


UNITED STATES BANKRUPTCY COURT <u>EASTERN</u> DISTRICT OF <u>MICHIGAN</u>		PROOF OF CLAIM
Name of Debtor <u>OXFORD AUTOMOTIVE, INC & ET AL</u>		Case Number <u>04-14377</u>
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 (The person or other entity to whom the debtor owes money or property) <u>MOLNER, WAYNE L.</u>		<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 the address differs from the address on the envelope sent to you by the court.
Name and address where notices should be sent <u>41552 MARY KAY DR.</u> <u>CLINTON TWP MI 48038-1990</u>		
Telephone number <u>586-246-2078</u>		
Account or other number by which creditor identifies debtor		Check here <input checked="" type="checkbox"/> replaces if this claim <input type="checkbox"/> amends a previously filed claim dated <u>1/12/05</u>
1 Basis for Claim <input type="checkbox"/> Goods sold <input checked="" type="checkbox"/> Services performed <input type="checkbox"/> Money loaned <input type="checkbox"/> Personal injury/wrongful death <input type="checkbox"/> Taxes <input type="checkbox"/> Other _____		
<input checked="" type="checkbox"/> Retiree benefits as defined in 11 U.S.C. § 1114(a) <input checked="" type="checkbox"/> Wages salaries and compensation (fill out below) Last four digits of SS # <u>7078</u> Unpaid compensation for services performed from <u>SEE ATTACHED</u> (date) (date)		
2 Date debt was incurred <u>ON-GOING</u>		3 If court judgment, date obtained
4 Total Amount of Claim at Time Case Filed \$ _____ (unsecured) _____ (secured) <u>SEE ATTACHED</u> (priority) <u>SEE ATTACHED</u> (Total)		
If all or part of your claim is secured or entitled to priority also complete Item 5 or 7 below. <input type="checkbox"/> 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 <input type="checkbox"/> Check this box if your claim is secured by collateral (including a right of setoff). Brief Description of Collateral: <input type="checkbox"/> Real Estate <input type="checkbox"/> Motor Vehicle <input type="checkbox"/> Other _____ Value of Collateral \$ _____ Amount of arrearage and other charges at time case filed included in secured claim if any \$ _____		7 Unsecured Priority Claim <input checked="" type="checkbox"/> Check this box if you have an unsecured priority claim. Amount entitled to priority \$ <u>SEE ATTACHED</u> Specify the priority of the claim: <input type="checkbox"/> 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) <input checked="" type="checkbox"/> Contributions to an employee benefit plan 11 U.S.C. § 507(a)(4) <input type="checkbox"/> 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) <input type="checkbox"/> Alimony maintenance or support owed to a spouse former spouse or child 11 U.S.C. § 507(a)(7) <input type="checkbox"/> Taxes or penalties owed to governmental units 11 U.S.C. § 507(a)(8) <input type="checkbox"/> Other Specify applicable paragraph of 11 U.S.C. § 507(a)(____) <small>*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.</small>
6 Unsecured Nonpriority Claim \$ <u>SEE ATTACHED</u> <input checked="" type="checkbox"/> Check this box if: a) there is no collateral or lien securing your claim; or b) your claim exceeds the value of the property securing it; or c) none or only part of your claim is entitled to priority.		THIS SPACE IS FOR COURT USE ONLY FILED JAN 20 2005 BMC  <small>00702</small>
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 the filing of your claim enclose a stamped self-addressed envelope and copy of this proof of claim.		
Date <u>1/19/05</u>	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) <u>WAYNE L. MOLNER ACCOUNT MGR</u>	

ATTACHMENT TO PROOF OF CLAIM
OXFORD AUTOMOTIVE, INC
BANKRUPTCY COURT FILE NO 04-74377, CHAPTER 11
CLAIMANT-WAYNE L MOLNER s2946
DATE OF CLAIM-JANUARY 19, 2005

The debtor Oxford Automotive, Inc currently lists the above referenced creditor, Wayne L Molner, as having a priority unliquidated claim as is scheduled by the Debtor

