


UNITED STATES BANKRUPTCY COURT District of Delaware		PROOF OF CLAIM
Name of Debtor: Associated Wholesalers, Inc.	Case Number: 14-12092	<div style="border: 2px solid black; padding: 10px; margin: 0 auto; width: 150px;"> FILED / RECEIVED SEP 15 2014 EPIQ BANKRUPTCY SOLUTIONS, LLC </div>
NOTE: Do not use this form to make a claim for an administrative expense that arises after the bankruptcy filing. You may file a request for payment of an administrative expense according to 11 U.S.C. § 503.		
Name of Creditor (the person or other entity to whom the debtor owes money or property): Coty US LLC		
Name and address where notices should be sent: Coty US LLC Attn: Pam Gunter, Credit Manager 1400 Broadway Rd Sanford, NC 27332		COURT USE ONLY <input type="checkbox"/> Check this box if this claim amends a previously filed claim. Court Claim Number: _____ <i>(If known)</i> Filed on: _____
Telephone number: (919) 895-5383 email: pam_gunter@cotyinc.com		
Name and address where payment should be sent (if different from above): Coty US LLC 75 Remittance Drive Suite 6435 Chicago, IL 60675-6435		<input type="checkbox"/> Check this box if you are aware that anyone else has filed a proof of claim relating to this claim. Attach copy of statement giving particulars. Filed: USBC - District of Delaware AWI Delaware, Inc, Et Al. 14-12092 (KJC) 0000000005
Telephone number: (919) 895-5383 email: pam_gunter@cotyinc.com		
1. Amount of Claim as of Date Case Filed: \$ <u>162.72</u>		
If all or part of the claim is secured, complete item 4.		
If all or part of the claim is entitled to priority, complete item 5.		
<input type="checkbox"/> Check this box if the claim includes interest or other charges in addition to the principal amount of the claim. Attach a statement that itemizes interest or charges.		
2. Basis for Claim: <u>Goods Sold</u> (See instruction #2)		
3. Last four digits of any number by which creditor identifies debtor: 0 8 1 6	3a. Debtor may have scheduled account as: _____ (See instruction #3a)	3b. Uniform Claim Identifier (optional): _____ (See instruction #3b)
4. Secured Claim (See instruction #4) Check the appropriate box if the claim is secured by a lien on property or a right of setoff, attach required redacted documents, and provide the requested information.		Amount of arrearage and other charges, as of the time case was filed, included in secured claim, if any: \$ _____ Basis for perfection: _____ Amount of Secured Claim: \$ _____ Amount Unsecured: \$ <u>162.72</u>
Nature of property or right of setoff: <input type="checkbox"/> Real Estate <input type="checkbox"/> Motor Vehicle <input type="checkbox"/> Other Describe: _____		
Value of Property: \$ _____		
Annual Interest Rate _____ % <input type="checkbox"/> Fixed or <input type="checkbox"/> Variable (when case was filed)		
5. Amount of Claim Entitled to Priority under 11 U.S.C. § 507 (a). If any part of the claim falls into one of the following categories, check the box specifying the priority and state the amount.		
<input type="checkbox"/> Domestic support obligations under 11 U.S.C. § 507 (a)(1)(A) or (a)(1)(B). <input type="checkbox"/> Up to \$2,775* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use – 11 U.S.C. § 507 (a)(7).	<input type="checkbox"/> Wages, salaries, or commissions (up to \$12,475*) earned within 180 days before the case was filed or the debtor's business ceased, whichever is earlier – 11 U.S.C. § 507 (a)(4). <input type="checkbox"/> Taxes or penalties owed to governmental units – 11 U.S.C. § 507 (a)(8).	<input type="checkbox"/> Contributions to an employee benefit plan – 11 U.S.C. § 507 (a)(5). <input type="checkbox"/> Other – Specify applicable paragraph of 11 U.S.C. § 507 (a)(____). Amount entitled to priority: \$ _____
*Amounts are subject to adjustment on 4/01/16 and every 3 years thereafter with respect to cases commenced on or after the date of adjustment.		
6. Credits. The amount of all payments on this claim has been credited for the purpose of making this proof of claim. (See instruction #6)		

7. Documents: Attached are **redacted** copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, security agreements, or, in the case of a claim based on an open-end or revolving consumer credit agreement, a statement providing the information required by FRBP 3001(c)(3)(A). If the claim is secured, box 4 has been completed, and **redacted** copies of documents providing evidence of perfection of a security interest are attached. If the claim is secured by the debtor's principal residence, the Mortgage Proof of Claim Attachment is being filed with this claim. (See instruction #7, and the definition of "redacted".)

