

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

**PROOF OF CLAIM**



s137249

Scheduled Claim Ref # 2 F2-24875

**YOUR CLAIM IS SCHEDULED AS**

\$3 779 55 UNSECURED

In re  
**Fleming Companies, Inc**

Case Number  
**03-10945**

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.

Name of Creditor and Address  
  
0354429433878  
  
STONE BURH JOG DISTRIBUTION  
PO BOX 77321  
SAN FRANCISCO CA 94107

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

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

The amounts reflected above constitute your claim as scheduled by the Debtor. If you agree with the amounts set forth herein and have no other claim against the Debtor, you do not need to file this proof of claim EXCEPT as stated below.

If the amounts shown above are listed as Contingent, Unliquidated or Disputed, a proof of claim must be filed. If you have already filed a proof of claim with the Bankruptcy Court or BMC, you do not need to file again.

Creditor Telephone Number **(415) 999-0322**

CREDITOR TAX ID #  
**11-3649329**

ACCOUNT OR OTHER NUMBER BY WHICH CREDITOR IDENTIFIES DEBTOR  
**Fleming**

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

**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** **3/13/03** **3 IF COURT JUDGMENT, DATE OBTAINED**

**4 TOTAL AMOUNT OF CLAIM AS OF PETITION DATE** \$ **3,513.60** (unsecured) \$ \_\_\_\_\_ (secured) \$ \_\_\_\_\_ (unsecured priority) \$ **3,513.60** (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

AUG 11 2003

BMC

DATE SIGNED  
**8/7/03**

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).  
**Josh Dorf** President

Fleming Companies Claim



03244

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

**\*\* FAX COVER LETTER \*\***

Date 02/28/03                      Time 15 18 00

To  
JOG DISTRIBUTION, INC

From LUCERO, JODARLENE

Re 872144

Including this cover sheet, you should receive 2 pages

If you have difficulty in receiving this transmission,  
please call us at

9163734200

INVOICE TO  
 NORCAL PSC FLEMING FOODS  
 P O BOX 15127  
 SACRAMENTO CA 95851-1127

SHIP TO  
 NORCAL PSC FLEMING FOODS  
 3771 CHANNEL DRIVE  
 WEST SACRAMENTO CA 95691-3421



VENDOR  
 JOG DISTRIBUTION INC  
 ADVANTAGE SALES&MARKETING  
 5064 FRANKLIN DR  
 PLEASANTON CA 94588

SHIP  
 0370159703

VENDOR NO  
 20224

**PURCHASE ORDER**

415-999-0322

DATE ORDERED 02/28/03	PURCHASE ORDER NO 872144 NC	TERMS 11 DAYS 2 00%	PRICE PROTECTION
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**IMPORTANT NOTICE**  
 NOTIFY FLEMING FOODS PURCHASING DEPARTMENT IF UNABLE TO MEET SPECIFIED ARRIVAL DATE

SHIP VIA	FOB	FREIGHT SHIPPED / PAID BY	PPD COL FLEM VEN
		P	V

ADVISE FLEMING FOODS PURCHASING DEPARTMENT BY TELEGRAM TELEPHONE OR AIRMAIL THE CAR NUMBER ROUTING DATE SHIPPED AND ORIGINATING POINT OF RAIL SHIPMENTS

**TERMS AND CONDITIONS**

PURCHASE ORDER NUMBER MUST BE SHOWN ON ALL INVOICES SHIPPING PAPERS AND FREIGHT BILL. Seller warrants that everything to which this Purchase Order applies and everything done by Seller in connection with this Purchase Order shall be in compliance with law. The word law as used herein includes but is not limited to all federal state and local laws relating to food drug and cosmetic labeling environmental protection and occupational safety and health and all regulations standards rules codes and other requirements thereunder. Without prejudice to any other remedy Buyer may have Seller shall indemnify Buyer and save Buyer harmless from any and all liability and loss arising out of any breach of the foregoing warranty and shall reimburse Buyer for any and all expenses incurred in connection therewith.

Under the terms and conditions of this purchase order Fleming Companies holds all suppliers/manufacturers solely responsible for the contents of their products with respect to existing federal and state standards including California Health and Safety Code 25249.5 25249.13

THIS PURCHASE ORDER IS ISSUED IN COMPLIANCE WITH EXECUTIVE ORDER 11246 THE REHABILITATION ACT OF 1973 AND THE VIETNAM ERA VETERANS READJUSTMENT ASSISTANCE ACT

Seller also guarantees that all terms of sale covered by this purchase order are available to all other purchasers on proportionately equal terms

Bill of lading must be itemized as to quantity size pack and description. Shipment must be tendered to carrier sorted and segregated as to quantity size pack and description and bill of lading must carry certification of the same signed by carrier representative

DELIVERY TERMS OF SALE REQUIRE DRIVER UNLOADING AT OUR DOCK

FAILURE TO COMPLY WITH ABOVE MAY RESULT IN REFUSAL OF THIS SHIPMENT

QUANTITY ORDERED	UPC CASE CODE	ITEM CODE	DESCRIPTION	PACK & SIZE	TIE HIGH	COST
60	71285 15502	ST-BUHR UNBLCHD FLOUR 21985-7	8	5 LB	10 6	12 720
60	71285 16607	ST-BUHR WHOLE WHEAT FLR 21984-0	8	5 LB	10 6	13 040

