FORM B10 (Official Form 10) (04/04)

UNITED STATES BANKRUPTCY COURT Eastern DISTRICT OF Michigan

PROOF OF CLAIM

Name of Debtor
Oxford Automotive, Inc.

Case Number 04-74377

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)
Ricky Gene Baker

Name and address where notices should be sent
Serko & Simon LLP
ATTN: Jerome L. Hanifin
1700 Broadway, 31st Floor
New York, New York 10019
Telephone number 212-775-0055

☒ 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 the address differs from the address on the envelope sent to you by the court

THIS SPACE IS FOR COURT USE ONLY

Account or other number by which creditor identifies debtor

Check here ☐ replaces if this claim ☐ amends a previously filed claim, dated _____

1 Basis for Claim

☐ Goods sold
☐ Services performed
☐ Money loaned
☐ Personal injury/wrongful death
☐ Taxes
☒ Other See Attached Addendum - Attached Complaint

☒ Retiree benefits as defined in 11 U S C § 1114(a)
☐ Wages, salaries, and compensation (fill out below)
Last four digits of SS # _____
Unpaid compensation for services performed
from _____ (date) to _____ (date)

2 Date debt was incurred

3 If court judgment, date obtained

4 Total Amount of Claim at Time Case Filed $ Unliquidated (unsecured) _____ (secured) _____ (priority) Unliquidated (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 $_____

6 Unsecured Nonpriority Claim $ Unliquidated
**See Attached Addendum - Attached Complaint

☒ **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 if c) none or only part of your claim is entitled to priority

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 the filing of your claim enclose a stamped self-addressed envelope and copy of this proof of claim

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FILED
JAN 27 2005
BMC

Oxford Automotive Inc
00860

Date
01/07/2005

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)
Jerome L. Hanifin
- Jerome L. Hanifin, Associate

Penalty for presenting fraudulent claim Fine of up to $500 000 or imprisonment for up to 5 years or both 18 U S C §§ 152 and 3571

SERKO & SIMON LLP
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RETAINER

RE Oxford Automotive Inc Litigation

The undersigned, Client residing at 513 W Jefferson St Culver IN 46511 hereby retains Serko & Simon LLP, 1700 Broadway, 31st Floor, New York, NY 10019, to prosecute or adjust a claim for pecuniary financial or other damages including punitive damages arising from the failure to timely secure NAFTA-TAA certification for the Former Employees of Oxford Automotive, Inc , Argos Indiana Facility on or after December 4, 2000 Said damages resulting from the negligent or intentionally tortious behavior of Oxford Automotive, Inc , its Officers, Directors, and Employees past and present

The Client hereby gives Serko & Simon LLP the exclusive right to take all legal steps to enforce this claim through trial, settlement, and/or appeal Serko & Simon LLP shall have the right but not the obligation to represent the Client on appeal

The Client has been specifically informed, and is aware, that Serko & Simon LLP is representing multiple clients based on the same or similar cause of action The Client consents to Serko & Simon LLP s representation of multiple clients based on the same or similar cause of action and waives all conflicts of interest that may exist due to that representation

The Client accepts Serko & Simon LLP s authority to negotiate a settlement on the Client's behalf that may be included as part of the settlement of all, or most, of the same or similar causes of action brought on behalf of Serko & Simon LLP s other clients The Client will have the opportunity to accept or decline a negotiated settlement after all details of the proposed settlement of the Client s cause of action, and the details of the settlement of same or similar causes of action brought on behalf of Serko & Simon LLP s other clients have been disclosed to the Client

In consideration of the services rendered and to be rendered by Serko & Simon LLP, the Client agrees to pay Serko & Simon LLP and Serko & Simon LLP is authorized to retain out of moneys that may come into its hands by reason of the above claim

Thirty three and one-third percent (33 1/3 %) of the total sum recovered, whether recovered by suit settlement or otherwise

Such percentage shall be computed on the total sum recovered for the Client After deduction of such amount from the total sum recovered, a further deduction will be made for Serko & Simon LLP s expenses and disbursements for expert testimony investigative or other services properly chargeable to the enforcement of the claim or prosecution of the action In

computing the fee the costs as taxed, including interest upon a judgment shall be deemed part of the amount recovered

If the cause of action is settled by Client without the consent of Serko & Simon LLP, Client agrees to pay Serko & Simon LLP the above percentage of the full amount of the settlement for the benefit of Client, to whomever paid or whatever called Serko & Simon LLP shall have, in the alternative, the option of seeking compensation on a *quantum meruit* basis to be determined by the court In such circumstances, the court would determine the fair value of the service Serko & Simon LLP shall have, in addition, Serko & Simon LLP's taxable costs and disbursements In the event the Client is represented on appeal by another attorney, Serko & Simon LLP shall have the option of seeking compensation on a *quantum meruit* basis to be determined by the court

In the event of a dispute relating to our fees, you may have the right to arbitration of the dispute pursuant to Part 137 of the Rules of the Chief Administrator of the Courts of New York State a copy of which will be furnished to you upon request

Client

Dated 1-10-04 _____ Rick Baker _____ (L S)
Signature – print name beneath
RICK BAKER

Witness Donald L Lutz _____ Donald L Lutz _____ (L S)
Signature – Print name beneath
DONALD L LUTZ

STATE OF INDIANA, MARSHALL COUNTY

MARSHALL CIRCUIT COURT

TODD E ABBOTT, DAVID M ABRAMS SR	)	
LYDALE BRENT ARVLN,	)	
CHARLES KEVIN BAILY, JP ,	)	
GARY DEAN BAILEY, JOSEPH R. BAILEY,	)	
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RICKY GENE BAKER, LEE EDGAR BECKER,	)	
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HAROLD EDWARD BROWN RODNEY J BRYANT,	)	
KELNAN ALLEN BUCHANAN,	)	
TROY WAYNE BUCHANAN RICHARD RAYMOND	)	FIRST AMENDED COMPLAINT
BUNCH DANNY MARK BUNN,	)	CAUSE NO 50C01-0410-PL-00024
DAVID A CALHOUN DENNIS LEE	)	
CALHOUN DENNIS WILLIAM CALHOUN,	)	
DOUGLAS LYNN CALHOUN JEFFERY	)	
LYNN CALVERT RONALD D CARR,	)	
DOUGLAS H CASSEL, GLEN ALTON CATTIN,	)	
CLIFFORD CAUDILL LARRY THOMAS	)	
CHARD, HERBERT B CLARK DALE L	)	
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RAY CLEMONS CECIL REX COCHRAN,	)	
DARREL WAYNE COLE,	)	
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DETWILER TIMOTHY B DETWILER,	)	

