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Attorney for Plaintiff, Executive Sounding Board Associates Inc., as Trustee for the Oldco M Distribution Trust

UNITED STATES BANKRUPTCY COURT SOUTHERN DISTRICT OF NEW YORK

In re:	: Chapter 11
OLDCO M CORPORATION, (f/k/a Metaldyne Corporation), et al.,	: Case No. 09-13412 (MG)
	: Jointly Administered
EXECUTIVE SOUNDING BOARD ASSOCIATES INC., as Trustee for the Oldco M Distribution Trust,	
Plaintiff,	:
vs.	: Adversary Proc. No. []-[] (MG)
STRIVE LOGISTICS LLC,	· :
Defendant.	· : :

COMPLAINT TO: (I) AVOID AND RECOVER TRANSFERS PURSUANT TO 11 U.S.C. §§ 547 AND 550; AND (II) DISALLOW CLAIMS PURSUANT TO 11 U.S.C. § 502(d)

Plaintiff, Executive Sounding Board Associates Inc. (the "<u>Trustee</u>" or "<u>Plaintiff</u>"), the liquidating trustee of the Oldco M Distribution Trust (the "<u>Trust</u>") established pursuant to the

Second Amended Joint Plan of Liquidation of Debtors and Debtors in Possession (the "Plan") [Docket No. 1180], by and through its undersigned counsel, files this Complaint to: (I) Avoid and Recover Transfers Pursuant to 11 U.S.C. §§ 547 and 550; and (II) Disallow Claims Pursuant to 11 U.S.C. § 502(d) (the "Complaint") against Strive Logistics LLC (the "Defendant") and, in support hereof, avers the following:

NATURE OF THE PROCEEDING

- 1. This Complaint seeks to avoid and recover from the Defendant all of the preferential transfers of property that the Debtors (as defined herein) made for or on account of antecedent debt(s) due and owing the Defendant during the ninety-day period prior to the filing of the Debtors' bankruptcy cases (the "Preference Period").
- 2. In particular, Plaintiff seeks the entry of an Order from this Court: (a) avoiding and directing the return of the avoidable transfers (the "<u>Transfers</u>") identified in Exhibit "1" that were made by the Debtors (as defined herein) to the Defendant in payment of antecedent debts based upon the invoices identified therein; and (b) disallowing any Claim¹ unless and until the Transfers are remitted to the Trustee.

JURISDICTION AND VENUE

- 3. The Court has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334.
- 4. This adversary proceeding is brought pursuant to Rule 7001, *et seq.*, of the Federal Rules of Bankruptcy Procedure and 11 U.S.C. §§ 502(d), 547 and 550.

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To the extent that the Defendant has filed a proof of claim or has a claim listed on the Debtors' schedules as undisputed, liquidated, and not contingent, or has otherwise requested payment from the Debtors or their substantively consolidated estate (collectively, a "Claim"), this Complaint is not intended to be, nor should it be construed as, a waiver of Plaintiff's right to object to such Claim for any reason, including, but not limited to, Section 502(a) through (j) of the Bankruptcy Code (as defined herein), and such rights are expressly reserved. Notwithstanding this reservation of rights, Plaintiff, as set forth herein, does object to the Claim pursuant to Section 502(d) of the Bankruptcy Code.

- 5. Venue in this Court is proper pursuant to 28 U.S.C. § 1409 because this adversary proceeding arises under and in connection with a case under 11 U.S.C. § 101, et seq. (the "Bankruptcy Code").
- 6. This adversary proceeding is a "core" proceeding pursuant to 28 U.S.C. §§ 157(b)(2)(A), (B), (F) and (O).

BACKGROUND

- 7. On May 27, 2009 (the "Petition Date"), Oldco M Corporation (f/k/a Metaldyne Corporation) and 30 of its domestic direct and indirect subsidiaries, as debtors and debtors in possession (collectively, the "Debtors"), filed voluntary petitions for relief under chapter 11 of the Bankruptcy Code (the "Bankruptcy Cases").
- 8. By an order entered on May 29, 2009, the Debtors' chapter 11 cases were consolidated for procedural purposes and thereafter were jointly administered [Docket No. 65].
- 9. Before the Petition Date, the Debtors were leading global manufacturers of highly engineered metal components for the global light vehicle market. Their largest customers were Ford Motor Company, Chrysler LLC and its successor, Chrysler Group LLC, and General Motors Corporation and its successor, General Motors Company.
- 10. Due to a dramatic downturn in the global automotive industry and liquidity pressures stemming from industry stresses, issues with the Debtors' capital structure, and the reluctance of lenders to provide capital to automotive suppliers, the Debtors filed for bankruptcy.
- 11. Subsequent to the Petition Date, the Bankruptcy Court, in July 2009, approved bidding procedures (the "Bidding Procedures") for the marketing and sale of the majority of the Debtors' assets.

