



UNITED STATES BANKRUPTCY COURT For the District of Delaware	PROOF OF CLAIM
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In re Fleming Companies, Inc., et al. Case Number 03-10945

NOTE This claim 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.

Creditor Name (Person or entity debtor owes) <u>Foodland Super Market, Limited</u>	<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 type="checkbox"/> Check box if the address differs from the address on the envelope sent to you by the court.
Address Line 1 <u>3536 Harding Ave.</u>	
Address Line 2 	
Address Line 3 	
City, ST ZIP <u>Honolulu, Hawaii 96816</u>	

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ACCOUNT OR OTHER NUMBER BY WHICH CREDITOR IDENTIFIES DEBTOR _____

Check here if this claim replaces or amends a previously filed claim dated _____.

1 BASIS FOR CLAIM <input type="checkbox"/> Goods sold <input type="checkbox"/> Personal injury/wrongful death <input type="checkbox"/> Retiree benefits as defined in 11 U.S.C. § 1114(a) <input type="checkbox"/> Services performed <input type="checkbox"/> Taxes <input type="checkbox"/> Wages, salaries, and compensation (Fill out below) <input type="checkbox"/> Money loaned <input checked="" type="checkbox"/> Other (Describe Briefly) <u>See attached Exhibit "A"</u> Your social security No _____ Unpaid compensation for services performed from _____ to _____ (date)	2 Date Debt Incurred (MMDDYY) _____
3 If Court Judgment, Date Obtained _____	

4 CLASSIFICATION OF CLAIM. Under the Bankruptcy Code all claims are classified as one or more of the following: (1) Unsecured nonpriority, (2) Unsecured Priority, (3) Secured. It is possible for part of a claim to be in one category and part in another. CHECK THE APPROPRIATE BOX OR BOXES that best describe your claim and STATE THE AMOUNT OF THIS CLAIM AT TIME CASE FILED.

<input type="checkbox"/> SECURED CLAIM Attach evidence of perfection of security interest. Brief Description of Collateral: <input type="checkbox"/> Real Estate <input type="checkbox"/> Motor Vehicle <input type="checkbox"/> Other (Describe briefly) Amount of arrearage and other charges at time case filed included in secured claim above, if any \$ _____	<input type="checkbox"/> UNSECURED PRIORITY CLAIM - Specify the priority of the claim. <input type="checkbox"/> Wages, salaries, or commissions (up to \$4,650), earned not more than 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 \$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) <input type="checkbox"/> Taxes or penalties of governmental units - 11 U.S.C. § 507(a)(7) <input type="checkbox"/> Other - Specify applicable paragraph of 11 U.S.C. § 507(a) _____
<input checked="" type="checkbox"/> UNSECURED NONPRIORITY CLAIM A claim is unsecured if there is no collateral or lien on property of the debtor securing the claim or to the extent that the value of such property is less than the amount of the claim.	

5 AMOUNT OF CLAIM AT TIME CASE FILED in excess of \$79,505.48

(Secured)	(Unsecured Nonpriority)	(Unsecured Priority)

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

6 CREDITS AND SETOFFS The amount of all payments on this claim has been credited and deducted for the purpose of making this proof of claim. In filing this claim, claimant has deducted all amounts that claimant owes to debtor.

7 SUPPORTING DOCUMENTS Attach copies of supporting documents, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, court judgments or evidence of security interests. If the documents are not available, explain. If the documents are voluminous, attach a summary.

8 TIME STAMPED COPY To receive an acknowledgment of the filing of your claim enclosed a stamped, self-addressed envelope and copy of this proof of claim.

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SEP 10 2003

BMC

Fleming Companies Claim

09726

Date 9/9/03

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)
Roger J. Wall
 Executive Vice President

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



EXHIBIT "A" to Proof of Claim

Proctor & Gamble Business Development Fund	\$19,124 48
Meat Accrual	13,533 00
Cigarette Accrual	8,833 00
Volume Rebate Program	38,015 00
Berry Freight Control System	<u>(has not yet been ascertained)</u>
Total	In excess of \$79,505 48

Proctor & Gamble Business Development Fund (\$ 19,124 48) - Prior to the commencement of the bankruptcy case, Proctor & Gamble, the Debtor, and Foodland had an arrangement whereby Proctor & Gamble paid the Debtor, on Foodland's behalf, funds to support certain promotion and advertising programs (the "Business Development Fund"), and the Debtor would then pay Foodland the amounts collected from Proctor & Gamble. Due to the bankruptcy proceeding, the Debtor has refused to release such funds to Foodland in an amount totaling \$ 19,124 48.

