

**UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF DELAWARE**

**PROOF OF CLAIM**



558103

Bar Date Ref # 2-NVM 16614

In re

Case Number

NOTE This form should not be used to make a claim for an administrative expense arising after the commencement of the case A "request" for payment of an administrative expense may be filed pursuant to 11 U S C § 503

Check box if you are aware that anyone else has filed a proof of claim relating to your claim Attach copy of statement giving particulars

Check box if you have never received any notices from the bankruptcy court in this case

Check box if this address differs from the address on the envelope sent to you by the court

If you have already filed a proof of claim with the Bankruptcy Court or BMC you do not need to file again

**Name of Creditor and Address**

0354653558103

Crown Jewels Marketing  
423 W Fallbrook Ste 207  
Fresno CA 93729

Creditor Telephone Number ( )

CREDITOR TAX I D #

ACCOUNT OR OTHER NUMBER BY WHICH CREDITOR IDENTIFIES DEBTOR

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

**1 BASIS FOR CLAIM**

- Goods sold
- Services performed
- Money loaned
- Personal injury/wrongful death
- Taxes
- Other (describe briefly)
- Retiree benefits as defined in 11 U S C § 1114(a)
- Wages salaries and compensation (Fill out below)

Your social security number \_\_\_\_\_  
Unpaid compensation for services performed from \_\_\_\_\_ to \_\_\_\_\_  
(date) (date)

**2 DATE DEBT WAS INCURRED**

**3 IF COURT JUDGMENT, DATE OBTAINED**

**4 TOTAL AMOUNT OF CLAIM AS OF PETITION DATE**

\$ 11,885.60 (unsecured) \$ \_\_\_\_\_ (secured) \$ \_\_\_\_\_ (unsecured priority) \$ 11,885.60 (total)

If all or part of your claim is secured or entitled to priority, also complete Item 5 or 6 below

Check this box if claim includes interest or other charges in addition to the principal amount of the claim Attach itemized statement of all interest or additional charges

**5 SECURED CLAIM**

Check this box if your claim is secured by collateral (including a right of setoff)

Brief description of collateral

- Real Estate
- Motor Vehicle
- Other \_\_\_\_\_

Value of collateral \$ \_\_\_\_\_

Amount of arrearage and other charges at time case filed included in secured claim above if any \$ \_\_\_\_\_

**6 UNSECURED PRIORITY CLAIM**

Check this box if you have an unsecured priority claim

Specify the priority of the claim

- Wages salaries or commissions (up to \$4 650\*) earned within 90 days before filing of the bankruptcy petition or cessation of the Debtor's business whichever is earlier 11 U S C § 507(a)(3)
- Contributions to an employee benefit plan 11 U S C § 507(a)(4)
- Up to \$2 100\* of deposits toward purchase lease or rental of property or services for personal family or household use 11 U S C § 507(a)(6)
- Alimony maintenance or support owed to a spouse former spouse or child 11 U S C § 507(a)(7)
- Taxes or penalties owed to governmental units 11 U S C § 507(a)(8)
- Other Specify applicable paragraph of 11 U S C § 507(a) \_\_\_\_\_

Amounts are subject to adjustment on 4/1/01 and every 3 years thereafter with respect to cases commenced on or after the date of adjustment

**7 CREDITS** The amount of all payments on this claim has been credited and deducted for the purpose of making this proof of claim

**8 SUPPORTING DOCUMENTS** Attach copies of supporting documents, such as promissory notes purchase orders invoices itemized statements of running accounts contracts court judgments mortgages security agreements and evidence of perfection of lien DO NOT SEND ORIGINAL DOCUMENTS If the documents are not available explain If the documents are voluminous attach a summary

**9 DATE-STAMPED COPY** To receive an acknowledgment of your claim, please enclose a self-addressed stamped envelope and an additional copy of this proof of claim

The original of this completed proof of claim form must be sent by mail or hand delivered (FAXES NOT ACCEPTED) so that it is received on or before 4 00 p.m., September 15, 2003, Pacific Daylight Time

BY MAIL TO  
Bankruptcy Management Corporation  
P O BOX 900  
El Segundo, CA 90245-0900

BY HAND OR OVERNIGHT DELIVERY TO  
Bankruptcy Management Corporation  
1330 East Franklin Avenue  
El Segundo CA 90245