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DARLA JEAN DOWNEY, JAMES DOWNEY,)
JOHN W DUDGEON JIM EDWARD DUFF,)
RUSSELL D DUGAN,)
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L MCINTIRE, MARY LOUISE MCINTIRE,)
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ANDREW PHILLIPS MICHAEL R PIPPENGER DALE)
W POPE DEBBIE SUE POWELL, SCOTT ALLEN)
POWELL JEFFREY KYLE PRATER CLAY)

JEROME PUGH CRAIG ALLAN PUGH,)
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QUIMBY, JERRY D REDLIN, JEFFREY L REED)
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RANDALL EUGENE RINGER, FRITZ H)
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ADAIR MICHAEL SEIDELMANN, ANTHONY LEE)
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STANLEY RYAN STEVENS, JEFFREY L STONE,)
KENT SAMUEL STRANG, WENDELL WADE)
STUBER, JOHN WILLIAM SUSITS DAVID)
EDWARD SUTTON BRAD L TAM, BRETT L)
TAM, AMBER TAYLOR DONALD F TESSNER,)
TOM MICHAEL THIBEAULT HOPE THOMAS,)
ANTHONY WILLIAM THOMPSON, JEREMY L)
TOWNSEND, TONY L TRIPLET, MICHAEL)
PAUL TROSPER, MARK A TURNPAUGH,)
MICHAEL LEROY TURNPAUGH STEVE)
KENT TURNPAUGH LLOYD E ULERICK,)
SHERRY LAVONE VACA, FLOYD E VAN SCOY JR ,)
TIMOTHY R WAGNER, LARRY DEAN WAGONER,)
DONALD LEE WALLACE I, BRUCE E)
WALTON, TERRY LEE WALTZ, JUDY KAY)
WARREN, RICHARD NEAL WARREN,)
JOHN L WHITE, ROB J WHITE, THOMAS)
JOSEPH WHITE RICKY DEAN WILBURN)
DANIEL JAMES WILLIAMS, MICHAEL)
SHAWN WILLIAMS TRACY RENEE)

WILLIAMS, JEFFREY DEAN WILSON, ROBERT E WISER, CHARLES D YOUNG,	)
Plaintiffs,	)
v	)
OXFORD AUTOMOTIVE, INC , a corporation and STEVEN M ABELMAN, JOHN W POTTER, AURELIAN BUKATKO TIM GARGARO LARRY C CORNWALL, DENNIS BEMIS, MICHAEL J HARTT, ROBERT L CHIARAVALLI AND BENEDICT C UBAMADU, each individuals,	)
Defendants	)

FIRST AMENDED COMPLAINT RE FRAUD, CRIMINAL CONVERSION, TREBLE DAMAGES AND ATTORNEYS FEES WITH JURY DEMAND

For their first amended complaint plaintiffs allege as follows

SUMMARY OF THE ACTION

1 This case involves the wholesale denial of federal and state benefits to production workers thrown out of work at Oxford Automotive Inc s plant in Argos, Indiana Defendants are responsible for the plaintiffs' losses of benefits by a policy and program of repeated lies to federal and state agencies The story requires some background

2 In order to soften the impact of lost American jobs when a plant like Oxford's closes operations and moves either to Mexico or Canada as part of the North American Free Trade Agreement ("NAFTA "), Congress authorized supplemental unemployment, retraining, relocation and other benefits for U S workers rendered jobless because of such a move

3 However, those supplemental benefits will not be granted by the U S Department of Labor and Indiana s Department of Workforce Development, if the employer tells the government that its employees loss of work was not due to a shift of production to a plant across

the border

4 In this case, in late 2000 Oxford Automotive, Inc began the process of moving Argos plant equipment to a brand new operation in Ramos Arizpe, Mexico, some 190 miles from the United States border, in order to serve a recently constructed General Motors auto assembly plant nearby in Ramos Arizpe

5 By the end of January 2001, Oxford had moved some 60 truckloads of heavy equipment, which constituted the Argos plant's major production line, from the Argos installation and was re-establishing it in its new Mexican plant.

6 Meanwhile, having decided to shut down the Argos Indiana plant, Oxford began laying off its Argos employees in large numbers in October 1999 It did not complete that process, however, until approximately June 2001, when it officially shut the Argos plant

7 Throughout this years-long process of shutting down Argos, in order to use the plant s major production equipment in Mexico, Oxford and its executives repeatedly stated to state and federal officials through as late as October 21 2002 (if not later) that the equipment moved to Mexico was not being used Because according to the defendants, the machinery had not been used, its shift to Mexico could not be the basis for the Argos production workers to apply for and receive the special NAFTA-affected unemployment and retraining benefits mentioned earlier

8 By so acting Oxford and several of its executives knew that the company and themselves personally would (and did) cause both the state and federal governments to withhold the special unemployment and retraining benefits to which each Argos worker was entitled had Oxford and its executives told the truth

9 As a direct result of the defendants pattern of repeated and conscious misrepresentations to the government, they caused plaintiffs to lose permanently some of the special benefits they would have been entitled to and, as to other such benefits suffer a delay of some 2 years and 10 months in receiving them

10 It was only after extensive litigation in the United States Court of International

Trade that the United States Department of Labor and the Indiana Department of Workforce Development released benefits to which plaintiffs had qualified years before

11 As a direct result of defendants campaign and policy of lying to federal and state government officials, plaintiffs have suffered serious current and future economic loss as well as substantial mental distress

PARTIES

12 Plaintiffs are former employees of defendant Oxford Automotive, Inc (hereafter "Oxford") and/or its subsidiaries, including the Estates of Larry Grossman, Richard A Lowry, who though former employees of Oxford are deceased

13 Oxford is a corporation established pursuant to the laws of the State of Michigan with its headquarters maintained in the State of Michigan Oxford is a "Tier I" global supplier of metal components, assemblies mechanisms and modules used by original equipment automotive manufacturers, such as General Motors Corporation, Saturn, a division of General Motors Corporation and the Ford Motor Company