- 12. Following an auction conducted pursuant to the Bidding Procedures, MD Investors Corporation ("MD Investors") was determined to be the winning bidder and the Debtors and MD Investors entered into a Purchase Agreement, dated as of August 7, 2009 (the "Purchase Agreement").
- 13. Pursuant to the Purchase Agreement, the Debtors agreed to sell and MD Investors agreed to buy a majority of the Debtors' assets. In addition, MD Investors also agreed to assume certain liabilities and obligations of the Debtors (the "Asset Sale").
- 14. On August 12, 2009, the Bankruptcy Court issued an order authorizing the Asset Sale under section 363 of the Bankruptcy Code [Docket No. 674].
- 15. On January 11, 2010, the Debtors filed the Plan and related disclosure statement. The Plan is a liquidating plan which provides for the liquidation of the Debtors' remaining assets in order to maximize the ultimate recovery by all creditors.
- 16. On February 23, 2010, the Court entered an Order confirming the Plan (the "Confirmation Order") [Docket No. 1384] and substantively consolidated these bankruptcy estates into one consolidated estate.
 - 17. On March 30, 2010, the Plan became effective (the "Effective Date").
- 18. Pursuant to the Plan, as of the Effective Date, the Debtors were dissolved and the Oldco M Distribution Trust was created in order to, *inter alia*: (i) liquidate the Debtors' remaining assets (including any claims and causes of action possessed by the Debtors);² (ii)

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² Pursuant to the Plan, the Distribution Trust was empowered to "pursue Recovery Actions that are transferred to the Distribution Trust to the extent that their pursuit would likely result in a material economic benefit to creditors classified in Class 3 and Class 4 hereunder, as determined by the Oversight Committee, in its sole discretion." Plan, Article III.C.1. "Recovery Actions" are defined in the Plan as "all claims and causes of action held by the Debtors' Estates of any nature, including without limitation claims and causes of action under sections 502(d), 544, 545, 547, 548, 549, 550 and 553 of the Bankruptcy Code, and any other avoidance or similar action under the Bankruptcy Code or similar state law, and the proceeds thereof, whether received by judgment, settlement or otherwise."

litigate and resolve claims filed against the Debtors' estates; (iii) make distributions to creditors; and (iv) take other actions permitted by Section III.C of the Plan.

- 19. Notwithstanding the Asset Sale and MD Investors' assumption of certain of the Debtors' liabilities and obligations, significant unsecured claims exist against the Debtors' estate.
- 20. As of the date of this Complaint, the unsecured claims listed on the Debtors' claim register total approximately \$353 million.
- 21. Indeed, as set forth more fully in the Plan and accompanying disclosure statement, the Debtors' general unsecured creditors will not receive full value on account of their claims against the Debtors.

PARTIES

- 22. Plaintiff is the Trustee of the Trust established pursuant to the Plan.
- 23. Defendant is a legal entity that maintains a place of business at 3008 North Lincoln Avenue, Chicago, Illinois 60657-4208.
- 24. Upon information and belief, Defendant is a freight transportation company and was, at all times material hereto, a provider of services to one or more of the Debtors.

<u>COUNT I</u> (Avoidance and Recovery of Preferential Transfers)

- 25. The allegations set forth in paragraphs 1 through 24 are realleged and incorporated by reference as if fully set forth herein.
- 26. On or about July 15, 2003, Metaldyne Company, LLC ("Metaldyne"), one of the Debtors in the above-captioned bankruptcy cases, and Ryder Integrated Logistics, Inc.

("Ryder") executed that certain Commercial Freight Management Services Agreement (the "Agreement"), pursuant to which Metaldyne appointed Ryder as its agent to provide logistics management services.