DO NOT SEND ORIGINAL DOCUMENTS. ATTACHED DOCUMENTS MAY BE DESTROYED AFTER SCANNING.

If the documents are not available, please explain:

8. Signature: (See instruction #8)

Check the appropriate box.

- ☐ I am the creditor. ☒ I am the creditor's authorized agent. ☐ I am the trustee, or the debtor, or their authorized agent. ☐ I am a guarantor, surety, indorser, or other codebtor. (See Bankruptcy Rule 3005.)
(See Bankruptcy Rule 3004.)

I declare under penalty of perjury that the information provided in this claim is true and correct to the best of my knowledge, information, and reasonable belief.

Print Name: Pam Gunter
Title: Credit Manager
Company: Coty US LLC
Address and telephone number (if different from notice address above):

Telephone number: _____ email: _____

Pam Gunter
(Signature)

9-9-14
(Date)

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.

INSTRUCTIONS FOR PROOF OF CLAIM FORM

The instructions and definitions below are general explanations of the law. In certain circumstances, such as bankruptcy cases not filed voluntarily by the debtor, exceptions to these general rules may apply.

Items to be completed in Proof of Claim form

Court, Name of Debtor, and Case Number:

Fill in the federal judicial district in which the bankruptcy case was filed (for example, Central District of California), the debtor's full name, and the case number. If the creditor received a notice of the case from the bankruptcy court, all of this information is at the top of the notice.

Creditor's Name and Address:

Fill in the name of the person or entity asserting a claim and the name and address of the person who should receive notices issued during the bankruptcy case. A separate space is provided for the payment address if it differs from the notice address. The creditor has a continuing obligation to keep the court informed of its current address. See Federal Rule of Bankruptcy Procedure (FRBP) 2002(g).

1. Amount of Claim as of Date Case Filed:

State the total amount owed to the creditor on the date of the bankruptcy filing. Follow the instructions concerning whether to complete items 4 and 5. Check the box if interest or other charges are included in the claim.

2. Basis for Claim:

State the type of debt or how it was incurred. Examples include goods sold, money loaned, services performed, personal injury/wrongful death, car loan, mortgage note, and credit card. If the claim is based on delivering health care goods or services, limit the disclosure of the goods or services so as to avoid embarrassment or the disclosure of confidential health care information. You may be required to provide additional disclosure if an interested party objects to the claim.

3. Last Four Digits of Any Number by Which Creditor Identifies Debtor:

State only the last four digits of the debtor's account or other number used by the creditor to identify the debtor.

3a. Debtor May Have Scheduled Account As:

Report a change in the creditor's name, a transferred claim, or any other information that clarifies a difference between this proof of claim and the claim as scheduled by the debtor.

3b. Uniform Claim Identifier:

If you use a uniform claim identifier, you may report it here. A uniform claim identifier is an optional 24-character identifier that certain large creditors use to facilitate electronic payment in chapter 13 cases.

4. Secured Claim:

Check whether the claim is fully or partially secured. Skip this section if the

claim is entirely unsecured. (See Definitions.) If the claim is secured, check the box for the nature and value of property that secures the claim, attach copies of lien documentation, and state, as of the date of the bankruptcy filing, the annual interest rate (and whether it is fixed or variable), and the amount past due on the claim.

5. Amount of Claim Entitled to Priority Under 11 U.S.C. § 507 (a).

If any portion of the claim falls into any category shown, check the appropriate box(es) and state the amount entitled to priority. (See Definitions.) A claim may be partly priority and partly non-priority. For example, in some of the categories, the law limits the amount entitled to priority.

