATED	
In re Exide Technologies P268-145314-01		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: Elizabeth Fisher JACKIE DELONG CLAIM REPRESENTATIVE SEARS C/O HELMSMAN MGMT SVCS INC 1000 PLAZA DR STE 800 SCHAUMBURG, IL 60173-7900 PO Box 768 MISHAWAKA IN 46546-0768				<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 this address differs from the address on the envelope sent to you by the court.	
Creditor Telephone Number ()				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.	
CREDITOR TAX ID # 04-2791584				ACCOUNT OR OTHER NUMBER BY WHICH CREDITOR IDENTIFIES DEBTOR P268-145314-01	
				Check here <input type="checkbox"/> 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 acid, exposed* Your social security number _____

Unpaid compensation for services performed from _____ to _____ (date) (date)

2 DATE DEBT WAS INCURRED 7/21/2003 **3 IF COURT JUDGMENT, DATE OBTAINED**

4 TOTAL AMOUNT OF CLAIM AS OF PETITION DATE \$ 179.46 (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



04660

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 Fisher for Helmsman Management Services

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. §§ 452 AND 3571

PAGE 01
INSD SEARS ROEBUCK AND CO
CLMT LYNCH, JOHN

CHECK LIST (CK)

DOL 07/21/2003 CLAIM NO P 268-145314-01 HOD
CLAIM STATUS O

SPEC CLM SERV H

SV NO	CH/EFT NO	PAYEE	PYMT AMT	ISSUE DATE	T/C ST	PR ST	RV ST	R/R ST	ID
002	00151902	JOHN LYNCH	179 46	09/04/2003			00		C268B12

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

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Helmsman Management Services, Inc

NOTICE OF RELEASE AND SETTLEMENT OF CLAIM

John Lynch- Sears Roebuck and Co
File No P268-145314-01

For the sole consideration of One Hundred Seventy Nine 49/100----- (\$179 46) the undersigned hereby releases and forever discharges

SEARS ROEBUCK AND COMPANY AND HELMSMAN MANAGEMENT SERVICES AND KENMORE 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 about, 07/21/2003, 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

(1) Dated 8-26 20 03

YOU ARE MAKING A FINAL SETTLEMENT THIS IS A RELEASE READ BEFORE SIGNING

(4) (Witness Signature)

(Address)

(5) (Witness Signature)

(Address)

(2) I/WE John Lynch

(3) (Signature)

(3) (Signature)

(Signature line)

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145314-01

PRODUCT LIABILITY CLAIM REPORT **SEARS**

All incidents involving personal injury or property damage allegedly caused by a Sears product must be reported on this form. It is imperative that the product or part involved in this incident be **RETAINED** by your unit until disposition instructions are received.

Call in all product liability claims to ~~Kemper Insurance System at 800-727-0121~~ ^{LIBERTY MUTUAL} Retain all statements photos, service and installation orders in a secure place in the unit until requested to forward the information to Kemper Insurance Companies or Sears Legal Department 766

CASE # 544820885

ON July 23, 03 THE FOLLOWING WAS REPORTED

By Phone In Person In Writing

CUSTOMER/CLAIMANT INVOLVED IN INCIDENT

NAME <u>John Lynch</u>		PRODUCT <u>Die Hard Battery/Gold</u>	
ADDRESS <u>901 Falconer St NW.</u>		MODEL NO. <u>228-37190</u>	SERIAL NO. <u>N/A</u>
CITY STATE, ZIP CODE <u>Palm Bay FL 32907</u>		DATE OF ACCIDENT <u>July 21, 03</u>	DATE OF PURCHASE <u>10-22-1999</u>
CUSTOMER/CLAIMANT'S TELEPHONE NUMBERS HOME (321) 727-3756 WORK (N/A)		CURRENT LOCATION OF PRODUCT <u>Store 6646 - Melbourne</u>	

DESCRIPTION OF INCIDENT, INJURY OR PROPERTY DAMAGE

NATURE OF CLAIM

Customer/Claimant Alleges Witness Alleges (Identify Below) Other (Specify)

On July 21 2003 at 7 PM o'clock M. Customer loses power steering on his vehicle & brings it into Thamps Tire store. Discovered Battery Acid Destroyed power steering Reservoir & power steering hose

NATURE OF INJURIES/DAMAGES ps. hose & reservoir & labor
amt 179 46

----- 179 46

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1000 Plaza Dr
Suite 600
Schaumburg Illinois 60173-7900

Telephone 847-413-9090
800-811-8175
Fax 603-334-8085



Helmsman
Management
Services, Inc

July 28, 2003

mw

Exide
Brenda or Sheila Phillips
645 Penn Street
Reading, PA 19601

RE John Lynch vs Sears, Roebuck and Co
Claim Number P268-145314-01

FILE

To Whom It May Concern

Helmsman Management Services, Inc is the third party administrator for Sears, Roebuck and 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, claimant alleges that on 07/21/2003, battery leaked acid and caused damage to the power steering and the claimant lost control while driving. The products model # 37190 serial# unknown, date of purchase 10/22/1999. Mr Lynch resides at 901 Falconer Street NW, Palm Bay, FL 32907 can be reached by phone at 321/727-3756.

The local contact at Sears is the Kenneth Wells, and contact can be made at 321/768-9250 or via mail at 1050 South Babcock Street, Melbourne, FL 32935. Sears does have possession of the defective battery.

Your relationship with Sears requires that you add Sears as an additional insured on your insurance policy. You also agreed to indemnify Sears for any liability it has arising out of the sale of the product, pursuant to the indemnity provisions of the Universal Terms and Conditions Agreement.

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.

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Should you have any questions in this regard, please feel free to contact me at 1-800/811-8175, ext 2413

Sincerely,

Michelle L Witkus

Michelle L Witkus
Claims Representative

cc John Lynch, Claimant

Kenneth Wells, Sears Roebuck and Company

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100 LINCOLN WAY WEST
MISHAWAKA, IN 46544

PRESORTED
FIRST CLASS



UNITED STATES POSTAGE
02 14
0004320170
MAILED FROM ZIP CODE 46544
\$ 05.75⁰⁰
JUL 30 2004

FIRST CLASS MAIL

FROM



**Liberty
Mutual™**

CENTRAL RECOVERY UNIT
1 LIBERTY SQUARE
100 LINCOLNWAY WEST
MISHAWAKA, IN 46544

TO

EXIDE TECHNOLOGIES ET AL
C/O BANKRUPTCY MANAGEMENT CORPORATION
PO BOX 1063
EL SEGUNDO CA 90245-1063

Please Handle Carefully

REC'D AUG 04 2004