In addition, the undersigned Wayne L Molner, in good faith, believes that he has other inchoate, indeterminable unliquidated claims, both priority and non-priority in the following matters

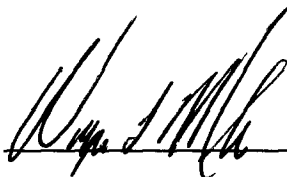
- 1) Discrepancy in gross payment of **\$6,581 53** in 2003 Annual Incentive Plan Year bonus is still owed Based on the bonus formula developed and distributed by Oxford management on August 13, 2002 (attached) and the June 19, 2003 Compensation Committee letter (attached) showing the actual performance gross amount awarded The letter states I performed at the 105% level based on the chart the Committee provided If 100% equated to \$8,475 00, then my bonus, at 105% should have equated to \$12,006 53 Therefore, the claim amount for this item is **\$6,581 53**
- 2) The vacation pay accrual structure was revised in 2001 by Oxford management The initial formula was that a salaried employee had to accrue vacation for the current year from the previous year The formula was revised so that employees would accrue their vacation allotment for the year same year of the vacation without consideration for reimbursement of my losing four weeks vacation salary This change has been somewhat transparent until now with the company laying off the work force Since Oxford made no cash payment for taking away my four weeks of vacation I am claiming that Oxford owes me **\$8,439 26** for the four weeks of vacation upon termination from the company I have attached my 2001 pay receipt dated 8/10/01, along with the HR memo that revised vacation accrual Therefore, the claim amount for this item is **\$8,439 26**
- 3) On May 14, 2004 Oxford corporate management informed me in a corporate wide employee communications meeting that I would receive a 20 week (see attached) severance package based on my 15 of years of service Since that time, salaried personnel have getting laid-off without any severance pay Since I had planned to stay at Oxford based on receiving this severance package upon layoff, I may have missed other employment opportunities in the meantime I have attached a recent pay receipt Therefore, the claim amount for this item is **\$43,461 50**

ATTACHMENT TO PROOF OF CLAIM
OXFORD AUTOMOTIVE, INC
BANKRUPTCY COURT FILE NO 04-74377, CHAPTER 11
CLAIMANT-WAYNE L MOLNER s2946
DATE OF CLAIM-JANUARY 19, 2005

- 4) Potential inchoate claim from unfunded and or under-funded retirement and related plan benefits due and unpaid from the above Debtor Amount indeterminable
- 5) Other claims that may exist that may be discovered during the pendency of this bankruptcy petition that are due and owing to new retirees or existing retirees et al

For Paragraphs 1), 2), & 3) my claims amount to \$58,482 29

For Paragraphs 4), & 5) remain indeterminable at this time



Wayne L. Molner



Date

Wayne L Molner

1)



August 13, 2002

Mr Wayne Molner
41552 Mary Kay
Clinton Twp , MI 48038

Dear Wayne

ANNUAL INCENTIVE PLAN 2003

I am pleased to invite you to participate in Oxford Automotive's Annual Incentive Plan for FY 2003. The plan has been modified to fit the objectives of the Annual Operating Plan for FY2003.

As a member of the North American Organization, 100% of your bonus will be dependent upon your division's performance and your bonus opportunity is a maximum of 20% of your base salary as exhibited in Attachment A.

This year, cash management will again feature prominently. If the cash targets in Oxford Automotive's financial plan for FY 2003 are achieved, bonuses will start to accrue under the Plan. If cash targets are achieved 100% of Plan, bonuses will start to accrue at a slower rate against a corresponding level of profit performance, starting at 95% EBITDA attainment. Cash targets ranging from 80% up to 100% will result in bonus payout at 50% of targeted level. If cash performance is less than 80% of plan no bonuses will be due in respect of profit achievement.

The Compensation Committee will retain overall discretion to vary the bonus to reflect quality of earnings.

If cash is awarded it will be paid 30 days after the fiscal year audited results are available.

A summary of the Oxford Automotive Annual Incentive Plan is enclosed for your information.

May I remind you that the figures quoted include a forecast of Oxford Automotive's performance that constitutes confidential information, which is not to be shared outside of the Company.

