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Harvey R. Miller
Stephen Karotkin
Joseph H. Smolinsky
WEIL, GOTSHAL & MANGES LLP
767 Fifth Avenue
New York, New York 10153
Telephone: (212) 310-8000
Facsimile: (212) 310-8007

Attorneys for Motors Liquidation
Company GUC Trust

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

-----X	
In re	: Chapter 11 Case No.
	:
MOTORS LIQUIDATION COMPANY, et al.,	: 09-50026 (REG)
f/k/a General Motors Corp., et al.	:
	:
Debtors.	: (Jointly Administered)
	:
-----X	

**MOTORS LIQUIDATION COMPANY GUC TRUST'S REPLY TO
RESPONSES TO THE ONE HUNDREDTH OMNIBUS OBJECTION TO CLAIMS
(Claims Relating to Former Employees Represented by United Auto Workers)**

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TO THE HONORABLE ROBERT E. GERBER,
UNITED STATES BANKRUPTCY JUDGE:

The Motors Liquidation Company GUC Trust (the “**GUC Trust**”), formed by the above-captioned debtors (collectively, the “**Debtors**”)¹ in connection with the Debtors’ Second Amended Joint Chapter 11 Plan, dated March 18, 2011 (as may be amended, supplemented, or modified from time to time), files this reply (the “**Reply**”) to the Responses (defined below) interposed to the 100th Omnibus Objection to Claims (Claims Relating to Former Employees Represented by United Auto Workers) (ECF No. 7102) (the “**Omnibus Objection**”), and respectfully represents:

Preliminary Statement

1. On September 23, 2010, the Debtors filed the Omnibus Objection. The Omnibus Objection seeks the disallowance and expungement of certain employment-related and pension and welfare benefits claims of UAW Employees² on the basis that such claims have been assumed by New GM pursuant to the terms of the Master Purchase Agreement, as described in the Omnibus Objection, are not the responsibility of the Debtors or the GUC Trust and therefore should be disallowed and expunged from the claims register.

2. Responses to the Omnibus Objection were due by October 26, 2010. The responses listed on **Annex “A”** hereto and described further herein were filed with respect to the Omnibus Objection (collectively, the “**Responses**”) by Stephan Theis and Sarlower Olivier Tibbs (individually, a “**Responding Party**” and collectively, the “**Responding Parties**”) relating to their individual claims (the “**Claims**”).

¹ The Debtors are Motors Liquidation Company (f/k/a General Motors Corporation) (“**MLC**”), MLCS, LLC (f/k/a Saturn, LLC), MLCS Distribution Corporation (f/k/a Saturn Distribution Corporation), MLC of Harlem, Inc. (f/k/a Chevrolet-Saturn of Harlem, Inc.), Remediation and Liability Management Company, Inc., and Environmental Corporate Remediation Company, Inc.

² Capitalized terms used herein and not otherwise defined herein shall have the meanings ascribed to such terms in the Omnibus Objection.

3. The Responses are generally not substantive. After reviewing the Responses, the GUC Trust³ respectfully reiterates the Debtors' position in the Omnibus Objection, and submits that the Responding Parties have failed to provide any legal or factual support for the Claims. Notwithstanding the Responding Parties' opposition, the Responses should be dismissed because the Claims relate to liabilities for employment-related claims and pension, severance, and workers' compensation benefits of UAW Employees that have been assumed in full by New GM pursuant to the terms of the Master Purchase Agreement. Accordingly, the GUC Trust files this Reply in support of the Omnibus Objection and respectfully requests that the Claims be disallowed and expunged from the claims register.

The Claims Should Be Disallowed and Expunged

4. The Responding Parties have failed to demonstrate the validity of their Claims and, thus, the Claims should be disallowed and expunged. *See, e.g., In re Oneida, Ltd.*, 400 B.R. 384, 389 (Bankr. S.D.N.Y. 2009), *aff'd*, No. 09 Civ. 2229 (DC), 2010 WL 234827 (S.D.N.Y. Jan. 22, 2010) (claimant has burden to demonstrate validity of claim when objection is asserted refuting claim's essential allegations).

The Responses

(A) Claim No. 29823: Stephan Theis (the "Theis Claim")

5. On October 14, 2010, a response was filed on behalf of Stephan Theis (the "**Theis Response**"), stating opposition to the relief sought in the Omnibus Objection with respect to the Theis Claim. (*See* Proof of Claim and Theis Response at **Exhibit 1** attached hereto). In the Theis Response, Mr. Theis opposes the disallowance and expungement of the Theis Claim on the basis that, though he agrees that New GM has assumed liability for his qualified defined

³ While the Omnibus Objection was filed by the Debtors, this Reply is being filed by the GUC Trust because, pursuant to the Plan, the GUC Trust now has the exclusive authority to prosecute and resolve objections to Disputed General Unsecured Claims (as defined in the Plan).

benefit pension benefits and that Mr. Theis is receiving such benefits in full, New GM would be able in accordance with the terms of the applicable qualified defined benefit pension plan, the General Motors Hourly Rate Employee Pension Plan (“**Pension Plan**”), to amend or terminate the plan at any time, which in Mr. Theis’ view, implies that New GM may be only temporarily responsible for his pension benefits.

6. Paragraph 13 of the Omnibus Objection explains that, pursuant to Section 6.17(e) of the Master Purchase Agreement (*Assumption of Certain Parent Employee Benefit Plans and Policies*), New GM assumed all liabilities under employee benefit plans sponsored by Debtors under which UAW Employees participate, including responsibility for all claims with respect to pre- and post-petition benefits and benefits modifications provided under any such plan. The Pension Plan, under which Debtors provided pension benefits to Mr. Theis and other UAW Employees, is accordingly covered under Section 6.17(e) of the Master Purchase Agreement. In addition, this Court’s *Order (I) Authorizing Sale of Assets Pursuant to Amended and Restated Master Sale and Purchase Agreement; (II) Authorizing Assumption and Assignment of Certain Executory Contracts and Unexpired Leases in Connection with the Sale; and (III) Granting Related Relief* [ECF No. 2968] (the “**Sale Order**”) dated July 5, 2009, provides:

Except as expressly provided in the MPA or this Order, after the Closing, the Debtors and their estates shall have no further liabilities or obligations with respect to any Assumed Liabilities other than certain Cure Amounts as provided in the MPA, and all holders of such claims are forever barred and estopped from asserting such claims against the Debtors, their successors or assigns, and their estates.

Sale Order at paragraph 26. Therefore, the Debtors and the GUC Trust do not have any liability with respect to the pension benefits of Mr. Theis.

7. The Theis Response provides no additional support for the Theis Claim.

For the reasons set out above, the Debtors respectfully submit that the Theis Response should be dismissed, and the Theis Claim should be disallowed and expunged.

(B) Claim No. 64968: Sarlower Olivier Tibbs (the “Tibbs Claims”)

8. A response was filed on behalf of Sarlower Olivier Tibbs (the “**Tibbs Response**”) stating opposition to the relief sought in the Omnibus Objection with respect to the Tibbs Claim. (*See* Proof of Claim and Tibbs Response at **Exhibit 2** attached hereto). In the Tibbs Claim, Ms. Tibbs states that she did not receive the full amount of severance she was owed in the context of a termination offer, because she was not properly credited for her past service to Debtors. In the Tibbs Response, Ms. Tibbs makes no reference to her claim for additional severance, but opposes the disallowance and expungement of the Tibbs Claim on the basis that she should be compensated for her pain and suffering attributable to a shoulder injury which occurred in November 2000, which the Tibbs Response implies was incurred in the course of Ms. Tibbs’ employment by Debtors, and (as stated in the Tibbs Response) has been treated as required under the applicable workers’ compensation law. Given that Ms. Tibbs’ injury was incurred in the course of her employment, the extent to which Ms. Tibbs may be compensated for pain and suffering or other rights or benefits related to her shoulder injury would be determined by the applicable workers’ compensation law (including whether an employment-related claim in tort could be sustained).

9. Paragraph 8 of the Omnibus Objection explains that pursuant to Section 2.3(a)(xiii) (*Assumed and Retained Liabilities*) of the Master Purchase Agreement, New GM assumed all liabilities with respect to all employment-related obligations and liabilities pertaining to the UAW Employees, including (among other things) all liabilities with respect to claims related to discrimination, torts, compensation, workers’ compensation, grievances

originating under the UAW Collective Bargaining Agreement, and termination of employment, except for Retained Workers Compensation Claims. The Tibbs Claim is not a Retained Workers' Compensation Claim.⁴ Both the severance obligations referenced in the Tibbs Claim and the workers' compensation-related claims and benefits referenced in the Tibbs Response are employment-related obligations and liabilities related to a UAW Employee that were assumed in full by New GM pursuant to Section 2.3(a)(xiii) of the Master Purchase Agreement. Therefore, the Debtors and the GUC Trust do not have any liability with respect to the severance and workers' compensation-related claims and benefits of Ms. Tibbs.

10. The Tibbs Response provides no additional documentation to support the Tibbs Claim. For the reasons set out above, the Debtors respectfully submit that the Tibbs Response should be overruled, and the Tibbs Claim should be disallowed and expunged.

Conclusion

11. Because New GM assumed the employment-related and pension and welfare benefits claims of UAW Employees, the Debtors and the GUC Trust have no liability for the Responding Parties' Claims. The GUC Trust reiterates that the Responses have not provided any legal or factual support for the Claims and cannot be afforded prima facie validity under the Bankruptcy Code. Accordingly, the Claims should be disallowed and expunged in their entirety.

⁴ "Retained Workers' Compensation Claims" include only workers' compensation claims brought by current or former employees residing in or employed in Alabama, Georgia, New Jersey, or Oklahoma. The Tibbs Claim indicates that Ms. Tibbs was a resident of the state of the Texas during the pre-petition period and continued to reside in Texas at the time the Tibbs Claim was filed.

WHEREFORE, for the reasons set forth above and in the Omnibus Objection, the GUC Trust respectfully requests that the Court grant the relief requested in the Omnibus Objection and such other and further relief as is just.

Dated: New York, New York
April 13, 2012

/s/ Joseph H. Smolinsky
Harvey R. Miller
Stephen Karotkin
Joseph H. Smolinsky
WEIL, GOTSHAL & MANGES LLP
767 Fifth Avenue
New York, New York 10153
Telephone: (212) 310-8000
Facsimile: (212) 310-8007

Attorneys for Motors Liquidation
Company GUC Trust

Annex A

100th Omnibus Objection to Claims (Claims Relating to Former Employees Represented by United Auto Workers)					
No.	Proof of Claim No.	Response Docket No.	Name	Total Claimed	Summary
1.	29823	7476	Stephan Theis	\$504,000.00 (U)	Mr. Theis' response asserts that New GM is only temporarily responsible for pension obligations. Mr. Theis notes that he is currently receiving his pension benefits.
2.	64968	Informal	Sarlower Oliver Tibbs	\$15,000.00 (S) \$20,634.60 (P) \$158,587.00 (U)	Ms. Tibbs' original claim asserts only partial payment of a severance benefit. Her response makes no reference to a claim for severance and newly asserts a shoulder injury and requests compensation for pain and suffering and hardship.