14 Among its other operations, Oxford currently maintains plants in Corydon Indiana and in Greencastle, Indiana

15 Until May 13, 2004, defendant Oxford maintained a production facility in the Republic of Mexico at Boulevard Santa Maria 1501, Fracc Industrial Santa Maria, Ramos Arizpe, Coahuila, Mexico 25900

16 The individual defendants each present or former officers, directors, and/or members of Oxford s management include the following

(a) Steven M Abelman who served Oxford as President and Chief Executive Officer from May 1997 to June 2001,

(b) John W Potter who served Oxford as President and Chief Executive Officer from June 2001 to January 2004,

(c) Aurelian Bukatako who served Oxford as Executive Vice President and Chief Financial Officer from June 2000 to July 2002 and as Senior Vice

President and Chief Financial Officer of such defendant from June 1999 to June 2000,

(d) Tim Gargaro, who served Oxford as Executive Vice President and Chief Financial Officer from July 2002 to June 2003,

(e) Larry C Cornwall, who served Oxford as Executive Vice President from May 2000 to May 2001, as Senior Vice President Global Business Development from June 1999 to May 2000, and Senior Vice President Sales and Engineering from May 1997 to June 1999

(f) Dennis Bemis, who served Oxford as Senior Vice President of Human Resources from August 2002 to date,

(g) Michael J Hartt, who served Oxford as Corporate Director of Human Resources during the time-period relevant to this action,

(h) Robert L Chiaravalli, who served Oxford as Vice President of Human Resources and Chief Labor Counsel during the time-period relevant to this action and

(i) Benedict C Ubamadu who served Oxford as General Motors Corp business account manager from at least October 2002 until 2004

JURISDICTION AND VENUE

17 This Court has jurisdiction over this litigation pursuant to Indiana Rules of Trial Procedure Rule 4 4(A)(1)-(5) because defendants have conducted business in the State of Indiana, have caused personal injury by acts done in the State of Indiana have caused personal injury by acts done outside of the State of Indiana while regularly doing business in the State of Indiana and, as to defendant Oxford own and use real property in the State of Indiana

18 Venue is properly laid in this Court because many of the acts and transactions by plaintiffs and defendants, and the harm suffered by plaintiffs, occurred in Marshall County, State of Indiana

FACTS

I Oxford's Argos, Indiana Facility

19 Lobdell-Emery Mfg Co built a plant for the manufacture of automobile parts in Argos, Indiana that started production in 1977

20 The Lobdell-Emery Mfg Co Argos, Indiana manufacturing facility produced metal stamped and welded automobile parts for General Motors and the Ford Motor Company

21 In 1997, Lobdell-Emery Mfg Co sold its assets including its Argos Indiana manufacturing facility to Oxford

22 After Oxford purchased the Argos, Indiana facility it offered numerous incentives to Argos employees to increase plant output, which the employees did, to Oxford's benefit

II Oxford's Ramos Arizpe, Mexico Facility

23 Beginning on or about September 1998, Oxford began construction of a new production facility in Ramos Arizpe, Mexico

24 The process of constructing an automotive parts production facility such as the facility at Ramos Arizpe, Mexico, begins with planning and design many months before actual construction begins

25 As part of the pre-construction planning process for Oxford's new plant in Mexico a number of Oxford personnel were involved in determining what equipment would be installed at the new facility and made determinations as to the source of that equipment

26 Oxford, in combination with Steven Abelman Aurelian Bukatako and Larry C Cornwall, supervised the planning for, construction of, and placement of manufacturing equipment at, Oxford s Ramos Arizpe, Mexico facility

27 Essentially Oxford duplicated Argos manufacturing capacity in Ramos Arizpe For example the size and dimensions of a "press pit' in an automotive parts production facility are determined by the dimensions of the machinery to be placed within the specific "press pit. '

During the period from September 1998 to February 2000 Oxford built into its Ramos Arizpe, Mexico plant a "press pit" approximately 200 feet long, 30 feet wide, and 30 feet deep, identical in size to the "press pit" located at the Oxford Argos, Indiana facility, which facility was still in operation at the time the press pit was being built in Ramos Arizpe, Mexico

28 Oxford's Form 10K, filed with the U S Securities and Exchange Commission on June 20, 2000, states, regarding the Ramos Arizpe Mexico facility, that "Plant rationalization has allowed for the transfer of equipment already owned to the facility " The equipment "already owned ' was the equipment at Argos

III The 180-Inch Press Line

29 Though the 180-inch press line that was located at Oxford's Argos Indiana facility was referred to as a line," in fact it consisted of a series of very large machines, the entirety of which was worth millions of dollars They consisted of five (5) 1500-ton Verson Presses six (6) SIS Path Finder Transfer units and one (1) metal blank destacking machine The resulting line was approximately 200 feet long, ranged in height up to 60 feet, was approximately 20-30 feet wide, and extended in places 30 feet down into the press pits in which it was installed

IV Oxford's Argos, Indiana 180-Inch Press Line Is Sent to Ramos Arizpe, Mexico Facility

30 On or about August 1 2000, authorization from Oxford s corporate headquarters was pending to dismantle and ship the Argos Indiana 180-inch press line to the new plant at Ramos Arizpe, Mexico (*Former Employees of Oxford Automotive Inc v United States* U S Court of International Trade No 01-00453 Public Administrative Record [hereafter referred to as 'Oxford Record I '] p 46)

31 However on or about September 2000 at a time when the Argos press line had been partially disassembled for its transfer to Mexico, Oxford received from Ford Motor Co an ' off-load ' job for Ford Focus rear doors that required the use of the 180-inch press line at the

Argos facility

32 As a result, on or about September 6, 2000, a Capital Appropriation Request was submitted to Oxford's headquarters from the Argos Facility (Oxford Record I, p 48) asking for some $60,000 "to reassemble the 180-inch press line This would allow Argos to run an emergency offload for the Ford Focus front and rear outer door skins" (*Id*)

33 The Capital Appropriation Request went on to state that "[t]he 180 [inch] press line was being disassembled for transfer to another Oxford Automotive plant in Mexico" (*Id*)

34 In late September through October 2000, Oxford s Argos Indiana employees, including plaintiffs in this action, re-assembled the partially dismantled 180-inch press line located at the Oxford Argos, Indiana plant and then worked in shifts around the clock to satisfy the Ford Motor Company ' offload" job

35 Having completed the Ford Motor Co 'off-load job in November 2000, Oxford again ordered the Argos 180-inch press line to be dismantled