- 27. In particular, the Agreement required Ryder to select companies to provide freight transportation services for Metaldyne.
- 28. The Agreement also provided that Metaldyne would supply Ryder the funds that were required to pay the freight companies for the freight transported by these companies. At all times material hereto, Ryder, as a conduit, passed along funds it received from Metaldyne in order to pay the invoices of the freight companies.
- 29. Prior to the Petition Date, Ryder, on behalf of Metaldyne, contracted with the Defendant to provide freight transportation services (the "Services") to one or more of the Debtors.
- 30. On or within the ninety (90) days prior to the Petition Date, one or more of the Debtors supplied Ryder with the funds that were required to pay the Defendant (the "Transfers") for the services it provided to or on behalf of the Debtors.
- 31. As reflected on Exhibit 1, attached hereto and incorporated herein by reference, Ryder, as a conduit, passed the Transfers directly to the Defendant.³
- 32. All of the Transfers were made by or on behalf of one or more of the Debtors and came from an account or accounts owned by one or more of the Debtors. Thus, the Transfers constituted a transfer of the Debtors' interest in property.

Exhibit 1 reflects Plaintiff's current knowledge of the Transfers (made by check, wire transfer or their equivalent) to the Defendant during the Preference Period, and includes the date and amount of each such Transfer. During the course of this proceeding, Plaintiff may learn (through discovery or otherwise) of additional transfers made to the Defendant during the Preference Period. It is Plaintiff's intention to avoid and recover all such transfers, whether such transfers are presently reflected on Exhibit 1 or not. Accordingly, Plaintiff reserves its rights to supplement and/or amend this information as necessary and appropriate.

- 33. At the time the Transfers were made, the Debtors were insolvent.
- 34. Each of the Transfers listed on Exhibit 1 was on account of an invoice or invoices for the Services provided by the Defendant to the Debtors. These invoices are also identified on Exhibit 1.
- 35. In exchange for the provision of these Services, the Debtors would owe money to the Defendant on account thereof.
- 36. Thus, the Transfers reflected on Exhibit 1 were transfers made by the Debtors on account of "antecedent debt" which the Debtors owed to the Defendant in exchange for the Defendant's provision of the Services prior to the date each Transfer was made.
 - 37. All of the Transfers were made to or for the benefit of the Defendant.
- 38. In these Bankruptcy Cases, the Debtors' unsecured creditors will not receive payment in full on account of their claims against the Debtors; in fact, according to the disclosure statement, unsecured creditors are expected to receive at most 2.1% of the value of their claims.
- 39. Thus, the Transfers enabled Defendant to receive more than it would have received if: (a) the Debtors' bankruptcy cases were administered under chapter 7 of the Bankruptcy Code; (b) the Transfers had not been made; and (c) the Defendant received payment of such debt to the extent provided for by the provisions of the Bankruptcy Code.
- 40. Based upon the foregoing, the Transfers constitute avoidable preferential transfers pursuant to Bankruptcy Code section 547(b) and, as such, they are recoverable from Defendant pursuant to Bankruptcy Code section 550(a).

COUNT II

(Recovery of Avoided transfers-11 U.S.C. § 550)

- 41. The allegations set forth in paragraphs 1 through 40 are realleged and incorporated by reference as if fully set forth herein.
- 42. Based upon the foregoing, Plaintiff is entitled to avoid the Transfers pursuant to Bankruptcy Code section 547(b).
- 43. As Ryder was merely a conduit for the funds it received from Metaldyne, at the time the Transfers were made, the Defendant was initial transferee of the Transfers and, as such, is liable for the return of the Transfers (or the amount thereof).
- 44. Alternatively, to the extent Ryder is considered an initial transferee, the Defendant received the Transfers from Ryder as a subsequent transferee of the Transfers and is liable for the return of the Transfers (or the amount thereof).
- 45. Pursuant to Bankruptcy Code section 550(a), the Plaintiff is entitled to recover from the Defendant the Transfers or the amount thereof plus interest thereon to the date of payment as well as costs of this action.