Sincerely,

Forrest Hayford
President North America

Attachment

Wayne L. Molnar
1)

June 19, 2003



Wayne Molner
41552 Mary Kay
Clinton Twp, MI 48038

Dear Wayne

On behalf of the Compensation Committee of Oxford Automotive, Inc , we are pleased to present you with a cash bonus in the amount of \$5,425 in recognition of your personal contribution during the 2003 Annual Incentive Plan year You will receive your award in a special payroll check on July 3rd

This past year posed some very difficult challenges for the Oxford team The year was highlighted by several key factors, not the least of which was our successful emergence from Chapter II on July 17, 2003 The performance of the group exceeded the plan (105%) and we are proud of the contributions made by the bonus group Some divisions performed extremely well, while others struggled Although favorable volume helped the company overall, we would be remiss not to emphasize that the conversion of volume was poor due to less than acceptable operating performance

During the past year we have worked to build a strong global leadership team and focused much of our attention on developing a culture that is unique to Oxford, based on the beliefs and values developed and widely communicated to the organization The central theme continues to be a focus on decentralized accountability, but stronger operating performance must now be driven at the operating levels with the appropriate authority and accountability commonly understood by all The accomplishments realized during the year have played a significant role in shaping the future of Oxford Automotive and we would anticipate continued success

In the coming year, while it is anticipated that volume will decline, our targets for continued performance improvement must remain consistent That is why our global leadership conference, held in May, focused on "driving performance" We have placed many new plant managers and plant level staff professionals throughout the company and have expanded our global leadership team to include plant managers We are certain of the bonus group's ability to meet the challenges ahead and help us to exceed the expectations of our annual operating plan for FY 2004 Your individual contributions will again help to strengthen our company for future growth and expansion Thank you for your continued dedication

Sincerely,

Forrest Hayford
President
North America

Sincerely,

John W Potter
President & CEO
Oxford Automotive, Inc

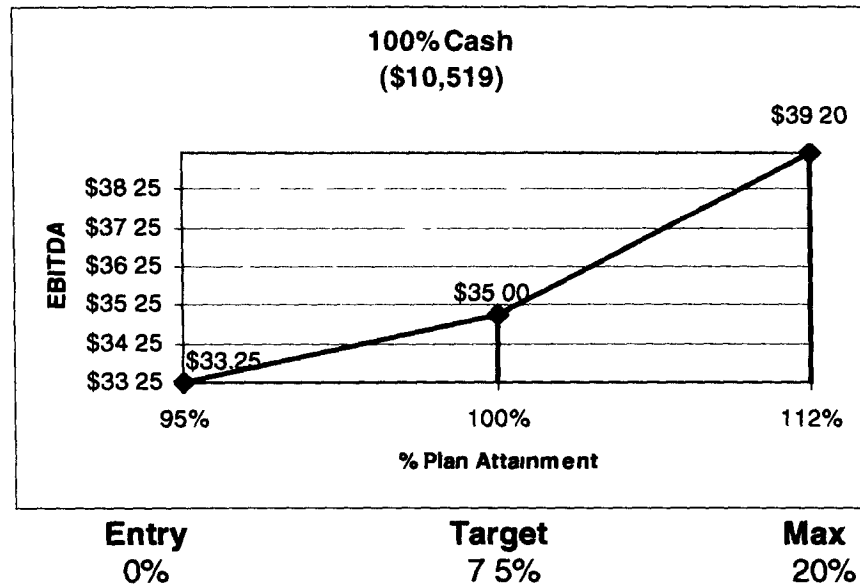
WLM
1)

ATTACHMENT A

Total bonus eligibility of 20% of salary is based on the following components

EBITDA and Cashflow have bonus eligibility up to 20% of salary

North America (100%)



Wayne Molner

Base Salary
\$113,000

Target Award
\$8,475

Max Award
\$22,600

The Judgmental Overview will be used as a discretionary review and will relate primarily to achievement in the following Individual Key Results Areas

