			OOF OF CLAIM	YOUR CLAIM IS SCHEDULED AS					
In re		Case N	lumber	Schedule/Claim ID s2105					
Oxford Automotive, Inc		04-74	377	Amount/Classific	cation				
NOTE This form should not be used to expense arising after the commencement an administrative expense may be filed	ent of the case A 'request for		Check box if you are aware that anyone else has filed a proof of claim relating to						
Name of Creditor and Addres	S		your claim Attach copy of statement giving particulars		ected above constitute of Debtor or pursuant to a				
PARKER NICHOLAS 2970 QUAIL RUN DR TROY MI 48098-4168	081118320	000384	1	you agree with the other claim agains proof of claim EX	e amounts set forth here st the Debtor you do no CEPT as stated below hown above are listed Disputed you must fil	ein and have no of need to file this			
			Check box if this address differs from the address on the envelope sent to you by the	claim  If you have alread Bankruptcy Court	ly filed a proof of claim or BMC you do not ne	with the ed to file again			
Creditor Telephone Number ( )			court		CE IS FOR COURT				
Creditor Federal Tax ID	Account Or Other Number By Whit Identifies Debtor	ch Creditor	Check here repla	or a previous	ly filed claım dated				
1 BASIS FOR CLAIM						···			
	ersonal injury/wrongful death	_	iree benefits as defined in 11	•	• •				
	axes other (describe briefly)	-	ges salaries and compensa it four digits of SS #	tion (Fill out belo	ow)				
	uner (describe bliefly)		paid compensation for service	es performed fro	m 7/30/04-to	1/31/05			
2 DATE DEBT WAS INCURRED		3 IF C	OURT JUDGMENT, DATE C	BTAINED	(date)	(date)			
4 TOTAL AMOUNT OF CLAIM AT TIME CASE FILED  If all or part of your claim is secured.		omplete II	tem 5 or 7 below	9 2.5 secured priority)		34 53 otal)			
Check this box if claim includes interes				mized statement	of all interest or addition	onal charges			
5 SECURED CLAIM  Check this box if your claim is securight of setoff)	I -	Check	this box if you have an unsec	A 2	m 2005				
Brief description of collateral			it entitled to priority \$	<u> </u>					
Real Estate Motor	Vehicle	X Wag befo	ges salaries or commissions (up re filing of the bankruptcy petition er 11 U S C § 507(a)(3)	to \$4 925)* earner or cessation of the	d within 90 days Debtes business wh	1			
Other	_		tributions to an employee benefit p	olan 11 U S <sub>r</sub> C <sub>r</sub> C <sub>s</sub>	507(a)				
Value of Collateral \$  Amount of arrearage and other charges a secured claim if any \$	it time case filed included in	Up to	o \$2 225* of deposits toward purc ersonal family or household use	hase lease orinen	tal of property or service (a)(6)	es			
6 UNSECURED NONPRIORITY CLAIR	15 27, 959·55	Alim child	ony maintenance or support owe I 11 U S C § 507(a)(7)	ed to a spouse, for	ner sp <del>ous</del> e or				
Check this box if a) there is no collatera claim or b) your claim exceeds the value if c) none or only part of your claim is ent	of the property securing it or	Othe	es or penalties owed to government or Specify applicable paragraph of counts are subject to adjustment on 4/1/	of 11 U.S.C. § 501	7(a) ( )				
8 CREDITS The amount of all payme 9 SUPPORTING DOCUMENTS A	ents on this claim has been cred	dited and d iments si	uch as promissory notes inur	naking this proof	f of claim	itements of			
If the documents are not available explication of the documents are not available explication.  10 DATE-STAMPED COPY To recommend to the documents are not available explication.	ain If the documents are volun	ninous att	tach a summary	lien DO NOTS	SEND ORIGINAL DO	OCUMENTS			
The original of this completed proc									
so that it is actually received on or before April 7, 2005 for Governmen BY MAIL TO	before 5 00 pm, on January 1 Ital Units	18, 2005 fe	or Non-Government Claima	nts OR on or	USE OI	NLY			
Oxford Automotive Inc			OVERNIGHT DELIVERY TO notive Inc	rf(")	JAN 202	2005			
c/o BMC Group PO Box 977 El Segundo CA 90245-0977	133		up anklın Ave CA 90245						
DATE SIGNED  SIGN and profile the	ant the name and title if any of the cost claim (attach copy of power of atto	creditor or of	ther person authorized to		Oxford Automotiv	ve Inc			
			>	ı	00716	<del></del>			
Penalty for presenting fraudulent claim is a fine	of up to \$500 000 or imprisonment	for up to 5 y	years or both 18 USC §§ 152	AND 3571					

