

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

PROOF OF CLAIM



375139
Bar Date Ref #

In re
FLEMING COMPANIES, Inc ET AL

Case Number
03-10945 (MFW)

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.

Name of Creditor and Address

0354653375139

GOODMAN FACTORS LTD
3010 LYNDON B JOHNSON FWY
STE 140
DALLAS TX 75234

- 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.

Creditor Telephone Number ()

CREDITOR TAX ID #
02-0645402

ACCOUNT OR OTHER NUMBER BY WHICH CREDITOR IDENTIFIES DEBTOR
1979 FLEM

Check here replaces or amends a previously filed claim dated *5/21/03*

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 **3 IF COURT JUDGMENT, DATE OBTAINED**

4 TOTAL AMOUNT OF CLAIM AS OF PETITION DATE \$ *628992* \$ _____ \$ *628952*

(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

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
Fleming Companies Claim
 08691

DATE SIGNED
9/5/03

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).
Paul Clements VP

SEP 08 2003
BMC

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

Straight Bill of Lading - Short Form - Original - Non Negotiable				
Customer	Double Play Foods		BOL #	35-2204640
Carrier	...		Truck #	
Shipper	Double Play Foods		Comsignee	FLEMING CONVENIENCE / CORONA
Address	7484 D Candlewood Road		Address	353 MEYER CIRCLE
Address 2	Hanover MD 21076		Address 2	CORONA CA 92879
Contact	Paul Thak		Contact	Candy River TPA HILL TOP
Telephone	410-691-9911		Telephone	919-761-5911
Ship Date	3/5/03		Deliver Date	ASAP PLEASE RE SH PERISHABLE PRODUCT
Plgs	Quantity	Kind of package, description of articles, special marks and exceptions (See Appendix materials form)	Skids	Weight
12				497
OVERLOAD MADE WITH NESTLE ITEM # 951				
PLEASE DO NOT DOUBLE STACK				
PLEASE DELIVER PERISHABLE PRODUCT ASAP				
VENDOR - 07297				
DO NOT DOUBLE STACK VERY EXPENSIVE PRODUCT WILL CRUSH PERISHABLE PRODUCT MUST BE DELIVERED ASAP & BE KEPT AWAY FROM HEAT & DIRECT SUNLIGHT PURCHASE ORDER # 35-2204640				
The property described above is in apparent good order except as noted (contents and condition of contents of packages unknown) marked labeled and are in proper condition for transportation according to the applicable requirements of the department of transportation			Subject to section of the conditions of this shipment is to be delivered in the covered without recourse on the carrier or the consignor of this shipment without payment of freight and all other lawful charges.	
RECEIVED subject to the conditions and tariffs in effect on the date of the issue of this Bill of Lading, the property described above is in apparent good order except as noted (contents and condition of contents of packages unknown) marked, estimated, and delivered as indicated above which said carrier (the word carrier being understood throughout this contract as meaning any person or corporation in possession of the property under the contract) agrees to carry to its usual place of delivery at said destination, if on its route otherwise to deliver to another carrier on the route to said destination. It is mutually agreed as in each carrier of all or any of this property over all or any portion of said route to destination and as to each party, at any time interested in all or any said property that every service to be performed hereunder shall be subject to all the bill of lading terms and conditions in the governing classification on the date of shipment.				
The property described above is received in apparent good order except as noted			Freight Charges are Prepaid Collect Third Party <input checked="" type="checkbox"/>	
For owner initials			(Prepaid if nothing is checked)	



951



156-168527-2

Carrier's liability is limited to the amount of the freight charges unless the shipper has declared a value in excess of the carrier's liability. This shipment is subject to the terms and conditions of the Uniform Straight Bill of Lading as stated in the UMLC (12 pages) file.