6. Credits:

An authorized signature on this proof of claim serves as an acknowledgment that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

7. Documents:

Attach redacted copies of any documents that show the debt exists and a lien secures the debt. You must also attach copies of documents that evidence perfection of any security interest and documents required by FRBP 3001(c) for claims based on an open-end or revolving consumer credit agreement or secured by a security interest in the debtor's principal residence. You may also attach a summary in addition to the documents themselves. FRBP 3001(c) and (d). If the claim is based on delivering health care goods or services, limit disclosing confidential health care information. Do not send original documents, as attachments may be destroyed after scanning.

8. Date and Signature:

The individual completing this proof of claim must sign and date it. FRBP 9011. If the claim is filed electronically, FRBP 5005(a)(2) authorizes courts to establish local rules specifying what constitutes a signature. If you sign this form, you declare under penalty of perjury that the information provided is true and correct to the best of your knowledge, information, and reasonable belief. Your signature is also a certification that the claim meets the requirements of FRBP 9011(b). Whether the claim is filed electronically or in person, if your name is on the signature line, you are responsible for the declaration. Print the name and title, if any, of the creditor or other person authorized to file this claim. State the filer's address and telephone number if it differs from the address given on the top of the form for purposes of receiving notices. If the claim is filed by an authorized agent, provide both the name of the individual filing the claim and the name of the agent. If the authorized agent is a servicer, identify the corporate servicer as the company. Criminal penalties apply for making a false statement on a proof of claim.

DEFINITIONS**Debtor**

A debtor is the person, corporation, or other entity that has filed a bankruptcy case.

Creditor

A creditor is a person, corporation, or other entity to whom debtor owes a debt that was incurred before the date of the bankruptcy filing. See 11 U.S.C. §101 (10).

Claim

A claim is the creditor's right to receive payment for a debt owed by the debtor on the date of the bankruptcy filing. See 11 U.S.C. §101 (5). A claim may be secured or unsecured.

Proof of Claim

A proof of claim is a form used by the creditor to indicate the amount of the debt owed by the debtor on the date of the bankruptcy filing. The creditor must file the form with the clerk of the same bankruptcy court in which the bankruptcy case was filed.

Secured Claim Under 11 U.S.C. § 506 (a)

A secured claim is one backed by a lien on property of the debtor. The claim is secured so long as the creditor has the right to be paid from the property prior to other creditors. The amount of the secured claim cannot exceed the value of the property. Any amount owed to the creditor in excess of the value of the property is an unsecured claim. Examples of liens on property include a mortgage on real estate or a security interest in a car. A lien may be voluntarily granted by a debtor or may be obtained through a court proceeding. In some states, a court judgment is a lien.

A claim also may be secured if the creditor owes the debtor money (has a right to setoff).

Unsecured Claim

An unsecured claim is one that does not meet the requirements of a secured claim. A claim may be partly unsecured if the amount of the claim exceeds the value of the property on which the creditor has a lien.

Claim Entitled to Priority Under 11 U.S.C. § 507 (a)

Priority claims are certain categories of unsecured claims that are paid from the available money or property in a bankruptcy case before other unsecured claims.

Redacted

A document has been redacted when the person filing it has masked, edited out, or otherwise deleted, certain information. A creditor must show only the last four digits of any social-security, individual's tax-identification, or financial-account number, only the initials of a minor's name, and only the year of any person's date of birth. If the claim is based on the delivery of health care goods or services, limit the disclosure of the goods or services so as to avoid embarrassment or the disclosure of confidential health care information.

Evidence of Perfection

Evidence of perfection may include a mortgage, lien, certificate of title, financing statement, or other document showing that the lien has been filed or recorded.

INFORMATION**Acknowledgment of Filing of Claim**

To receive acknowledgment of your filing, you may either enclose a stamped self-addressed envelope and a copy of this proof of claim or you may access the court's PACER system (www.pacer.psc.uscourts.gov) for a small fee to view your filed proof of claim.

Offers to Purchase a Claim

Certain entities are in the business of purchasing claims for an amount less than the face value of the claims. One or more of these entities may contact the creditor and offer to purchase the claim. Some of the written communications from these entities may easily be confused with official court documentation or communications from the debtor. These entities do not represent the bankruptcy court or the debtor. The creditor has no obligation to sell its claim. However, if the creditor decides to sell its claim, any transfer of such claim is subject to FRBP 3001(e), any applicable provisions of the Bankruptcy Code (11 U.S.C. § 101 *et seq.*), and any applicable orders of the bankruptcy court.