# United States Bankruptcy Court Summary Proof of Claim January 17 2005

## Name Nicholas Parker

Case # 04-74377-SRW

Oxford Automotive

#### Documents enclosed

- Settlement Release
- Copies of payment from July 30 2004
- Copy of last pay stub from regular employment
- Proof of claim form

#### **Summary**

- Last day of employment July 30 2004
- Agreement is for salary continuance for 26 weeks or \$95,000
- Payments received for 17 weeks or \$62,115 45
- Amount due 9 weeks or \$32,884 55



## **SETTLEMENT RELEASE AND AGREEMENT**

This Settlement and Release Agreement (the Agreement) is made on July 30, 2004 between Oxford Automotive, Inc (Oxford) and Nicholas Parker (Employee) Employee's last day of employment with the Company is July 30, 2004 Except as provided below, all employment benefits cease as of July 30, 2004

The parties to this Agreement desire to resolve and settle any and all claims existing between them, their agents, employees, representatives, spouses, successors and assigns. This Agreement does not constitute an admission of liability or concession of the merits of any claim by any party, but is entered into by and between the parties solely for the purpose of settling disputed claims. The parties agree as follows

- Employee, on behalf of himself and his successors, heirs, assigns, executors, attorneys, agents, representatives and any other persons claiming by, through or under him, unconditionally and forever RELEASES, ACQUITS and DISCHARGES Oxford and its owners, predecessors, successors, subsidiaries, divisions and affiliates, and their former and current directors, officers, shareholders, employees, agents, attorneys, insurers, and assigns from any and all claims, causes of action, rights, damages, losses, liabilities, obligations and demands, whether based in tort, contract or any other legal or equitable theory of recovery, which employee has, or may have, of any kind or character, whether now known or unknown, including but not limited to, any claim for salary, compensation, benefits, expenses, compensatory and exemplary damages, interest, attorneys fees, costs and present or future employment. This release includes all claims arising from, attributable to, related to, or which could have been raised in conjunction with
  - a) Employee's employment with Oxford,
  - b) Employee's termination of employment with Oxford,
  - c) Any alleged discriminatory, retaliatory, tortiuous, wrongful, breaching and/or improper action of Oxford

This release includes, but is not limited to, any claims of wrongful termination, discrimination (based on age, race, sex or any other factor), including claims brought under Title VII of the Civil Rights Act of 1964 or similar Michigan laws, retaliation, defamation, intentional and/or negligent infliction emotional distress, mental anguish, breach of employment contract or offer letter, breach of an implied covenant of good faith and fair dealing, negligent training or supervision, tortiuous interference or any other alleged unlawful or wrongful conduct, whether arising under federal or state statutes, regulation or the common-law (contract, tort, or other) of any jurisdiction

- In compliance with the Older Workers Benefit Protection Act, 29 U S C, S63 (f) and similar Michigan laws, Employee expressly acknowledges that
  - a) This Agreement is written in a manner to be understood by him and he understands all of the terms of this Agreement,
  - b) In addition to the waiver and release of all other claims, this Agreement results in the waiver and release by him of all claims arising under the Age Discrimination in Employment Act of 1967, 29 U S C S621 ET seq (ADEA) and similar Michigan laws,
  - In exchange for the waiver and release by him of all ADEA claims,
    Employee is receiving consideration in addition to anything of value to
    which he already is entitled,
  - d) Prior to executing this Agreement, he is entitled to seek legal advice and counsel from an attorney regarding his rights and obligations under this Agreement,
  - e) He has been provided at least 45 days within which to consider this Agreement,
  - f) Employee has been informed that he is not releasing any claims that accrue after the effective date of this Agreement
- Employee and his attorney shall maintain this Agreement in strict confidence Employee, his attorneys and tax advisors agree that they will not disclose, directly or indirectly, the terms of this Agreement or any communications, written, verbal or otherwise, constituting or concerning the negotiation of this Agreement, to any third person other than his immediate family and, apart from his attorney that Employee may consult concerning this Agreement Any breach of this Agreement by Employee, Attorney or tax advisors shall be deemed a breach. If employee in Oxford's good faith judgment breaches any obligation hereunder including, without limitation, Employee's obligations of this Agreement, Oxford may immediately terminate any payment/payments and the provision of any other benefits to be made or provided hereunder or under any benefit plan. Any such termination by Oxford shall not impair the validity or enforceability of Paragraph 1 or 2 hereto.
  - 4 Employee agrees that this settlement is intended to resolve all matters between the parties and to terminate, forever, any relationship they may have. Therefore, as a part of this settlement and compromise, Employee agrees to relinquish any and all rights to present or future employment, after July 30, 2004 with Oxford and its successors, assigns subsidiaries, divisions and affiliates and further agrees never to seek employment with any of these entities. In addition, as of the date hereof, Employee hereby resigns from all positions