Exhibit 1

APS0645323929



UNITED STATES BANKRUPTCY COURT FOR THE SOUTHERN DISTRICT OF NEW YORK		PROOF OF CLAIM
Name of Debtor (Check Only One) <input type="checkbox"/> Motors Liquidation Company (f/k/a General Motors Corporation) <input type="checkbox"/> MLCS, LLC (f/k/a Saturn, LLC) <input type="checkbox"/> MLCS Distribution Corporation (f/k/a Saturn Distribution Corporation) <input type="checkbox"/> MLC of Harlem, Inc (f/k/a Chevrolet-Saturn of Harlem, Inc)		Case No 09-50026 (REG) 09-50027 (REG) 09-50028 (REG) 09-13558 (REG)
NOTE: This form should not be used to make a claim for an administrative expense arising after the commencement of the case but may be used for purposes of asserting a claim under 11 U.S.C. § 503(b)(9) (see Item # 5). All other requests for payment of an administrative expense should 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) STEPHAN THEIS	<input type="checkbox"/> Check this box to indicate that this claim amends a previously filed claim Court Claim Number _____ (If known) Filed on _____	
Name and address where notices should be sent STEPHAN THEIS 2032 WATKINS LAKE RD WATERFORD MI 48328-1432	<input type="checkbox"/> Check this 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 this box if you are the debtor or trustee in this case	
Telephone number _____ Email Address STEPHAN.THEIS@ATT.NET	If an amount is identified above, you have a claim scheduled by one of the Debtors as shown (This scheduled amount of your claim may be an amendment to a previously scheduled amount.) If you agree with the amount and priority of your claim as scheduled by the Debtor and you have no other claim against the Debtor, you do not need to file this proof of claim form, EXCEPT AS FOLLOWS. If the amount shown is listed as DISPUTED, UNLIQUIDATED, or CONTINGENT, a proof of claim MUST be filed in order to receive any distribution in respect of your claim. If you have already filed a proof of claim in accordance with the attached instructions, you need not file again.	
Name and address where payment should be sent (if different from above) <i>Same as Above</i> FILED - 29823 MOTORS LIQUIDATION COMPANY F/K/A GENERAL MOTORS CORP SDNY # 09-50026 (REG)	If an amount is identified above, you have a claim scheduled by one of the Debtors as shown (This scheduled amount of your claim may be an amendment to a previously scheduled amount.) If you agree with the amount and priority of your claim as scheduled by the Debtor and you have no other claim against the Debtor, you do not need to file this proof of claim form, EXCEPT AS FOLLOWS. If the amount shown is listed as DISPUTED, UNLIQUIDATED, or CONTINGENT, a proof of claim MUST be filed in order to receive any distribution in respect of your claim. If you have already filed a proof of claim in accordance with the attached instructions, you need not file again.	
Telephone number _____	If an amount is identified above, you have a claim scheduled by one of the Debtors as shown (This scheduled amount of your claim may be an amendment to a previously scheduled amount.) If you agree with the amount and priority of your claim as scheduled by the Debtor and you have no other claim against the Debtor, you do not need to file this proof of claim form, EXCEPT AS FOLLOWS. If the amount shown is listed as DISPUTED, UNLIQUIDATED, or CONTINGENT, a proof of claim MUST be filed in order to receive any distribution in respect of your claim. If you have already filed a proof of claim in accordance with the attached instructions, you need not file again.	
1 Amount of Claim as of Date Case Filed, June 1, 2009 \$ <u>504,000.00</u> If all or part of your claim is secured, complete item 4 below, however, if all of your claim is unsecured, do not complete item 4. If all or part of your claim is entitled to priority, complete item 5. If all or part of your claim is asserted pursuant to 11 U.S.C. § 503(b)(9), complete item 5. <input type="checkbox"/> Check this box if claim includes interest or other charges in addition to the principal amount of claim. Attach itemized statement of interest or charges.	5 Amount of Claim Entitled to Priority under 11 U.S.C. § 507(a). If any portion of your claim falls in one of the following categories, check the box and state the amount. Specify the priority of the claim <input type="checkbox"/> Domestic support obligations under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B) <input type="checkbox"/> Wages, salaries, or commissions (up to \$10,950*) earned within 180 days before filing of the bankruptcy petition or cessation of the debtor's business, whichever is earlier - 11 U.S.C. § 507(a)(4) <input type="checkbox"/> Contributions to an employee benefit plan - 11 U.S.C. § 507(a)(5) <input type="checkbox"/> Up to \$2,425* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use - 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"/> Value of goods received by the Debtor within 20 days before the date of commencement of the case - 11 U.S.C. § 503(b)(9) (§ 507(a)(2)) <input type="checkbox"/> Other - Specify applicable paragraph of 11 U.S.C. § 507(a)(____) Amount entitled to priority \$ _____ *Amounts are subject to adjustment on 4/1/10 and every 3 years thereafter with respect to cases commenced on or after the date of adjustment.	
2 Basis for Claim <u>Pension/Benefits</u> (See instruction #2 on reverse side)	6 Credits: The amount of all payments on this claim has been credited for the purpose of making this proof of claim.	
3 Last four digits of any number by which creditor identifies debtor _____ 3a Debtor may have scheduled account as _____ (See instruction #3a on reverse side)	7 Documents: Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements or running accounts, contracts, judgments, mortgages, and security agreements. You may also attach a summary. Attach redacted copies of documents providing evidence of perfection of a security interest. You may also attach a summary (See instruction 7 and definition of "redacted" on reverse side). DO NOT SEND ORIGINAL DOCUMENTS ATTACHED DOCUMENTS MAY BE DESTROYED AFTER SCANNING If the documents are not available, please explain in an attachment.	
4 Secured Claim (See instruction #4 on reverse side) Check the appropriate box if your claim is secured by a lien on property or a right of setoff and provide the requested information. Nature of property or right of setoff <input type="checkbox"/> Real Estate <input type="checkbox"/> Motor Vehicle <input type="checkbox"/> Equipment <input type="checkbox"/> Other Describe _____ Value of Property \$ _____ Annual Interest Rate _____ % Amount of arrearage and other charges as of time case filed included in secured claim, if any \$ _____ Basis for perfection _____ Amount of Secured Claim \$ _____ Amount Unsecured \$ _____	FOR COURT USE ONLY	
Date <u>11/15/09</u> Signature <u>Stephan Theis</u> The person filing this claim must sign it. Sign and print name and title, if any, of the creditor or other person authorized to file this claim and state address and telephone number if different from the notice address above. Attach copy of power of attorney, if any.	Signature _____ _____	



INSTRUCTIONS FOR PROOF OF CLAIM FORM

The instructions and definitions below are general explanations of the law. In certain circumstances, such as bankruptcy cases not filed voluntarily by the debtor, there may be exceptions to these general rules. The attorneys for the Debtors and their court-appointed claims agent, The Garden City Group, Inc., are not authorized and are not providing you with any legal advice.

A SEPARATE PROOF OF CLAIM FORM MUST BE FILED AGAINST EACH DEBTOR

PLEASE SEND YOUR ORIGINAL COMPLETED CLAIM FORM AS FOLLOWS: **IF BY MAIL**, THE GARDEN CITY GROUP, INC., ATTN: MOTORS LIQUIDATION COMPANY CLAIMS PROCESSING, P.O. BOX 9386, DUBLIN, OH 43017-4286; **IF BY HAND OR OVERNIGHT COURIER**, THE GARDEN CITY GROUP, INC., ATTN: MOTORS LIQUIDATION COMPANY CLAIMS PROCESSING, 5151 BLAZER PARKWAY SUITE A, DUBLIN, OH 43017. PROOFS OF CLAIM MAY ALSO BE HAND DELIVERED TO THE UNITED STATES BANKRUPTCY COURT, SDNY, ONE BOWLING GREEN, ROOM 534, NEW YORK, NEW YORK 10004. **ANY PROOF OF CLAIM SUBMITTED BY FACSIMILE OR E-MAIL WILL NOT BE ACCEPTED.**

THE GENERAL AND GOVERNMENTAL BAR DATE IS NOVEMBER 30, 2009 AT 5:00 P.M. (PREVAILING EASTERN TIME)

Court, Name of Debtor, and Case Number

These Chapter 11 cases were commenced in the United States Bankruptcy Court for the Southern District of New York on June 1, 2009. You should select the debtor against which you are asserting your claim.

A SEPARATE PROOF OF CLAIM FORM MUST BE FILED AGAINST EACH DEBTOR

Creditor's Name and Address

Fill in the name of the person or entity asserting a claim and the name and address of the person who should receive notices issued during the bankruptcy case. Please provide us with a valid email address. A separate space is provided for the payment address if it differs from the notice address. The creditor has a continuing obligation to keep the court informed of its current address. See Federal Rule of Bankruptcy Procedure (FRBP) 2002(g).

1 Amount of Claim as of Date Case Filed

State the total amount owed to the creditor on the date of the bankruptcy filing. Follow the instructions concerning whether to complete items 4 and 5. Check the box if interest or other charges are included in the claim.

2 Basis for Claim

State the type of debt or how it was incurred. Examples include goods sold, money loaned, services performed, personal injury/wrongful death, car loan, mortgage note, and credit card. If the claim is based on the delivery of health care goods or services, limit the disclosure of the goods or services so as to avoid embarrassment or the disclosure of confidential health care information. You may be required to provide additional disclosure if the debtor, trustee, or another party in interest files an objection to your claim.

3 Last Four Digits of Any Number by Which Creditor Identifies Debtor

State only the last four digits of the debtor's account or other number used by the creditor to identify the debtor, if any.

3a Debtor May Have Scheduled Account As

Use this space to report a change in the creditor's name, a transferred claim, or any other information that clarifies a difference between this proof of claim and the claim as scheduled by the debtor.

4 Secured Claim

Check the appropriate box and provide the requested information if the claim is fully or partially secured. Skip this section if the claim is entirely unsecured. (See DEFINITIONS, below.) State the type and the value of property that secures the claim, attach copies of lien documentation, and state annual interest rate and the amount past due on the claim as of the date of the bankruptcy filing.

5 Amount of Claim Entitled to Priority Under 11 U.S.C. § 507(a)

If any portion of your claim falls in one or more of the listed categories, check the appropriate box(es) and state the amount entitled to priority. (See DEFINITIONS, below.) A claim may be partly priority and partly non-priority. For example, in some of the categories, the law limits the amount entitled to priority.

For claims pursuant to 11 U.S.C. § 503(b)(9), indicate the amount of your claim arising from the value of any goods received by the debtor within 20 days before June 1, 2009, the date of commencement of these cases. (See DEFINITIONS, below.) Attach documentation supporting such claim.

6 Credits

An authorized signature on this proof of claim serves as an acknowledgment that when calculating the amount of the claim, the creditor gave the Debtor credit for any payments received toward the debt.

7 Documents

Attach to this proof of claim redacted copies documenting the existence of the debt and of any lien securing the debt. You may also attach a summary. You must also attach copies of documents that evidence perfection of any security interest. You may also attach a summary FRBP 3001(c) and (d). If the claim is based on the delivery of health care goods or services, see instruction 2. Do not send original documents, as attachments may be destroyed after scanning.

Date and Signature

The person filing this proof of claim must sign and date it. FRBP 9011. If the claim is filed electronically, FRBP 5005(a)(2) authorizes courts to establish local rules specifying what constitutes a signature. Print the name and title, if any, of the creditor or other person authorized to file this claim. State the filer's address and telephone number if it differs from the address given on the top of the form for purposes of receiving notices. Attach a complete copy of any power of attorney. Criminal penalties apply for making a false statement on a proof of claim.

DEFINITIONS

Debtor

A debtor is the person, corporation, or other entity that has filed a bankruptcy case. The Debtors in these Chapter 11 cases are:

Motors Liquidation Company (f/k/a General Motors Corporation)	09-50026 (R/G)
MLCS, LLC (f/k/a Saturn, LLC)	09-50027 (R/G)
MLCS Distribution Corporation (f/k/a Saturn Distribution Corporation)	09-50028 (R/G)
MLC of Harlem, Inc. (f/k/a Chevrolet-Saturn of Harlem, Inc.)	09-13558 (R/G)

Creditor

A creditor is the person, corporation, or other entity owed a debt by the debtor on the date of the bankruptcy filing.

Claim

A claim is the creditor's right to receive payment on a debt that was owed by the Debtor on the date of the bankruptcy filing. See 11 U.S.C. § 101(5). A claim may be secured or unsecured.

Proof of Claim

A proof of claim is a form used by the creditor to indicate the amount of the debt owed by the debtor on the date of the bankruptcy filing. The creditor must file the form with The Garden City Group, Inc. as described in the instructions above and in the Bar Date Notice.

Secured Claim Under 11 U.S.C. § 506(a)

A secured claim is one backed by a lien on property of the debtor. The claim is secured so long as the creditor has the right to be

paid from the property prior to other creditors. The amount of the secured claim cannot exceed the value of the property. Any amount owed to the creditor in excess of the value of the property is an unsecured claim. Examples of liens on property include a mortgage on real estate or a security interest in a car. A lien may be voluntarily granted by a debtor or may be obtained through a court proceeding. In some states, a court judgment is a lien. A claim also may be secured if the creditor owes the debtor money (has a right to setoff).

Section 503(b)(9) Claim

A Section 503(b)(9) claim is a claim for the value of any goods received by the debtor within 20 days before the date of commencement of a bankruptcy case in which the goods have been sold to the debtor in the ordinary course of such debtor's business.

Unsecured Claim

An unsecured claim is one that does not meet the requirements of a secured claim. A claim may be partly unsecured if the amount of the claim exceeds the value of the property on which the creditor has a lien.

Claim Entitled to Priority Under 11 U.S.C. § 507(a)

Priority claims are certain categories of unsecured claims that are paid from the available money or property in a bankruptcy case before other unsecured claims.

Redacted

A document has been redacted when the person filing it has masked, edited out, or otherwise deleted, certain information. A creditor should redact and use only the last four digits of any social-security, individual's

INFORMATION

tax-identification, or financial-account number, all but the initials of a minor's name and only the year of any person's date of birth.

Evidence of Perfection

Evidence of perfection may include a mortgage, lien, certificate of title, financing statement, or other document showing that the lien has been filed or recorded.

Acknowledgment of Filing of Claim

To receive acknowledgment of your filing from The Garden City Group, Inc., please provide a self-addressed, stamped envelope and a copy of this proof of claim when you submit the original claim to The Garden City Group, Inc.

Offers to Purchase a Claim

Certain entities are in the business of purchasing claims for an amount less than the face value of the claims. One or more of these entities may contact the creditor and offer to purchase the claim. Some of the written communications from these entities may easily be confused with official court documentation or communications from the debtor. These entities do not represent the bankruptcy court or the debtor. The creditor has no obligation to sell its claim. However, if the creditor decides to sell its claim, any transfer of such claim is subject to FRBP 3001(e), any applicable provisions of the Bankruptcy Code (11 U.S.C. § 101 et seq.), and any applicable orders of the bankruptcy court.

Additional Information

If you have any questions with respect to this claim form, please contact Alix Partners at 1 (800) 414-9607 or by e-mail at claims@motorsliquidation.com

Nov 15, 2009

I worked 35.3 years For General Motors Corp.