COUNT III (Disallowance of Claims)

- 46. The allegations set forth in paragraphs 1 through 45 are realleged and incorporated by reference as if fully set forth herein.
- 47. The Defendant is the recipient of the Transfers, which are avoidable and recoverable under sections 547 and 550 of the Bankruptcy Code.
- 48. Pursuant to Bankruptcy Code section 502(d), any and all Claims of the Defendant must be disallowed unless and until Defendant returns the Transfers to Plaintiff or pays to Plaintiff the amount of the Transfers.

49. Pursuant to Bankruptcy Code section 502(j), any and all Claims of the

Defendant (or any assignee) that have been previously allowed by the Debtors or the Plaintiff

must be reconsidered and disallowed unless and until Defendant returns the Transfers to Plaintiff

or pays to Plaintiff the amount of the Transfers.

WHEREFORE, Plaintiff respectfully requests entry of judgment on its Complaint as

follows:

On Count I, in favor of Plaintiff and against Defendant avoiding the Transfers; a)

b) On Count II, in favor of Plaintiff and against the Defendant and directing the

Defendant to return to the Plaintiff the amount of the Transfers pursuant to Bankruptcy Code §§

547(b) and 550(a);

On Count III, in favor of Plaintiff and against Defendant disallowing the Claims c)

unless and until Defendant returns the Transfers to Plaintiff pursuant to section 502(d) of the

Bankruptcy Code;

d) Awarding pre-judgment and post judgment interest at the maximum legal rate

from the date of judgment herein until the date the judgment is either paid in full or otherwise

satisfied, together with the costs and expenses of this action, including, without limitation,

attorneys' fees; and

Granting such other and further relief as this Court may deem just and proper. e)

DATED: May 25, 2011

DUANE MORRIS LLP

By: /s/Lawrence J. Kotler

Lawrence J. Kotler, Esq.

30 South 17th Street

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Philadelphia, PA 19103-4196 (215) 979-1000 (215) 689-4951 (facsimile) and 1540 Broadway New York, NY 10036 (212) 692-1000 (212) 208-4521 (facsimile)

Attorney for Plaintiff, Executive Sounding Board Associates Inc., as Trustee for the Oldco M Distribution Trust

Exhibit 1

Exhibit 1

Debtor Entity		Check		Check	Invoice
Transferor	Transferee	Date	Invoice Number	Amount	Amount
Metaldyne Company LLC	STRIVE LOGISTICS LLC	2/27/2009	00346562192	\$535.84	\$535.84
Metaldyne Company LLC	STRIVE LOGISTICS LLC	2/27/2009	12127438963	\$535.84	\$535.84