Meat Accrual (\$13,533 00) - Prior to the commencement of the bankruptcy case, Foodland ordered various meat products through the Debtor. The Debtor collected from Foodland additional amounts, which were used to purchase meat products and pay for certain promotional programs. Periodically, the Debtor paid back excess funds to Foodland. Foodland is owed \$13,533 00 from this accrual.

Cigarette Accrual (\$8,833 00) - Prior to the commencement of the bankruptcy case, Foodland ordered various cigarette products through the Debtor. The Debtor collected from Foodland additional amounts, which were used to purchase cigarettes and pay for certain promotional programs. Periodically, the Debtor paid back excess funds to Foodland. Foodland is owed \$8,833 00 from this accrual.

Volume Rebate Program (\$38,015 00) - Under the terms of the Debtor's FlexMate Marketing Plan, last updated on May 30, 2003, Foodland is entitled to an annual volume rebate, payable quarterly. A true and correct copy of the plan is attached hereto as Exhibit "A-1". Foodland is owed \$38,015 00 from the Debtor pursuant to this program.

Berry Freight Control System (amount has not been ascertained) - On or about August 13, 2003, Hawaii counsel for Foodland received a letter from counsel for Wayne Berry, a purported software developer, which alleged that the program which Mr. Berry developed is being used by the Debtor to bill Foodland on a weekly basis, and that the Debtor is facilitating Foodland's store deliveries using the Berry Freight Control System. The letter further alleges that "as a vicarious infringer, Foodland's liability for Fleming's unauthorized use of the software is as if Foodland were a direct infringer" and "that Foodland, by allowing Fleming to operate as its logistics provider is engaged in copyright infringement[.]" A true and correct copy of the letter is attached hereto as Exhibit "A-2". To the extent Foodland is liable for any claim respecting the use of the software described above, Foodland asserts a claim against the Debtor for the amount of the liability.

EXHIBIT "A-1"

Attachment A
Fleming FlexMate® Marketing Plan
Hawaii Product Supply Center
effective 03/15/02
for Foodland
(continued)

Annual Rebate Plan

An Annual Volume Rebate will be paid by Department (Grocery & HBC, Produce, Meat, Frozen, Dairy and Bakery/ Deli) to all qualified affiliated retailers based upon their annual purchases. "Total Purchases" by Department will determine the appropriate rebate bracket and the rebate percentage to be applied to "Qualified Purchases". The rebate amount will be adjusted using the Total Purchases Adjustment. The Rebate will be paid by check after the end of the Product Supply Center's fiscal year. The retailer may elect to receive quarterly payments under this program with year-to-date amounts annualized each fiscal quarter. The 4th quarter fiscal payment will be adjusted to reflect the actual sales volume achieved. Sales for the partial first year from the above effective date will be annualized to compute the rebate %. This % will then be applied to the actual Qualified Purchases for the partial first year.

"Total Purchases" includes all warehouse purchases (including fees), drop shipments, bill-throughs, spices, supplies, contingents, store development, cigarettes and ice from each Fleming defined department.

"Qualified Purchases" includes only warehouse purchases (excluding cigarettes), less fees from the following departments:

Grocery GM/HBC Frozen Food Dairy Produce Meat Bakery/Deli

Qualifications for Participation

The Teamwork Rebate Plan is available (on a store by store basis) to every Retailer who satisfies all of the following conditions:

- 1 Owns and continues to own more than one-half interest in one or more stores. The Retailer's stores covered by the Volume Rebate Program must average \$50,000 per week in transfers from current the PSC.
- 2 Maintains annual purchases of \$50,000,000 or more for the stores during the full current fiscal quarter.
- 3 Pays weekly statements from the PSC by wire transfer or EFT on the second banking day following the weekly statement issue date and is in good standing at the end of the PSC's fiscal quarter.
- 4 Has placed orders on time, according to the agreed Master Order Schedule.
- 5 Follows the PSC's retail store credit memo policy completely.
- 6 Purchases product from the PSC under the Fleming FlexMate Marketing Plan.