COTY BEAUTY US

INVOICE

COTY

Invoice To

ASSOCIATED WHOLESALEERS INC.
PO BOX 67
ROBESONIA, PA 19551 US

Page 1 of 1

INVOICE NUMBER

1010206621

INVOICE DATE

08/05/2014

Deliver to

ASSOCIATED WHOLESALEERS INC Store #0002
600 ARSENAL ROAD
YORK PA 17405 US

Customer Account No.	10010180
PO#	258048
Sales Order No.	168152316
Delivery Doc No.	692145266
Payment Terms	1% 20 Net 30
Territory/Sales Rep	TIM POTTS
Carrier	FEDERAL EXPRESS
Tracking No.	

SHIP DATE 08/05/2014

DUNS NUMBER

78- 957- 3201

PRODUCT CODE	PACK	UOM	QTY ORD	QTY INV	DESCRIPTION	CUSTOMER SKU	UNIT PRICE	DISCOUNT	EXTENDED PRICE
30074160000	PCE	PCE	48	48	SH B&D RG HAIR RMVR STRIP FACE 12 IV		3.39	0.00%	162.72

Net Value	162.72
SALES TAX 0.00%	0.00
Total Amount USD	162.72

REMIT TO:

Coty US LLC
75 Remittance Drive, Suite 6435
Chicago, IL 60675- 6435

For the purpose of Section 303 (C) of the Federal Food, Drug and Cosmetic Act, as amended, we guarantee that no article when shipped is adulterated or misbranded within the meaning of said Act, or is an article which may not, under provisions of Section 404 or 505 of said Act, be introduced into interstate commerce. We certify that the goods were produced in compliance with the Fair Labor Standards Act of 1983, as amended.

