


UNITED STATES BANKRUPTCY COURT		DISTRICT OF DELAWARE	PROOF OF CLAIM
Name of Debtor 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 of payment of an administrative expense may be filed pursuant to 11 U S C § 503			
Name of Creditor (The person or other entity to whom the debtor owes money or property) IKON Office Solutions		<input type="checkbox"/> 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 <input type="checkbox"/> Check box if you have never received any notices from the bankruptcy court in this case <input checked="" type="checkbox"/> Check box if the address differs from the address on the envelope sent to you by the court	
Name and addresses where notices should be sent IKON Office Solutions Western District c/o IOS Capital Bankruptcy Administration P O Box 13708 Macon GA 31208 3708		<small>THIS SPACE IS FOR COURT USE ONLY</small>	
Telephone Number 800 480 6513			
Account or other number by which creditor identifies debtor See Attached		Check here <input type="checkbox"/> replaces a previously filed claim dated _____ if this claim <input type="checkbox"/> amends	
1 Basis For Claim		<input type="checkbox"/> Retiree benefits as defined in 11 U S C § 1114(a)	
<input checked="" type="checkbox"/> Goods sold <input checked="" type="checkbox"/> Services performed <input type="checkbox"/> Money loaned <input type="checkbox"/> Personal injury/wrongful death <input type="checkbox"/> Taxes <input type="checkbox"/> Other _____		<input type="checkbox"/> Wages salaries and compensation (fill out below) Your SS# _____ Unpaid compensation for services performed From ____/____/____ to ____/____/____ (date) (date)	
2 Date debt was incurred See Attached		3 If court judgment, date obtained	
4 Total Amount of Claim at Time Case Filed \$ 690.09			
If all or part of your claim is secured or entitled to priority also complete Item 5 or 6 below			
<input type="checkbox"/> 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		6 Unsecured Priority Claim	
<input type="checkbox"/> Check this box if your claim is secured by collateral (including a right of setoff) Brief Description of Collateral <input type="checkbox"/> Real Estate <input type="checkbox"/> Motor Vehicle <input type="checkbox"/> Other _____ Value of Collateral \$ _____		<input type="checkbox"/> Check this box if you have an unsecured priority claim Amount entitled to priority \$ _____ Specify the priority of the claim <input type="checkbox"/> Wages salaries or commissions (up to \$4 300) * 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) <input type="checkbox"/> Contributions to an employee benefit plan 11 U S C § 507(a)(4) <input type="checkbox"/> Up to \$1 950* of deposits toward purchase lease or rental of property or services for personal family or household use 11 U S C § 507(a)(6) <input type="checkbox"/> Alimony maintenance or support owed to a spouse former spouse or child 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"/> Other Specify applicable paragraph of 11 U S C § 507(a)(____)	
Amount of arrearage and other charges at time case filed included in secured claim if any		*Amounts are subject to adjustment on 4/1/98 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		<small>THIS SPACE IS FOR COURT USE ONLY</small> FILED AUG 25 2003 BMC Fleming Companies Claim  06163	
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 the filing of your claim enclose a stamped self addressed envelope and copy of this proof of claim			
Date 8/15/03	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) Nicole Robbins Nicole Robbins Bankruptcy Specialist		
Penalty for presenting fraudulent claim Fine of up to \$500 000 or imprisonment for up to 5 years or both 18 U S C §§ 152 and 3571			



The Way Business Gets Communicated™

Northwest District
1550 Parkside Drive
Walnut Creek, CA 94596
800-388-3555

Customer Number E60224

FLEMMING FOODS
TCC ON 8530 (2X)
91-315 HANUA ST 2ND FL
KAPOLEI HI 96707

Invoice 1681602A
Invoice Date 03/24/2003
Terms Net Due Upon Receipt
Order Date 03/24/2003
Ship Date 03/24/2003
PO JOSIE
Rep Id FY7703
Federal Id 52-2119071
Ship To FLEMMING FOODS
DI TCC ON 8530 (2X)
91-315 HANUA ST 2ND FL
KAPOLEI HI 96707

Ordered	Shipped	Item	Description	Unit Price	Total
1	1	MEG7H	IKO TONER CARTRIDGE HP LJ1100 OEM # C4092A-RM	39 0000	39 00
1	1	MEG7I	IKON HP LJ 2100 TONER CARTRIDGE OEM # C4096A-RM	79 0000	79 00
2	2	MEG7X	IKO HP EX/EPE TONER CTG OEM # 92298A-RM	39 0000	78 00

ORDER PLACED BY JOSIE (808) 682-3369
ORDER PROCESSED BY JOANNK

Sub Total	196 00
Prior Late Charge	0 00
Freight	0 00
Taxes	8 17
Total Amount Due	204 17