Attachment A
Fleming FlexMate® Marketing Plan
Hawaii Product Supply Center
effective 03/15/02
for Foodland
(continued)

Annual Rebate Plan (continued)

Total Purchase Adjustment

The following table shows the percent of the calculated Departmental Rebate amount that will be paid based upon the combined annualized Total Purchases across all departments

Annual Purchases	Adj %	Annual Purchases	Adj %	Annual Purchases	Adj %
\$50,000,000	60 00%	\$69,000,000	79 00%	\$88,000,000	98 00%
\$51,000,000	61 00%	\$70,000,000	80 00%	\$89,000,000	99 00%
\$52,000,000	62 00%	\$71,000,000	81 00%	\$90,000,000	100 00%
\$53,000,000	63 00%	\$72,000,000	82 00%	\$91,000,000	102 00%
\$54,000,000	64 00%	\$73,000,000	83 00%	\$92,000,000	104 00%
\$55,000,000	65 00%	\$74,000,000	84 00%	\$93,000,000	106 00%
\$56,000,000	66 00%	\$75,000,000	85 00%	\$94,000,000	108 00%
\$57,000,000	67 00%	\$76,000,000	86 00%	\$95,000,000	110 00%
\$58,000,000	68 00%	\$77,000,000	87 00%	\$96,000,000	112 00%
\$59,000,000	69 00%	\$78,000,000	88 00%	\$97,000,000	114 00%
\$60,000,000	70 00%	\$79,000,000	89 00%	\$98,000,000	116 00%
\$61,000,000	71 00%	\$80,000,000	90 00%	\$99,000,000	118 00%
\$62,000,000	72 00%	\$81,000,000	91 00%	\$100,000,000	120 00%
\$63,000,000	73 00%	\$82,000,000	92 00%	\$101,000,000	122 00%
\$64,000,000	74 00%	\$83,000,000	93 00%	\$102,000,000	124 00%
\$65,000,000	75 00%	\$84,000,000	94 00%	\$103,000,000	126 00%
\$66,000,000	76 00%	\$85,000,000	95 00%	\$104,000,000	128 00%
\$67,000,000	77 00%	\$86,000,000	96 00%	\$105,000,000	130 00%
\$68,000,000	78 00%	\$87,000,000	97 00%		

Grocery and HBC Rebate Payment Rates (before volume adjustment)

Annual Total Dept. Purchases	Annual Base Rebate Amount	Incremental Rebate Rate paid on + "Qualified Purchases"	In excess of
\$0 - \$13,000,000	\$0	0 00%	\$0
\$13,000,001 - \$26,000,000	\$0	0 25%	\$13,000,000
\$26,000,001 - \$39,000,000	\$32,500	0 50%	\$26,000,000
\$39,000,001 - \$52,000,000	\$97,500	0 70%	\$39,000,000
\$52,000,001 - \$65,000,000	\$188,500	0 90%	\$52,000,000
\$65,000,001 - over	\$305,500	1 00%	\$65,000,000

Produce Rebate Payment Rates

Annual Total Dept. Purchases	Annual Base Rebate Amount	Incremental Rebate Rate paid on + "Qualified Purchases"	In excess of
\$0 - \$3,640,000	\$0	0 00%	\$0
\$3,640,001 - \$7,280,000	\$0	0 50%	\$3,640,000
\$7,280,001 - \$10,920,000	\$18,200	0 90%	\$7,280,000
\$10,920,001 - \$14,560,000	\$50,960	1 20%	\$10,920,000
\$14,560,001 - \$18,200,000	\$94,640	1 40%	\$14,560,000
\$18,200,001 - over	\$145,600	1 90%	\$18,200,000

Attachment A
Fleming FlexMateSM Marketing Plan
Hawai Product Supply Center
 effective 03/15/02
 for Foodland
 (continued)

Annual Rebate Plan (continued)

Meat Rebate Payment Rates (before volume adjustment)

Annual Total Dept. Purchases	Annual Base Rebate Amount	Incremental Rebate Rate paid on + "Qualified Purchases"	In excess of
\$0 - \$4,940,000	\$0	0 00%	\$0
\$4,940,001 - \$9,880,000	\$0	0 15%	\$4,940,000
\$9,880,001 - \$14,820,000	\$7,410	0 25%	\$9,880,000
\$14,820,001 - \$19,760,000	\$19,760	0 35%	\$14,820,000
\$19,760,001 - \$24,700,000	\$37,050	0 45%	\$19,760,000
\$24,700,001 - over	\$59,280	0 50%	\$24,700,000