MERCHANDISER	TOTAL UNITS	TOTAL CUBE	TOTAL PALLETS	TOTAL WEIGHT	TOTAL EXT COST
LUCERO JODARLENE	120	74	2	4920	1545



# Invoice

Date	Invoice #
3/13/2003	INV1168

JOG Distribution, Inc  
 PO Box 77321  
 San Francisco CA 94107  
 415-999-0322

Bill To
Accounts Payable Fleming Companies PO BOX 24840 Oklahoma City OK 73124

Ship To
Fleming - Sacramento 3771 Channel Drive West Sacramento CA 95691

Terms	Due Date	PO #	Ship Date	Ship Via	Bill of Lading
2% 10, Net 11	3/24/2003	872144 NC	3/13/2003		

Item	Quantity	Description	Unit Price	Amount
71285-15502	60	Unbleached White Flour, 5lb units/8 per case	12 72	763 20
71285-16607	60	Whole Wheat Flour, 5 lb units/ 8 per case	13 04	782 40

			<b>Total</b>	\$1,545 60
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Thank you for your order Please pay this invoice promptly If there are any questions please call us at 415-999 0322 Thank you!

**\*\* FAX COVER LETTER \*\***

Date 03/18/03 Time 20 46 00

To  
JOG DISTRIBUTION, INC

From LUCERO, JODARLENE

Re 113184

Including this cover sheet, you should receive 2 pages

If you have difficulty in receiving this transmission,  
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9163734200

INVOICE TO  
 NORCAL PSC FLEMING FOODS  
 P O BOX 15127

SHIP TO  
 NORCAL PSC FLEMING FOODS  
 3771 CHANNEL DRIVE

SACRAMENTO CA 95851-1127 WEST SACRAMENTO CA 95691-3421



VENDOR  
 JOG DISTRIBUTION, INC  
 ADVANTAGE SALES & MARKETING  
 5064 FRANKLIN DR  
 PLEASANTON CA 94588

SHIP  
 0370399103

VENDOR NO  
 20224

**PURCHASE ORDER**

DATE ORDERED  
 03/18/03

PURCHASE ORDER NO  
 13184 NC

TERMS  
 11 DAYS  
 2.00%

PRICE PROTECTION

415-999-0322

**IMPORTANT NOTICE**

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ADVISE FLEMING FOODS PURCHASING DEPARTMENT BY TELEGRAM TELEPHONE OR AIRMAIL THE CAR NUMBER ROUTING DATE SHIPPED AND ORIGINATING POINT OF RAIL SHIPMENTS

**TERMS AND CONDITIONS**

PURCHASE ORDER NUMBER MUST BE SHOWN ON ALL INVOICES SHIPPING PAPERS AND FREIGHT BILL

Seller warrants that everything to which this Purchase Order applies and everything done by Seller in connection with this Purchase Order shall be in compliance with law. The word law as used herein includes but is not limited to all federal state and local laws relating to food drug and cosmetic labeling environmental protection and occupational safety and health and all regulations standards rules codes and other requirements thereunder. Without prejudice to any other remedy Buyer may have Seller shall indemnify Buyer and save Buyer harmless from any and all liability and loss arising out of any breach of the foregoing warranty and shall reimburse Buyer for any and all expenses incurred in connection therewith.

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DELIVERY TERMS OF SALE REQUIRE DRIVER UNLOADING AT OUR DOCK

FAILURE TO COMPLY WITH ABOVE MAY RESULT IN REFUSAL OF THIS SHIPMENT

SHIP VIA

FOB

FREIGHT SHIPPED / PAID BY			
PPD	COL	FLEM	VEN
P			V

QUANTITY ORDERED	UPC CASE CODE	ITEM CODE	DESCRIPTION	PACK & SIZE	TIE HIGH	COST
60	71285 15502	ST-BUHR UNBLCHD FLOUR 21985-7	8	5 LB	10 6	12 720
120	71285 16607	ST-BUHR WHOLE WHEAT FLR 21984-0	8	5 LB	10 6	13 040

MERCHANDISER	TOTAL UNITS	TOTAL CUBE	TOTAL PALLETS	TOTAL WEIGHT	TOTAL EXT COST
LUCERO JODARLENE	180	110	3	7380	2328



# Invoice

Date	Invoice #
3/31/2003	INV1186

JOG Distribution, Inc  
 PO Box 77321  
 San Francisco CA 94107  
 415-999-0322

Bill To	Ship To
Accounts Payable Fleming Companies PO BOX 24840 Oklahoma City OK 73124	Fleming - Sacramento 3771 Channel Drive West Sacramento CA 95691

Terms	Due Date	PO #	Ship Date	Ship Via	Bill of Lading
2% 10, Net 11	4/11/2003	113184 NC	3/31/2003		

Item	Quantity	Description	Unit Price	Amount
71285-15502	60	Unbleached White Flour, 5lb units/8 per case	12 72	763 20
15502-Promotion	60	\$2 00 Allowance	-2 00	-120 00
71285-16607	120	Whole Wheat Flour, 5 lb units/ 8 per case	13 04	1,564 80
16607-Promotion	120	\$2 00 Allowance	-2 00	-240 00
			<b>Total</b>	<b>\$1,968 00</b>

Thank you for your order Please pay this invoice promptly If there are any questions please call us at 415-999-0322 Thank you!