

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE NORTHERN DISTRICT OF TEXAS
FORT WORTH DIVISION

In re:	§	
	§	Chapter 11
	§	
PILGRIM'S PRIDE CORPORATION, <i>et al.</i> ,	§	Case No. 08-45664 (DML)
	§	
	§	
Debtors.	§	JOINT LY ADMINISTERED
	§	
	§	

**NOTICE OF COMPLIANCE BY TROUW NUTRITION USA, LLC
WITH 503(b)(9) PROCEDURES ORDER**

PLEASE TAKE NOTICE that on March 3, 2009, in compliance with the Court's Order dated December 31, 2008, Establishing and Implementing Exclusive and Global Procedures for Submitting and Resolving Claims Relating to Goods Received within Twenty Days Prior to the Commencement Date,(the "503(b)(9) Procedures Order") [Docket No. 412], TROUW NUTRITION USA, LLC ("Trouw") provided the information required by the terms of the Order to the parties specified therein. A copy of Trouw's Request for Payment of Administrative Claim Pursuant to 11 U.S.C. §503(b)(9), without exhibits, is attached hereto as Exhibit "A".

Dated: March 3, 2009

TROUW NUTRITION USA, LLC
By: BORGES & ASSOCIATES, LLC
Counsel to Trouw Nutrition International

By: s/ Wanda Borges
Wanda Borges
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CERTIFICATE OF SERVICE

The undersigned hereby certifies that on March 3, 2009 a true and correct copy of the foregoing Notice of Compliance by Trow Nutrition USA, LLC with the 503(b)(9) Procedures Order has been served via electronic mail to those identified on the CM/ECF system for this case.

s/ Wanda Borges
WANDA BORGES

EXHIBIT “A”

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RICHARD V. RAPPAPORT

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CHRISTINE J. HANSEN

March 3, 2009

Via overnight courier – and email

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El Segundo, CA 90245

310-823-9000

RE: Request for Payment of Administrative Claim

In re: Pilgrim's Pride Corporation, et al., Case No. 08-45664

Gentlemen:

This firm represents Trouw Nutrition USA, LLC, ("Trouw") a creditor in the above chapter 11 proceeding.

In accordance with the Court's Order entered December 31, 2008, establishing exclusive and global procedures for submitting and resolving claims pursuant to Section 503(b)(9) of the Bankruptcy Code (the "503(b)(9) Procedures Order"), Trouw submits the following:

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Pilgrim's Pride and Trouw have a long-standing business relationship. Prior to December 1, 1008 (the "Petition Date"), Trouw sold to Pilgrim's Pride in the ordinary course of Pilgrim's Pride's business, various Feed Ingredients (the "Goods"). Certain of the Goods sold by Trouw to Pilgrim's Pride were received by Pilgrim's Pride within twenty (20) days of the Petition Date.

Pilgrim's Pride has designated Trouw as a critical vendor in accordance with the Court's order granting the Debtor's motion establishing procedures for the payment of critical vendors (the "Critical Vendor Payment Procedures Order"). Trouw has received payment in the sum of \$500,896.00 for a portion of the Goods and continues to supply goods to Pilgrim's Pride. However, the Critical Vendor Payment Procedures Order leaves open the possibility that the Court may determine that any payment by the Debtors of a critical vendor claim was not properly authorized, in which event that amount paid to the critical vendor shall be deemed to have been a payment of such critical vendor's then outstanding postpetition claims without further order of the Court.

Because Pilgrim's Pride has paid Trouw on the premise that it is a critical vendor, Trouw anticipates that Pilgrim's Pride will support and defend its critical vendor claim and payment thereof. However, in the unlikely event it is determined that the payment made to Trouw under the Critical Vendor Payment Procedures Order was not properly authorized, and in order to preserve its administrative expense claim pursuant to Section 503(b)(9), Trouw submits the following:

Specific Information Required by the 503(b)(9) Procedures Order

1. Trouw asserts it is entitled to an administrative claim in the amount of \$564,508 under §503(b)(9) of the Bankruptcy Code. Exhibit "A" annexed hereto is a Statement of Account reflecting all unpaid invoices owed to Trouw by Pilgrim's Pride as of the Petition Date. Included therein is the listing of the invoices for the Goods received by Pilgrim's Pride within twenty (20) calendar days of the Petition Date which have a value of \$564,508. These are shown on the annexed Statement of Account as all invoices dated on and after 11/12/08. Nevertheless, Trouw has been advised by Pilgrim's Pride that Trouw is only entitled to the sum of \$500,896.00 as Trouw's 503(b)(9) claim. As stated above, Trouw has received payment of \$500,896.00 from Pilgrim's Pride as a Critical Vendor.

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2. Exhibit "B" annexed hereto contains copies of the invoices together with copies of the related delivery receipts for the Goods totaling \$500,896.00. The dates of the delivery of the goods are delineated clearly on the delivery receipt and/or bill of lading. Exhibit "C" annexed hereto is the letter received by Trouw on December 12, 2008 wherein Pilgrim's Pride estimates the 503(b)(9) claim of Trouw to be the sum of \$500,896.00.

3. The value of the Goods does not represent a combination of services and goods, but relates solely to the provision of goods. Trouw provided only goods.

4. As noted above, Trouw has been paid for a portion of the Goods as a critical vendor, and is not requesting payment for such Goods unless it is determined that the payment made to Trouw under the Critical Vendor Payment Procedures Order was not properly authorized. Trouw received payment as a critical vendor of \$500,896.00. Such amount represents payment for invoice numbers, 008008147, 008008317, 008008318, 008008428, 008008429, 008008431, 008008432, 008008433, 008008434, 008008435, 008008436, 008008470, 008008608, 008008609, 008008610, 008008611, 008008628, and 008008629.

5. Trouw has filed a reclamation demand (the "Reclamation Claim") covering the Goods. A copy of the Reclamation Demand and all of the invoices covering the good sought to be reclaimed are attached as Exhibit "A" to TROUW NUTRITION USA, LLC'S RESPONSE TO DEBTORS' OMNIBUS OBJECTION TO RECLAMATION CLAIMS [Docket No. 770]. This claim is duplicative in part of the Reclamation Claim to the extent that both include the value of goods received within twenty (20) calendar days of the Petition Date.)

6. All of the Goods were sold and shipped to Pilgrim's Pride Corporation. The invoices and delivery receipts/bills of lading annexed hereto as Exhibit "B" identify the specific locations to which the Goods were shipped. Generally, the shipping terms are "Carriage Insurance Paid".

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7. Trouw does not intend and hereby does not waive any rights it may otherwise assert against Pilgrim's Pride with respect to the Goods, nor with respect to any other rights and/or remedies it may have against Pilgrim's Pride.

Kindly direct any questions or comments to the undersigned.

Sincerely,


WANDA BORGES