Metaldyne Company LLC	STRIVE LOGISTICS LLC	2/27/2009	12133482716	\$535.84	\$535.84
Metaldyne Company LLC	STRIVE LOGISTICS LLC	2/27/2009	12127220858	\$572.95	\$572.95
Metaldyne Company LLC	STRIVE LOGISTICS LLC	2/27/2009	12129316001	\$473.27	\$473.27
Metaldyne Company LLC	STRIVE LOGISTICS LLC	2/27/2009	12129156316	\$473.27	\$473.27
Metaldyne Company LLC	STRIVE LOGISTICS LLC	2/27/2009	68060	\$473.27	\$473.27
Metaldyne Company LLC	STRIVE LOGISTICS LLC	2/27/2009	1690373083	\$1,216.99	\$1,216.99
Metaldyne Company LLC	STRIVE LOGISTICS LLC	2/27/2009	12137116260	\$601.43	\$601.43
Metaldyne Company LLC	STRIVE LOGISTICS LLC	3/6/2009	3562249761	\$535.84	\$535.84
Metaldyne Company LLC	STRIVE LOGISTICS LLC	3/6/2009	354963753	\$535.84	\$535.84
Metaldyne Company LLC	STRIVE LOGISTICS LLC	3/6/2009	12133445937	\$473.27	\$473.27
Metaldyne Company LLC	STRIVE LOGISTICS LLC	3/6/2009	1111944131	\$473.27	\$473.27
Metaldyne Company LLC	STRIVE LOGISTICS LLC	3/6/2009	1171430286	\$473.27	\$473.27
Metaldyne Company LLC	STRIVE LOGISTICS LLC	3/6/2009	342412350	\$473.27	\$473.27
Metaldyne Company LLC	STRIVE LOGISTICS LLC	3/6/2009	307740613	\$1,216.99	\$1,216.99
Metaldyne Company LLC	STRIVE LOGISTICS LLC	3/6/2009	307740555	\$1,216.99	\$1,216.99
Metaldyne Company LLC	STRIVE LOGISTICS LLC	3/6/2009	12131465697	\$1,216.99	\$1,216.99
Metaldyne Company LLC	STRIVE LOGISTICS LLC	3/6/2009	12131465705	\$475.46	\$475.46
Metaldyne Company LLC	STRIVE LOGISTICS LLC	3/6/2009	1340579704	\$601.43	\$601.43
Metaldyne Company LLC	STRIVE LOGISTICS LLC	4/17/2009	104883A	\$75.00	\$75.00
Metaldyne Company LLC	STRIVE LOGISTICS LLC	4/17/2009	104916A	\$1,142.80	\$1,142.80
Metaldyne Company LLC	STRIVE LOGISTICS LLC	4/17/2009	902003749	\$2,480.67	\$2,480.67
Metaldyne Company LLC	STRIVE LOGISTICS LLC	4/17/2009	549937560	\$175.00	\$175.00
Metaldyne Company LLC	STRIVE LOGISTICS LLC	4/17/2009	350547667	\$551.26	\$551.26
Metaldyne Company LLC	STRIVE LOGISTICS LLC	4/17/2009	350547642	\$508.67	\$508.67
Metaldyne Company LLC	STRIVE LOGISTICS LLC	4/17/2009	350547634	\$508.67	\$508.67
Metaldyne Company LLC	STRIVE LOGISTICS LLC	4/17/2009	352938260	\$506.08	\$506.08
Metaldyne Company LLC	STRIVE LOGISTICS LLC	4/17/2009	338336035	\$540.17	\$540.17
Metaldyne Company LLC	STRIVE LOGISTICS LLC	4/17/2009	1092911983	\$506.08	\$506.08
Metaldyne Company LLC	STRIVE LOGISTICS LLC	4/17/2009	1621443614	\$508.67	\$508.67
Metaldyne Company LLC	STRIVE LOGISTICS LLC	4/17/2009	1957245	\$455.95	\$455.95