36 On or about December 5, 2000 and continuing through January 2001 the dismantled 180-inch press line was shipped from defendant Oxford's Argos, Indiana facility to Oxford s Ramos Arizpe Mexico facility by means of more than sixty (60) separate tractor trailer truckloads, a process that alone cost several hundreds of thousands of dollars

37 In January 2001, Jeff Mason, at that time a Vice President of defendant Oxford, stated to representatives of the plaintiffs that with respect to the 180-inch press line Oxford was transferring from Argos to Mexico Oxford had plenty of work for the line in Mexico but had no work for it in the United States

38 In fact on information and belief, from January 2001 until Oxford sold its Ramos Arizpe, Mexico plant in May 2004, it used the plant to produce automobile parts for General Motors all production that could have been done and in earlier years had been done, in Argos

V Oxford Closes the Argos, Indiana Facility

39 Because of Oxford s decision to close the Argos plant and shift production to

Ramos Arizpe, Mexico Oxford began large-scale layoffs at the Argos, Indiana facility in October 1999 that proceeded through June 2001, when it permanently closed its Argos installation

VI Oxford Commits Itself to Cooperate with State or Federal Agencies Assisting with Job Training and Other Benefits

40 On or about June 2001, in connection with closure of the Argos facility, Oxford publicly committed itself 'to cooperate with any state and/or federal agency which would assist the employees with job training or any other benefits the employees would be entitled to '

VII Oxford Sent Former Argos, Indiana Employees to the Ramos Arizpe, Mexico Facility to Train Mexican Employees on the 180-Inch Press Line

41 During the period March 2001 to July 2002 Oxford sent a number of then current as well as earlier terminated Argos employees to the Ramos Arizpe Mexico facility to assist in setting-up and placing into production at the Ramos Arizpe, Mexico facility the very same 180-inch press line that had been moved from Argos, Indiana

42 As part of their work for Oxford at its Ramos Arizpe, Mexico facility then-current and terminated Argos employees trained Oxford's new Mexican employees on how to run the 180-inch press line transferred from the Argos Indiana plant

VIII The NAFTA-TAA Petition

43 Meanwhile back on December 4 2000 plaintiffs' representatives filed a petition requesting certification for 'NAFTA-Transitional Adjustment Assistance,' pursuant to 19 U S C § 2331 *see, Ind Code*, § 22-4-41-1, *et seq* , (hereafter "NAFTA-TAA) with the Indiana Department of Workforce Development on behalf of then-current and former employees of Oxford s Argos Indiana facility (Oxford Record I p 2)

44 Certification for NAFTA-TAA benefits by the U S Department of Labor establishes eligibility of workers who have lost their jobs either due to a shift in production to

Mexico or Canada, or due to increased imports of competitive products from Mexico or Canada to apply for and receive extended unemployment payments, job training, and job search and relocation allowances

45 The NAFTA-TAA petition alleged that jobs had been lost at Oxford's Argos Indiana facility due to a shift in production to Mexico (Oxford Record I p 2)

46 The NAFTA-TAA petition stated that the "'180-inch Automated Press Line' for Car side panels (Saturn Sedan & Saturn Station wagon/Corvette tunnel)' had been affected by the shift in production to Mexico by having been sent to Mexico (*Id*)

47 The petition included as an attachment a memorandum dated August 1 2000 from Michael McCord-Kurz (at that time Oxford s Argos facility plant manager) to the effect that authorization was being sought to move the 180-inch press line to Mexico (Oxford Record I, at p 4)

IX The Indiana Department of Workforce Development and the U S Department of Labor Initial Investigation

48 On December 28 2000 the U S Department of Labor published notice of its investigation based on the Argos, Indiana plant employees NAFTA-TAA petition in the Federal Register (Oxford Record I pp 5-9, 65 Fed Reg 82 396, 82,399)

49 Pursuant to the procedures mandated by law for determining eligibility for NAFTA-TAA certification (19 U S C § 2331(b)), the Oxford employees petition underwent preliminary review by the Indiana Department of Workforce Development, the designated representative of the State in which the Argos workers were located

X. Defendants First Set of False Statements to the Indiana Department of Workforce Development

50 Between December 4 2000 and December 21 2000 the Indiana Department of Workforce Development obtained information from defendant Oxford regarding the employees NAFTA-TAA-petition

51 On information and belief during the Department of Workforce Development's investigation, in violation of 18 U S C § 1001 and Ind Code § 35-44-3-4(a)(4) Oxford submitted materially false information to the Department to the effect that, although a 180-inch press line was being moved from Oxford's Argos, Indiana facility to Oxford's Ramos Arizpe, Mexico facility, Oxford had no plans to put that line into production in Mexico

XI. The Indiana Department of Workforce Development Makes a Preliminary Negative Determination on the NAFTA-TAA Petition

52 On or about December 21 2000, the Indiana Department of Workforce Development, based in part upon the materially false information provided to it by defendants, issued a negative preliminary determination on the NAFTA-TAA petition (Oxford Record I, Table of Contents "Tax of December 21, 2000, to Department of Labor (DOL), Trade Adjustment Assistance Office (DTAA) From the Indiana Department of Workforce Development, Transmitting the NAFTA-TAA Preliminary Finding and Confidential Data Information for Oxford Automotive, Argos, Indiana NAFTA-4357 ")

XII. Defendants' Second Set of False Statements to the U S Department of Labor

53 Upon information and belief, on or about January 4, 2001, defendant Michael J Hartt in his capacity as Corporate Director of Human Resources for Oxford with the knowledge and at the direction of, defendants Steven M Abelman Aurelian Bukatako, and Larry C Cornwall in violation of 18 U S C § 1001 and Ind Code § 35-44-3-4(a)(4) sent a letter to the U S Department of Labor regarding the transfer of equipment from Oxford's Argos Facility to the Ramos Arizpe, Mexico facility In that letter Oxford,

(a) informed the Department that the 180-inch press line was being moved from defendant Oxford s Argos, Indiana facility to Oxford's Ramos Arizpe, Mexico facility and

(b) falsely informed the Department that Oxford had no plans to put the 180-inch press line into production at the Ramos Arizpe Mexico facility

(Oxford Record I Table of Contents Letter of January 4, 2001, to Arisha Griffith Investigator DTAA, DOL, From Mr Michael J Hartt, Corporate Director Oxford Automotive, Providing Additional Information Regarding the Transfer of Equipment from the Argos Facility)