THANK YOU FOR PLACING YOUR ORDER

1 24/2 01E/5/8/2477/SX/0 00 /8 17
FLEMMING FOODS
TCC ON 8530 (2X)
91 315 HANUA ST 2ND FL
KAPOLEI HI 96707

Inv # 1681602A
Cust # E60224
IR # 80112477

IKON OFFICE SOLUTIONS
NORTHWEST DISTRICT
P O BOX 7414
PASADENA CA 91109-7414

204.17



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Customer Number E60224

FLEMMING FOODS
TCC ON 8530 (2X)
91-315 HANUA ST 2ND FL
KAPOLEI HI 96707

Invoice 1681632A
Invoice Date 03/24/2003
Terms Net Due Upon Receipt
Order Date 03/24/2003
Ship Date 03/24/2003
PO
Rep Id FY7703
Federal Id 52-2119071
Ship To FLEMMING FOODS
DI TCC ON 8530 (2X)
91-315 HANUA ST 2ND FL
KAPOLEI HI 96707

Ordered	Shipped	Item	Description	Unit Price	Total
2	2	QD16PA	FAX TONER BLACK ----DISCONTINUED ITEM -- OEM # SHRFO47NDK	118 0000	236 00

ORDER PLACED BY JOSIE (808) 682-3369
ORDER PROCESSED BY JOANN

THANK YOU FOR PLACING YOUR ORDER

Sub Total	-	236 00
Prior Late Charge		0 00
Freight		6 50
Taxes		10 10
Total Amount Due		252 60

1 24/2 01E/7/8/5895/SX/6 50 /10 10
FLEMMING FOODS
TCC ON 8530 (2X)
91 315 HANUA ST 2ND FL
KAPOLEI HI 96707

Inv # 1681632A
Cust # E60224
IR # 80115895

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PASADENA CA 91109-7414

252.60

16 00001681632A4 0000E602249 00000252601 801158950 000000000



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Customer Number E60224

FLEMMING FOODS
TCC ON 8530 (2X)
91-315 HANUA ST 2ND FL
KAPOLEI HI 96707

Invoice 1681657A
Invoice Date 03/24/2003
Terms Net Due Upon Receipt
Order Date 03/24/2003
Ship Date 03/24/2003
PO
Rep Id FY7703
Federal Id 52-2119071
Ship To FLEMMING FOODS
DI TCC ON 8530 (2X)
91-315 HANUA ST 2ND FL
KAPOLEI HI 96707

Ordered	Shipped	Item	Description	Unit Price	Total
1	1	QR18B2	INKCART DJ600 SERIES BK OEM # HEW51629AR	29 0000	29 00
1	1	QR18BH	INKCART DJ750C/1600C BK OEM # HEW51645AR	29 0000	29 00

ORDER PLACED BY JOSIE (808) 682-3369
ORDER PROCESSED BY JOANNK

THANK YOU FOR PLACING YOUR ORDER

Sub Total	58 00
Prior Late Charge	0 00
Freight	5 99
Taxes	2 67
Total Amount Due	66 66

1 24/2 01E/4/8i5897/SX/15 99 /2 67
FLEMMING FOODS
TCC ON 8530 (2X)
91 315 HANUA ST 2ND FL
KAPOLEI HI 96707

Inv # 1681657A
Cust # E60224
IR # 80115897

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Customer Number E60224

FLEMMING FOODS
TCC ON 8530 (2X)
91-315 HANUA ST 2ND FL
KAPOLEI HI 96707

Invoice 16082428
Invoice Date 03/26/2003
Terms Net Due Upon Receipt
PO
Rep Id E68B72
Federal Id 52-2119071 DI



Model	Serial	Id	Cust#	Description	Meter	Date/Prod	Quan	Amount
CG85Z	UFW30400	0018J	E60224	CHARGEABLE LABOR		VA7110	6	75 00
				EST ONLY				
						Location Total		75 00
CANON LC8500 FAX								
FLEMMING FOODS								
TCC ON 8530 (2X)								
91 315 HANUA ST 2ND FL								
KAPOLEI HI 96707								
FLEMMING FOODS 91 315								

Sub Total 75 00
 Prior Late Charge 0 00
 Freight 0 00
 Taxes 3 12
 Total Amount Due 78 12

1 24/2 01E/9/8j7930/LX/082428 /ZZ1/0 00 /3 12
 FLEMMING FOODS Inv # 16082428
 TCC ON 8530 (2X) Cust # E60224
 91 315 HANUA ST 2ND FL IR # 80J17930
 KAPOLEI HI 96707