Exhibit 1

Debtor Entity		Check		Check	Invoice
Transferor	Transferee	Date	Invoice Number	Amount	Amount
Metaldyne Company LLC	STRIVE LOGISTICS LLC	4/17/2009	1092871896	\$446.08	\$446.08
Metaldyne Company LLC	STRIVE LOGISTICS LLC	4/17/2009	12129948985	\$446.08	\$446.08
Metaldyne Company LLC	STRIVE LOGISTICS LLC	4/17/2009	338338601	\$448.67	\$448.67
Metaldyne Company LLC	STRIVE LOGISTICS LLC	4/17/2009	9020037491	\$446.08	\$446.08
Metaldyne Company LLC	STRIVE LOGISTICS LLC	4/17/2009	1092973404	\$447.76	\$447.76
Metaldyne Company LLC	STRIVE LOGISTICS LLC	4/17/2009	1411197319	\$452.05	\$452.05
Metaldyne Company LLC	STRIVE LOGISTICS LLC	4/17/2009	308233	\$448.67	\$448.67
Metaldyne Company LLC	STRIVE LOGISTICS LLC	4/17/2009	90399104	\$448.67	\$448.67
Metaldyne Company LLC	STRIVE LOGISTICS LLC	4/17/2009	90404415	\$450.49	\$450.49
Metaldyne Company LLC	STRIVE LOGISTICS LLC	4/17/2009	172264	\$448.67	\$448.67
Metaldyne Company LLC	STRIVE LOGISTICS LLC	4/17/2009	172460	\$446.08	\$446.08
Metaldyne Company LLC	STRIVE LOGISTICS LLC	4/17/2009	679986	\$450.49	\$450.49
Metaldyne Company LLC	STRIVE LOGISTICS LLC	4/17/2009	1290668422	\$448.67	\$448.67
Metaldyne Company LLC	STRIVE LOGISTICS LLC	4/17/2009	I002696	\$448.67	\$448.67
Metaldyne Company LLC	STRIVE LOGISTICS LLC	4/17/2009	839456005431	\$448.67	\$448.67
Metaldyne Company LLC	STRIVE LOGISTICS LLC	4/17/2009	839456005442	\$527.70	\$527.70
Metaldyne Company LLC	STRIVE LOGISTICS LLC	4/17/2009	839456007515	\$448.67	\$448.67
Metaldyne Company LLC	STRIVE LOGISTICS LLC	4/17/2009	839456007504	\$566.40	\$566.40
Metaldyne Company LLC	STRIVE LOGISTICS LLC	4/17/2009	864286995650	\$566.40	\$566.40
Metaldyne Company LLC	STRIVE LOGISTICS LLC	3/27/2009	1158596235	\$4,040.85	\$4,040.85
Metaldyne Company LLC	STRIVE LOGISTICS LLC	3/27/2009	68150	\$530.44	\$530.44
Metaldyne Company LLC	STRIVE LOGISTICS LLC	3/27/2009	1690375305	\$530.44	\$530.44
Metaldyne Company LLC	STRIVE LOGISTICS LLC	3/27/2009	1101414507	\$530.44	\$530.44
Metaldyne Company LLC	STRIVE LOGISTICS LLC	3/27/2009	3562259406	\$533.14	\$533.14
Metaldyne Company LLC	STRIVE LOGISTICS LLC	3/27/2009	5271164	\$533.14	\$533.14
Metaldyne Company LLC	STRIVE LOGISTICS LLC	3/27/2009	1171430934	\$566.51	\$566.51
Metaldyne Company LLC	STRIVE LOGISTICS LLC	3/27/2009	1111944615	\$467.87	\$467.87
Metaldyne Company LLC	STRIVE LOGISTICS LLC	3/27/2009	00355388695	\$470.57	\$470.57
Metaldyne Company LLC	STRIVE LOGISTICS LLC	3/27/2009	00356422436	\$470.57	\$470.57
Metaldyne Company LLC	STRIVE LOGISTICS LLC	3/27/2009	00356422444	\$470.57	\$470.57
Metaldyne Company LLC	STRIVE LOGISTICS LLC	3/27/2009	1340370236	\$554.85	\$554.85
Metaldyne Company LLC	STRIVE LOGISTICS LLC	3/27/2009	000000466708129	\$3,701.94	\$3,701.94