THIS SPACE FOR COURT USE ONLY

**FILED**

**AUG 11 2003**

**BMC**

DATE SIGNED

8/5/03

SIGN and print the name and title if any of the creditor or other person authorized to file this claim (attach copy of power of attorney if any)

*[Signature]*

Filing Companies Claim



03150

Penalty for presenting fraudulent claim is a fine of up to \$500 000 or imprisonment for up to 5 years or both 18 U S C §§ 152 AND 3571

**See Other Side For Instructions**

proposed below. The intent of this Letter Agreement is to allow the Debtors to pay vendors on an expedited basis, to obtain the information necessary to reconcile disputed portions of claims on an expedited basis and, if appropriate, to make payment on such contested amounts once reconciled. This Letter Agreement is also intended to save both parties the time and expense of potential litigation as well as to preserve the Debtors' liquidity as they work to stabilize their business - the stabilization of which will inure to the benefit of all creditors including the Debtors' PACA vendors.

Therefore, the Debtors and **Crown Jewels Marketing** ("Vendor") agree as follows:

- (i) Vendor has filed PACA Claim No **r2415** ("Claim No **r2415**") in the amount of **\$59,429.30** (the "Asserted Claim Amount") in these cases.
- (ii) Following a review of Claim No **r2415** and pursuant to their claim reconciliation protocol, the Debtors are prepared to make an expedited, preliminary payment to Vendor in the amount of **\$47,543.44** at this time (the "Estimated PACA Payment"). The Debtors agree to pay the Estimated PACA Payment to Vendor within 3 calendar days of Vendor signing and returning this Letter Agreement to the Debtors.<sup>3</sup> The Debtors reserve their right, following further reconciliation efforts, to assert that the Estimated Payment was in excess of the valid PACA Claim of Vendor (an "Overpayment") and that the Overpayment must be returned by the Vendor to the Debtors. The Debtors may setoff any Overpayment against either (a) amounts due Vendor after further reconciliation of any Unreconciled Claim Portion (as defined in paragraph (iii) below) or (b) against post-petition invoices owed by the Debtors to Vendor. The Debtors will provide detail of any asserted Overpayment to Vendor and will provide notice in advance of any offset. Any dispute with respect to the amount or existence of an Overpayment shall be resolved by the United States Bankruptcy Court for the District of Delaware (the "Bankruptcy Court").
- (iii) The difference between the Asserted Claim Amount (as defined in paragraph (i) above) and the Estimated PACA Payment (as defined in paragraph (ii) above) is the unreconciled portion of Vendor's PACA Claim (the "Unreconciled Claim Portion").
  - (A) As Vendor has not, to date, provided electronic detail in support of Claim No **r2415**, Vendor agrees to provide electronic detail to the Debtors in support of its claim, including invoice number, invoice

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<sup>3</sup> The Debtors will accept fax signatures to 312-660-0168



P O Box 25430  
 Fresno, CA 93729-5430  
 TEL 559-490-1245  
 FAX 559-490-1253  
 E-mail mail@  
 crownjewelsmarketing.com

# INVOICE

INVOICE NO 100540

INVOICE DATE Mar 29, 2003

SOLD TO FLEMING COMPANIES, INC  
 P O BOX 26828  
 SALT LAKE CITY UT 84126  
 USA

SHIP TO FLEMING COMPANIES, INC  
 2205 W 1500 SOUTH  
 SALT LAKE CITY UT 84126  
 USA

PO # 999049

SHIP DATE 3/29/2003

TRUCK LIC 4CAE773

TERMS F O B. / Net 10

CARRIER P. T. LOGISTICS #1039

REFERENCE	ORDER	SHIP	DESCRIPTION	UNIT PRICE	AMOUNT
	540	108	STRAWBERRY CLAM 8/1# CROWN JEWELS	7 90 ctn.	853.20
		8	Tectrol - Each	28.00	224.00
		1	Temp Rec - Each	25.00	25.00
	540	108			1,102.20 USD

The perishable agricultural commodities listed on this invoice are sold subject to the statutory trust authorized by section 5b of the Perishable Agricultural Commodities Act. No allowances will be made without USDA inspection. This constitutes the entire contract and payment must be made in full. PAYMENT MUST BE RECEIVED NO LATER THAN 10 DAYS FROM SHIPMENT over these commodities and inventories of food or other products derived from these commodities, and any receivables or proceeds from the sale of these commodities until full payment is received. Payable in U.S. dollars.



