

**PROOF OF CLAIM**



**YOUR CLAIM IS SCHEDULED AS**

In re  
**Oxford Automotive, Inc**

Case Number  
**04-74377**

Schedule/Claim ID **s2270**  
Amount/Classification  
Priority Unliquidated

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  
 08111832007442  
**BUPP GARY**  
1240 N RICH RD  
ALMA MI 48801-9665

- 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 or pursuant to a filed claim. 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, you must file a proof of claim.  
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 **989 463 5537**  
Creditor Federal Tax ID  
Account Or Other Number By Which Creditor Identifies Debtor

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) \_\_\_\_\_  
Last four digits of SS # **1540**  
Unpaid compensation for services performed from **1-1-04** to **12-31-04**  
(date) (date)

**2 DATE DEBT WAS INCURRED** **12-31-04**    **3 IF COURT JUDGMENT, DATE OBTAINED**

**4 TOTAL AMOUNT OF CLAIM AT TIME CASE FILED** \$ \_\_\_\_\_ \$ \_\_\_\_\_ \$ **2307.20** \$ \_\_\_\_\_  
(unsecured) (secured) (unsecured priority) (Total)

If all or part of your claim is secured or entitled to priority, also complete Item 5 or 7 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 \$ \_\_\_\_\_

**7 UNSECURED PRIORITY CLAIM**  
 Check this box if you have an unsecured priority claim.  
Amount entitled to priority \$ \_\_\_\_\_  
Specify the priority of the claim:  
 Wages, salaries, or commissions (up to \$4,925)\* 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 \$2,225\* 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 4/1/07 and every 3 years thereafter with respect to cases commenced on or after the date of adjustment.

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

**9 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.

**10 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 actually received on or before 5:00 pm, on January 18, 2005 for Non-Government Claimants OR on or before April 7, 2005 for Governmental Units.  
BY MAIL TO: Oxford Automotive, Inc, c/o BMC Group, PO Box 977, El Segundo, CA 90245-0977  
BY HAND OR OVERNIGHT DELIVERY TO: Oxford Automotive, Inc, c/o BMC Group, 1330 East Franklin Ave, El Segundo, CA 90245

THIS PROOF OF CLAIM IS FILED IN COURT  
**FILED**  
JAN 10 2005  
**BMC**  
Oxford Automotive, Inc  
 00195

DATE SIGNED: **1-3-05**  
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):  
*Gary G. Gump*

Leave Sick and Accident Benefits will not be paid while employee is on leave, but will commence once leave has expired

(e) Family Leave of Absence (FMLA) Family leaves of absence, without pay, are provided to active, eligible employees who request time off from work to fulfill family obligations relating directly to childbirth, adoption, placement of a foster child, or to care for a child, spouse or parent with a verified serious health condition. Eligible employees must have completed at least one year of service and worked at least 1250 hours over the previous 12 months. Maximum leave is 12 weeks within any 12 months. Accrued vacation time must be used first. Health insurance benefits are provided for the full period of the approved leave subject to provisions of the benefit plan. Holidays are not paid while on Family Leave.

Requests must be made to the Human Resource Office at least 30 days in advance of foreseeable events, and as soon as possible for unforeseeable events. Employees are required to notify the Company at least two weeks prior to returning to work. When leave is based on the employee's own serious health condition, medical certification of ability to resume work will be required.

When a family leave ends, the employee will be returned to their department and shift, if the job is available. If not available, the employee will be placed in accordance with their seniority. Seniority will accumulate during the period of leave of absence.

SEC 2 An employee elected to a Federal, State, County, Township or City Office shall be granted a leave of absence for their first term of office. Such employees shall retain but not accumulate seniority while on leave of absence.

SEC 3 Sick leaves will be granted, but employees must furnish the Human Resources Department with medical verification within (10) working days from the commencement of disability or upon returning to work, whichever is sooner. If such verification is not submitted within ten (10) working days the Union will be notified, and then the provisions of Article III, Sec 14 (c) will apply.

#### ARTICLE XIII - VACATIONS WITH PAY

SEC 1 The number of hours of vacation time off and pay allowance to which an eligible employee shall be entitled shall be based on the employee's seniority as of January 1<sup>st</sup> of each year and the number of pay periods during which he has worked in his eligibility year. An eligible employee who has worked at least 26 pay periods in his eligibility year shall be entitled to the following vacation time off and pay allowance.