I am Entitled To a Retirement + Benefits Per agreements

Since G.M. Newco IN The UAW-G.M. Settlement agreement States "Newco Denies any Responsibility For any G.M. Liabilities

and

"Whereas" UAW Waived Right To Claim That Newco Was Successor To G.M.'s Liabilities (IN The Amendments Section)

It Seems Like The entity Responsible To Pay my Benefits IS NOT Clear - So Im Filing against The One That Promised Me That Pension + Benefits - General Motors Corp

COST AS Follows

\$1,745.⁵⁹ per month Retirement For 35.3 years of Service

354.⁴⁰ Medical Insurance per month

\$2,100.00 TOTAL Per Month

X 240 months = 20 years, The Number till Im 82 (Average Life Expectancy)

\$504,000.00 The Amount I Feel Im Owed

Sincerely

Oct 14, 2010

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK
IN RE.

MOTORS LIQUIDATION COMPANY
f/k/a/ General Motors corp., et al.,

Chapter 11 case No.
09-50026 (REG)

debtors

Notice of Claimants objection to the debtors one hundredth omnibus objection to claims..

The court is busy so ill be brief. Im asking that my claim not be disallowed or expunged....

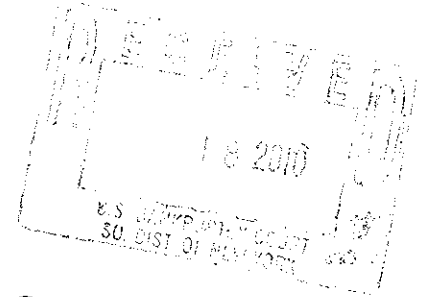
In the one hundredth omnibus objection to claims, Debtors attorneys entire argument is that the new GM has assumed liability for the employees pension.. If that were so I wouldn't be filing this.. The truth can be found in the debtors own one hundredth omnibus to claims in paragraph #13 , page 8.. It clearly states ""Purchaser and its affiliates may in its sole discretion, amend, suspend, or terminate any such assumed plan at any time in accordance with its terms."

So actually what the new GM has agreed to is be "temporarily" responsible for my pension. To assume liability, by definition, would mean to be responsible until the obligation is satisfied.. Even if they said they would be responsible as long as they're financially able – that would be good enough for me.. But to say they're responsible until they change their mind just is not!!

Im 62 years old, worked for GM 36 years, basically my whole working life, Im to old to start over. Ive counted on this pension,, and until someone really does "ASSUME LIABILITY",, Im holding the old GM (Motors Liquidation Co.) the ones that promised me, responsible....

Thanks for reading this.....

Note,, the original amount I had Ask for has dropped and continues to be less every day as I receive my temporary pension benefits.



Stephan THEIS
2032 Watkins Lk Rd
Waterford Michigan
48328

Exhibit 2

01990587
APS0614126013



UNITED STATES BANKRUPTCY COURT FOR THE SOUTHERN DISTRICT OF NEW YORK		PROOF OF CLAIM
Name of Debtor (Check Only One) <input checked="" type="checkbox"/> Motors Liquidation Company (f/k/a General Motors Corporation) <input type="checkbox"/> MLCS, LLC (f/k/a Saturn, LLC) <input type="checkbox"/> MLCS Distribution Corporation (f/k/a Saturn Distribution Corporation) <input type="checkbox"/> MLC of Harlem, Inc (f/k/a Chevrolet-Saturn of Harlem, Inc)	Case No 09-50026 (REG) 09-50027 (REG) 09-50028 (REG) 09-13558 (REG)	<p style="text-align: center;">Your Claim is Scheduled As Follows.</p> <div style="text-align: center; border: 2px solid black; border-radius: 50%; width: 100px; height: 100px; margin: 0 auto; display: flex; align-items: center; justify-content: center;"> <div style="writing-mode: vertical-rl; transform: rotate(180deg); font-size: 8px;">THE GARDEN CITY GROUP, INC.</div> <div style="font-size: 12px; margin: 0 10px;">NOV 30 2009</div> </div> <p style="font-size: 8px; margin-top: 10px;">If an amount is identified above you have a claim scheduled by one of the Debtors as shown. (This scheduled amount of your claim may be an amendment to a previously scheduled amount.) If you agree with the amount and priority of your claim as scheduled by the Debtor and you have no other claim against the Debtor you do not need to file this proof of claim form EXCEPT AS FOLLOWS. If the amount shown is listed as DISPUTED UNLIQUIDATED or CONTINGENT a proof of claim MUST be filed in order to receive any distribution in respect of your claim. If you have already filed a proof of claim in accordance with the attached instructions you need not file again.</p>
Name of Creditor (the person or other entity to whom the debtor owes money or property) TIBBS SARLOWER OLIVIER	<input type="checkbox"/> Check this box to indicate that this claim amends a previously filed claim Court Claim Number _____ (If known) Filed on _____	
Name and address where notices should be sent TIBBS SARLOWER OLIVIER PO BOX 531282 GRAND PRAIRIE TX 75053-1282	<input type="checkbox"/> Check this 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 this box if you are the debtor or trustee in this case	
Name and address where payment should be sent (if different from above) <div style="text-align: center;"> FILED - 64968 MOTORS LIQUIDATION COMPANY F/K/A GENERAL MOTORS CORP SDNY # 09-50026 (REG) </div>	Telephone number _____ Email Address _____	
1 Amount of Claim as of Date Case Filed, June 1, 2009 \$ _____ If all or part of your claim is secured, complete item 4 below however if all of your claim is unsecured, do not complete item 4. If all or part of your claim is entitled to priority complete item 5. If all or part of your claim is asserted pursuant to 11 U.S.C. § 503(b)(9) complete item 5. <input checked="" type="checkbox"/> Check this box if claim includes interest or other charges in addition to the principal amount of claim. Attach itemized statement of interest or charges.		5 Amount of Claim Entitled to Priority under 11 U.S.C. § 507(a) If any portion of your claim falls in one of the following categories, check the box and state the amount. Specify the priority of the claim: <input type="checkbox"/> Domestic support obligations under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B) <input type="checkbox"/> Wages, salaries or commissions (up to \$10,950*) earned within 180 days before filing of the bankruptcy petition or cessation of the debtor's business, whichever is earlier - 11 U.S.C. § 507(a)(4) <input type="checkbox"/> Contributions to an employee benefit plan - 11 U.S.C. § 507(a)(5) <input checked="" type="checkbox"/> Up to \$2,425* of deposits toward purchase lease or rental of property or services for personal family or household use - 11 U.S.C. § 507(a)(7) <input checked="" type="checkbox"/> Taxes or penalties owed to governmental units - 11 U.S.C. § 507(a)(8) <input type="checkbox"/> Value of goods received by the Debtor within 20 days before the date of commencement of the case - 11 U.S.C. § 503(b)(9) (§ 507(a)(2)) <input checked="" type="checkbox"/> Other - Specify applicable paragraph of 11 U.S.C. § 507(a)() <div style="text-align: right; margin-top: 5px;"> Amount entitled to priority \$20,634.60 </div> <p style="font-size: 8px; margin-top: 5px;">*Amounts are subject to adjustment on 4/1/10 and every 3 years thereafter with respect to cases commenced on or after the date of adjustment.</p>
2 Basis for Claim _____ (See instruction #2 on reverse side)	3 Last four digits of any number by which creditor identifies debtor <u>3819</u>	
3a Debtor may have scheduled account as _____ (See instruction #3a on reverse side)	4 Secured Claim (See instruction #4 on reverse side.) Check the appropriate box if your claim is secured by a lien on property or a right of setoff and provide the requested information. Nature of property or right of setoff: <input checked="" type="checkbox"/> Real Estate <input type="checkbox"/> Motor Vehicle <input checked="" type="checkbox"/> Equipment <input checked="" type="checkbox"/> Other Describe: _____ Value of Property \$ _____ Annual Interest Rate % _____ Amount of arrearage and other charges as of time case filed included in secured claim, if any \$ _____ Basis for perfection _____ Amount of Secured Claim \$ <u>15,000.00</u> Amount Unsecured \$ <u>15,587</u>	
6 Credits The amount of all payments on this claim has been credited for the purpose of making this proof of claim. 7 Documents Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements or running accounts, contracts, judgments, mortgages and security agreements. You may also attach a summary. Attach redacted copies of documents providing evidence of perfection of a security interest. You may also attach a summary. (See instruction 7 and definition of redacted on reverse side.) DO NOT SEND ORIGINAL DOCUMENTS. ATTACHED DOCUMENTS MAY BE DESTROYED AFTER SCANNING. If the documents are not available, please explain in an attachment.		
Date <u>11, 20 09</u>	Signature: The person filing this claim must sign it. Sign and print name and title if any of the creditor or other person authorized to file this claim and state address and telephone number if different from the notice address above. Attach copy of power of attorney if any. 	FOR COURT USE ONLY

INSTRUCTIONS FOR PROOF OF CLAIM FORM

The instructions and definitions below are general explanations of the law. In certain circumstances, such as bankruptcy cases not filed voluntarily by the debtor, there may be exceptions to these general rules. The attorneys for the Debtors and their court-appointed claims agent, The Garden City Group Inc., are not authorized and are not providing you with any legal advice.

A SEPARATE PROOF OF CLAIM FORM MUST BE FILED AGAINST EACH DEBTOR

PLEASE SEND YOUR ORIGINAL COMPLETED CLAIM FORM AS FOLLOWS: **IF BY MAIL**, THE GARDEN CITY GROUP INC. ATTN: MOTORS LIQUIDATION COMPANY CLAIMS PROCESSING, P.O. BOX 9386, DUBLIN, OH 43017-4286; **IF BY HAND OR OVERNIGHT COURIER**, THE GARDEN CITY GROUP INC., ATTN: MOTORS LIQUIDATION COMPANY CLAIMS PROCESSING, 5151 BLAZER PARKWAY SUITE A, DUBLIN, OH 43017. PROOFS OF CLAIM MAY ALSO BE HAND DELIVERED TO THE UNITED STATES BANKRUPTCY COURT, SDNY ONE BOWLING GREEN, ROOM 534, NEW YORK, NEW YORK 10004. ANY PROOF OF CLAIM SUBMITTED BY FACSIMILE OR E-MAIL WILL NOT BE ACCEPTED.

THE GENERAL AND GOVERNMENTAL BAR DATE IS NOVEMBER 30, 2009 AT 5:00 P.M. (PREVAILING EASTERN TIME)

Court, Name of Debtor, and Case Number

These Chapter 11 cases were commenced in the United States Bankruptcy Court for the Southern District of New York on June 1, 2009. You should select the debtor against which you are asserting your claim.

A SEPARATE PROOF OF CLAIM FORM MUST BE FILED AGAINST EACH DEBTOR

Creditor's Name and Address

Fill in the name of the person or entity asserting a claim and the name and address of the person who should receive notices issued during the bankruptcy case. Please provide us with a valid email address. A separate space is provided for the payment address if it differs from the notice address. The creditor has a continuing obligation to keep the court informed of its current address. See Federal Rule of Bankruptcy Procedure (FRBP) 2002(g).

1 Amount of Claim as of Date Case Filed

State the total amount owed to the creditor on the date of the bankruptcy filing. Follow the instructions concerning whether to complete items 4 and 5. Check the box if interest or other charges are included in the claim.

2 Basis for Claim

State the type of debt or how it was incurred. Examples include goods sold, money loaned, services performed, personal injury/wrongful death, car loan, mortgage note, and credit card. If the claim is based on the delivery of health care goods or services, limit the disclosure of the goods or services so as to avoid embarrassment or the disclosure of confidential health care information. You may be required to provide additional disclosure if the debtor, trustee, or another party in interest files an objection to your claim.

3 Last Four Digits of Any Number by Which Creditor Identifies Debtor

State only the last four digits of the debtor's account or other number used by the creditor to identify the debtor, if any.

3a Debtor May Have Scheduled Account As

Use this space to report a change in the creditor's name, a transferred claim, or any other information that clarifies a difference between this proof of claim and the claim as scheduled by the debtor.

4 Secured Claim

Check the appropriate box and provide the requested information if the claim is fully or partially secured. Skip this section if the claim is entirely unsecured. (See DEFINITIONS, below.) State the type and the value of property that secures the claim, attach copies of lien documentation, and state annual interest rate and the amount past due on the claim as of the date of the bankruptcy filing.

5 Amount of Claim Entitled to Priority Under 11 U.S.C. § 507(a)

If any portion of your claim falls in one or more of the listed categories, check the appropriate box(es) and state the amount entitled to priority. (See DEFINITIONS, below.) A claim may be partly priority and partly non-priority. For example, in some of the categories, the law limits the amount entitled to priority.

For claims pursuant to 11 U.S.C. § 503(b)(9), indicate the amount of your claim arising from the value of any goods received by the debtor within 20 days before June 1, 2009, the date of commencement of these cases. (See DEFINITIONS, below.) Attach documentation supporting such claim.

6 Credits

An authorized signature on this proof of claim serves as an acknowledgment that when calculating the amount of the claim, the creditor gave the Debtor credit for any payments received toward the debt.