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78.12



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800-388-3555

Customer Number E60224

FLEMMING FOODS
TCC ON 8530 (2X)
91-315 HANUA ST 2ND FL
KAPOLEI HI 96707

Invoice 1684174A
Invoice Date 03/26/2003
Terms Net Due Upon Receipt
Order Date 03/26/2003
Ship Date 03/26/2003
PO
Rep Id FY7703
Federal Id 52-2119071
Ship To FLEMMING FOODS
DI TCC ON 8530 (2X)
91-315 HANUA ST 2ND FL
KAPOLEI HI 96707

Ordered	Shipped	Item	Description	Unit Price	Total
1	1	MGC19	CANON FX-4 CTG 9000/ 9500 OEM # 1558A002AA	85 0000	85 00

ORDER PLACED BY JOSIE (808) 682 3369
ORDER PLACED BY JOANNK

THANK YOU FOR PLACING YOUR ORDER

Sub Total	85 00
Prior Late Charge	0 00
Freight	0 00
Taxes	3 54
Total Amount Due	88 54

1 24/2 01E/8/8j7633/SX/0 00 /3 54
FLEMMING FOODS
TCC ON 8530 (2X)
91 315 HANUA ST 2ND FL
KAPOLEI HI 96707

Inv # 1684174A
Cust # E60224
IR # 80J17633

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88.54



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800-388-3555

Customer Number E60224

FLEMMING FOODS
TCC ON 8530 (2X)
91-315 HANUA ST 2ND FL
KAPOLEI HI 96707

Invoice 1625967A
Invoice Date 06/03/2003
Terms Net Due Upon Receipt
Order Date 06/02/2003
Ship Date 06/03/2003
PO
Rep Id
Federal Id 52-2119071
Ship To FLEMMING FOODS
DI TCC ON 8530 (2X)
91-315 HANUA ST 2ND FL
KAPOLEI HI 96707

Ordered	Shipped	Item	Description	Unit Price	Total
ZTOC	FLEFOO				
1	1	SAC5A0	IKON RENTAL BASE CHARGE	30 5400	30 54
1	1	VAC5B0	MAINTENANCE AGREEMENT	17 6800	17 68
1	1	SAC1A0	IKON RENTAL BASE CHARGE	3 7000	3 70
1	1	VAC1B0	MAINTENANCE AGREEMENT	2 2400	2 24
1	1	SA16A0	IKON RENTAL BASE CHARGE	58 3100	58 31
1	1	VA16B0	MAINTENANCE AGREEMENT	46 5300	46 53
33470	33470	V779D0	MAINTENANCE OVERAGE	0 0120	401 64
60-	60-	V779D0	MAINTENANCE OVERAGE	0 0120	0 72-

REBILL DUE TO IKON RENTAL BASE CHARGE APP BY G BOYD T CLARK

Sub Total	559 92
Prior Late Charge	0 00
Freight	0 00
Taxes	23 33
Total Amount Due	583 25

1 24/2 01E/6/947216/YT//0 00 /23 33
FLEMMING FOODS
TCC ON 8530 (2X)
91 315 HANUA ST 2ND FL
KAPOLEI HI 96707

Inv # 1625967A
Cust # E60224
IR # 90407216

IKON OFFICE SOLUTIONS
NORTHWEST DISTRICT
P O BOX 7414
PASADENA CA 91109-7414

583.25

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

**In re Fleming Companies, Inc et al
Case No 03-10945-(MFW)-11**

DOCUMENTS APPENDED TO CLAIM

On October 10, 2005 document(s) were appended to Claim Number **6163** for the following reason(s)

- Settlement Agreement dated 9/9/05
- Proof of Payment attached
- Change of Address Request
- Notice of Withdrawal of 43rd Omnibus Objection
- Other Docket Number 11834

SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release (the "Settlement Agreement"), effective upon execution by all parties hereto, is made and entered into by and between PCT ("Plaintiff") and Ikon Office Solutions, Inc ("Defendant") on September 9, 2005

RECITALS

WHEREAS, on April 1, 2003, Fleming Companies, Inc and its affiliated chapter 11 debtors filed voluntary petitions for relief under Chapter 11 of the Bankruptcy Code in the United States Bankruptcy Court for the District of Delaware, commencing cases which are jointly administered under Case No 03-10945 (MFW), and

WHEREAS, on July 27, 2004, the Court entered an order confirming the Debtors' and Official Committee of Unsecured Creditors' Third Amended and Revised Joint Plan of Reorganization of Fleming Companies, Inc and its Filing Subsidiaries under Chapter 11 of the United States Bankruptcy Code (the "Plan"), which Plan became effective on August 23, 2004, and

WHEREAS, PCT was created pursuant to the Plan to, among other things, prosecute, compromise and otherwise liquidate causes of action stated in the Complaint, and

WHEREAS, on or about August 25, 2003, Defendant filed claim number 6163 as a general unsecured claim in the Bankruptcy Cases in the amount of \$690 09 (the "Claim"), and