SELLER'S STANDARD TERMS AND CONDITIONS OF SALE

1. **SHIPMENT, DELIVERY, TITLE AND RISK OF LOSS:** Delivery dates are approximate and are based upon prompt receipt of all necessary information from the Buyer and are not a guaranty of a particular date of delivery. Except as provided under Clause #5 herein, Seller's responsibility for products ceases and risk of loss (and also title to the products in cash sales) passes to Buyer (a) upon delivery is specified as "F.Q.B. - warehouse or port of entry" and (b) upon delivery at destination where delivery is specified "F.Q.B. - destination."
2. **DELAY/NON- PERFORMANCE:** Seller will not be liable for delays in performance, including delivery, or failures to perform, including failure to deliver, due to (a) any causes beyond Seller's reasonable control, or (b) Acts of God, acts of Buyer, acts of civil or military authorities, governmental regulations or priorities, strikes, or other labor disturbances, fines, riots, wars, or natural disasters, including epidemics, storms, droughts, flood, or earthquake, or transportation delays, or (c) any inability arising from causes beyond Seller's reasonable control to obtain necessary materials, components, services or facilities. Sellers will promptly notify buyer of any material delay and will specify a revised performance date as soon as practicable. In the event of such delay, this Agreement will not be terminated and the date of performance will be extended for a period of time equal to the period of delay.
3. **PRICES:** Prices shown on the face hereof are firm for the quantities listed provided the Buyer and Seller have agreed upon a delivery date. In the absence of an agreed upon delivery date, Seller reserves the right to increase prices to those in effect at the time when the deliver date is agreed upon.
4. **TAXES:** The gross amount any sales, property, excise, use, value- added, or other similar tax applicable to the price, sale, or delivery of any products or services furnished hereunder by Seller or Buyer shall, at Seller's option, either be added to the price as when the deliver date is agreed upon.
5. **CHANGES/SPECIAL REQUESTS:** No change order or special request or requirement of Buyer not specifically referenced herein will bind Seller unless agreed to in writing signed by Seller's duly authorized agent. In the event complying with Buyer's change order or special request or requirement adds to the Seller's costs or causes delay in Seller's performance, price as shown on the face hereof will automatically be increase by the amount of the additional cost and the performance date will automatically be extended by the period of delay. Seller will notify Buyer as soon as practicable of the amount of such price increase and of the performance Schedules, but the Sellers right under this paragraph are not contingent upon the sending of such notice.
6. **LIMITATIONS OF LIABILITY:** (a) SELLER WILL NOT UNDER CIRCUMSTANCES, WHETHER AS A RESULT OF BREACH OF CONTRACT, BREACH OF WARRANTY, TORT OR OTHERWISE BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, SPECIAL, OR EXEMPLARY DAMAGES including, but not limited to, loss of profit or revenues, loss of use of or damage to any associated equipment, cost of capital, cost of substitute products, facilitiesors services, downtime costs or claims of Buyer's customers. (b) SELLER'S LIABILITY ON ANY CLAIM OF ANY KIND FOR ANY LOSS OR DAMAGE ARISING OUT OF, RESULTING FROM, OR CONCERNING ANY ASPECT OF THIS AGREEMENT OR FROM THE PRODUCTS OR SERVICES FURNISHED HEREUNDER SHALL NOT EXCEED THE PRICE OF THE SPECIFIC PRODUCT OT SHIPMENT WHICH GIVES RISE TO THE CLAIM. (c) Seller will not subjected to any liability, whether in contract warranty, tort or otherwise, or any claim for loss or damage concerning products, parts, advice, assistance or service which Seller furnishes to Buyer as a business courtesy, but are not required under the Agreement. (d) The validity in whole or in part, of any of the foregoing subparagraphs will not affect the remainder of such subparagraph or any other subparagraph of this paragraph (No. 6)
7. **TERMINATION:** If the Buyer shall for any reason terminate this order in whole or in part, the notice of termination must be given in writing to the Seller. The Seller shall thereupon cease work and the Buyer shall pay the Seller the following: (a) The price provided in the order for all products which have been specially manufactured, modified, or ordered by Seller on a non- cancelable basis prior to termination and which conform to the provisions of the purchase order. Such products shall be delivered to the Buyer; (b) Actual expenditures made by the Seller in connection with uncompleted portion of the order, including reasonable cancellation charges paid or incurred by the Seller as a result of commitments made by the order.
8. **MODIFICATION OF CONTRACT:** This agreement can be modified or recinded only by writing signed by both parties or their duly authorized agents.
9. **COMPLETE CONTRACT:** This document contains the entire understanding and agreement of the parties concerning the purchase and sale of the items listed on the front hereof. Any proposal, negotiation, representation, promise, { course of dealing or trade usage) not contained or referenced herein shall not bind Seller.
10. **MISCELLANEOUS:** Should any lawsuit be instituted by Seller for money due to Seller Hereunder, Buyer agrees to pay a reasonable sum as cost of the lawsuit and attorneys' fees that shall be fixed by the Judge of the Court.




September 9, 2014

Dear Customer:

The following is the proof-of-delivery for tracking number **863082276616919**.

Delivery Information:

Status:	Delivered	Delivery location:	600 ARSENAL RD York, PA 17402
Signed for by:	PPOMERANG	Delivery date:	Aug 6, 2014 09:48
Service type:	FedEx Ground		
Special Handling:			



P. POMERANG
#2, 09:43, 25 Del, 0 NonDel

Shipping Information:

Tracking number:	863082276616919	Ship date:	Aug 5, 2014
		Weight:	7.2 lbs/3.3 kg

Recipient:
ASSOCIATED WHOLESALERS INC
ASSOCIATED WHOLESALERS INC
600 ARSENAL ROAD
YORK, PA 17405 US

Shipper:
Lara Kelly
Lara Kelly
Pataskala, OH 43062 US

Reference
Shipment Id

0692145266/101728013
863082276616919

Thank you for choosing FedEx.

CERTIFIED MAIL™



7014 0150 0001 8783 3503

GREENSBORO NC 274
PIEDMONT TRIAD AREA

neopost
10 SEP 2014 PM 4 09/10/2014

US POSTAGE

FIRST-CLASS MAIL

\$06.69



ZIP 27332
041L1241631

FILED / RECEIVED

SEP 15 2014

EPIQ SYSTEMS

AWI Delaware, Inc Claims Processing Center
C/o Epiq Bankruptcy Solutions, LLC
FDR Station, P.O. Box 5071
New York, NY 10150-5071

10150507171