P O Box 25430  
 Fresno, CA 93729-5430  
 TEL 559-490-1245  
 FAX 559-490-1253

# INVOICE

E-mail mail@  
 crownjewelsmarketing.com

INVOICE NO 100835

INVOICE DATE 03-26-03

**SOLD TO**  
 FLEMING COMPANIES, INC  
 P O BOX 24910  
 OKLAHOMA CITY OK 73124-4930  
 USA

**SHIP TO**  
 FLEMING COMPANIES, INC  
 2205 W 1500 SOUTH  
 SALT LAKE CITY UT 84126  
 USA

PO # 998990

SHIP DATE 03/26/2003

TRUCK LIC ZF8E59

TERMS F O B / Net 10

CARRIER DENNIS CLARK

Page 1 of 1

REFERENCE	ORDER	SHIP	DESCRIPTION	UNIT PRICE	AMOUNT
	648	648	STRAWBERRY CLAM 3/1# CROWN JEWELS	7 90 ctn	5,119 20
	100	100	STRAWBERRY PINTS 12 CROWN JEWELS	6 90 ctn	690 00
		7	Tectrol - Each	28 00	196 00
		1	Temp Pec - Each	25 00	25 00
			REC #8186318		
	748	748			6,030 20 USD

The perishable agricultural commodities listed on this invoice are sold subject to the statutory trust authorized by section 5c of the Perishable Agricultural Commodities Act 1930 (7 U S C 499e(c) ) The seller of these commodities retains a trust claim over these commodities, all inventories of food or other products derived from these commodities and any receivables or proceeds from the sale of these commodities until full payment is received  
**No allowances will be made without USDA inspection This constitutes the entire contract and payment must be made in full**

Payment in U S funds

No allowances will be made without USDA inspection This constitutes the entire contract and payment must be made in full  
**PAYMENT MUST BE RECEIVED NO LATER THAN 10 DAYS FROM SHIPMENT**  
 Payable in U S funds



P O Box 25430  
 Fresno, CA 93729-5430  
 TEL 559-490-1245  
 FAX 559-490-1253

# INVOICE

E-mail mail@  
 crownjewelsmarketing.com

INVOICE NO 100354

INVOICE DATE 03-10-03

**SOLD TO**  
 FLEMING COMPANIES  
 1200 W SUNSET DR  
 WAUKESHA WI 53189-8511  
 USA

**SHIP TO**  
 FLEMING COMPANIES  
 1200 W SUNSET DR  
 WAUKESHA WI 53189-8511  
 USA

PO # 996756

SHIP DATE 03/10/2003

TRUCK LIC 62936

TERMS F O B / Net 10

CARRIER BADGER STATE

Page 1 of 1

REFERENCE	ORDER	SHIP	DESCRIPTION	UNIT PRICE	AMOUNT
	2592	2592	STRAWBERRY CLAM 8/1#	7 90 ctn	20,476 80
		24	Tectrol - Each	28 00	672 00
		1	Temp Rec - Each	25 00	25 00
			1ST-C595570		
			2ND-C595565		
	2592	2592			21,173 80 USD

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 Payable in U S funds



P O Box 25430  
 Fresno, CA 93729-5430  
 TEL 559-490-1245  
 FAX 559-490-1253

# INVOICE

E-mail mail@  
 crownjewelsmarketing.com

INVOICE NO 100607

INVOICE DATE 03-19-03

**SOLD TO**  
 FLEMING COMPANIES, INC  
 P O BOX 24930  
 OKLAHOMA CITY OK 73124-4930  
 USA

**SHIP TO**  
 FLEMMING COMPANIES, INC  
 2205 W 1500 SOUTH  
 SALT LAKE CITY UT 84126  
 USA

PO # 998881

SHIP DATE 03/19/2003

TRUCK LIC Z62975

TERMS F O B / Net 10

CARRIER RAYMAN #1137

Page 1 of 1

REFERENCE	ORDER	SHIP	DESCRIPTION	UNIT PRICE	AMOUNT
	53	53	STRAWBERRY CLAM 8/1# CROWN JEWELS	7 90 ctn	418 70
	466	466	STRAWBERRY PINTS 12 CROWN JEWELS	6 90 ctn	3,215 40
		5	Tectrol - Each	28 00	140 00
		1	Temp Rec - Each 8204636	25 00	25 00
	519	519			3,799 10 USD