54 On January 24, 2001, the U S Department of Labor's Certifying Officer Linda G Poole, relying on the false statements in Michael J Hartt's January 4, 2001 letter, signed a "Negative Determination Regarding Eligibility to Apply for NAFTA-Transitional Adjustment Assistance," referring to defendants false assertions there had been no shift in production to Mexico and that **"[a]lthough some of the machinery from the Argos plant has been moved to Mexico and other foreign locations, the machinery is idle"** (Oxford Record I, pp 18-20) (Emphasis added)

55 The initial preliminary determination by the Indiana Department of Workforce Development and the final determination by the U S Department of Labor were based on and were the direct result of, the false information and statements referred to above because, during December 2000-January 2001, Oxford had in fact transported the Argos equipment to Ramos Arizpe for the very purpose of shifting production to Mexico

XIII The U S Department of Labor's Initial Denial of NAFTA-TAA Certification

56 The Department of Labor denied the NAFTA-TAA Petition as of January 26, 2001 (Oxford Record I p 26) The Department published in the Federal Register official notice of the denial of Plaintiffs petition on February 20, 2001 (Oxford Record I, pp 21-24, 66 Fed Reg 10,916-17)

XIV Plaintiffs' Representative Requests that the U S Department of Labor Reconsider its Denial of NAFTA-TAA Certification

57 Meanwhile, on February 1, 2001, plaintiffs' representative requested that the Department of Labor reconsider its denial of the Argos employees' petition for NAFTA-TAA

certification, indicating the following

> Oxford Automotive built a plant in Ramos, Mexico a few years ago and built press pits to fit our 180-line In your letter it states the customer made the decision to take back production. This is not true Oxford Automotive made the decision to move these jobs to other Oxford facilities (with customer approval), so they could take our 180-inch line to Mexico The machinery is idle because Ford Motor Company paid to re-assemble and disassemble this line It is disassembled now and in route to Mexico Jeff Mason, Vice President of Oxford Automotive told the Bargaining Committee of UAW Local 2088 that they had plenty of work for this line in Mexico, but had no work for it in the States

(Oxford Record I, p 45)

XV The U S Department of Labor Denies Reconsideration

58 The U S Department of Labor denied the request for reconsideration of the NAFTA-TAA petition on April 30, 2001 (Oxford Record I pp 49 51)

59 In its "Notice of Negative Determination Regarding Application for Reconsideration" the Department of Labor stated that information regarding the transfer of the 180-inch press line to Mexico had been previously considered and wrote **"the Department found [in the initial investigation] that some of the machinery was sent to Mexico but it was not being used "** (Oxford Record I pp 52-53 66 Fed Reg 23 732 (May 9 2001)) (emphasis added)

XVI Plaintiffs' Representative Challenges the U S Department of Labor's Denial of NAFTA-TAA Certification at the U S Court of International Trade

60 Plaintiffs representative requested that the United States Court of International Trade review the Department of Labor's denial of plaintiffs' NAFTA-TAA petition on June 13, 2001

XVII The First Remand to the U S Department of Labor

61 Thereafter, the Department of Labor moved for a remand in order that the Department might reconsider the NAFTA-TAA petition, a motion the U S Court of International Trade granted on August 28, 2001

62 Upon remand, the U S Department of Labor exchanged e-mails with Oxford inquiring whether Oxford had imported automobile parts from Mexico or Canada that were like or directly competitive with those produced at defendant Oxford's Argos, Indiana plant (*Former Employees of Oxford Automotive Inc v United States*, U S Court of International Trade No 01-00453, First Supplemental Public Administrative Record [hereafter referred to as **"Oxford Record II"**] p ??)

63 On October 19 2001 the U S Department of Labor continued the denial of the NAFTA-TAA petition in a "Notice of Negative Determination on Remand ' that included the following ground, which in turn, was based solely and exclusively on Oxford's misrepresentations of fact

> Oxford Automotive did not import articles from Mexico or Canada like or directly competitive with those produced at the Argos, Indiana plant **There was no shift in production from Argos, Indiana, to Mexico or Canada Although some of the machinery from the Argos plant had been moved to Mexico and other foreign locations, the machinery was idle** The layoffs at the plant were attributable to the customer s decision to take back production of the side panels

(Oxford Record II, p [insert]) (Emphasis added)

64 In fact, by October 19, 2001, defendants well knew that Oxford had shifted production from Argos to Ramos Arizpe, Mexico and that Argos machinery, by then reinstalled in the Mexican plant for several months, was definitely not "idle ' but rather was being used daily in the same fashion and for the same purpose as it had been used at Oxford s Argos plant before the shift of production to Mexico

65 The Department of Labor filed its remand determination with the U S Court of International Trade on October 23, 2001 **(Oxford Record II, p [insert])**

XVIII The Second Remand to the U S Department of Labor

66 A year later, on October 24, 2002, the U S Court of International Trade granted the U S Department of Labor's second consent motion for a voluntary remand by an order of the same date

XIX Defendants' Third Set of False Statements to the U S Department of Labor

67 In connection with the October 24, 2002 remand Benedict C Ubamadu Oxford's General Motors business account manager with the knowledge and at the direction of defendants John W Potter, Tim Gargaro and Dennis Bemis, in violation of 18 U S C § 1001 and Ind Code § 35-44-3-4(a)(4), continued to assert falsely that the press line shipped from Argos to Oxford's plant in Ramos Arizpe Mexico "remained idle and that such equipment 'has never been used to produce any product in Mexico' (*Former Employees of Oxford Automotive, Inc v United States*, U S Court of International Trade No 01-00453, Second Supplemental Public Administrative Record [hereafter referred to as 'Oxford Record III'] Table of Contents Fax dated October 16, 2002 and electronic mail dated October 21 2002 from Benedict C Ubamadu Oxford Automotive Troy, Michigan responding to telephone calls during October 2002 from Elliott Kushner, U S Department of Labor (DOL), Division of Trade Adjustment Assistance (DTAA), Concerning Subject Plant Product Codes and Clarification of the Shift in Plant Equipment to Mexico)

68 Based on this third set of misrepresentation of facts the Department of Labor continued its denial of Plaintiffs NAFTA-TAA petition in a 'Notice of Negative Determination on Reconsideration on Remand,' executed on October 31, 2002, and filed with the United States Court of International Trade on November 6, 2002, based on the following determination which, in turn was based on Oxford s entirely false report of 'idle equipment' that had 'never been used

to produce any product in Mexico"