Third Party Billing Prepaid -
 CHR LTL
 1400 N Dayton
 Chicago, IL 60622

ROWY
[Signature]
 3/5/03
 12 CTNS ON 15M SKID
 3/4/03

Double Play Foods

500 East 77th Street
 Suite #3525
 New York, NY 10162

(212) 535-4224
 Fax (212) 570-4488

Invoice

DATE

2/28/03

INVOICE NO

734 ✓

BILL TO

Fleming Foods - Kentucky Division
PO Box 4609
Letchfield, KY 42755

SHIP TO:

Fleming Foods - Kentucky Division
1055 Salt River Road
Letchfield, KY 42755

P.O. NUMBER	TERMS	REPRESENTATIVE	SHIP VIA
1290795 000	Net 21	PWB Buntyn Associates	R & L Transport

ITEM NO	DESCRIPTION	CASES	CASE PRICE	TOTAL
951	Overload - made with Nestle Candy Pieces King Size Display Box	20	120.96	2,419 20

TOTAL	2,419 20
--------------	-----------------

NOTICE This account has been sold, assigned and is payable at Dallas, TX to
Goodman Factor, Inc
3010 LBJ Freeway / #140
Dallas, TX 75234

Remittance to other than Goodman Factors, Inc does not constitute payment of this invoice. Factor must be given notification of any claims, agreements or merchandise returns which would affect the payment of all or part of this invoice, on the due date
 PHONE (972) 241-3297 / FAX (972) 241-2508

Feb-28-03 04:34P ANNAPOLIS CHOCOLATE

410 691-9889

P.02

Straight Bill of Lading - Short Form - Original - Non Negotiable				
Customer	Double Play Foods		BOI #	1290795 000
Carrier	NOVEMBER 15 2002 EQUIPMENT		Truck #	
Shipper	Double Play Foods		Consignee	Fleming Foods Kentucky Division
Address	7484 D Carlewold Road		Address	1055 Salt River Road
Address 2	Hannaer MD 21076		Address 2	Lairfield, KY 40355
Name	Paul Huxa		Name	Linda Biner
Phone	301 411-9111		Telephone	502-261-1311
Date	2 28 03		Delivery Date	ASAP PLEASE RUSH PERISHABLE PRODUCT
Qty	Reason	Kind of package, description of articles, special marks and exceptions (list hazardous materials first)	Skids	Weight
30		OVERLOAD MADE WITH NESTLE ITEM 4 951	1	801
		NMFC 39970 CLASS 65		
<p>DO NOT DO! BE FAST! VERY EXPENSIVE PRODUCT WILL CRUSH PLEASE DELIVER ASAP & KEEP AWAY FROM HEAT & DIRECT SUNLIGHT PLEASE ORDER - 141768 PLEASE 270 259-9541 TO SCHEDULE DELIVERY APPOINTMENT RECEIVING HOURS MON - FRI 6AM - 12PM</p>				
<p>The property described above is in apparent good order except as noted (contents and condition of contents of packages unknown) marked damaged and are in proper condition for transportation according to the applicable regulations of the department of transportation</p>		<p>Subject to action of the consignee if this shipment is to be delivered to the consignee without recourse on the carrier, the consignor shall sign this bill of lading. The carrier shall not make delivery of this shipment without payment of freight and all other lawful charges</p>		
<p>DECLARED - Subject to the classifications and tariffs in effect on the date of the issue of this Bill of Lading, the property described above in apparent good order except as noted (contents and condition of contents of packages unknown, marked, consigned and delivered as indicated above which shall govern the weight carrier bears responsibility throughout this contract as consignee or transportation in possession of the property herein the consignor, agrees to carry to the final place of delivery of as shown on the route, otherwise to deliver to another carrier on the route in and destination. It is mutually agreed up to each carrier of all or any of the property at all or any portion of and route to destination and in each party is not time extended in all or any part hereby that each carrier is not responsible hereunder will be subject to all the bill of lading terms and conditions in the applicable classification on the date of shipment.</p>				
<p>The property described above is received in apparent good order except as noted</p>		<p>Freight Charges are</p> <p>Prepaid Collect Thru Part</p> <p>Prepaid if nothing is checked</p>		

48238353 - 2

SHIPPER'S COPY

This shipment subject solely to the terms and conditions of the Uniform Freight Bill of Lading furnished in the NMFC 100 series

Third Party Billing Prepaid
 CHR LTL
 1400 N. Dayton
 Chicago, IL 60622

2-28-03 @SK10
 RFL
 2/10/03

Double Play Foods

Invoice

500 East 77th Street
 Suite #3525
 New York, NY 10162

(212) 535-4224
 Fax (212) 570-4488

DATE

2/28/03

INVOICE NO

735 ✓

BILL TO

Fleming Foods - Marshfield Division
PO Box 490
Marshfield, WI 54449

SHIP TO.