of officer, director, trustee or otherwise at Oxford Automotive or any subsidiary or affiliates thereof and will agree to sign any specific resignation request

- Employee agrees not to sue or initiate against Oxford any action, proceedings or compliance review or to participate as a party, individually or as a member of a class, under any contract, express or implied, law or regulation, whether federal, state or local, pertaining in any manner whatsoever to Employee's employment with Oxford, the termination of that employment, or any matter covered by the release contained in this Agreement, except for any claims or disputes arising out of Employee's entitlement to any pension/retirement benefits Employee agrees not to make any disparaging comments about Oxford Automotive
- Employee will cooperate and make himself available upon reasonable notice to Oxford in connection with any claim or proceeding asserted or filed against Oxford involving any matters of which Employee has material information or knowledge Employee will be reimbursed on a per diem basis for any time and for reasonable expenses incurred in connection with any such claims or proceedings that the company deemed his involvement to be necessary
- After execution of this Agreement, Oxford agrees to pay Employee, salary continuance for twenty-six (26) weeks pay in the amount of \$95,000 00 and an amount of \$6,394 23 for accrued but unused vacation. After execution of this agreement Oxford agrees to arrange for outplacement services or pay \$2,000 00 in lieu of outplacement services, whichever the employee prefers. All monies mentioned above will be less all lawful deductions required. If Employee elects to continue medical and dental coverage under the Employer's plans in accordance with the continuance requirements of COBRA, the Employer shall pay for the costs of said coverage beginning on the last day of employment and ending on January 31, 2005. Thereafter, the Employee shall be entitled to elect to continue such COBRA coverage for the remainder of the COBRA period, at his own expense.
- 8 Employee will be responsible for reasonable expenses, including legal fees, incurred by Oxford for any enforcement of this Agreement
- Employee acknowledges, by entering into this Agreement that Oxford does not admit to any unlawful, discriminatory, or tortiuous conduct or other wrong doing in connection with Employee's employment and his subsequent termination of employment. Neither this Agreement, nor any action taken in connection with this Agreement, nor pursuant to it, will constitute an admission or any evidence of wrong doing on the part of Oxford, or its employees or agents. Oxford, in fact, denies that it or any of its employees or agents committed unlawful, tortiuous or improper acts against Employee at any time
- Each party shall bear its own costs and attorneys fees in connection with the negotiation, review and execution of this Agreement Employee will be responsible for reasonable

expenses, including legal fees, incurred by Oxford for any enforcement of this Agreement

- This Agreement supercedes, replaces, and merges all previous agreements and discussions between Employee and Oxford, or their respective attorneys and agents, and constitutes the entire agreement between Employee and Oxford with respect to its subject matter
- This Agreement may not be changed or terminated orally, and no change, termination, or waiver of this Agreement or any of its provisions shall be binding unless made in writing and signed by all parties
- 13 his Agreement shall be interpreted and construed in accordance with, and shall be governed by, the laws of the State of Michigan except to the extent that federal law may apply
- Employee has been fully informed by his attorney of the terms, contents, conditions and effects of this Agreement before executing it Employee acknowledges that he has read this entire Agreement, understands that is constitutes a contract, and represents that he has entered into it voluntarily
- 15 Employee has 45 days within which to consider this agreement Employee may revoke this Agreement within seven (7) days of execution hereof by delivery of a written revocation notice to Oxford in care of Dennis Bemis No payment shall be made hereunder until the seven-day revocation period has expired If Employee does not revoke this Agreement within the seven-day revocation period, then this Agreement shall become finally effective and enforceable and any payments hereunder will be paid thereafter

Please return this agreement by September 13, 2004

IN WITNESS WHEREOF, the parties have executed and delivered this Agreement,

Subscribed and sworn to Before me

Jeffred Wilson

Date

President & COO

Oxford Automotive, Inc

Dennis G Bemis

Date

Sr Vice President Human Resources

Oxford Automotive, Inc.

Date

Witness/

Date

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