

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

PROOF OF CLAIM



s128886

Scheduled Claim Ref # 2-F7-10083

YOUR CLAIM IS SCHEDULED AS

UNKNOWN UNSECURED
DISPUTED UNLIQUIDATED

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

0354429440061

WEDDINGTON MARTIN
2142 ALBEMARLE CT N
ROSEVILLE MN 55113

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 **651-489-1560**

CREDITOR TAX ID #
477-09-4193

ACCOUNT OR OTHER NUMBER BY WHICH CREDITOR IDENTIFIES DEBTOR

Check here replaces or amends a previously filed claim dated _____

1 BASIS FOR CLAIM

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

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

2 DATE DEBT WAS INCURRED **DOL 08/01/01**

3 IF COURT JUDGMENT, DATE OBTAINED

4 TOTAL AMOUNT OF CLAIM AS OF PETITION DATE \$ **95,000.00** (unsecured) \$ _____ (secured) \$ _____ (unsecured priority) \$ _____ (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

FILED

AUG 25 2003

BMC

DATE SIGNED **X**
8-18-03

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)

Martin A. Weddington
Martin A. Weddington

Fleming Companies Claim



06344

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

SAFFOLD & BEHRENBRINKER, LLC

Attorneys at Law

331 Ridgewood Avenue
Minneapolis, Minnesota 55403
Telephone 612 871 8750
Facsimile 612 871 9270
www.sblawmn.com

**CERTIFIED MAIL
RETURN RECEIPT REQUESTED**

August 20, 2003

Bankruptcy Management Corporation
P O Box 900
El Segundo, CA 90245-0900

Re. *In re Fleming Companies, Inc*
Name of Creditor Martin O Weddington
Case No . 03-10945

Dear Sir/Madam

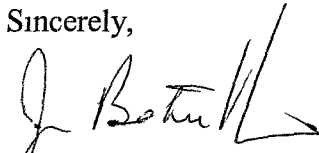
Enclosed please find the following

- 1 A completed and "signed" original Proof of Claim for Martin Weddington, Case No 03-10945, in connection with the bankruptcy of Fleming Companies, Inc ,
- 2 A self-addressed, stamped envelope, and
- 3 One copy of the completed and "signed" original Proof of Claim for Martin Weddington, Case No 03-10945

Please send me an "acknowledgement" of Martin Weddington's claim

If you have any questions, please feel free to contact me This law firm represents Mr Weddington

Sincerely,



James Beherenbrinker

JRB caw

Enclosure

cc Martin Weddington

**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 November 14, 2005, document(s) were appended to Claim Number **6344** for the following reason(s)

- Stipulation signed September 2005
- Proof of Payment
- Change of Address Update
- Notice of Withdrawal of Claim
- Other Docket Number ###

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re)	Chapter 11
)	
FLEMING COMPANIES, INC , <u>et al</u> , ¹⁵)	Case No 03-10945 (MFW)
)	
Debtors)	(Jointly Administered)
)	
)	
)	

STIPULATION BY AND BETWEEN PCT
AND Mr Martin Weddington

This Stipulation is entered into by and among PCT¹⁶ and Martin Weddington (“Claimant”, and together with the PCT, the “Parties”)

RECITALS

A On April 1, 2003, the above-captioned debtors filed their voluntary petitions for relief under chapter 11 of title 11 of the United States Code

B Claimant filed claim number 6344 as an unsecured claim in the amount of \$95,000 00 Claim number 6344 remains pending against the Debtors’ estates

C On July 26, 2004, this Court entered an order confirming the Debtors’ plan of reorganization The plan became effective on August 23, 2004 Pursuant to Article X A of the plan, the PCT has the authority to enter into this Stipulation

¹⁵ The Debtors whose cases remain open are as follows Core-Mark International, Inc , Fleming Companies, Inc , ASI Office Automation, Inc , C/M Products, Inc , Core-Mark Interrelated Companies, Inc , Core-Mark Mid-Continent, Inc , General Acceptance Corporation, Head Distributing Company, Marquise Ventures Company, Inc , and Minter-Weisman Co

¹⁶ The PCT is the trust that was created pursuant to 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”) and the PCT Agreement (as defined in the Plan) for the purposes of carrying out certain provisions of the Plan

