United States Bankruptcy Court	DISTRICT OF DELAWARE	PROOF OF CLAIM
Name of Debtor	Case Number	
Jemmy Companies	03-10945	
NOTE. This form should not be used to make a claim for an administrative of the case. A request" for payment of an administrative expense may be	re expense arising after the commencement filed pursuant to 11 USC § 503	
Name of Creditor (The person or other entity to whom the debtor owes	☐ Check box if you are aware that	
money or property)	anyone else has filed a proof of claim relating to your claim. Attach	
Dela Schoota	copy of statement giving	
Name and address where notices should be sent	particulars  Check box if you have never	
600 Dallera Parkulay	received any notices from the	
6	bankruptcy court in this case Check box if the address differs	
1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	from the address on the envelope sent to you by the court.	
Telephone number 770-779-6521	sent to you by the court.	This Space is for Court Use Only
Account or other number by which creditor identifies debtor	Check here	
[	Tenlaces	filed claim, dated
	□ amends	
1 Basis for Claim	☐ Retiree benefits as defined i	- 11 TI C C & 1114(a)
☐ Goods sold	☐ Wages, salaries, and comp	
Services performed	Your SS #	· · · · · · · · · · · · · · · · · · ·
☐ Money loaned		
☐ Personal injury/wrongful death	Unpaid compensation for	services performed
☐ Taxes ☐ Other ————————————————————————————————————	from	to
	(date)	(date)
2 Date debt was incurred 2000 ~ 2003	3 If court judgment, date obt	ained
4 Total Amount of Claim at Time Case Filed	\$ 6,937,561.97	
If all or part of your claim is secured or entitled to priority, als	so complete Item 5 or 6 below	Attach stamszad statement
	so complete Item 5 or 6 below	um. Attach itemized statement
If all or part of your claim is secured or entitled to priority, all Check this box if claim includes interest or other charges in add	so complete Item 5 or 6 below inton to the principal amount of the cla	n
If all or part of your claim is secured or entitled to priority, all Check this box if claim includes interest or other charges in add of all interest or additional charges  5 Secured Claim.  Check this box if your claim is secured by collateral (including a	so complete Item 5 or 6 below lation to the principal amount of the cla  6 Unsecured Priority Claim  Check this box if you have an unse	n ecured priority claim
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# Proof Of Claim Analysis For Fleming Companies

Mature Commission Claims (prior to bankruptcy client deducted overpayment claims from vendors or received check in reimbursement)	Proof of Claim Amount
	\$594 609 28
I Amounts invoiced to Fleming but not paid prior to bankruptcy Ledger	
Il Commissions due for claims deducted from vendors but commisssions retained by client	
Commissions retained for reserves for paybacks	
Fleming Primary	\$38,675.14
Coremark Primary Fleming Secondary (Chino)	3326046974
Commissions retained until audit completion Coremark  (\$3,444,526,90 x 37)	\$245.569.57
III Other Commissions Due	a seement
Fleming Secondary (Chino)	511333563
Fleming Statement Audit (2002/2003)  Vendor approved and check received by client  (\$9,412 x 20)	(i) \$1,882,405*
Vendor approved induction taken	
2002 audit	
2003 audit \$106,583 23 x 20	(a) * par 310,000
Fleming OK slotting claims 2001 Primary Audit (deducted estimated 25% of total claims) Fleming CA slotting claims 2000 Secondary Audit (deducted estimated 25% of total claims)	
Subtotal Mature Clair	ns \$4 820 243 66
Contingent Commissions Claims (prior to bankruptcy submitted overpayment claims to client and/or vendors)	4 54
IV Claims submitted to and approved by client 30 day letters sent to vendors, no vendor objections	
prior to expiration of 30 day period but no deduction of claims prior to bankruptcy	الله الله الله الله الله الله الله الله
prior to expiration of 30 day period but no deduction of claims prior to bankruptcy	- Teamorana (
Prior to expiration of 30 day period but no deduction of claims prior to bankruptcy  Fleming 2001 Primary Audit Fleming 2002 Statement Audit  (\$3 634 779 72 x 17	%) \$617 912 55 \$76,505 36
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Fleming 2001 Primary Audit Fleming 2002 Statement Audit  V Prior to bankruptcy, claims submitted to and approved by client, 30 day letters sent to vendors, Client deferred vendor deductions no deduction of claims prior to bankruptcy  Fleming Norman OK Reclamation   Hold claims 2001 primary audit Fleming Chino CA 2000 Secondary Audit  VI Prior to bankruptcy claims submitted and approved by client (estimated 75% of total claims)  Fleming OK slotting claims 2001 Primary Audit Fleming CA slotting claims 2000 Secondary Audit	%) \$617 912 55 \$76,505 36
Fleming 2001 Primary Audit Fleming 2002 Statement Audit  V Prior to bankruptcy, claims submitted to and approved by client, 30 day letters sent to vendors, Client deferred vendor deductions no deduction of claims prior to bankruptcy  Fleming Norman OK Reclamation   Hold claims 2001 primary audit Fleming Chino CA 2000 Secondary Audit  VI Prior to bankruptcy claims submitted and approved by client (estimated 75% of total claims)  Fleming OK slotting claims 2001 Primary Audit	%) \$617 912 55 \$76,505 \$6

Sleming Companies
RECEIVED 2001-2003



This agreement specifies the terms and conditions pursuant to which PRG-Schultz USA, Inc. ("PRG-Schultz") will provide a RecoverNow™ accounts payable post audit service for all wholesale divisions and retail operations of Fleming Companies, Inc. ("Client") for Client's fiscal year(s) 2001, 2002, and 2003 PRG-Schultz will conduct a primary warehouse audit of Client's merchandising and expense accounts payable records, consisting of, EDP (electronic) data audit, vendor statement audit, warehouse, DSD and purchase order freight terms—PRG-Schultz and Client agree that the services will be performed on a contingency fee basis on the following terms and conditions. The audit scope of this agreement and /or the services provided by PRG-Schultz hereunder do not include real estate occupancy audits.