Bakery/Deli Rebate Payment Rates (before volume adjustment)

Annual Total Dept. Purchases	Annual Base Rebate Amount	Incremental Rebate Rate paid on + "Qualified Purchases"	In excess of
\$0 - \$1,300,000	\$0	0 00%	\$0
\$1,300,001 - \$2,600,000	\$0	0 35%	\$1,300,000
\$2,600,001 - \$3,900,000	\$4,550	0 65%	\$2,600,000
\$3,900,001 - \$5,200,000	\$13,000	0 90%	\$3,900,000
\$5,200,001 - \$6,500,000	\$24,700	1 10%	\$5,200,000
\$6,500,001 - over	\$39,000	1 25%	\$6,500,000

Frozen Rebate Payment Rates (before volume adjustment)

Annual Total Dept. Purchases	Annual Base Rebate Amount	Incremental Rebate Rate paid on + "Qualified Purchases"	In excess of
\$0 - \$1,300,000	\$0	0 00%	\$0
\$1,300,001 - \$2,600,000	\$0	0 35%	\$1,300,000
\$2,600,001 - \$3,900,000	\$4,550	0 65%	\$2,600,000
\$3,900,001 - \$5,200,000	\$13,000	0 90%	\$3,900,000
\$5,200,001 - \$6,500,000	\$24,700	1 10%	\$5,200,000
\$6,500,001 - over	\$39,000	1 25%	\$6,500,000

Dairy Rebate Payment Rates (before volume adjustment)

Annual Total Dept. Purchases	Annual Base Rebate Amount	Incremental Rebate Rate paid on + "Qualified Purchases"	In excess of
\$0 - \$1,820,000	\$0	0 00%	\$0
\$1,820,001 - \$3,640,000	\$0	0 35%	\$1,820,000
\$3,640,001 - \$5,460,000	\$6,370	0 65%	\$3,640,000
\$5,460,001 - \$7,280,000	\$18,200	0 90%	\$5,460,000
\$7,280,001 - \$9,100,000	\$34,580	1 10%	\$7,280,000
\$9,100,001 - over	\$54,600	1 25%	\$9,100,000

The Annual Base Rebate Amount (in the above tables) is not the amount paid, it is an example for the purposes of the computation. The brackets on the above tables are used to calculate an effective rate based on the amount of total purchases. This effective rate is then applied to qualified purchases to obtain the rebate amount payable.

EXHIBIT "A-2"

LYNCH ICHIDA THOMPSON KIM & HIROTA

A LAW CORPORATION

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Counsel
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August 13, 2003

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Chun Kerr Dodd Beaman & Wong, LLLC
Topa Financial Tower
745 Fort Street, 8th Floor
Honolulu, Hawaii 96813

Via Fax No. 536-5869

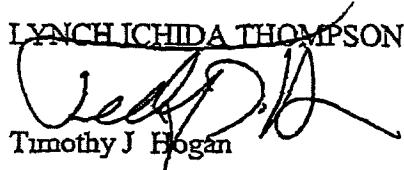
Re: **Berry v. HEX, Civ. No. CV 03-00385 SOM LEK,
in the United States District Court for the District of Hawaii**

Dear Mr Chun

Thank you for your letter dated August 11, 2003. I have enclosed two pages from a report produced by a purported forensic software company, Guidance Software, Inc, that demonstrates that the Berry system is being used to bill Foodland on a weekly basis. We understand that the "Foods" system does the normal billing regarding the food purchases for Foodland. We are informed and believe that Fleming is facilitating Foodland's store deliveries using the Berry Freight Control System. It is our view that, as a vicarious infringer, Foodland's liability for Fleming's unauthorized use of the software is as if Foodland were a direct infringer. We respectfully believe that Foodland, by allowing Fleming to operate as its logistics provider is engaged in copyright infringement and we intend to take action immediately to protect Mr Berry's rights.