> The Department of Labor also contacted Oxford Automotive regarding shifts in Argos plant equipment to Mexico during the relevant period
>
> The company indicated that all production was phased out during the year 2000 The company moved all press equipment to other facilities The 180 Press Line went to Mexico in the Spring of 2001 Two other major presses (10 presses total and one blanking press) also went to a Mexican facility during the summer of 2002 The rest of the miscellaneous items went to other domestic Oxford plants from 2001 through the current period **All equipment shifted to Mexico remained idle The equipment has never been used to produce any product in Mexico**

(Oxford Record III, pp 57-60) (Emphasis added)

XX The Third Remand to the U S Department of Labor

69 On October 2 2003, the U S Court of International Trade granted the Argos workers motion for judgment on the agency record and remanded the case to the U S Department of Labor for additional investigation of petitioners' claims that production of like or directly competitive products had been shifted from defendant Oxford s Argos Indiana facility to its Ramos Arizpe, Mexico plant

XXI The U S Department of Labor Certifies Plaintiffs for NAFTA-TAA

70 On November 10, 2003 after the third order of remand the U S Court of International Trade had issued to the Department of Labor the Department finally certified plaintiffs as eligible for NAFTA-TAA benefits in a "Notice of Revised Determination on Remand " published in the Federal Register on November 26 2003 which finally undid defendants' three year campaign of falsehood over Oxford's shift of production from Argos to its new plant in Mexico

> The petitioners alleged in the request for reconsideration

that production equipment (180 ' press line and two single pot spot welders) was sent to an affiliated plant located in Mexico **Information provided by the company at that time indicated that while equipment was sent to Mexico, the equipment was not used and there was no production shift** The Department determined that the shift of production equipment, absent its use was an insufficient basis for certification

On current remand, the Department followed the Court s guidance in conducting its investigation, obtaining new and additional information, as well as clarification, from the company regarding the alleged production shifts to Mexico Upon careful review of the new information, it has been determined that a **significant portion of production of like and directly competitive products was shifted from the subject facility to Mexico during the relevant period**

Conclusion

After careful review of the additional facts obtained on the current remand, **I conclude that there was a shift of production to Mexico of articles like or indirectly competitive with those produced at the subject facility** In accordance with the Trade Act, I make the following certification

All workers of Oxford Automotive Inc , Argos, Indiana who became totally or partially separated from employment on or after December 4, 1999, through two years from the issuance of this revised determination, **are eligible to apply for NAFTA-TAA under section 250 of the Trade Act of 1974**

(*Former Employees of Oxford Automotive Inc v United States*, U S Court of International Trade No 01-00453, Third Supplemental Public Administrative Record [hereafter referred to as Oxford Record IV'] *reprinted at* 68 Fed Reg 66,499 (Nov 26, 2003)) (emphasis added)

71 Such provision of materially false information in violation of 18 U S C § 1001 and Ind Code § 35-44-3-4(a)(4) includes per individual defendant (but, subject to discovery, is not necessarily limited to), the following

(a) By virtue of his position as President and Chief Executive Officer of defendant Oxford from May 1997 to June 2001 defendant Steven M

Abelman was fully aware, and participated in decisions relating to

(i) the closure of Oxford's Argos Indiana facility,

(ii) the planning and construction of Oxford's Ramos Arizpe Mexico facility,

(iii) the decision to move the 180-inch press line from Oxford's Argos Indiana Facility to Oxford s Ramos Arizpe, Mexico facility

(iv) the decision to place the 180-inch press line into immediate production at Oxford's Ramos Arizpe, Mexico facility

(v) the knowing, willful intentional, and fraudulent submission by defendants on or about December 4 to December 21, 2000 and again on January 4, 2001 to the Indiana Department of Workforce Development and the U S Department of Labor of materially false information regarding defendant Oxford s plans for the 180-inch press line being transferred from Oxford s Argos, Indiana Facility to Oxford's Ramos Arizpe, Mexico Facility

(b) By virtue of his position as President and Chief Executive Officer of defendant Oxford Automotive Inc from June 2001 to January 2004, defendant John W Potter was fully aware, and participated in, decisions relating to the knowing, intentional willful and fraudulent submission by defendants on or around October 2002 to the U S Department of Labor of materially false information regarding defendant Oxford s use in production of the 180-inch press line transferred from Oxford's Argos, Indiana facility to Oxford s Ramos Arizpe Mexico facility

(c) By virtue of his position as Executive Vice President and Chief Financial Officer of Oxford Automotive Inc from June 2000 to July 2002 and as Senior Vice President and Chief Financial Officer of defendant Oxford Automotive, Inc from June 1999 to June 2000 defendant Aurelian

Bukatako was fully aware, and participated in, decisions relating to

(i) the closure of defendant Oxford's Argos Indiana facility,

(ii) the planning and construction of Oxford's Ramos Arizpe, Mexico facility

(iii) the decision to move the 180-inch press line from Oxford's Argos Indiana facility to Oxford's Ramos Arizpe, Mexico facility;

(iv) the decision to place the 180-inch press line into immediate production at Oxford's Ramos Arizpe, Mexico facility

(v) the knowing, intentional, willful, and fraudulent submission by defendants on or about December 4 to December 21, 2000 and again on January 4 2001 to the Indiana Department of Workforce Development and the U S Department of Labor of materially false information regarding defendant Oxford s plans for the 180-inch pressline being transferred from Oxford's Argos Indiana facility to Oxford s Ramos Arizpe Mexico facility

(d) By virtue of his position as Executive Vice President and Chief Financial Officer of defendant Oxford Automotive Inc from July 2002 to June 2003 defendant Tim Gargaro was fully aware and participated in, decisions relating to the knowing intentional willful and fraudulent submission by defendants on or around October 2002 to the U S Department of Labor of materially false information regarding Oxford's use in production of the 180-inch press line transferred from Oxford's Argos, Indiana facility to Oxford s Ramos Arizpe Mexico facility

(e) By virtue of his position as Executive Vice President of Oxford Automotive, Inc from May 2000 to May 2001, as Senior Vice President Global Business Development from June 1999 to May 2000, and Senior Vice President Sales and Engineering from May 1997 to June 1999

defendant Larry C Cornwall was fully aware, and participated in, decisions relating to