Exhibit 1

Debtor Entity		Check		Check	Invoice
Transferor	Transferee	Date	Invoice Number	Amount	Amount
Metaldyne Company LLC	STRIVE LOGISTICS LLC	3/27/2009	00343400461	\$566.07	\$566.07
Metaldyne Company LLC	STRIVE LOGISTICS LLC	3/27/2009	00343408761	\$469.77	\$469.77
Metaldyne Company LLC	STRIVE LOGISTICS LLC	3/27/2009	00343408779	\$466.65	\$466.65
Metaldyne Company LLC	STRIVE LOGISTICS LLC	3/27/2009	00355586967	\$466.65	\$466.65
Metaldyne Company LLC	STRIVE LOGISTICS LLC	3/27/2009	1240993598	\$546.08	\$546.08
Metaldyne Company LLC	STRIVE LOGISTICS LLC	3/27/2009	911427861	\$1,319.16	\$1,319.16
Metaldyne Company LLC	STRIVE LOGISTICS LLC	3/27/2009	00343408787	\$594.23	\$594.23
Metaldyne Company LLC	STRIVE LOGISTICS LLC	3/27/2009	00355586975	\$594.23	\$594.23
Metaldyne Company LLC	STRIVE LOGISTICS LLC	3/27/2009	00343400842	\$623.02	\$623.02
Metaldyne Company LLC	STRIVE LOGISTICS LLC	3/27/2009	00343400479	\$1,501.65	\$1,501.65
Metaldyne Company LLC	STRIVE LOGISTICS LLC	4/24/2009	113206	\$534.77	\$534.77
Metaldyne Company LLC	STRIVE LOGISTICS LLC	4/24/2009	113197	\$475.46	\$475.46
Metaldyne Company LLC	STRIVE LOGISTICS LLC	4/3/2009	12129155516	\$467.87	\$467.87
Metaldyne Company LLC	STRIVE LOGISTICS LLC	4/3/2009	241797	\$1,488.24	\$1,488.24
Metaldyne Company LLC	STRIVE LOGISTICS LLC	5/1/2009	68329	\$535.84	\$535.84
Metaldyne Company LLC	STRIVE LOGISTICS LLC	5/1/2009	68255	\$534.77	\$534.77
Metaldyne Company LLC	STRIVE LOGISTICS LLC	5/1/2009	68112	\$473.27	\$473.27
Metaldyne Company LLC	STRIVE LOGISTICS LLC	5/1/2009	000000454938179	\$471.39	\$471.39
Metaldyne Company LLC	STRIVE LOGISTICS LLC	5/1/2009	12123689312	\$471.39	\$471.39
Metaldyne Company LLC	STRIVE LOGISTICS LLC	5/1/2009	12123689296	\$471.39	\$471.39
Metaldyne Company LLC	STRIVE LOGISTICS LLC	5/1/2009	1290668430	\$471.39	\$471.39
Metaldyne Company LLC	STRIVE LOGISTICS LLC	5/1/2009	12131409158	\$471.39	\$471.39
Metaldyne Company LLC	STRIVE LOGISTICS LLC	5/1/2009	12131409224	\$467.87	\$467.87
Metaldyne Company LLC	STRIVE LOGISTICS LLC	5/1/2009	68358	\$467.87	\$467.87
Metaldyne Company LLC	STRIVE LOGISTICS LLC	5/1/2009	1111992189	\$475.46	\$475.46
Metaldyne Company LLC	STRIVE LOGISTICS LLC	5/1/2009	1111879962	\$475.46	\$475.46
Metaldyne Company LLC	STRIVE LOGISTICS LLC	5/1/2009	68373	\$475.46	\$475.46
Metaldyne Company LLC	STRIVE LOGISTICS LLC	5/1/2009	68355	\$469.77	\$469.77
Metaldyne Company LLC	STRIVE LOGISTICS LLC	5/1/2009	68374	\$466.65	\$466.65
Metaldyne Company LLC	STRIVE LOGISTICS LLC	5/1/2009	68334	\$464.04	\$464.04
Metaldyne Company LLC	STRIVE LOGISTICS LLC	5/1/2009	1550959410	\$466.65	\$466.65
Metaldyne Company LLC	STRIVE LOGISTICS LLC	5/1/2009	902003794	\$1,305.75	\$1,305.75