<ul style="list-style-type: none">• Support development of GM/Oxford Sales/Customer strategy meeting FY2003 objective of \$304 million sales and sustaining that volume going forward
<ul style="list-style-type: none">• Champion flawless launch of the 265/295/320 program with the Lapeer plant
<ul style="list-style-type: none">• Successfully negotiate tooling arrangements with GM for the 360 bracket lower control arm casting (Grede foundry)
<ul style="list-style-type: none">• Successfully negotiate purchase order for the CAMI GM191 program
<ul style="list-style-type: none">• Successfully launch service package program with amended PO for the Argos 420-430 package



NORTH AMERICA
2003 Goals and Objectives

(1)
WLM

Name: Wayne L. Molner

Title: Business Unit Manager

Dept: GMBU

WT	OBJECTIVE	METRIC	% Complete	RESULTS
	Support development of OA/GM sales strategy that meets FY2003 objectives	Yellow	-	Ongoing
	Champion flawless launch of 320/265/295 programs	Green	100 50 0	320 launched successfully 265 launching in July 2003 295 launching in January 2004
	Successfully negotiate tooling settlement for GMT360 Control Arm bracket tooling	Green	100	Complete
	Pursue award and purchase orders from CAMI for GMT191	Green	100	Complete
	Successfully launch service package program with amended PO's for Argos components	Green	95	All products resourced to other Oxford facilities with price increases, except for, six Door Ring PN's for which the GMBU is currently awaiting Operation's direction of a new FOB point

Employee Signature: _____

Immediate Supervisor: _____

Resulting in strong balance sheet and financial ratios...

WLM
(1)

	Dec 31, 2002
	<u>Consolidated</u>
Total Debt (per Balance Sheet)	\$ 171 9
Cash and equivalents	\$ 45 5
Net Debt	\$ 126 4
Shareholder's Equity	\$ 124 8
Sales FY 2003 ⁽¹⁾	\$ 1,000 0
EBITDA FY 2003 ⁽¹⁾	\$ 73 4
Interest FY 2003 ⁽¹⁾	\$ 23 0
CAPEX FY 2003 ⁽¹⁾	\$ 38 1
Net Debt to Total Capitalization	42 6%
Net Debt to EBITDA	1 7x
EBITDA to Interest	3 2x
EBITDA Margin	7 3%

⁽¹⁾Actual 9 months plus 4th quarter budget estimate



2)

WAYNE L. MOLLEN
2)



MEMORANDUM

DATE

TO All US Lobdell Emery Salaried Employees

FROM Mary Ann Trapp- Corporate Manager of Human Resources

RE **CLARIFICATION OF VACATION ACCRUAL METHOD**

It has come to our attention that some of our salaried employees have assumed that because past practice had implied that vacation accruals were earned in the prior year these employees must be transitioned to the current vacation accrual method. These salaried employees came from the Lobdell Emery acquisition that occurred in January 1997. Salaried employees who were hired as an Oxford Automotive, Inc. and were not acquired employees or were from another acquisition have always earned vacation on a current basis. (See the vacation policy for the accrual schedule)

To transition the employees, who were acquired from Lobdell Emery, to the accrual schedule of earning vacation for the current year on a current basis the following will occur. If you earned your 2000 vacation time in 1999, you will take the earned time in the year 2000 but will not accrue any vacation time under the current vacation policy for the year 2000 nor will you be earning vacation toward 2001. Starting in January of 2001 you will have been transitioned to the current accrual schedule.

Because this can be confusing here are some examples

Joe Employee started 1/96 for Lobdell Emery. In 1999 he accrued 10 days of vacation to be used in the year 2000. Joe will take the 10 days of vacation in the year 2000. Since Joe has already accrued 2000 vacation he will not accrue any vacation this year. Come January 2001, Joe is transitioned to the current accrual method.

Suzie Worker started 1/98 for Oxford Automotive, Inc. Suzie earned vacation in the same year she took vacation. (Earning 1/12 of the maximum vacation for each full calendar month worked). In the year 2000, Suzie can take 2 weeks vacation in anticipation of her working the entire year, but to date she has only accrued 4/12 of 10 days or 3 3 days. By December 31, 2000 she would have earned all 10 days of vacation.