(i) the closure of Oxford's Argos, Indiana facility,

(ii) the planning and construction of Oxford's Ramos Arizpe, Mexico facility;

(iii) the decision to move the 180-inch press line from Oxford's Argos Indiana facility to Oxford s Ramos Arizpe, Mexico facility,

(iv) the decision to place the 180-inch press line into immediate production at Oxford s Ramos Arizpe, Mexico facility,

(v) the knowing, intentional willful, and fraudulent submission by defendants on or about December 4 to December 21, 2000 and again on January 4 2001 to the Indiana Department of Workforce Development and the U S Department of Labor of materially false information regarding Oxford's plans for the 180-inch press line being transferred from Oxford's Argos, Indiana facility to Oxford s Ramos Arizpe Mexico facility

(f) By virtue of his position as Senior Vice President Human Resources of Oxford Automotive Inc from August 2002 to date, Dennis Bemis was fully aware, and participated in, decisions relating to the knowing intentional willful, and fraudulent submission by defendants on or around October 2002 to the U S Department of Labor of materially false information regarding Oxford s use in production of the 180-inch press line transferred from Oxford s Argos, Indiana facility to Oxford's Ramos Arizpe, Mexico facility

(g) As a result of his position as Corporate Director of Human Resources of Oxford Automotive, Inc during the time-period relevant to this action, Michael J Hartt, on his own account and on behalf and at the direction of

Oxford's, Steven M Abelman, Aurelian Bukatako Larry C Cornwall, and Robert L Chiaravalli knowingly, intentionally, willfully, and fraudulently provided on or about December 4 to December 21, 2000 to the Indiana Department of Workforce Development and on January 4, 2001 to the U S Department of Labor materially false information regarding Oxford s plans for the 180-inch press line being transferred from Oxford's Argos, Indiana facility to Oxford's Ramos Arizpe, Mexico facility

(h) By virtue of his position as Vice President of Human Resources and Chief Labor Counsel of Oxford Automotive Inc during the time-period relevant to this action, Robert L Chiaravalli was fully aware, and participated in decisions relating to

(i) the closure of defendant Oxford's Argos, Indiana facility

(ii) the planning and construction of Oxford s Ramos Arizpe Mexico facility,

(iii) the decision to move the 180-inch press line from Oxford s Argos, Indiana facility to Oxford s Ramos Arizpe, Mexico facility

(iv) the decision to place the 180-inch press line into immediate production at Oxford s Ramos Arizpe, Mexico facility,

(v) the knowing, intentional, willful, and fraudulent submission defendants on or about December 4 to December 21, 2000 and again on January 4, 2001 to the Indiana Department of Workforce Development and the U S Department of Labor of materially false information regarding Oxford's plans for the 180-inch press line being transferred from Oxford's Argos Indiana facility to Oxford's Ramos Arizpe Mexico facility

(i) By virtue of his position as General Motors Corp business account

manager Oxford Automotive, Inc from at least October 2002 until 2004 Benedict C Ubamadu, on his own account and on behalf and at the direction of Oxford s, John W Potter, Tim Gargaro and Dennis Bemis knowingly, intentionally, willfully, and fraudulently provided on or around October 2002 to the U S Department of Labor materially false information regarding Oxford's use in production of the 180-inch press line transferred from Oxford's Argos, Indiana facility to Oxford s Ramos Arizpe, Mexico facility

Count I

(Fraud)

72 Paragraphs 1 to 71 are incorporated

73 By their repeated misrepresentations of fact to federal and state agencies in violation of 18 U S C § 1001 and Ind Code § 35-44-3-4(a)(4) at the very least, defendants engaged in a civil conspiracy to commit fraud

74 Such fraud consisted of the defendants repeated false statements that the Argos Indiana press line was idle, when it was not and that no production of Argos had been shifted to Mexico when, in fact, such production had been shifted to Mexico to produce exactly what Oxford s Argos plant had produced

75 Such false statements were material in that they caused the U S Department of Labor and Indiana Department of Workforce Development to withhold for some two years and ten months NAFTA-Transitional Adjustment Assistance to plaintiffs assistance plaintiffs were entitled to as of no later than January 24 2001

76 The defendants knew their false statements were material, because at all times they were aware of federal and state programs connected with NAFTA and designed, at least in part, to avoid or reduce NAFTA s negative impact on American workers

77 The Departments of Labor and Workforce Development, acting on behalf of plaintiffs reasonably relied on defendants' repeated misrepresentations of fact, because such

defendants were required by law to speak truthfully about such matters, and because the defendants had control over all acts that would or would not give rise to plaintiffs' entitlement to such programs

78 Each of the plaintiffs suffered serious injury as a proximate result of defendants misrepresentations in the form of,

(a) permanently lost benefits otherwise available pursuant to 19 U S C §§ 2292-98 and *Ind Code* §§ 22-4-41-1, *et seq* ,

(b) the delay in receipt of other such benefits with consequent economic hardship and, as to delayed monetary payments, loss of interest,

(c) decline in earning capacity as a proximate result of such lost or delayed benefits,

(d) substantial mental and emotional distress as a proximate result of such lost or delayed benefits

Count II

(Criminal Conversion)

79 Paragraphs 1 to 71 and 73 to 78 are incorporated

80 For purposes of *Ind Code* § 35-43-4-3, the lost or delayed benefits referred to above as intangible entitlements established pursuant to federal and state legislation and regulations are forms of property

81 From December 2000 through no earlier than October 24, 2002, defendants knowingly and intentionally engaged in a repeated consistent and uninterrupted course of uttering false statements to state and federal governments, as alleged above that had the effect of destroying or suspending plaintiffs receipt of the Transitional Adjustment Assistance benefits referred to above and thereby converted them in violation of *Ind Code* § 35-43-4-3

82 As a proximate result of such conversion in addition to the damages plaintiffs have alleged in Count I, defendants and each of them are liable pursuant to *Ind Code* § 34-24-3-1, for, among other things, an amount equal to three times the actual damages each of the

plaintiffs has incurred plus plaintiffs' reasonable attorneys fees

WHEREFORE, the named plaintiffs pray for judgment against Oxford Automotive, Inc and the named individual defendants, as follows

1 On Count I for their damages according to proof, including interest on liquidated benefits to which each plaintiff was entitled

2 On Count II for damages according to proof, including interest on liquidated benefits to which each plaintiff was entitled, trebled and for reasonable attorneys fees