Exhibit 1

Debtor Entity		Check		Check	Invoice
Transferor	Transferee	Date	Invoice Number	Amount	Amount
Metaldyne Company LLC	STRIVE LOGISTICS LLC	5/1/2009	12131929635	\$601.43	\$601.43
Metaldyne Company LLC	STRIVE LOGISTICS LLC	5/1/2009	12127177934	\$1,494.94	\$1,494.94
Metaldyne Company LLC	STRIVE LOGISTICS LLC	5/1/2009	12127177900	\$1,494.94	\$1,494.94
Metaldyne Company LLC	STRIVE LOGISTICS LLC	5/15/2009	115399	\$535.84	\$535.84
Metaldyne Company LLC	STRIVE LOGISTICS LLC	5/15/2009	115772	\$1,325.86	\$1,325.86
Metaldyne Company LLC	STRIVE LOGISTICS LLC	5/15/2009	113932	\$1,325.86	\$1,325.86
Metaldyne Company LLC	STRIVE LOGISTICS LLC	5/22/2009	12131708146	\$535.84	\$535.84
Metaldyne Company LLC	STRIVE LOGISTICS LLC	5/22/2009	68452	\$535.84	\$535.84
Metaldyne Company LLC	STRIVE LOGISTICS LLC	5/22/2009	68413	\$569.26	\$569.26
Metaldyne Company LLC	STRIVE LOGISTICS LLC	5/22/2009	12133313168	\$473.27	\$473.27
Metaldyne Company LLC	STRIVE LOGISTICS LLC	5/22/2009	12123043916	\$473.27	\$473.27
Metaldyne Company LLC	STRIVE LOGISTICS LLC	5/22/2009	1101371774	\$473.27	\$473.27
Metaldyne Company LLC	STRIVE LOGISTICS LLC	5/22/2009	1101345598	\$473.27	\$473.27
Metaldyne Company LLC	STRIVE LOGISTICS LLC	5/22/2009	3562205672	\$473.27	\$473.27
Metaldyne Company LLC	STRIVE LOGISTICS LLC	5/22/2009	5344511	\$473.27	\$473.27
Metaldyne Company LLC	STRIVE LOGISTICS LLC	5/22/2009	12133469416	\$473.27	\$473.27
Metaldyne Company LLC	STRIVE LOGISTICS LLC	5/22/2009	12124625828	\$473.27	\$473.27
Metaldyne Company LLC	STRIVE LOGISTICS LLC	5/22/2009	68453	\$473.27	\$473.27
Metaldyne Company LLC	STRIVE LOGISTICS LLC	5/22/2009	68449	\$473.27	\$473.27
Metaldyne Company LLC	STRIVE LOGISTICS LLC	5/22/2009	000000466708209	\$471.39	\$471.39
Metaldyne Company LLC	STRIVE LOGISTICS LLC	5/22/2009	1092121608	\$475.46	\$475.46
Metaldyne Company LLC	STRIVE LOGISTICS LLC	5/22/2009	00354196677	\$475.46	\$475.46
Metaldyne Company LLC	STRIVE LOGISTICS LLC	5/22/2009	12131110558	\$475.46	\$475.46
Metaldyne Company LLC	STRIVE LOGISTICS LLC	5/22/2009	00354196669	\$1,508.35	\$1,508.35
Metaldyne Company LLC	STRIVE LOGISTICS LLC	5/8/2009	9020037511	\$535.84	\$535.84
Metaldyne Company LLC	STRIVE LOGISTICS LLC	5/8/2009	12139849843	\$535.84	\$535.84
Metaldyne Company LLC	STRIVE LOGISTICS LLC	5/8/2009	12131716891	\$535.84	\$535.84
Metaldyne Company LLC	STRIVE LOGISTICS LLC	5/8/2009	12127177439	\$535.84	\$535.84
Metaldyne Company LLC	STRIVE LOGISTICS LLC	5/8/2009	12131288057	\$569.73	\$569.73
Metaldyne Company LLC	STRIVE LOGISTICS LLC	5/8/2009	12133526611	\$473.27	\$473.27
Metaldyne Company LLC	STRIVE LOGISTICS LLC	5/8/2009	12134835300	\$473.27	\$473.27
Metaldyne Company LLC	STRIVE LOGISTICS LLC	5/8/2009	12131288024	\$473.27	\$473.27

Exhibit 1

Debtor Entity		Check		Check	Invoice
Transferor	Transferee	Date	Invoice Number	Amount	Amount
Metaldyne Company LLC	STRIVE LOGISTICS LLC	5/8/2009	12134824817	\$473.27	\$473.27
Metaldyne Company LLC	STRIVE LOGISTICS LLC	5/8/2009	12128464083	\$473.27	\$473.27
Metaldyne Company LLC	STRIVE LOGISTICS LLC	5/8/2009	68398	\$473.27	\$473.27
Metaldyne Company LLC	STRIVE LOGISTICS LLC	5/8/2009	68403	\$473.27	\$473.27
Metaldyne Company LLC	STRIVE LOGISTICS LLC	5/8/2009	68388	\$473.27	\$473.27
Metaldyne Company LLC	STRIVE LOGISTICS LLC	5/8/2009	68407	\$473.27	\$473.27
Metaldyne Company LLC	STRIVE LOGISTICS LLC	5/8/2009	68389	\$475.46	\$475.46
Metaldyne Company LLC	STRIVE LOGISTICS LLC	5/8/2009	68381	\$475.46	\$475.46
Metaldyne Company LLC	STRIVE LOGISTICS LLC	5/8/2009	12147902923	\$475.46	\$475.46
Metaldyne Company LLC	STRIVE LOGISTICS LLC	5/8/2009	0313051	\$475.46	\$475.46
Metaldyne Company LLC	STRIVE LOGISTICS LLC	5/8/2009	0322195	\$475.46	\$475.46
Metaldyne Company LLC	STRIVE LOGISTICS LLC	5/8/2009	1601079319	\$475.46	\$475.46
Metaldyne Company LLC	STRIVE LOGISTICS LLC	5/8/2009	1601078425	\$1,508.35	\$1,508.35

Total Amount of Transfers: \$90,748.56