Under both accrual methods Suzie and Joe must use up all accrued vacation by December 31, 2000 or lose them. **If both Suzie and Joe leave the Company they would be paid for accrued but unused vacation.**

This transition method provides everyone with the same level of vacation benefit with no employee gaining or losing. If an employee leaves the company in the year 2000, they will be paid out earned but unused vacation.

Thank you in advance for your cooperation and understanding. If you should have any questions, please contact me.

2)

Wayne L. Molner
2)

From Everitt Lancaster
Sent Wednesday, June 07, 2000 8:17 AM
To Wayne Molner, Jodi Ottenbacher
Subject FW: Clarification of Vacation Accrual Transition

Original Message
From Everitt Lancaster
Sent Wednesday, June 07, 2000 8:16 AM
To Michael Hartt
Subject FW: Clarification of Vacation Accrual Transition

Michael, I have had 4 or 5 different Lobdell people inquire about this change to their vacation accrual. I believe we could have a huge problem and further explanation really needs to take place before a topic like this "puts someone over the edge". The belief is that everyone from Lobdell will lose one year's worth of vacation pay should they ever leave the company? An option could be to compensate those individuals somehow prior to them joining the new plan. Please review this issue. Thanks, Everitt

Original Message
From Mary Ann Trapp
Sent Tuesday, June 06, 2000 7:56 AM
To Everitt Lancaster
Subject RE: Clarification of Vacation Accrual Transition

Nope. If they work the whole year they still get paid for 52 weeks and get vacation time. Same as last year and the year before that and the year before that.

Mary Ann Trapp
Oxford Automotive, Inc.
Corporate Manager of Human Resources

Original Message
From Everitt Lancaster
Sent Monday, June 05, 2000 6:38 PM
To Mary Ann Trapp
Subject FW: Clarification of Vacation Accrual Transition

Mary Ann, Even though the attachment says "no one is winning or losing", I'm somewhat confused. Are you sure former Lobdell employees are not losing a year's worth of vacation accrual or a year's worth of seniority when it comes to vacation duration's? Please help, Everitt

-----Original Message-----
From Mary Ann Trapp
Sent Monday, June 05, 2000 4:52 PM
Subject Clarification of Vacation Accrual Transition

This should clarify your vacation accrual transition

Mary Ann Trapp
Oxford Automotive, Inc.
Corporate Manager of Human Resources

<< File Vacation clarification doc >>

2)



1250 Stephenson Highway
TROY MICHIGAN 48083

WAYNE L. MOLNER
2)

Advice No 10419
Date 08/10/2001

PAY

Two Thousand Five Hundred Eighty-Seven and 37/100 *****

\$2,587 37

TO THE Wayne L. Molner
ORDER 41552 Mary Kay
OF Clinton Twp, MI 48038

NON-NEGOTIABLE

NON-NEGOTIABLE NON-NEGOTIABLE NON-NEGOTIABLE NON-NEGOTIABLE



1250 Stephenson Highway
TROY, MICHIGAN 48083

STATEMENT OF EARNINGS DETACH ALONG THIS PERFORATION AND RETAIN FOR YOUR RECORDS

Wayne L. Molner
41552 Mary Kay
Clinton Twp, MI 48038

SSN 380-44-7078

Emp No	10099	FIT	M	0	170 00	Advice No	10419
Location	TROYHQ	SIT res	M	0	25.00	Advice Date	08/10/2001
Country	US	SIT work	M	0	25.00	Period End	08/05/2001
Division	05					Paygroup	05SOX
Unit	05214					Job	MRBU
Region	NA					Pay Rate	52.7454

COMPANY MESSAGE

The pay is current through the pay date Overtime is through the previous Sunday

EARNINGS				DEDUCTIONS			TAXES		
Pay Type	Hours	Current	YTD	Deduction	Current	YTD	Tax Code	Current	YTD
Base/Regular	80 00	4,219 63	62,872 47	401(K)	379 77	6 076 30	FEDERAL INCOME T	954 68	15 345 63
Car Fixed NT		165 05	2,668 54	Club Dues		18 58	EMPLOYEE MEDICAR	62 65	1 003 71
Car Fixed Tax1		54 19	875 83	Group Term Life	44 65	720 28	SOCIAL SECURITY	267 88	4 291 74
Car Variable NT			754 38	Health Care	19 80	278 40	MICHIGAN STATE I	188 64	3 001 83
Fixed Car Tax2		51 92	415 36	Medical Flex	30 00	450 00			
Group Term Life		44 65	720 28						
Holiday			843 82						
Misc/Other Pay			424 02						
Vacation			3 797 67						