CHART "A"

<u>For an Eligible Employee with Seniority of.</u>	<u>Hours of Full Vacation Pay Allowance</u>
Less than one year	40 based on pay periods shown in Chart "B"
One but less than three years	40
Three but less than ten years	80
Ten but less than fifteen years	120
Fifteen or more years	160

An eligible employee who has worked less than 26 weeks shall be entitled to a percentage of the full

vacation time off and pay allowance credit shown based on number of pay periods he works in his eligibility year, in accordance with the following

**CHART "B"**

<u>Pay Periods Worked</u>	<u>Percentage of Vacation Pay Allowance Credit</u>
26	100%
25	96
24	92
23	88
22	84
21	80
20	76
19	73
18	69
17	65
16	61
15	57
14	53
13	50

Vacation paychecks will be paid to the employee by February 1<sup>st</sup> of each year, unless employee requests before December 15<sup>th</sup> of the previous year, in writing that their vacation check be held until time of vacation. Employees being paid for their vacation as they take it will be paid in the increments that it is being taken. Vacation time can be taken in ½ day increments (see Sec 7 of this Article). Employees being paid for their vacation time as they take it and with remaining vacation time left at the end of the year, will receive a lump sum payment (minus applicable taxes and deductions) on or before February 1<sup>st</sup>.

**SEC 2** An employee shall become eligible for

a vacation pay allowance provided he has worked at least thirteen (13) pay periods during his eligibility year. The eligibility period will be the preceding calendar year in which the vacation is to be granted. A pay period is a week in which an employee performs work for the Company. Time off because of compensable injury or disease occurring after July 15, 1971, will be counted as time actually worked for the purpose of computing eligibility requirements but not to exceed 24 months.

**SEC 3** Vacation pay allowance in each year shall be calculated on the basis of the employee's average rate of pay, not including overtime and night shift premium, in his eligibility period.

**SEC 4** Employees entering military service shall receive vacation pay at the time of leaving under the provisions and rates set forth above in Section 1.

**SEC 5** Any employee who may have quit or been discharged for cause and not reinstated before December 31, 1971, or any year thereafter, shall not be entitled to any vacation pay, except employees retiring prior to December 31<sup>st</sup> will receive vacation pay based on the earnings during the year of retirement, at the time of retirement. In the event of death prior to retirement, payment of vacation pay will be made to the beneficiary as stated on his life insurance enrollment card.

**SEC 6** Vacations shall, as far as possible, be granted at the time most desired by employees, but final right of allotment of vacation periods is reserved exclusively by the Company in order to insure the orderly operation of the plant. Where conflicts occur they shall be decided on the basis of seniority among contending parties on their shift. The Company will not limit the number of eligible employees who may

GARY A SHUPP  
1240 Rich Rd  
Alma, MI 48801

VALID THROUGH  
SSN 381-48-1540

EMP ID 40484  
Location ALMA  
Country US  
Division 01


UNEMP COMPENSATION GROUP 0110  
JOB 0110011C  
Pay Rate 14.41

Check No 70952  
Check Date 12/30/2004  
Period End 12/30/2004  
Check Amt 8347.37

EARNINGS				DEDUCTIONS			TAXES		
Pay Type	Hours	Current	YTD	Reduction	Current	YTD	Tax Code	Current	YTD
Back Pay			134 12	401(k) Employee	55 33	2900 14	Federal Income	58 63	3061 98
Holiday Pay	16 00	230 56	1246 72	Uniforms	2 62	125 76	Employee Medica	10 03	528 84
Medical Flex			265 01	Union Dues Alma		311 30	Social Security	42 88	2261 44
OT Premium			3072 62				MI State Income	24 82	1322 41
Regular Pay	32 00	461 12	29781 30						
Vacation Pay			2240 32						
				<b>DEDUCTIONS TOTALS</b>			<b>TAXES TOTALS</b>		
					57 95	3337.70		135.36	2174.67
				<b>EMPLOYEE ACCRUALS</b>			<b>NET PAY DISTRIBUTION</b>		
								179 5 000	150 00
									8
<b>EARNINGS Totals</b>							<b>Check Amt</b>		
							8347 37		
							<b>NET PAY TOTALS</b>		
							497 37 26228 22		

I am attaching a copy from our contract on vacation pay, it comes out of the contract book Oxford Automotive had with UAW Local 67 My seniority date is 07/30/69 I made this claim for my vacation pay that I earned in the year of 2004, my pay rate is 14.42 x 160 hours = \$2307.20 My check stub verifies that I worked all year

Thank you for your time,

  
Gary Bupp

1/05/05