7 Documents

Attach to this proof of claim form redacted copies documenting the existence of the debt and of any lien securing the debt. You may also attach a summary. You must also attach copies of documents that evidence perfection of any security interest. You may also attach a summary FRBP 3001(c) and (d). If the claim is based on the delivery of health care goods or services, see instruction 2. Do not send original documents, as attachments may be destroyed after scanning.

Date and Signature

The person filing this proof of claim must sign and date it. FRBP 9011. If the claim is filed electronically, FRBP 5005(a)(2) authorizes courts to establish local rules specifying what constitutes a signature. Print the name and title, if any, of the creditor or other person authorized to file this claim. State the filer's address and telephone number if it differs from the address given on the top of the form for purposes of receiving notices. Attach a complete copy of any power of attorney. Criminal penalties apply for making a false statement on a proof of claim.

DEFINITIONS

INFORMATION

Debtor

A debtor is the person, corporation, or other entity that has filed a bankruptcy case. The Debtors in these Chapter 11 cases are:

- Motors Liquidation Company (f/k/a General Motors Corporation) 09-50026 (RLG)
- MLCS LLC (f/k/a Saturn LLC) 09-50027 (RFG)
- MLCS Distribution Corporation (f/k/a Saturn Distribution Corporation) 09-50028 (RFG)
- MLC of Harlem, Inc. (f/k/a Chevrolet-Saturn of Harlem, Inc.) 09-13558 (RLG)

Creditor

A creditor is the person, corporation, or other entity owed a debt by the debtor on the date of the bankruptcy filing.

Claim

A claim is the creditor's right to receive payment on a debt that was owed by the Debtor on the date of the bankruptcy filing. See 11 U.S.C. § 101(5). A claim may be secured or unsecured.

Proof of Claim

A proof of claim is a form used by the creditor to indicate the amount of the debt owed by the debtor on the date of the bankruptcy filing. The creditor must file the form with The Garden City Group Inc., as described in the instructions above, and in the Bar Date Notice.

Secured Claim Under 11 U.S.C. § 506(a)

A secured claim is one backed by a lien on property of the debtor. The claim is secured so long as the creditor has the right to be

paid from the property prior to other creditors. The amount of the secured claim cannot exceed the value of the property. Any amount owed to the creditor in excess of the value of the property is an unsecured claim. Examples of liens on property include a mortgage on real estate or a security interest in a car. A lien may be voluntarily granted by a debtor or may be obtained through a court proceeding. In some states, a court judgment is a lien. A claim also may be secured if the creditor owes the debtor money (has a right to setoff).

Section 503(b)(9) Claim

A Section 503(b)(9) claim is a claim for the value of any goods received by the debtor within 20 days before the date of commencement of a bankruptcy case in which the goods have been sold to the debtor in the ordinary course of such debtor's business.

Unsecured Claim

An unsecured claim is one that does not meet the requirements of a secured claim. A claim may be partly unsecured if the amount of the claim exceeds the value of the property on which the creditor has a lien.

Claim Entitled to Priority Under 11 U.S.C. § 507(a)

Priority claims are certain categories of unsecured claims that are paid from the available money or property in a bankruptcy case before other unsecured claims.

Redacted

A document has been redacted when the person filing it has masked, edited out, or otherwise deleted certain information. A creditor should redact and use only the last four digits of any social-security, individual's

tax-identification, or financial-account number, all but the initials of a minor's name, and only the year of any person's date of birth.

Evidence of Perfection

Evidence of perfection may include a mortgage lien certificate of title, financing statement, or other document showing that the lien has been filed or recorded.

Acknowledgment of Filing of Claim

To receive acknowledgment of your filing from The Garden City Group Inc., please provide a self-addressed, stamped envelope and a copy of this proof of claim when you submit the original claim to The Garden City Group Inc.

Offers to Purchase a Claim

Certain entities are in the business of purchasing claims for an amount less than the face value of the claims. One or more of these entities may contact the creditor and offer to purchase the claim. Some of the written communications from these entities may easily be confused with official court documentation or communications from the debtor. These entities do not represent the bankruptcy court or the debtor. The creditor has no obligation to sell its claim. However, if the creditor decides to sell its claim, any transfer of such claim is subject to FRBP 3001(e) and any applicable provisions of the Bankruptcy Code (11 U.S.C. § 101 et seq.) and any applicable orders of the bankruptcy court.

Additional Information

If you have any questions with respect to this claim form, please contact Alix Partners at 1 (800) 414-9607 or by e-mail at claims@motorsliquidation.com.

SARLOWER TIBBS

P o Box 531282 Grand Prairie, TX
75053
Phone (817) 358-1767
Cell (817) 449 4392
Sweetio42@yahoo.com

November 24, 2009

Recipient Name MOTORS LIQUIDATION COMPANY (f/ k/ a/ General Motors Corporation)
Case No 09-50026 (REG)

Dear, United State Bankruptcy Court for the Southern District Of New York,

I am writing this letter in good faith that you read and understand what has happen in my life for the last two and a half years First, I started working for General Motors in February of 1994 at the Shreveport Trucking plant I was there for five years and I decide to transfer to Arlington, TX, to the General Motors Assembly plant in May of 2000 I worked there until General Motors offered the buy out in July 2006 I actually left the company knowing that I have did more then ten year with the company And the buy out stated that if you have more then 10 yrs with the company you will get \$140,000 00

Well that did not happen for me they only gave me \$70,000 00 Because GM stated that, I did not have my 10yrs in with the company After talking to my benefit representative at the plant before, I took the buy out to make sure that I had my 10yrs She stated that I did so I went on and signed the paper knowing, that I had my 10yrs in with the company so when I receive \$70,000 00 I actually thought that GM was going to send me another check for \$70,000 00 but after I called the plant back they told me that they didn't owe me any more money and that I did not have my 10yrs in with the company So that when I went to talk to the UAW about this and the agreement that I wanted to come back to work and pay the money back . The UAW said that its was ok and that they would talk to management to let them know that I was going to make the payment back to GM, so I can get back to work but management told them that they wanted all the money back at one time

So that's when I file a grievance and I never heard anything about it until April 2008 stating that I need to contact them immediately upon receipt of this letter regarding the buy-out that I took from General Motors I left the company in July 2006 thinking that I was going to get \$140,000 00 for my 10yrs but I didn't to get it I but only receive \$70,000 00 after taxes only got \$43,000 00 so I lost medical benefits, dental and all other that was due to me with the two and a half years

I suffered a big lost from a mistake that GM made I had to move in with my daughter I wanted to help with her bills, so I thought that I could draw my unemployment benefits being that it was GM mistake , because at the time the contract should have been void it was there mistake and that I should have able to come back to work Instead, I had to suffer and lose everything because they did not send me the money owed to me back in December 2008 Which that did not include any of my medical bills that I have accumulated over the two and a half years, that I was off with no income they denied me for unemployment benefits

I lost my home that I was leasing I owe the IRS money and my credit failed due to my entire over due and delinquent bills To make a long story short , I just want what is due to me for the two and a half years that I had to suffer due to their mistake So with this letter I have add all the medical bills, agreements that I have with the companies that I owe within the two years, six months with interest 18%, also all of my employment benefits that I could have been receiving, but due to their mistake which should have been breach of contract in 2006 and I could have been back to work with General Motors I would like to receive my back pay of two and a half years of all hours, and over time hours worked If you have, any questions please feel free to contact me at (817)-358-1767 or (817)-449-4392 I would also like to include an alternate contact of Crystal Surry (my daughter) if you are unable to contact me on either of the phone, numbers above please contact Crystal at (682)-556-8919 Thank you for your efforts in resolving this matter that has caused my family hardship and me

Sincerely,
Sarlower Tibbs



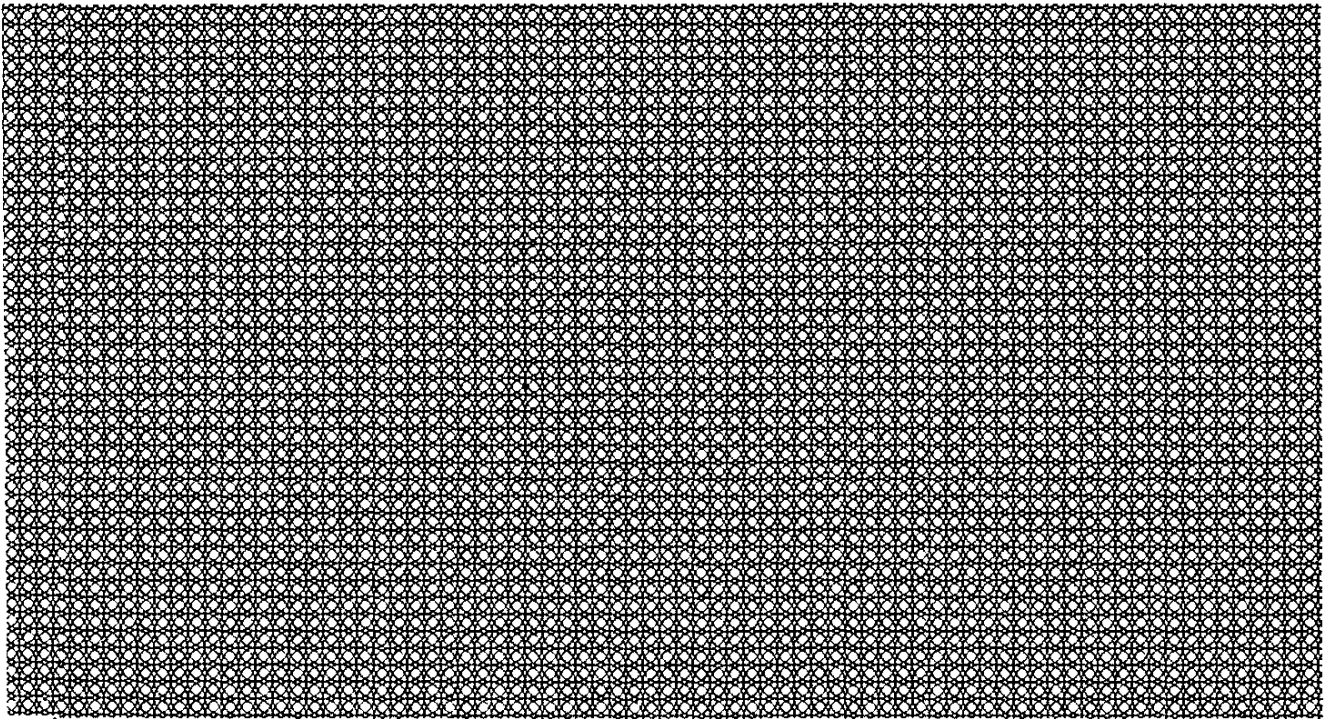
Will you please give me a call - 817-449-4392

Something I Did not understand. Thanks



GENERAL MOTORS
GM TRUCK GROUP
ARLINGTON PLANT
2525 EAST ABRAM STREET
ARLINGTON, TX 76010-1390

N000253 18008 43 1474617
18188 17 09A
SARLOWER O TIBBS
PO BOX 531282
GRAND PRAIRIE, TX 75053



TRUCK GROUP

NO	DATE	SECURITY	PLANT	DEPT	CLOCK	SHIFT	RATE	COLA	W4
1474617	10/23/2005	***-**-3819	000	17	18188	2	.26 680	1 16	S05

STATEMENT OF EARNINGS and DEDUCTIONS

DETACH AND RETAIN THIS RECORD

his pay includes a cost of living allowance based upon existing corporation policy, added to base rate and included in night shift, overtime, and other premium payments

The hours will be used in the calculation of credited service at year end.