3 On both Counts for their costs of suit

4 For such other relief as the court deems just

JURY DEMAND

Pursuant to Trial Rule 38, plaintiffs request this matter be tried to a jury

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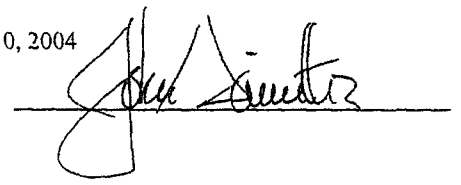
CERTIFICATE OF SERVICE

The undersigned attorney for plaintiffs certifies that he served a true and correct copy of First Amended Complaint on the attorneys for the defendants by mailing a copy to

James M Lewis
Jody H Odell
Barnes & Thornburg
100 N Michigan, Suite 600
South Bend, IN 46601

by United States Mail, postage prepaid December 10, 2004



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New York – January 26, 2005

Mr Jeff Varsalone
Case Manager
BMC Corp
1330 East Franklin Avenue
El Segundo, CA 90245

Re Proofs of Claim - Oxford Automotive, Inc

Dear Mr Varsalone,

Enclosed are notices of claim for 310 of our clients who filed a lawsuit against Oxford Automotive prior to the company's bankruptcy filing The notices of claim also cover any "retirement benefits" as defined in 11 U S C § 1141(a) that my clients may be entitled too We have spoken with Ms Andrea Schrepfer, who asked us to include this cover letter with our mailing, asking you to "scan and image" the enclosed Complaint as documentation for all 310 proofs-of-claim The Complaint is referenced on each of the 310 proofs of claim We have also sent to you a second package, which is identical with the exception that the proofs of claim are against Lobdell Emery Corporation We ask that you scan the identical complaint for each of those 310 proofs of claim as well (Total of 622 notices of claim)

Finally, we are also mailing to you proofs of claim against Oxford Automotive, Inc and Lobdell Emery Corporation on behalf of our law firm, regarding costs and fees associated with the lawsuit

We have forwarded the FedEx tracking numbers for this shipment by email to Ms Schrepfer per her request If the package fails to reach you, please contact us immediately

We are enclosing an additional copy (third) of each proof-of-claim Per our conversations with Ms Schrepfer, we ask that you please stamp each third copy of the proofs of claim (against Oxford and Lobdell), and return them to us in by using the enclosed FedEx invoice

If anything should occur which requires our assistance, please do not hesitate to contact my associate Rob DeCamp or myself at 212-775-0055 Thank you for your attention to this matter

Sincerely,
SERKO & SIMON LLP

Jerome L Hanifin

Enclosures

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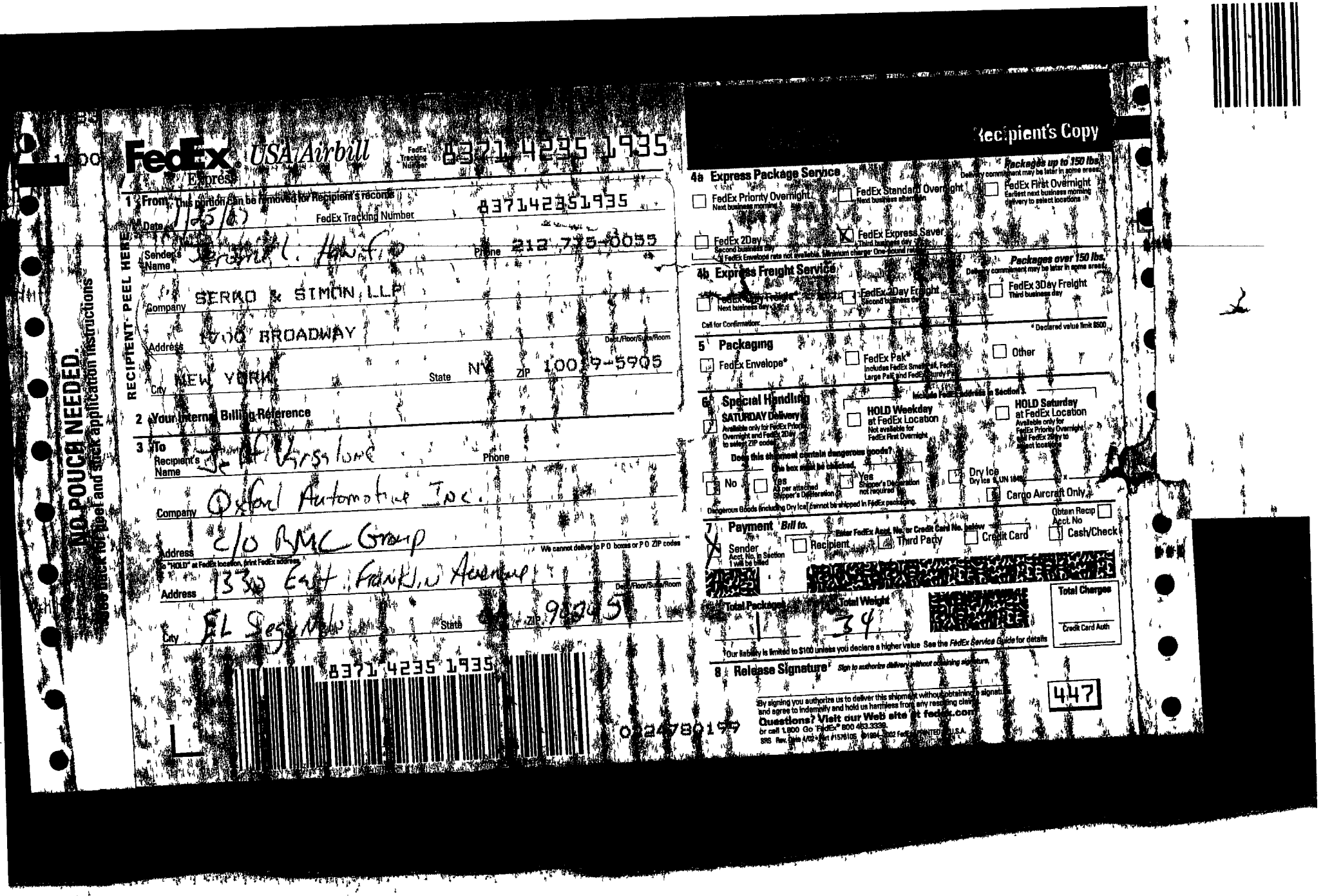

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