

**UNITED STATES BANKRUPTCY COURT  
EASTERN DISTRICT OF MICHIGAN  
SOUTHERN DIVISION**

**PROOF OF CLAIM**



In re  
**Oxford Automotive, Inc**

Case Number  
**04-74377**

Schedule/Claim ID s2626  
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**  
08111832007797  
HODGES JAMES  
2841 FLICKNER LN SE  
CORYDON IN 47112-7904

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 (912) 968-3004  
Creditor Federal Tax ID  
Account Or Other Number By Which Creditor Identifies Debtor

Check here  replaces or amends a previously filed claim dated \_\_\_\_\_ if this claim

**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 # 3708  
 Unpaid compensation for services performed from 1-1-04 to 12-31-04  
 (date) (date)

**2 DATE DEBT WAS INCURRED**    **3 IF COURT JUDGMENT, DATE OBTAINED**

**4 TOTAL AMOUNT OF CLAIM AT TIME CASE FILED**  
 \$ \_\_\_\_\_ (unsecured)    \$ \_\_\_\_\_ (secured)    \$ 2380.60 (unsecured priority)    \$ 2380.60 (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.

**6 UNSECURED NONPRIORITY CLAIM \$ \_\_\_\_\_**  
 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.

**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 SPACE FOR COURT USE ONLY**  
**FILED**  
**JAN 28 2005**  
**BMC**  
 Oxford Automotive Inc  
 01464

DATE SIGNED: 1-25-05  
 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):  
James C Hodges    James C Hodges

JANUARY 23, 1999

JANUARY 23, 2005

**OXFORD UNIVERSITY**  
**and**  
**LOCAL 2289**

International  
United Automobile Workers  
and Agitation  
Implement

## LEAVE OF ABSENCE FOR PUBLIC OFFICE

Section 3. Any employee with seniority elected to public office may make a written application for a leave of absence for a period of his first term of active service in such elective office. Additional leaves of absence for service in elective public office may be granted at the option of local Management upon written application by the employee.

Any employee with seniority who is appointed to a position as Administrative Assistant in a Congressional or Senatorial office, or to any Administrative position in a state agency, or as a labor representative on a community agency, or to a non-civil service governmental position which is not generally available to an applicant for employment may make written application for a leave of absence for the period of his active service in such position not to exceed one (1) year. Such leave may be renewed at the option of local management upon written application by the employee. During such leave employee may retain but not accumulate seniority.

## EDUCATIONAL LEAVE OF ABSENCE

Section 4. Employees who have acquired seniority of one or more years who desire to further their education, may make application for leave of absence for that purpose.

One continuous leave of absence for such education will be granted to eligible employees for a period not to exceed twelve (12) months. Additional leaves of absence may be granted, at the option of local management. Seniority shall accumulate during such leaves of absence.

## LEAVE OF ABSENCE FOR UNION BUSINESS

Section 5. Members of the Union elected or appointed to a position with the International Union or Local Union, the duties of which require their withdrawal from their job with the Company shall at the request of the Local Union or the International Union be granted a leave of absence after the

Company has been notified, for periods not to exceed one (1) year, extensions of such leaves shall be granted for successive periods not to exceed one (1) year provided they are applied for in writing before the leave expires. During such Union leaves of absence the employee will retain and accumulate seniority

Section 6. Any employee being elected or appointed to a position with the Union necessitating temporary leave of absence shall be granted such leave of absence by the Management without loss of seniority

Section 7. Any employee granted a leave of absence shall be guaranteed re-employment, at the then current rate of pay if there is sufficient work available which he is capable of doing and to which he may be entitled on the basis of seniority. Seniority will accumulate during the period of such leaves

Section 8. Any employee on leave may return to work in line with his seniority before the expiration of his leave providing not less than seven (7) days' notice is given to management. The return within the seven day period is at the option of Management. Any employee who fails to return to work in accordance with the notice as given shall be considered as having voluntarily quit unless he has a satisfactory reason

## ARTICLE XI - VACATIONS

Section 1. All employees on the payroll with at least six (6) months seniority ~~and who are not on leave~~ will be eligible for vacation pay to be computed at two (2) percent of the employee's gross annual earnings of the preceding calendar year.

Section 2. All employees on the payroll with at least three (3) years seniority as of January 1st of each year will be eligible for vacation pay to be computed at four (4) percent of the employee's gross annual earnings of the preceding calendar year

Section 3. All employees on the payroll with at least (10)

years seniority a [redacted] will be eligible for vacation [redacted] [redacted] year

**Section 4.** All employees on the payroll with at least (15) years of seniority as of January 1st each year will be eligible for vacation to be computed at (8) percent of the employee's gross annual earnings of the preceding calendar year

**Section 5.** The number of hours of vacation time off will be granted based on the employee's seniority as of January 1st of each year  
Seniority of at least 6 months - 40 hours  
Seniority of at least 3 years - 80 hours  
Seniority of at least 10 years - 120 hours  
Seniority of at least 15 years - 160 hours

[redacted]  
[redacted]  
[redacted]

**Section 7.** Employees entering military service will receive vacation pay at the time of leaving under the provisions and rates set forth above

**Section 8.** An employee who has quit or has been discharged shall not receive vacation pay for the earning year in which the quit or discharge occurred. If a discharged employee is reinstated, back payment of vacation pay is possible depending on the settlement of the grievance.

In the event of death of an employee, payment of vacation pay will be made to their life insurance beneficiary

**Section 9.** Vacations shall, as far as possible, be granted at the time most desired by employee, 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 con-

facts occur they shall be decided on the basis of seniority among contending parties.

- (a) Once vacation is granted by the Company it will not be canceled without the employee's consent
- (b) Employees will be allowed to take vacation one or more days at a time

**Section 10.** Employee shall request vacation time off and pay (if applicable) in writing at least two (2) weeks prior to the starting date of the vacation. A copy of the request shall be retained by the employee. The employee request for vacation shall be signed by the employee's department foreman and approved by the Superintendent.

**ARTICLE XII - PENSION PLAN**

[redacted] Income Plan which has been [redacted] will include the following benefits:

- (a) Normal retirement at age 65 with the following amount paid for each year of Credited Service.

October 1, 1998	\$4 25
October 1, 1999	\$5 00
October 1, 2000	\$6 00
October 1, 2001	\$7 00
October 1, 2002	\$8 00
October 1, 2003	\$10 50
[redacted]	[redacted]
- (b) Effective October 1, 1993 Unreduced early retirement will be available at age sixty-two (62) if an employee has at least fifteen (15) years of credited service.