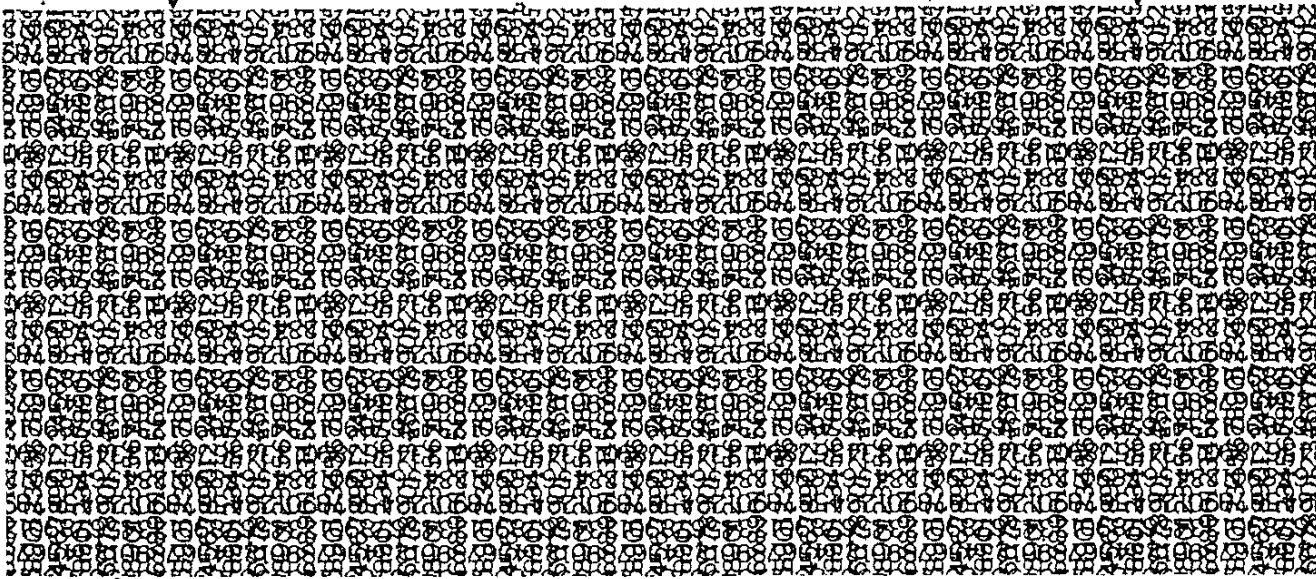
CURRENT PAY	HOURS	AMOUNT	DEDUCTIONS	AMOUNT	YEAR TO DATE	REMAINING BALANCE
STRAIGHT TIME	40.70	1133.09	FICA TAX SS	74.40	938.72	
OVERTIME PREM	35	9.74	FICA TAX HI	17.60	219.52	
SHIFT PREM	40.70	57.14	FEDERAL TAX	147.97	1523.94	
PSP PRE-TAX			UNION DUES	56.18	254.83	
GROSS PAY		1199.97	FICA RECOVERY	10.21		
YEAR TO DATE	483.40	14909.55	TOTAL DEDUCTS	296.16		
YTD INS II		9.50	NETPAY	903.81		
PSP PRE-TX YTD		230.96				
VACA ENT BAL	16.00					
VAC/WKS = 10						

\$29.84 a Hour

[Handwritten signature]

THANK YOU! CONTRIBUTIONS FROM GM EMPLOYEES TO THE 2005 CHARITABLE GIVING CAMPAIGN ONCE AGAIN PROVES THAT WE CAN DO IT TOGETHER

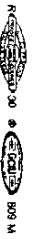
REMOVE DOCUMENT ALONG THIS PERFORATION



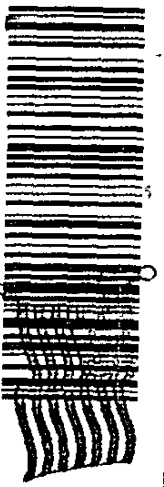
Check 8140 OF have much I was making. Before I took the Buy-out - \$2984



2505 W. E Roberts Street
Grand Prairie, Texas 75051



CERTIFIED MAIL



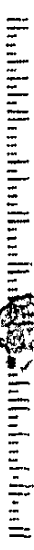
7001 0320 0003 1514 9080

U.S. POSTAGE P83526052
1180 23826 04.750 MAR 04 2008
0995 MAILED FROM ZIP CODE 75051



Sarlower O. Tibbs
P. O. Box 531282
Grand Prairie, TX 75053-1282

75053-1282



1282
Post Notice
Post Notice

This the letter UAW, General Motors
About the Big cut.

Sarlower O Tibbs



2505 W E Roberts Street • Grand Prairie, Texas 75051-1025
Metro 972-647-1282 • Fax 972-602-0553
(BUILDING AUTOS IN ARLINGTON SINCE 1954)
www.uaw276tx.org



President
Enrique Flores, Jr

Chairperson Shop Committee
Dwayne Humphries

CERTIFIED MAIL NO 7001 0320 0003 1514 9080
RETURN RECEIPT REQUESTED

March 4, 2004

Sarlower O Tibbs
P O Box 531282
Grand Prairie, TX 75053-1282

RE Buy-Out at General Motors

Dear Ms Tibbs

It is requested that you contact me immediately upon receipt of this letter regarding the buy-out you took from General Motors

Please call me immediately at 817-652-2491

Sincerely,

DWAYNE HUMPHRIES
SHOP CHAIRMAN

DH/kjropeu277af1c10

UNITED STATES TAX COURT

SARLOWER O. TIBBS,

Petitioner,

v.

COMMISSIONER OF INTERNAL REVENUE,

Respondent.

Docket No: 25895-08

DECISION

Pursuant to the agreement of the parties in this case, it is

ORDERED AND DECIDED: That there are deficiencies in income taxes and penalties due from the petitioner as follows:

Deficiencies

<u>Tax Year</u>	<u>Income Tax</u>	<u>Penalty §6662(a)</u>
2006	\$3,789.00	\$688.20
2007	\$4,452.00	\$890.40

Judge.

Entered:

* * * * *

Sarlower O Tibbs

Docket No. 25895-08

- 2 -

It is hereby stipulated that the Court may enter the foregoing decision in this case.

It is further stipulated that interest will be assessed as provided by law on the deficiencies and penalties due from petitioner.

It is further stipulated that, effective upon the entry of this decision by the Court, petitioner waives the restrictions contained in I.R.C. §6213(a) prohibiting assessment and collection of the deficiencies and penalties (plus statutory interest) until the decision of the Tax Court becomes final.

WILLIAM J. WILKINS
Chief Counsel
Internal Revenue Service

William J. Tibbs
SARZOWER O. TIBBS

Po Box 531282
Grand Prairie TX 75053 02-4720 49-9165

By: _____

CINDY L. WOFFORD
Senior Attorney
(SB/SE, Dallas)
Tax Court Bar No. PC0275
4050 Alpha Road
13th Floor
MC 2000 NDAL
Dallas, TX 75244-4203
Telephone: (972)308-7900

Date: 8-20-09

Date: _____



TEXAS ASSOCIATION OF REALTORS®
ITEMIZATION OF SECURITY DEPOSIT

USE OF THIS FORM BY PERSONS WHO ARE NOT MEMBERS OF THE TEXAS ASSOCIATION OF REALTORS® IS NOT AUTHORIZED
©Texas Association of REALTORS®, Inc. 2007

To Antoinette Wilson, & Sarlower Ross Surry (Tenant(s))
No forwarding address provided (Forwarding Address)

Re Lease concerning the Property at 7223 Jurassic, Arlington, TX 76002

Move-Out Date August 29, 2007

Total amount of Security Deposit tendered by Tenant, including any refundable pet deposit: \$ 1,000.00

The following deductions were made to the security deposit

- (1) Damages to the Property, beyond wear and tear (describe) _____
\$ _____
- (2) Costs for which Tenant is responsible to clean, deodorize,
 exterminate, or maintain the Property \$ 250.00
- (3) Unpaid or accelerated rent for the following period(s). July-February
\$ 9,560.00
- (4) Unpaid late charges for the following month(s). _____
\$ _____
- (5) Costs of reletting (as defined in Paragraph 27 of lease), if Tenant is in default
\$ 1,195.00
- (6) Unpaid utilities (describe) _____
\$ _____
- (7) Unpaid pet charges (describe) _____
\$ _____
- (8) Costs to replace unreturned keys, garage door openers, security devices, other components _____
\$ _____
- (9) Cost to remove unauthorized locks or fixtures installed by Tenant (describe) _____
\$ _____
- (10) Landlord's cost to access the Property because Property was made inaccessible by Tenant
\$ _____

Itemization of Security Deposit 7223 Jurassic

- (11) Cost to replace missing or burned-out light bulbs and fluorescent tubes in the following rooms _____ \$ _____
 - (12) Cost to pack, remove, and store the following abandoned property _____
_____ \$ _____
 - (13) Cost to remove the following abandoned or illegally parked vehicles _____
_____ \$ _____
 - (14) Attorney's fees, costs of court, costs of service, and other costs incurred in a legal proceeding against Tenant (*describe proceeding*).
_____ \$ 57.00
 - (15) Mailing costs associated with sending notices to Tenant for the following violations of the lease _____ \$ _____
 - (16) Other _____ \$ _____
- Balance of Security Deposit after Deductions** \$ (10,062.00)

Amount Tendered or Owed

- A Enclosed is a check in the amount of \$ _____ which represents the balance of the security deposit you tendered under the above-referenced lease
- B The deductions exceed the security deposit tendered Landlord hereby demands payment of the excess in accordance with Paragraph 10 of the lease, Tenant must pay the excess within 10 days after Tenant receives this notice to the following address _____

Failure to pay the excess may expose Tenant to additional costs and liability such as collection costs, court costs, and attorney's fees

Landlord _____ Date _____

Or signed for Landlord under written property management agreement or power of attorney
By Stella Louk Beech 11/16/07
Date

Printed Name STELLA LOUK BEECH
Firm Name Specialized Property Management, Inc.

Means of Delivery	
<input type="checkbox"/> Regular US Mail	<input type="checkbox"/> Certified Mail, Return Receipt Requested No _____
<input type="checkbox"/> Hand delivered to _____	on _____
by _____	
<input type="checkbox"/> Other _____	

Classic PROPERTY MANAGEMENT

**NOTICE TO VACATE FOR
NON-PAYMENT OF RENT OR OTHER SUMS**

September 7, 2006

Sarlower Ross
1408 Dundee
Arlington, TX 76002

Handwritten notes:
Class
Judicial
Name
Judicial
eviction

Re Notice to vacate for non-payment of rent or other sums TAA Lease Contract dated 03/25/06 between residents named above and Classic Property Management

Dear Sarlower Ross,

609-

Because you have not paid rent or other sums due under the lease on your dwelling unit, your rights of occupancy and possession are hereby terminated under the provisions of your lease. You are still liable for rent and other charges you may owe under the TAA Lease Contract.

Demand for possession is hereby made. You are hereby given notice to vacate the dwelling on or before midnight, the 12th day of September 2006 which is at least one day from the delivery of the notice as noted below (four days if the notice was mailed). Your failure to move out then will result in appropriate legal action before the Justice of the Peace. Delay or postponement of such action shall not constitute waiver.

September 7, 2006

Date notice was given by the method checked below

BRM
Signature of owner's representative

The notice was (check at least one)

- Sent by regular mail,
- Sent by certified mail, return receipt requested

cc File/Accounting



AMERIPATH DALLAS AP
PO BOX 830913
BIRMINGHAM, AL 35283-0913

TEMP RETURN SERVICE REQUESTED



PAGE: 1 of 1

PATIENT SARLOWER O TIBBS
FOR BILLING INQUIRIES, PLEASE CALL
TOLL FREE 800-890-6220
LOCAL 972-385-4900

ADDRESSEE - DESTINARIO

SARLOWER O TIBBS
P O BOX 531282
GRAND PRAIRIE, TX 75053-1282

46

SI PAGA POR MASTERCARD DISCOVER VISA O AMERICAN EXPRESS LEYENDA: MASTERCARD DISCOVER VISA AMERICAN EXPRESS

CHECK CARD USING FOR PAYMENT

CARD HOLDER NAME NOMBRE DEL TITULAR

CARD NUMBER NUMERO DE TARJETA

SIGNATURE FIRMA

STATEMENT DATE FECHA DE FACTURACION 12/31/07

PAY THIS AMOUNT PAGAR ESTA CANTIDAD \$240.00

ACCT # NUMERO DE CUENTA 70AV 1435366

*CID - Card ID Number See reverse of card next to signature

SHOW AMOUNT PAID HERE \$

MAKE CHECKS PAYABLE TO/REMIT TO

AMERIPATH DALLAS AP
DFW 5 01(A) CORP
PO BOX 844810
DALLAS, TX 75284-4810

- Please check box if above address is incorrect or insurance information has changed and indicate change(s) on reverse side
- Por favor marque la casilla si la direccion o informacion de seguro ha cambiado y indique los cambios en el reverso la pagina

STATEMENT

34316-70AV*T91126YB6010001
PLEASE DETACH AND RETURN TOP PORTION WITH YOUR PAYMENT
POR FAVOR INCLUYA ESTA PORCION CON SU PAGO

DATE	DESCRIPTION	CPT CODE	UNITS	ACTIVITY	PENDING INSURANCE	PATIENT BALANCE
INVOICE#:	861964					
REFERRING	KAMRAN MD, HAMID					
06/14/07	SURGICAL PATHOLOGY	88305	1	240.00		
07/27/07	UNITED HEALTHCARE PAYMENT			0 00		
	CONTRACTUAL ADJUST			0 00CR		
	INVOICE BALANCE					240.00
	NON-COVERED CHARGE(S)					

Thank you for using our services. This statement is for Pathology services requested by your physician and billed separately from his/her charges. If you have insurance that will cover these services, please fill out the information and return to our office. Thank you.