EMPLOYEE ACCRUALS				NET PAY DISTRIBUTION			
<p>Wayne L. Molner 41552 Mary Kay Clinton Twp, MI 48038</p>				29C6240441	C	2,587 37	
GROSS	TAXES	DEDS	NET PAY				
CURRENT	4,535 44	1,473 85	474 22	2,587 37			
YTD	73,372 47	2 642 91	7,543 54	42,186 02	Total Net Pay	2,587 37	



Oxford Automotive

Communication Meeting

May 14, 2004

3)
10 = 6
WAKE L
3) MOLNAR

Business Update Agenda

- Opening Remarks - Jeff Wilson
- Divestiture Update - Jeff Wilson
- Business Update - Jeff Wilson
- HR Issues - Dennis Bemis
- Q & A - All



Human Resource Update

SETTLEMENT & RELEASE AGREEMENTS

- As jobs are eliminated or not required, due to sale of business – agreements will be offered.
- Typically Cover
 - Severance Payments
 - Cobra Coverage
 - Outplacement Assistance
 - Earned / Unused Vacation Pay

2

Human Resource Update

SEVERANCE

SALARY CONTINUANCE

<i>Continuous Service for</i>	<i>Base Salary Separation Allowance (in weeks)</i>
6 months, but less than 1 year	2
1 year, but less than 2 years	4
2 years, but less than 3 years	6
3 years, but less than 5 years	8
5 years, but less than 7 years	10
7 years, but less than 10 years	12
10 years, but less than 15 years	16
15 years, but less than 20 years	20
20 years, but less than 25 years	24
25 years or more	26 MAX

Human Resources Update

COBRA


- All Employee Benefits for which recipient is normally eligible will continue for period of separation pay or minimum of one month (excluding S/T & L/T Disability)
- Normal Employee Contributions
- Company Benefit Coverage ends last day of separation pay ends
- Cobra Eligibility – Total (18) months reduced by length of separation period

Human Resources Update

OUTPLACEMENT SERVICES

- Will be provided on a group or individual basis at Oxford's choice
- Details of coverage / services is being worked out

WAYNE L. MOLNER
3)



Oxford Automotive

5750 New King Blvd. Suite 200
TROY, MICHIGAN, 48098

Standard Federal Bank NA
Troy MI 48084
VOID AFTER 180 DAYS

Control Number	034064
DDA Date	11/24/2004
DDA Number	20737
DDA Amount	\$2891 98

$$\frac{9-80}{720}$$

EXACTLY

Thousand Eight Hundred Ninety-One and 98/100 *****
NON-NEGOTIABLE

NON-NEGOTIABLE

THE Wayne L Molner
ER OF 41552 Mary Kay
Clinton Twp, MI 48038

NON-NEGOTIABLE



Wayne L. Molner
41552 Mary Kay Dr
Clinton Township, Michigan 48038

January 19, 2005

Oxford Automotive, Inc
c/o BMC Group
1330 East Franklin Ave
El Segundo, CA 90245

Via FedEx

RE Oxford Automotive, Inc Bankruptcy - FILE NO 04-74337

Dear Sir or Madam

Enclosed please find my revised PROOF OF CLAIM and supporting documents that supersede and completely replace my previous Claim dated 1/12/05 for the Oxford Automotive, Inc Bankruptcy filing

It is assumed that BMC will forward this Claim to the Bankruptcy Court located in Detroit. If this assumption is not correct, please contact me at 586-246-2078

Thank you for your assistance in this matter

Best Regards,



Wayne L. Molner
Account Manager
Oxford Automotive, Inc

Enclosures