Very truly yours,

LYNCH ICHIDA THOMPSON KIM & HIROTA



Timothy J. Hogan

TJH ilk
Enclosures
cc Mr Wayne Berry

FLEMING COMPANIES INC CUSTOMER STATEMENT.xls	xls	07/06/03 11 08 10PM	07/06/03 11 08 10PM	04/01/03 12 54 50PM	User Files\JackieR\Internet\FLEMING COMPANIES INC CUSTOMER STATEMENT.xls
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Kazi Air Invoices.xls	xls	04/03/03 12 55 35PM	11/22/02 10 08 44AM	02/06/03 11 37 14AM	User Files\JackieR\Kazi Air Invoices.xls
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Foodland 2002 Year End Account Clearing.xls	xls	02/17/03 07 19 33AM	02/14/03 03 45 26PM	02/14/03 03 49 42PM	User Files\JackieR\KMARKT and Foodland Weekly Billing\Foodland 2002 Year End Account Clearing.xls
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Foodland Billing Week Ending 050903.xls	xls	06/13/03 04 13 52PM	05/12/03 09 16 50AM	05/12/03 09 21 26AM	User Files\JackieR\KMART and Foodland Weekly Billing\Foodland Billing Week Ending 050903.xls
Foodland Billing Week Ending 051603.xls	xls	05/19/03 09 09 57AM	05/19/03 09 08 47AM	05/19/03 09 09 57AM	User Files\JackieR\KMART and Foodland Weekly Billing\Foodland Billing Week Ending 051603.xls
Foodland Billing Week Ending 052303.xls	xls	05/27/03 09 01 17AM	05/23/03 04 21 16PM	05/27/03 07 58 09AM	User Files\JackieR\KMART and Foodland Weekly Billing\Foodland Billing Week Ending 052303.xls
Foodland Billing Week Ending 053003.xls	xls	06/09/03 08 24 09AM	05/30/03 04 27 58PM	06/09/03 08 24 09AM	User Files\JackieR\KMART and Foodland Weekly Billing\Foodland Billing Week Ending 053003.xls
Foodland Billing Week Ending 060603.xls	xls	06/13/03 05 05 10PM	06/11/03 03 51 53PM	06/11/03 03 51 53PM	User Files\JackieR\KMART and Foodland Weekly Billing\Foodland Billing Week Ending 060603.xls
Foodland Billing Week Ending 061303.xls	xls	06/20/03 04 23 09PM	06/13/03 05 08 42PM	06/16/03 09 33 18AM	User Files\JackieR\KMART and Foodland Weekly Billing\Foodland Billing Week Ending 061303.xls
Foodland Billing Week Ending 062003.xls	xls	06/23/03 09 09 23AM	06/20/03 05 12 22PM	06/23/03 09 09 23AM	User Files\JackieR\KMART and Foodland Weekly Billing\Foodland Billing Week Ending 062003.xls
Foodland SIT.xls	xls	06/13/03 11 39 34AM	03/07/03 09 30 47AM	03/12/03 03 25 48PM	User Files\JackieR\KMART and Foodland Weekly Billing\Foodland SIT.xls
KMART Billing Week Ending 011703.xls	xls	05/21/03 10 16 08AM	01/17/03 03 12 33PM	05/21/03 10 16 08AM	User Files\JackieR\KMART and Foodland Weekly Billing\KMART Billing Week Ending 011703.xls
KMART Billing Week Ending 020703.xls	xls	05/21/03 10 25 43AM	02/07/03 03 49 34PM	02/10/03 08 06 34AM	User Files\JackieR\KMART and Foodland Weekly Billing\KMART Billing Week Ending 020703.xls
KMART Billing Week Ending 021403.xls	xls	05/21/03 10 26 08AM	02/14/03 04 00 52PM	02/17/03 07 45 00AM	User Files\JackieR\KMART and Foodland Weekly Billing\KMART Billing Week Ending 021403.xls
KMART Billing Week Ending 022103.xls	xls	06/28/03 02 38 39PM	02/21/03 04 00 59PM	02/24/03 07 23 56AM	User Files\JackieR\KMART and Foodland Weekly Billing\KMART Billing Week Ending 022103.xls
KMART Billing Week Ending 022803.xls	xls	05/21/03 10 26 08AM	02/28/03 01 18 56PM	03/03/03 07 05 06AM	User Files\JackieR\KMART and Foodland Weekly Billing\KMART Billing Week Ending 022803.xls
KMART Billing Week Ending 030703.xls	xls	07/01/03 11 30 31AM	03/10/03 07 13 14AM	03/10/03 08 00 26AM	User Files\JackieR\KMART and Foodland Weekly Billing\KMART Billing Week Ending 030703.xls