FED'L EMPL ID 75-2722708
PATIENT SARLOWER O TIBBS
ACCT # 70AV 1435366

DUE FROM PATIENT
▶▶▶▶ \$240.00

PAYMENT DUE BY 01/20/2008

AMERIPATH DALLAS AP
DFW 5 01(A) CORP
PO BOX 844810
DALLAS, TX 75284-4810

FOR BILLING INQUIRIES, PLEASE CALL
TOLL FREE 800-890-6220
LOCAL 972-385-4900

046708 0006232
 CLINICAL NEUROSCIENCE PA SLEEP
 1441 N BECKLEY 5TH FL
 DALLAS TX 75203

STATEMENT

8558b
 B5392
 TH27
 BNS 003
 7494 L

RETURN SERVICE REQUESTED

AMOUNT	CREDIT CARD PAYMENT
CREDIT CARD	Exp Date /
CARD NUMBER	Security Code
CARDHOLDER NAME	
SIGNATURE	



0046708 0001/0001 00000 12262007

SARLOWER O TIBBS
 P O BOX 531282
 GRAND PRAIRIE, TX 75053-1282

REMIT TO

CLINICAL NEUROSCIENCE PA SLEEP
 1441 N BECKLEY 5TH FL
 DALLAS, TX 75203-1201



PLEASE RETURN THIS PORTION WITH PAYMENT

Office Phone Number (214) 943-9300	Statement Date 12/26/07	Your Account Number 0006232	Page No 01	Patent Balance 429.30	SHOW AMOUNT PAID HERE \$
---------------------------------------	----------------------------	--------------------------------	---------------	--------------------------	--------------------------

CHARGES APPEARING ON THIS STATEMENT ARE NOT INCLUDED ON ANY HOSPITAL BILL OR STATEMENT

DATE	PROVIDER NAME	EXPLANATION OF ACTIVITY	PATIENT NAME	CHARGES AND DEBITS	PAYMENTS AND CREDITS	BALANCE
02707		BALANCE FORWARD				429.30

Balance Past Due
 • Please pay this bill today
 • We accept Visa/MasterCard
 • Call if you have questions

Statement Date	12/26/07	PLEASE INDICATE YOUR ACCOUNT NUMBER WHEN CALLING OUR OFFICE	0006232			
CURRENT	30-60 DAYS	60-90 DAYS	> 90 DAYS	TOTAL	INS PENDING	PATIENT BALANCE PAY THIS AMOUNT
			429.30	429.30	0.00	429.30

END INQUIRIES / PAYMENTS TO
 CLINICAL NEUROSCIENCE PA SLEEP (214) 943-9300
 1441 N BECKLEY 5TH FL
 DALLAS TX 75203-1201
 IRS #: 752556421

ANESTHESIA CONSULTANTS OF DALLAS
 LOCK BOX 911589
 DALLAS, TX 75391-0000

33091

CHECK CARD USING FOR PAYMENT		
<input type="checkbox"/> MASTERCARD	<input type="checkbox"/> DISCOVER	<input type="checkbox"/> VISA
CARD NUMBER		SIGNATURE CODE
SIGNATURE		EXP DATE
STATEMENT DATE	PAY THIS AMOUNT	ACCT #
12/27/2007	262.20	A24645
MINIMUM PAYMENT DUE 262.20		SHOW AMOUNT PAID HERE \$



0101

RETURN SERVICE REQUESTED

FOR BILLING INQUIRIES CALL (214) 522-7277
 8 30 AM TO 4 30 PM
 PAGE 1 of 1

SARLOWER TIBBS
 PO BOX 531282
 GRAND PRAIRIE, TX 75053-1282

ANESTHESIA CONSULTANTS OF DALLA
 LOCK BOX 911589
 DALLAS, TX 75391-1589

Please check box if address is incorrect or insurance information has changed and indicate change(s) on reverse side

33091 *T9F0M3M99000444

PLEASE DETACH AND RETURN TOP PORTION WITH YOUR PAYMENT

STATEMENT

300002A



File Number: 205952595
Page: 1 of 6
Date Issued: 09/25/2009

TransUnion.

Personal Information

Name: SARLOWER O ROSS

SSN: XXX-XX 3819
Date of Birth: 02/1965
Telephone: 510-3165
Your SSN is partially masked for your protection

Other Names: TIBBS, SARLOWER, O
OTIBBS, SARLOWER
SURRY, SARLOWER

You have been on our files since 11/1988

CURRENT ADDRESS

Address: 1408 DUNDEE DR
ARLINGTON, TX 76002
Date Reported: 11/2006

PREVIOUS ADDRESS

Address: 1312 2401 LAURELWOOD DR APT,
ARLINGTON, TX 76010
Date Reported: 10/2006
Address: 2300 HENDERSON DR 622,
ARLINGTON, TX 76010

EMPLOYMENT DATA REPORTED

Employer Name: SARLOWER ROSS
Date Verified: 08/2009

Position: CHILD CARE PROVIDER
Hired:

Employer Name: GENERAL MOTORS
Date Reported: 09/2002

Position:
Hired:

Employer Name: GM PLANT
Date Reported: 10/1998

Position:
Hired:

Special Notes: Your Social Security number has been masked for your protection. You may request disclosure of the full number by writing to us at the address found at the end of this report. Also, if any item on your credit report begins with MED1, it includes medical information and the data following MED1 is not displayed to anyone but you except where permitted by law.

Public Records

The following items obtained from public records appear on your report. You may be required to explain public record items to potential creditors. Any bankruptcy information will remain on your report for 10 years from the date of the filing. Unpaid tax liens may generally be reported for an indefinite period of time, depending on your state of residence. Paid tax liens may be reported for 7 years from date of payment. All other public record information, including discharged Chapter 13 bankruptcy, remains for up to 7 years.

TARRANT JP CT 7 MANSFIEL Docket #: F00043320

1100 E BROAD ST
202
MANSFIELD, TX 76063
(817) 531-5627
Type: CIVIL JUDGMENT
Court Type: CIRCUIT COURT
Estimated date that this item will be removed: 03/2014

Date Filed: 04/2007
Responsibility: INDIVIDUAL DEBT
Plaintiff: CLASSIC PROPERTY MGMT
Amount: \$4,512

TARRANT JP CT 7 MANSFIEL Docket #: F00041548

1100 E BROAD ST
202
MANSFIELD, TX 76063
(817) 531-5627
Type: CIVIL JUDGMENT
Court Type: CIRCUIT COURT
Estimated date that this item will be removed: 09/2013

Date Filed: 10/2006
Responsibility: INDIVIDUAL DEBT
Plaintiff: CLASSIC PROPERTY MANAG
Amount: \$1,898



File Number: 205952595
 Page: 1 of 7
 Date Issued: 09/25/2009

TransUnion.

Personal Information

Name: SARLOWER O TIBBS

SSN: XXX XX-3819
 Date of Birth: 02/1965
 Telephone: 597 6674
 Your SSN is partially masked for your protection

You have been on our files since 11/2006

CURRENT ADDRESS

Address: 1408 DUNDEE DR
 ARLINGTON, TX 76002
 Date Reported: 01/2007

PREVIOUS ADDRESS

Address: 531282 PO BOX 531282,
 GRAND PRAIRIE, TX 75053
 Date Reported: 12/2006
 Address: 2401 LAURELWOOD DR 1312
 ARLINGTON, TX 76010

EMPLOYMENT DATA REPORTED

Employer Name: GENERAL MOTORS
 Date Verified: 05/2009

Position:
 Hired:

Special Notes: Your Social Security number has been masked for your protection. You may request disclosure of the full number by writing to us at the address listed at the end of this report. Also, if any item on your credit report begins with 'MED1', it includes medical information and the data following 'MED1' is not shared with anyone but you except where permitted by law.

Account Information

A key to the right helps explain the payment history information obtained in some of the accounts below. Not all accounts will contain payment history information, but some creditors report how you make payments each month in relation to your agreement with them.

N/A	X	OK	30	60	90	120
Not Applicable	Unknown	Current	30 days late	60 days late	90 days late	120 days late

Adverse Accounts

The following accounts contain information which some creditors may consider to be adverse. Adverse account information may generally be reported for 7 years from the date of the first delinquency, depending on your state of residence. The adverse information in these accounts has been printed in brackets or is shaded for your convenience, to help you understand your report. They are not bracketed or shaded this way for creditors. (Note: The account # may be changed by the creditor for your protection.)

ALLIANCEONE INC #15617213

850 E STREET RD
 SUITE 300
 REVOSE, PA 19053
 (377) 480-5110

Balance: \$1,378
 Date Updated: 07/2009
 Original Amount: \$1,378
 Original Creditor: STREAM ENERGY
 Past Due: \$1,378

Pay Status: >COLLECTION ACCOUNT<
 Account Type: OPEN ACCOUNT
 Responsibility: INDIVIDUAL ACCOUNT

Account Type: COLLECTION AGENCY/ATTORNEY
 Remarks: >PLACED FOR COLLECTION<
 Date placed for collection: 03/2008
 Estimated date that this item will be removed: 03/2014

Consumer Credit Report for SARLOWER O ROSS

File Number: 205952595
Page: 4 of 6
Date Issued: 09/25/2009

WEST ASSET MGMT #6354090

2703 N HIGHWAY 75
SHERMAN, TX 75090
(877) 411-7197

Balance: \$50
Date Updated: 09/2008
Original Amount: \$50
Original Creditor: MED1 02 MEDICAL CENTER OF ARLINGTON
Past Due: >\$50<

Pay Status: >COLLECTION ACCOUNT<
Account Type: OPEN ACCOUNT
Responsibility: INDIVIDUAL ACCOUNT

Loan Type: COLLECTION AGENCY/ATTORNEY
Remarks: >PLACED FOR COLLECTION<
Date placed for collection: 08/2007
Estimated date that this item will be removed: 08/2013

Regular Inquiries

The following companies have received your credit report. Their inquiries remain on your credit report for two years.



Consumer Credit Report for SARLOWER O. TIBBS

File Number: 205952595
Page: 5 of 7
Date issued: 09/25/2009

TransUnion.

THE BUREAUS #414025444

1717 CENTRAL ST
EVANSTON, IL 60201 1507
(847) 328 4300 x12020

Loan Type: COLLECTION AGENCY/ATTORNEY
Remarks: >PLACED FOR COLLECTION<
Date placed for collection: 10/2004
Estimated date that this item will be removed: 10/2010

Balance: \$170
Date Updated: 08/2009
Original Amount: \$170
Original Creditor: 01 NATIONAL HOME BUYERS ALLIANCE
Past Due: >\$170<

Pay Status: >COLLECTION ACCOUNT<
Account Type: OPEN ACCOUNT
Responsibility: INDIVIDUAL ACCOUNT

WEST ASSET MGMT #8241637

2703 N HIGHWAY 75
SHERMAN, TX 75090
(877) 411-7197

Loan Type: COLLECTION AGENCY/ATTORNEY
Remarks: >PLACED FOR COLLECTION<
Date placed for collection: 06/2008
Estimated date that this item will be removed: 09/2014

Balance: \$101
Date Updated: 08/2008
Original Amount: \$101
Original Creditor: MED1 02 MEDICAL CENTER OF ARLINGTON
Past Due: >\$101<

Pay Status: >COLLECTION ACCOUNT<
Account Type: OPEN ACCOUNT
Responsibility: INDIVIDUAL ACCOUNT

WEST ASSET MGMT #7526621

2703 N HIGHWAY 75
SHERMAN, TX 75090
(877) 411 7197

Loan Type: COLLECTION AGENCY/ATTORNEY
Remarks: >PLACED FOR COLLECTION<
Date placed for collection: 03/2008
Estimated date that this item will be removed: 03/2014

Balance: \$118
Date Updated: 05/2008
Original Amount: \$118
Original Creditor: MED1 02 MEDICAL CENTER OF ARLINGTON
Past Due: >\$118<

Pay Status: >COLLECTION ACCOUNT<
Account Type: OPEN ACCOUNT
Responsibility: INDIVIDUAL ACCOUNT

WEST ASSET MGMT #7417056

2703 N HIGHWAY 75
SHERMAN, TX 75090
(877) 411-7197

Loan Type: COLLECTION AGENCY/ATTORNEY
Remarks: >PLACED FOR COLLECTION<
Date placed for collection: 02/2008
Estimated date that this item will be removed: 01/2014

Balance: \$386
Date Updated: 04/2008
Original Amount: \$386
Original Creditor: MED1 02 MEDICAL CENTER OF ARLINGTON
Past Due: >\$386<

Pay Status: >COLLECTION ACCOUNT<
Account Type: OPEN ACCOUNT
Responsibility: INDIVIDUAL ACCOUNT

WEST ASSET MGMT #4677337

2703 N HIGHWAY 75
SHERMAN, TX 75090
(877) 411-7197

Loan Type: COLLECTION AGENCY/ATTORNEY
Remarks: >PLACED FOR COLLECTION<
Date placed for collection: 10/2006
Estimated date that this item will be removed: 01/2013

Balance: \$121
Date Updated: 02/2008
Original Amount: \$121
Original Creditor: MED1 02 MEDICAL CENTER OF ARLINGTON
Past Due: >\$121<

Pay Status: >COLLECTION ACCOUNT<
Account Type: OPEN ACCOUNT
Responsibility: INDIVIDUAL ACCOUNT

Regular Inquiries

The following companies have received your credit report. Their inquiries remain on your credit report for two years.



Consumer Credit Report for SARLOWER O. TIBBS

File Number: 205952595
 Page: 3 of 7
 Date Issued: 09/25/2009

TransUnion.