Fleming Foods - Marshfield Divisio
1700 S Laemle Avenue
Marshfield, WI 54449

P.O. NUMBER	TERMS	REPRESENTATIVE	SHIP VIA
50-0057740	Net 21	Evers Heilig, Inc	Wilson Trucking Corp.

ITEM NO	DESCRIPTION	CASES	CASE PRICE	TOTAL
951	Overload - made with Nestle Candy Pieces King Size Display Box	20	120 96	2,419.20

TOTAL 2,419.20

NOTICE This account has been sold, assigned and is payable at Dallas, TX to
Goodman Factor, Inc.
3010 LBJ Freeway / #140
Dallas, TX 75234

Remittance to other than Goodman Factors, Inc does not constitute payment of this invoice. Factor must be given notification of any claims, agreements, or merchandise returns which would affect the payment of all or part of this invoice, on the due date.
 PHONE (972) 241-3297 / FAX (972) 241-2506

FEB-28-03 03:20P ANNAPOLIS CHOCOLATE FROM "DOUBLE PLAY" FOODS TO 14106919889

410 691-9889 at 2/27/03 9 06 PM Page 1 of 1 P.04 001/001

Straight Bill of Lading - Short Form - Original - Non Negotiable

Customer	Double Play Foods	BOL #	50-0057740
Carrier	Wilson Trucking Corp	Truck #	
Shipper	Double Play Foods	Consignee	Fleming - Marshfield Division
Address	484 D Candlewood Road	Address	100 S Lacme Avenue
Address 2	Hanover MD 21076	Address 2	Marshfield WI 54449
Contact	Phil Truck	Contact	J D BYR
Telephone	410 21011	Telephone	715 545191
Ship Date	2/28/03	Deliver to	ASAP PLEASE HUSH

Qty	Remark	Kind of package description of articles special marks and exceptions (list hazardous materials first)	Skids	Weight
20		OVERLOAD MADE WITH NESTLE ITEM # 951	1	760
		PLEASE DO NOT DOUBLE STACK		

DO NOT DOUBLE STACK VERY EXPENSIVE PRODUCT WILL CRUSH PERISHABLE PRODUCT MUST DELIVER ASAP & BE KEPT IN A COOL HEAT & DIRECT SUNLIGHT PURCHASE ORDER = 50-0057740 BILL TO DOUBLE PLAY FOODS 500 FORTTH STREET - 1915 NEW YORK NY 10162

The property described above is in apparent good order except as noted (weight and condition of contents of packages unknown) marked, numbered and destined as indicated above which said carrier (the vessel carrier being understood therefrom) this contract as evidence any person or corporation in possession of the property under the contract agrees to carry to its usual place of delivery at said destination (if on its route) otherwise to deliver to another carrier on the route to said destination. It is mutually agreed as to each carrier of all or any of said property over all or any portion of said route to destination and as to each part at any time hereafter in all or any said property that every service to be performed hereunder shall be subject to all the bill of lading terms and conditions in the governing effectuation on the date of shipment.

Subject to section 4 of the applicable law's agreement to be delivered to the consignee without recourse on the condition the consignee shall settle the following amount. The carrier shall not make delivery of this shipment without payment of freight and all other lawful charges.

RECEIVED subject to the provisions and terms in effect on the date of the issue of this Bill of Lading, the property described above in apparent good order, except as noted (weight and condition of contents of packages unknown) marked, numbered and destined as indicated above which said carrier (the vessel carrier being understood therefrom) this contract as evidence any person or corporation in possession of the property under the contract agrees to carry to its usual place of delivery at said destination (if on its route) otherwise to deliver to another carrier on the route to said destination. It is mutually agreed as to each carrier of all or any of said property over all or any portion of said route to destination and as to each part at any time hereafter in all or any said property that every service to be performed hereunder shall be subject to all the bill of lading terms and conditions in the governing effectuation on the date of shipment.

The property described above is received in apparent good order except as noted
 WTVA R-746154UP 2/28/03

Freight Charges are
 Prepaid Collect Third Party X
 (Prepaid if nothing is checked)