WHEREAS, on March 24, 2005, Plaintiff filed in the United States Bankruptcy Court for the District of Delaware a complaint (the "Complaint") against Defendant, styled PCT v Ikon Office Solutions, Inc, Adv Pro No 05-77217; and

WHEREAS, Plaintiff believes that it has valid claims against Defendant for the counts as stated in the Complaint, and Defendant believes that it has valid defenses to Plaintiff's claims, and

WHEREAS, in view of the expense and difficulty in litigating the merits of Plaintiff's claim(s) and Defendant's defenses, the parties have decided to resolve this matter amicably and without further litigation

NOW THEREFORE in consideration of the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows

AGREEMENT

1 Within five (5) days after the execution of this Settlement Agreement by all parties hereto, Defendant shall pay \$500 00 in immediately available funds to Plaintiff in full and final satisfaction of the claims asserted in the Complaint (the "Settlement Amount") Checks should be made payable to "PCT" and mailed to

AlixPartners LLC
Adam Sanderson
2100 McKinney Ave , Suite 800
Dallas, TX 75201

2 Effective upon execution of this Settlement Agreement and in consideration for Plaintiffs' agreement to dismiss the Adversary Action, Defendant irrevocably waives its right to receive any distribution on account of the Claim This Settlement Agreement shall serve as a formal withdrawal of the Claim

3 Effective upon receipt of the Settlement Amount, Plaintiff releases, acquits and forever discharges Defendant and its respective agents from any and all claims, counterclaims, rights, demands, costs, damages, losses, liabilities, attorneys' fees, actions and causes of action whatsoever, whether known or unknown, liquidated, fixed, contingent, material, immaterial, disputed, undisputed, legal or equitable, which Plaintiff now has or hereafter may have against Defendant related to or arising from the causes of action stated in the Complaint

4 Effective upon receipt of the Settlement Amount by Plaintiff, Defendant releases, acquits and forever discharges Plaintiff and its agents from any and all claims, counterclaims, rights, demands, costs, damages, losses, liabilities, attorneys' fees, actions and causes of action whatsoever, whether known or unknown, liquidated, unliquidated, fixed, contingent, material, immaterial, disputed, undisputed, legal or equitable, which Defendant now has or hereafter may have against Plaintiff related to or arising from the causes of action stated in the Complaint

5 Notwithstanding the foregoing, the parties do not release or waive the right to enforce any provision of this Settlement Agreement

6 Defendant agrees that it shall not file any additional proof of claim on account of the Settlement Amount and waives any claim that it may have under 11 U S C § 502(h) arising out of this Settlement Agreement

7 This Settlement Agreement and the documents referred to herein constitute the entire agreement between the parties with regard to the subject matter hereof The Settlement Agreement may not be modified or amended except in writing signed by all signatories hereto or their successors in interest

8 Immediately after receipt of the Settlement Amount by the PCT in immediately available funds and confirmation that such funds have been deposited into the PCT's account, Plaintiff shall cause a Stipulation of Voluntary Dismissal With Prejudice to be executed on its behalf by its counsel and filed with the Bankruptcy Court

9 Defendant shall keep the Settlement Amount confidential and shall not disclose in any form or manner the nature of the Settlement Amount, except as required by law Defendant shall indemnify Plaintiff for any damages incurred by breaching the provisions of this paragraph

10 This Settlement Agreement shall be construed without regard to any presumption or other rule requiring construction against the party causing the document to be drafted Each

party is entering into this Settlement Agreement voluntarily, without duress, with the consultation and advice of its legal counsel (or upon a voluntary waiver of the right to such consultation and advice), and with full understanding of its terms

11 This Settlement Agreement shall be interpreted and construed in accordance with the provisions of the Bankruptcy Code and, where not inconsistent, the laws of the State of Delaware, without regard to the conflict of laws jurisprudence of the State of Delaware


12 Any dispute, action or proceeding arising out of or relating to this Settlement Agreement shall be within the exclusive jurisdiction of the United States Bankruptcy Court for the District of Delaware

13 This Settlement Agreement may be executed in any number of counterparts and such counterparts may, at the option of the executing party, be delivered by telefacsimile, each of which shall be deemed to be an original but all of which shall constitute one and the same document

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound, have caused the Settlement Agreement to be duly executed as set forth below

AGREED TO BY

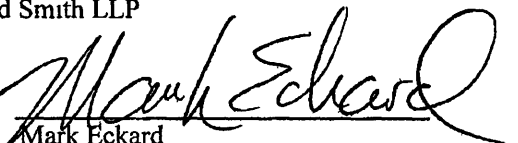
Kirkland & Ellis, LLP

By 

William Grignon, Esq

Attorneys for Plaintiff PCT

Reed Smith LLP

By 

Mark Eckard

Attorneys for Defendant