HSBC BANK #5489555117747859
 PO BOX 5253
 CAROL STREAM, IL 60197
 (800) 477 6000

Balance: \$239
 Date Updated: 02/2007
 High Balance: \$598
 Credit Limit: \$350
 Past Due: \$16

Loan Type: CREDIT CARD
 Remarks: ACCT CLOSED BY CREDIT GRANTOR
 Maximum delinquency of 90+ days occurred in 02/2007 for \$16
 Estimated date that this item will be removed 08/2013

Pay Status: 120 DAYS PAST DUE
 Account Type: REVOLVING ACCOUNT
 Responsibility: INDIVIDUAL ACCOUNT
 Date Open: 07/2006
 Date Closed: 01/2007

Late Payments (06 months)	30	60	90+	Last 6 months	90	60	30	OK	OK	OK
	1	1	1		07	dec	nov	oct	sep	aug

NCO FINANCIAL #32098821
 PO BOX 13564
 PHILADELPHIA, PA 19101
 (800) 842 0640

Balance: \$2,227
 Date Updated: 03/2008
 Original Amount: \$2,227
 Original Creditor: MED1 02 MEDICAL CENTER OF ARLINGTON
 Past Due: \$2,227

Loan Type: COLLECTION AGENCY/ATTORNEY
 Remarks: PLACED FOR COLLECTION
 Date placed for collection: 01/2008
 Estimated date that this item will be removed 05/2014

Pay Status: COLLECTION ACCOUNT
 Account Type: OPEN ACCOUNT
 Responsibility: INDIVIDUAL ACCOUNT

NCO FINANCIAL #31589859
 PO BOX 13564
 PHILADELPHIA, PA 19101
 (800) 842 0640

Balance: \$243
 Date Updated: 12/2007
 Original Amount: \$243
 Original Creditor: MED1 02 MEDICAL CENTER OF ARLINGTON
 Past Due: \$243

Loan Type: COLLECTION AGENCY/ATTORNEY
 Remarks: PLACED FOR COLLECTION
 Date placed for collection: 10/2007
 Estimated date that this item will be removed: 10/2013

Pay Status: COLLECTION ACCOUNT
 Account Type: OPEN ACCOUNT
 Responsibility: INDIVIDUAL ACCOUNT

PARAMOUNT RECOVERY SYSTM #MACSQPMS011705831
 PO BOX 788
 LORENA, TX 76655
 (254) 857 7007

Balance: \$180
 Date Updated: 06/2009
 Original Amount: \$180
 Original Creditor: MED1 02 QUESTCARE ER ARLIN GTON
 Past Due: \$180

Loan Type: COLLECTION AGENCY/ATTORNEY
 Remarks: PLACED FOR COLLECTION
 Date placed for collection: 06/2006
 Estimated date that this item will be removed 01/2013

Pay Status: COLLECTION ACCOUNT
 Account Type: OPEN ACCOUNT
 Responsibility: INDIVIDUAL ACCOUNT

PARAMOUNT RECOVERY SYSTM #MACSQPMS011954390
 PO BOX 788
 LORENA, TX 76655
 (254) 857-7007

Balance: \$260
 Date Updated: 06/2009
 Original Amount: \$260
 Original Creditor: MED1 02 QUESTCARE ER ARLIN GTON
 Past Due: \$260

Loan Type: COLLECTION AGENCY/ATTORNEY
 Remarks: PLACED FOR COLLECTION
 Date placed for collection: 08/2007
 Estimated date that this item will be removed: 10/2013

Pay Status: COLLECTION ACCOUNT
 Account Type: OPEN ACCOUNT
 Responsibility: INDIVIDUAL ACCOUNT

PARAMOUNT RECOVERY SYSTM #MACSQPMS012433365
 PO BOX 788
 LORENA, TX 76655
 (254) 857 7007

Balance: \$320
 Date Updated: 06/2009
 Original Amount: \$320
 Original Creditor: MED1 02 QUESTCARE ER ARLIN GTON
 Past Due: \$320

Loan Type: COLLECTION AGENCY/ATTORNEY
 Remarks: PLACED FOR COLLECTION
 Date placed for collection: 02/2009
 Estimated date that this item will be removed: 10/2015

Pay Status: COLLECTION ACCOUNT
 Account Type: OPEN ACCOUNT
 Responsibility: INDIVIDUAL ACCOUNT

Consumer Credit Report for SARLOWER O TIBBS

File Number 205952595
 Page 2 of 7
 Date Issued 09/25/2009

ANDERSON CRENSHAW & ASSO #211821

6116 N CENTRAL EXP
 SUITE 1090
 DALLAS, TX 75206
 (214) 368 2980

Balance: \$1,377
 Date Updated: 12/2008
 Original Amount \$1,377
 Original Creditor: 05 SMYTH ALARMS INC II
 Past Due: >\$1,377<

Pay Status: >COLLECTION ACCOUNT<
 Account Type: OPEN ACCOUNT
 Responsibility: INDIVIDUAL ACCOUNT

Loan Type: COLLECTION AGENCY/ATTORNEY
 Remarks: >PLACED FOR COLLECTION<
 Date placed for collection: 12/2004
 Estimated date that this item will be removed: 09/2011

COLLECTION CO OF AMERICA #11132901

700 LONGWATER DR
 NORWELL, MA 02061 1624
 (800) 455 8026

Balance: \$799
 Date Updated: 05/2009
 Original Amount \$799
 Original Creditor: 10 ATT
 Past Due: >\$799<

Pay Status: >COLLECTION ACCOUNT<
 Account Type: OPEN ACCOUNT
 Responsibility: INDIVIDUAL ACCOUNT

Loan Type: COLLECTION AGENCY/ATTORNEY
 Remarks: >PLACED FOR COLLECTION<
 Date placed for collection: 02/2009
 Estimated date that this item will be removed: 07/2014

CONN CREDIT CO #223934531

PO BOX 2358
 BEAUMONT, TX 77704 2358
 (409) 832-1696

Balance: \$783
 Date Verified: 09/2009
 High Balance: \$1,062
 Past Due: >\$783<
 Terms: 39 MONTHLY \$29

Pay Status: >CHARGED OFF AS BAD DEBT<
 Account Type: INSTALLMENT ACCOUNT
 Responsibility: INDIVIDUAL ACCOUNT
 Date Open: 03/2007
 Date Closed: 05/2008

Loan Type: SECURED
 Remarks: >PROFIT AND LOSS WRITEOFF<
 Estimated date that this item will be removed: 08/2014

CONN CREDIT CO #223934530

PO BOX 2358
 BEAUMONT, TX 77704-2358
 (409) 832-1696

Balance: \$251
 Date Updated: 08/2009
 High Balance: \$893
 Past Due: >\$251<
 Terms: 24 MONTHLY \$37

Pay Status: >CHARGED OFF AS BAD DEBT<
 Account Type: INSTALLMENT ACCOUNT
 Responsibility: INDIVIDUAL ACCOUNT
 Date Open: 03/2006
 Date Closed: 05/2008

Loan Type: SECURED
 Remarks: >PROFIT AND LOSS WRITEOFF<
 Estimated date that this item will be removed: 09/2014

CONN CREDIT CO #229550331

PO BOX 2358
 BEAUMONT, TX 77704-2358
 (409) 832 1696

Balance: \$0
 Date Verified: 03/2007
 High Balance: \$971
 Terms: 24 MONTHLY \$40

Pay Status: PAID OR PAYING AS AGREED
 Account Type: INSTALLMENT ACCOUNT
 Responsibility: INDIVIDUAL ACCOUNT
 Date Open: 05/2006
 Date Closed: 03/2007
 Date Paid: 03/2007

Loan Type: SECURED
 Remarks: CLOSED

Late Payments (09 months)	30	60	90	Last 9 months	30	OK	OK	OK	OK	OK	OK	OK	
	1	0	0	months	feb	'07	dec	nov	oct	sep	aug	jul	jun

CREDIT SYSTEMS INT INC #102953442

1277 COUNTRY CLUB LN
 FORT WORTH, TX 76112 2304
 (817) 429 0400

Balance: \$72
 Date Updated: 08/2009
 Original Amount: \$72
 Original Creditor: MED1 '02 RADIOLOGY ASSOC OF TARRANT C
 Past Due: >\$72<

Pay Status: >COLLECTION ACCOUNT<
 Account Type: OPEN ACCOUNT
 Responsibility: INDIVIDUAL ACCOUNT

Loan Type: COLLECTION AGENCY/ATTORNEY
 Remarks: >PLACED FOR COLLECTION<
 Date placed for collection: 03/2009
 Estimated date that this item will be removed: 01/2014

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Consumer Credit Report for SARLOWER O ROSS

File Number: 205952595
Page: 3 of 6
Date Issued: 09/25/2009



TransUnion.

NATIONAL CREDIT SYSTEMS #759337

PO BOX 312125
ATLANTA, GA 31131-2125
(404) 629-9595

Balance: \$125
Date Updated: 12/2004
Original Amount: \$125
Original Creditor: DBA AUTUMNWOOD UDRT
Past Due: >\$125<

Pay Status: >COLLECTION ACCOUNT<
Account Type: OPEN ACCOUNT
Responsibility: INDIVIDUAL ACCOUNT

Remarks: >PLACED FOR COLLECTION<
Date placed for collection: 05/2003
Estimated date that this item will be removed: 02/2010

NCO FINANCIAL SYSTEMS #19394022

POB 7216
PHILADELPHIA, PA 19101
(800) 709 8625

Balance: \$2,240
Date Updated: 06/2009
Original Amount: \$2,240
Original Creditor: 10 RELIANT ENERGY RETAIL SE RVIC
Past Due: >\$2,240<

Pay Status: >COLLECTION ACCOUNT<
Account Type: OPEN ACCOUNT
Responsibility: INDIVIDUAL ACCOUNT

Loan Type: COLLECTION AGENCY/ATTORNEY
Remarks: >PLACED FOR COLLECTION<
Date placed for collection: 10/2008
Estimated date that this item will be removed: 04/2013

PARAMOUNT RECOVERY SYSTM #MACSQPMS011705831

PO BOX 788
LORENA, TX 76655
(254) 857-7007

Balance: \$180
Date Updated: 09/2007
Original Amount: \$180
Original Creditor: MED1 02 QUESTCARE ER ARLIN GTON
Past Due: >\$180<

Pay Status: >COLLECTION ACCOUNT<
Account Type: OPEN ACCOUNT
Responsibility: INDIVIDUAL ACCOUNT

Loan Type: COLLECTION AGENCY/ATTORNEY
Remarks: >PLACED FOR COLLECTION<
Date placed for collection: 06/2006
Estimated date that this item will be removed: 01/2013

PROFESSIONAL FINANCE CO #37MNX

PO BOX 7059
LOVELAND, CO 80537
(800) 864 4391

Balance: \$467
Date Updated: 09/2009
Original Amount: \$467
Original Creditor: 10 ATMOS ENERGY
Past Due: >\$467<

Pay Status: >COLLECTION ACCOUNT<
Account Type: OPEN ACCOUNT
Responsibility: INDIVIDUAL ACCOUNT

Loan Type: COLLECTION AGENCY/ATTORNEY
Remarks: >PLACED FOR COLLECTION<
Date placed for collection: 09/2007
Estimated date that this item will be removed: 02/2014

RS CLARK & ASSOCIATES #4001800155413

8535 FERNDAL RD STE 11
DALLAS, TX 75238 4425
(214) 503 1482

Balance: \$3,907
Date Updated: 02/2006
Original Amount: \$3,907
Original Creditor: 09 LANDING OF CARRIER PARKW AY

Pay Status: >COLLECTION ACCOUNT<
Account Type: OPEN ACCOUNT
Responsibility: INDIVIDUAL ACCOUNT

Loan Type: COLLECTION AGENCY/ATTORNEY
Remarks: >PLACED FOR COLLECTION<
Date placed for collection: 02/2004
Estimated date that this item will be removed: 04/2010

TU ELECTRIC #000790585197

6555 SIERRA DR
IRVING, TX 75309
(800) 242 9113

Balance: \$121
Date Updated: 10/2005
High Balance: \$121
Past Due: >\$121<

Pay Status: >CHARGED OFF AS BAD DEBT<
Account Type: OPEN ACCOUNT
Responsibility: INDIVIDUAL ACCOUNT
Date Open: 06/2005
Date Closed: 10/2005

Loan Type: UTILITY COMPANY
Remarks: >PROFIT AND LOSS WRITEOFF<
Estimated date that this item will be removed: 06/2012

Consumer Credit Report for SARLOWER O ROSS

File Number: 205952595
 Page: 2 of 6
 Date Issued: 09/25/2009

Account Information

The key to the right helps explain the payment history information contained in some of the accounts below. Not all accounts will contain payment history information, but some creditors report how you make payments each month in relation to your agreement with them.

N/A	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Not Applicable	Unknown	Current	30 days late	60 days late	90 days late	120 days late

Adverse Accounts

The following accounts contain information which some creditors may consider to be adverse. Adverse account information may generally be reported for 7 years from the date of the first delinquency, depending on your state of residence. The adverse information in these accounts has been printed in brackets or is shaded for your convenience, to help you understand your report. They are not bracketed or shaded this way for creditors. (Note: The account # may be scrambled by the creditor for your protection.)