D As a result of discussions between the PCT and Creditor, the Parties have agreed to settle Creditor's claims against the PCT as set forth herein

STIPULATION

NOW, THEREFORE, the Parties hereto stipulate and agree as follows

1 In full and final satisfaction of claim number 6344 Claim number 6344 is allowed as a Class 6A general unsecured claim in the amount of \$12,000 00 and shall be satisfied as provided in the Debtors' confirmed plan of reorganization

2 Claimant agrees that upon satisfaction of its claim as set forth in paragraph 1, the PCT, the Debtors and their respective successors and assigns will have satisfied in full all of their obligations to Claimant, including but not limited to those obligations alleged in claim number 6344

3 Claimant agrees that it will not file any additional, amended or supplemental claims, motions or applications seeking payment or property from the PCT, the Debtors, the Debtors' estates, their respective insurance carriers or any of their respective successors Any such claims that are filed shall be deemed immediately expunged This Stipulation shall be a full and final resolution of all claims, motions, requests, and applications, whether or not filed, that Claimant has or could bring against the PCT, its successors or assigns

4 Claimant and its respective successors or assigns hereby release all claims and causes of action which they have or may have, whether known or unknown, against the PCT, the Debtors, the Debtors' estates, their respective insurance carriers or any of their respective successors or assigns, arising out of any matter including, but not limited to, the claims set forth herein, occurring prior to the date hereof To be clear, claimant shall not be permitted to assert or maintain any claim against the Debtors' or PCT's insurance carriers on account of the incidents alleged in proof of claim number 6344, and any insurance claims on account of those

incidents (or any other pre-bankruptcy incidents) that have been asserted as of the date hereof shall be deemed satisfied

5 This Stipulation is not an admission of liability by the PCT, its successors or assigns

6 This Stipulation may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together constitute one and the same instrument The Parties agree that facsimile signatures shall be acceptable and binding as if original signatures

7 This Stipulation shall be binding upon and inure to the benefit of the successors and assigns of any of the Parties hereto, including (without limitation) any chapter 11 or chapter 7 trustee appointed in the chapter 11 case

8 Modifications of this Stipulation may be made only if such modifications are in writing and signed by each of the Parties hereto

9 The Parties hereto represent to each other that they have authority to act in connection with this Stipulation and will be bound by the terms of this Stipulation

10 The Parties hereto hereby expressly consent to the personal and subject matter jurisdiction of the Bankruptcy Court with respect to all matters relating to the interpretation of this Stipulation and any controversy arising with respect thereto The Parties hereto agree that the Bankruptcy Court shall have exclusive jurisdiction to resolve any disputes arising under or related to this Stipulation, and to interpret, implement and enforce the provisions of this Stipulation

11 Each party hereto represents and warrants to the other Parties that this Stipulation was executed freely and voluntarily, that no promises or representations that are not contained in this Stipulation have been made to induce them to execute this Stipulation, that they have not

relied on any promise or representation (except as set forth herein), and that they have conducted their own independent investigation of all matters they deem relevant regarding this Stipulation

12 This Stipulation constitutes the entire agreement between the Parties hereto relating to the subject matter hereof, notwithstanding any previous negotiations or agreements, oral or written, between the Parties hereto with respect to all or any part of the subject matter hereof. All prior or contemporaneous agreements, understandings, representations and statements, oral or written, with respect to all or any part of the subject matter of this Stipulation are superceded by this Stipulation and shall be of no further force or effect.

13 The Parties hereto have each cooperated in drafting this Stipulation. Therefore, in any action or proceeding concerning this Stipulation, the provisions hereof shall be construed against any of the Parties hereto.

14 This Stipulation shall be governed by and construed and enforced under and in accordance with the internal laws of the State of Delaware, without giving effect to the conflicts of laws provisions of such state.

IN WITNESS WHEREOF this Stipulation has been duly executed on behalf of each of
the Parties

Dated 9/1, 2005

PCT, The Post-Confirmation Trust for the
Estate of Fleming Companies, Inc and its
former subsidiaries

By Steve S Eaton

Name Steve S Eaton
Title Authorized Representative

Dated Sept. 13, 2005

Mr Martin Weddington

By Martin O. Weddington