The perishable agricultural commodities listed on this invoice are sold subject to the statutory trust authorized by section 5c of the Perishable Agricultural Commodities Act 1930 (7 U S C 499e(c) ) The seller of these commodities retains a trust claim over these commodities all inventories of food or other products derived from these commodities and any receivables or proceeds from the sale of these commodities until full payment is received  
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 Payable in US funds



P O Box 25430  
 Fresno, CA 93729-5430  
 TEL 559-490-1245  
 FAX 559-490-1253

# INVOICE

E-mail mail@  
 crownjewelsmarketing.com

INVOICE NO 100527

INVOICE DATE 03-14-03

**SOLD TO**  
 FLEMING COMPANIES, INC  
 P O BOX 24900  
 OKLAHOMA CITY OK 73124-4930  
 USA

**SHIP TO**  
 FLEMING COMPANIES, INC  
 2205 W 1500 SOUTH  
 SALT LAKE CITY UT 84126  
 USA

PO # 998784

SHIP DATE 03/14/2003

TRUCK LIC 4C56789

TERMS F O B / Net 10

CARRIER PT LOGISTICS

Page 1 of 1

REFERENCE	ORDER	SHIP	DESCRIPTION	UNIT PRICE	AMOUNT
	327	327	STRAWBERRY PINTS 12 CROWN JEWELS	4 90 ctn	1,602 30
	645	645	STRAWBERRY CLAM 8/1# CROWN JEWELS	7 90 ctn	5,095 50
		9	Tectrol - Each	28 00	252 00
		1	Temp Rec - Each	25 00	25 00
			REC #8194427		
	972	972			6,974 80 USD

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 Payable in U S funds



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 Fresno, CA 93729-5430  
 TEL 559-490-1245  
 FAX 559-490-1253

# INVOICE

E-mail mail@  
 crownjewelsmarketing.com

INVOICE NO 100509

INVOICE DATE 03-14-03

**SOLD TO**  
 FLEMING COMPANIES, INC  
 P O BOX 24660  
 OKLAHOMA CITY OK 73124-4660  
 USA

**SHIP TO**  
 FLEMMING COMPANIES, INC  
 108 KOL DR  
 BROUSSARD LA 70518-3824  
 USA

PO # 9998685

SHIP DATE 03/14/2003

TRUCK LIC 6651232

TERMS F O B / Net 10

CARRIER HOLLOMAN

Page 1 of 1

REFERENCE	ORDER	SHIP	DESCRIPTION	UNIT PRICE	AMOUNT
	106	106	STRAWBERRY PINTS 12 CROWN JEWELS	7 90 ctn	837 40
	314	314	STRAWBERRY CLAM 8/1# CROWN JEWELS	7 90 ctn	2 480 60
	6	6	STRAWBERRY PINTS 12 CROWN JEWELS	7 90 ctn	47 40
	442	442	STRAWBERRY CLAM 8/1# CROWN JEWELS	7 90 ctn	3,491 80
		8	Tectrol - Each	28 00	224 00
		1	Temp Pec - Each	25 00	25 00
	868	868			7,105 20 USD

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 Payable in US funds





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 Fresno, CA 93729-5430  
 TEL 559-490-1245  
 FAX 559-490-1253

# INVOICE

E-mail mail@  
 crownjewelsmarketing.com

INVOICE NO 100510

INVOICE DATE 03-13-03

**SOLD TO** FLEMING COMPANIES  
 1200 W SUNSET DR  
 WAUKESHA WI 53189-8511  
 USA

**SHIP TO** FLEMING COMPANIES  
 1200 W SUNSET DR  
 WAUKESHA WI 53189-8511  
 USA

PO # 996809

SHIP DATE 03/13/2003

TRUCK LIC 13113

TERMS F O B. / Net 10

CARRIER BADGER STATE

Page 1 of 1

REFERENCE	ORDER	SHIP	DESCRIPTION	UNIT PRICE	AMOUNT
	1620	1620	STRAWBERRY CLAM 8/1#	7 90 ctn	12,798 00
		15	Tectrol - Each	28 00	420 00
		1	Temp Rec - Each REC #C595432	25 00	25 00
	1620	1620			13,243 00 USD

The perishable agricultural commodities listed on this invoice are sold subject to the statutory trust authorized by section 5c of the Perishable Agricultural Commodities Act 1930 (7 U S C 499e(c)) The seller of these commodities retains a trust claim over these commodities all inventories of food or other products derived from these commodities and any receivables or proceeds from the sale of these commodities until full payment is received  
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