BLAKELY-WITT #8397256389392

802 E HWY 80
 MESQUITE, TX 75149
 (972) 288 2106

Balance \$4,926
 Date Updated 10/2004
 Original Amount \$4,926
 Original Creditor 09 SILVERWOOD
 Past Due \$4,926

Pay Status >COLLECTION ACCOUNT<
 Account Type OPEN ACCOUNT
 Responsibility INDIVIDUAL ACCOUNT

Loan Type COLLECTION AGENCY/ATTORNEY
 Remarks >PLACED FOR COLLECTION<
 Date placed for collection 12/2003
 Estimated date that this item will be removed 11/2010

CMI #26291925

4200 INTERNATIONAL PKWY
 CARROLLTON, TX 75007 1912
 (800) 377 7723

Balance \$0
 Date Verified: 09/2004
 Original Amount \$1,320
 Original Creditor SOUTHWESTERN BELL VIDEO SER VIC

Pay Status PAID OR PAYING AS AGREED
 Account Type OPEN ACCOUNT
 Responsibility INDIVIDUAL ACCOUNT

Loan Type COLLECTION AGENCY/ATTORNEY
 Remarks ACCT CLOSED DUE TO TRANSFER
 Date placed for collection 12/2003
 Estimated date that this item will be removed 11/2010

CREDIT SYSTEMS INT INC #80606551

1277 COUNTRY CLUB LN
 FORT WORTH, TX 76112 2304
 (817) 429 0400

Balance: \$130
 Date Updated 05/2009
 Original Amount \$130
 Original Creditor: MED1 02 ARLINGTON MEDICAL IMAGING
 Past Due \$130

Pay Status >COLLECTION ACCOUNT<
 Account Type OPEN ACCOUNT
 Responsibility INDIVIDUAL ACCOUNT

Loan Type: COLLECTION AGENCY/ATTORNEY
 Remarks: >PLACED FOR COLLECTION<
 Date placed for collection 08/2004
 Estimated date that this item will be removed 03/2011

FINANCIAL CONTROL SVCS (#3010760004175018)

6801 SANGER AVE # STE195
 WACO, TX 76710 7818
 (254) 772 6111

Balance \$1,250
 Date Updated 08/2008
 Original Amount \$1,250
 Original Creditor MED1 02 ENVISION RADIOLOGY
 Past Due \$1,250

Pay Status >COLLECTION ACCOUNT<
 Account Type OPEN ACCOUNT
 Responsibility INDIVIDUAL ACCOUNT

Loan Type: COLLECTION AGENCY/ATTORNEY
 Remarks: >PLACED FOR COLLECTION<
 Date placed for collection 05/2008
 Estimated date that this item will be removed 02/2014

00000A





This lease Contract is only valid if filled out before January 1, 2008.



Residential Lease Contract

Date of Lease Contract March 3, 2006 (when this Lease Contract is filled out)

This is a binding contract Read carefully before signing

Moving In - General Information

1 PARTIES This Lease Contract is between you, the resident(s) (list all people signing the Lease Contract) Sarlowe T Ross and us, the owner Robert Glover

on or before the 1st day of the month and we haven't given notice to vacate before that date, you'll pay an initial late charge of \$ 71 25 plus a late charge of \$ 14 25 per day after that date until paid in full. Daily late charges will not exceed 15 days for any single month's rent. You'll also pay a charge of \$ 25 00 for each returned check, plus initial and daily late charges from due date until we receive acceptable payment.

You've agreed to rent the following dwelling [check one] [X] house, [] duplex unit, or [] other unit, and any grounds, garage or other improvements located at 1408 Dundee (street address) in Arlington (city), Texas, 76002 (zip code) for use as a private residence only.

7 UTILITIES You'll pay for all utilities including electricity, gas, water, wastewater, trash, and cable TV unless indicated in paragraph 10. You'll pay for all related deposits, charges or fees on such utilities. You must not allow any utilities (other than cable TV) to be cut off or switched for any reason--including disconnection for not paying your bills--until the Lease Contract term or renewal period ends.

2 OCCUPANTS The dwelling will be occupied only by you and (list all other occupants not signing the Lease Contract) Terrell Tilton, Chris Surry, Crysta Surry. No one else may occupy the dwelling. Persons not listed above must not stay in the dwelling for more than 10 consecutive days without our prior written consent.

8 INSURANCE Our insurance does not cover your personal property. We urge you to get insurance for losses due to theft, fire, water damage, and the like. You intend to [check one] [] not buy insurance to protect against such losses, or [X] buy insurance from your own agent to cover such losses.

3 LEASE TERM The initial term of the Lease Contract begins on the 25th day of March, 2006 (year), and ends at midnight the 31st day of March, 2007 (year). This Lease Contract will automatically renew month-to-month unless either party gives at least 30 days written notice of termination or intent to move out as required by paragraph 37.

9 SECURITY DEVICES What We Must Provide Texas law requires, with some exceptions, that we must provide at no cost to you when occupancy begins (1) a window latch on each window, (2) a doorviewer (peephole) on each exterior door, (3) a pin lock on each sliding door, (4) either a door handle latch or a security bar on each sliding door, (5) a keyless bolting device (deadbolt) on each exterior door, and (6) either a keyed doorknob lock or a keyed deadbolt lock on one entry door.

4 SECURITY DEPOSIT The total security deposit for all residents is \$1425 00, due on or before the date this Lease Contract is signed. This amount [check one] [] does or [X] does not include an annual deposit. Any annual deposit will be stated in an annual addendum.

What You Are Now Requesting Subject to some limitations, under Texas law you may at any time ask us to (1) install one keyed deadbolt lock on an exterior door if it does not have one, (2) install a security bar on a sliding glass door if it does not have one, and (3) change or rekey locks or latches.

5 KEYS AND FURNITURE You will be provided 2 dwelling key(s), mailbox key(s), and 2 other access devices for Garage Remotes. Any resident, occupant, or spouse who, according to a remaining resident's affidavit, has permanently moved out or is under court order to not enter the dwelling, is (at our option) no longer entitled to occupancy, keys, or other access devices.

6 RENT AND CHARGES You will pay \$ 1425 00 per month for rent in advance and without demand at 2415 Ave J, #100 Arl, TX 76006 and payable to [] owner or [X] Classic Property Mgmt. Prorated rent of \$ 332 50 is due for the remainder of [check one] [] 1st month or [X] 2nd month, on April 1, 2006 (year). Otherwise, you must pay your rent on or before the 1st day of each month (due date) with no grace period.

Payment. We will pay for missing security devices that are required by statute. You will pay for (1) rekeying that you request (except when we failed to rekey after the previous resident moved out), and (2) repairs or replacements due to misuse or damage by you or your family, occupants, or guests. You must pay immediately after the work is done unless state statute authorizes advance payment.

Special Provisions and "What-If" Clauses

10 SPECIAL PROVISIONS The following or attached special provisions and any addenda or written rules furnished to you at or before signing will become a part of this Lease Contract and will supersede any conflicting provisions of this printed Lease Contract form. HVAC filters to be changed every 30 days by tenant. Alarm monitoring and extermination at tenant expense. No smoking inside dwelling. Tenants agree to abide by the HOA guidelines. All payments must be in certified funds.

11 UNLAWFUL EARLY MOVE-OUT, RELETTING CHARGE You'll be liable to us for a reletting charge of \$ 1211 25 (not to exceed 85% of the highest monthly rent during the Lease Contract term) if you (1) fail to move in, or fail to give written move-out notice as required in paragraphs 23 or 37, or (2) move out without paying rent in full for the entire Lease Contract term or renewal period, or (3) move out at our demand because of your default, or (4) are judicially evicted.

The reletting charge is not a cancellation fee and does not release you from your obligations under this Lease Contract. See the first paragraph of page 2.

Sarlowe T Ross Your Initials STR Initials of Our Representative [Signature]

03102006114500

To: United State Bankruptcy Court Southern District of New York
(Motors Liquidation Company) *l/k/a* General Motors Corp

Chapter 11 Case No. 09-50026 (REG)
OBJECTION ADJOURNED



Hello my name is (Sarlower o. Tibbs) my claim #64968

I am sending you this response and asking the court and other Members of the court to please have mercy on me and my health Of granting to me what is due by me losing everything I had to living with kids that who are now taking care of me when I should Be helping taking care of them along with my grandkids. I'm so tried I really need to do something for myself and this will help me a whole lot get me back to were. I need to be my kids have there own family to take care of and I just want to at lease give back to them. What they have done for me and to take care of myself its. Not much but it would help pay off some of something even I would love to go back to work for (GM) and start off were I left off from I love working for this company and working for them was a great experience for me and to put me back on my feet if the court would grant that and that it be order by the court that I can return back to the company where I left off from. Please I ask that the court will consider my request on this are just give to me what is due to me and I will be more and willing to work again and that I am a very strong women of (God) so will you please here my voice and my cry so that I can move on with my life and take care of myself. Thank you again

Sarlower o Tibbs

Es Am (817) 449-8975

Cell (817) 627-8740

case number 64968



EXPRESS MAIL
 UNITED STATES POSTAL SERVICE®
 Addressee Copy
 Label 11-B March 2004

Post Office To Addressee

PRESS HARD YOU ARE MAKING 3 COPIES

ORIGIN (POSTAL SERVICE USE ONLY)

PO ZIP Code: 19051
 Day of Delivery: Next 2nd 2nd Del. Day
 Scheduled Date of Delivery: Month 11, Day 29
 Scheduled Time of Delivery: Noon 3 PM Military
 Int'l Alpha Country Code:
 Date Accepted: 11 27 10
 Time Accepted: 10:55 AM AM PM
 Flat Rate or Weight
 lbs. ozs.
 Postage: \$ 1.12
 Return Receipt Fee: \$
 COD Fee: \$
 Insurance Fee: \$
 Total Postage & Fees: \$ 1.12
 Acceptance Emp. Initials: JLC

DELIVERY (POSTAL USE ONLY)

Delivery Attempt	Time	<input type="checkbox"/> AM <input type="checkbox"/> PM	Employee Signature
Mo Day			
Delivery Attempt	Time	<input type="checkbox"/> AM <input type="checkbox"/> PM	Employee Signature
Mo Day			
Delivery Date	Time	<input type="checkbox"/> AM <input type="checkbox"/> PM	Employee Signature
Mo Day			

CUSTOMER USE ONLY

WAIVER OF SIGNATURE (Domestic Mail Only)
 Additional merchandise insurance is void if customer requests waiver of signature or address or addressee's agent (if delivery employee judges that article can be left in secure location) and authorizes that delivery employee's signature constitutes valid proof of delivery

NO DELIVERY Holiday Mailer Signature

TO (PLEASE PRINT) PHONE ()

ZIP + 4 (U.S. ADDRESSES ONLY. DO NOT USE FOR FOREIGN POSTAL CODES.)

FOR INTERNATIONAL DESTINATIONS WRITE COUNTRY NAME BELOW

FROM (PLEASE PRINT) PHONE ()

FOR PICKUP OR TRACKING
 Visit www.usps.com
 Call 1-800-222-1811

UNITED STATE BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

DOCKET -7102

CHAPTER 11 CASE NO 9-50026

OBSection to

HELLO' MY NAME IS SARLOWER OLIVIER TIBBS (CLAIM# 64968)

I'm sending you this letter to ask the court to do not disallowed and expunged this case

I started working for GM and 1994 at an early age I was in good health never would have

Thought that I would get injured. And I was a very good hard worker, love working for Gm.

In 2000 of Nov I injured my left shoulder' I did everything that was ask of me by my doctors. I had

MRI,XRAYS,PHYSICAL THERPY,EVEN HAD TO GET SHOTS IN MY SHOULDER, to help for pain but did not help me it would just calm the pain down for a while, but the pain will come right back. Even when the

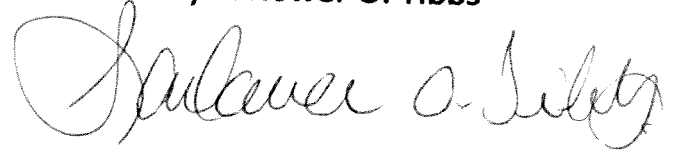
Doctors, kept recommend surgery and work comp and Gm. keep on denied me from having surgery

I suffer for 8yr with my shoulder can't sleep at night. It was so bad and it looks like my shoulder was actually looking like it was detach from the shoulder bone .it was really hard for me to clean my house I was not able to work and that it kept me from having a chance to do all my regular duties as a mother grandmother (I WAS USE TO TAKING CARE OF MY KIDS NOT MY KIDS TAKING CARE OF ME). my grandkids it was so hard for me, I LOST EVERYTHING I just could not perform the

thing I use to do anymore and finally Work Comp and GM approve my surgery in march of 2008 my shoulder was so bad off it affected the way of walking the way I hold my neck it was to the point to where it was hard on me to do anything , my family had to help me with a lot trying to get back where needed to be, And guess what other company will not hire me, do to my shoulder injury I'm still going to the doctors for my shoulder seeing a pain doctor.my daughters are taking care of me along with their family. My shoulder gives out on me all the time a lot. I look at my grandkids every day and wants to play with them pick them up spin them around push them on the swing so I ask that the court do not drop this case are expunged this is all that I ask. Conversate for my pain and suffering and from the hardship.

CLAIM NUMBER 64968

Sincerely Sarlower O. Tibbs



To All the Attorney for the Debtors.