- Services Provided by PRG-Schultz. PRG-Schultz will provide the following services
  - a) PRG-Schultz will examine Client's accounts payable operations and records to identify Client overpayments and/or under deductions to its vendors PRG-Schultz will refer all overpayment/under-deduction claims that it identifies to Client pursuant to monthly Claim Status reports in a form satisfactory to Client
  - b) PRG-Schultz will write charge-backs and submit them with supporting data to Client's Accounts Payable Manager (or whomever else Client designates) for verification and processing Client will provide PRG-Schultz with audit claims approval guidelines, which may change periodically depending upon the business needs of Client.
  - c) PRG-Schultz will perform the services described herein within the Audit Scope and guidelines set forth in attached Schedule "A"
  - d) For each audit period, PRG-Schultz will provide (i) to Client's corporate office at the conclusion of each audit, a management report that details the results and findings of each audit and (ii) to each division of Client at the conclusion of the audit(s) performed by PRG-Schultz for each fiscal year of Client, a comparable report for the audit(s) performed for such fiscal year audit period PRG-Schultz will perform a quality control review in connection with each audit to ensure maximum performance levels. As part of the management report, PRG-Schultz will present Client with recommendations to correct internal control and operational weaknesses identified in course of the audit.

    CONFIDENTIAL

e) The audits will be conducted to Client's reasonable satisfaction by PRG-Schultz through properly trained, experienced and competent audit associates at PRG-Schultz's fully equipped audit centers located in Norman. Oklahoma and LaCrosse, Wisconsin

# 2. Duties of Client.

- a) Client shall promptly furnish PRG-Schultz all appropriate records, including, but not limited to the list of items included in Schedule "B" attached hereto that are necessary to perform a full post-audit recovery for all Client's wholesale divisions and retail operations. Client will provide PRG-Schultz with audit claims approval guidelines, which may change periodically depending upon the business needs of Client.
- b) All claims against vendors for reimbursement of, or credit for, excess payments will be reviewed and either approved or rejected promptly by Client after submission by PRG-Schultz Client agrees that they will not unreasonably withhold or delay approval for claims submitted
- c) Client makes no representation or warranties with respect to the audit scope or volume of business being given to PRG-Schultz hereunder or the amount of any audit recoveries
- Fees PRG-Schultz's Compensation for its services rendered under this Agreement for each fiscal year audit of Client's wholesale divisions and retail operations will be on a contingency fee basis PRG-Schultz's contingency fees will be invoiced on the Client's period basis and will be calculated on recovered monies collected by Client (including credits issued by Client's vendors) less paybacks and adjustments. No other compensation or remuneration shall be owed or paid to PRG-Schultz by Client hereunder except for the aforementioned contingency fees. PRG-Schultz's contingency fees for its services for audits of direct store deliveries ("DSD") will be thirty-four percent (34%) of recovered monies or credits received by Client. The following schedule outlines PRG-Schultz's fees based on the net recoveries for each audit year.

FY Audit Net A Recoveries (thresholds)	Fleming Share	PRG-Schultz Share
\$0 to \$25 Million	80%	20%
\$25 to \$30 Million	81%	19%
\$30 to \$35 Million	82%	18%
\$35 Million and above	83%	17%

The above table is intended to be administered on a tiered basis. All claims to be invoiced at the 20% rate each year. Should a threshold be reached that lowers PRG-Schultz share, then a corresponding rebate to Fleming Corp. should occur 6 months after said threshold is reached Balance of the rebate to be settled and reconciled at the time the final reserve calculation is settled and reconciled. Should material paybacks and settlement occur subsequently that changes the final threshold of the audit, then Fleming is obligated to refund any rebate.

Categories to be included in this rate structure are limited to warehouse and expense a/p, including the statement audit, but excluding DSD and other services that may be provided client under separate contracts

4. Payment Terms. Payment of PRG-Schultz's contingency fee billings are due within fifteen (15) days from Clients receipt of PRG-Schultz's invoice. PRG-Schultz will be entitled to the contingency fees set forth above with respect to all monies collected (or credits received) by Fleming PRG-Schultz shall invoice its contingency fees monthly to the Client, which deducts a 20% reserve for adjustments to recoveries to be withheld by Fleming The intent will be to invoice all fees within twelve (12) months of audit completion. Reconciliation and resolution of collections and paybacks to be jointly addressed by PRG-Schultz and Client designate. If the reserve is insufficient to reimburse Client for adjustments to PRG-Schultz contingency fees as a result of cancellations, billbacks, etc. PRG-Schultz shall, within ten (10) days notice, reimburse Client for such shortfall.

In the event of termination of this agreement by either party Invoices will include a 20% reserve kept by Client to cover claim adjustments, cancellations, billbacks, etc. The balance of the reserve will be invoiced on final reconciliation no more than twelve (12) months after the completion of the audit

- 5. Term. This Agreement shall commence on the date hereof for three (3) fiscal years beginning with Client's fiscal year 2001 (January 1, 2001) through fiscal year 2003 with Client having the option to extend this Agreement for an additional one (1) audit year covering Client's fiscal year 2004, by giving PRG-Schultz written notice of the extension prior to the expiration of the Client's 2003 fiscal year
- Termination. This Agreement may be terminated by either party at any time upon six (6) months advance written notice to the other party, or by the non-breaching party in the event of any failure of the other party to cure a material breach of this Agreement within 30 days after receipt of written notification of such breach from the non-breaching party. A material breach includes non-payment of undisputed fees, unsatisfactory

service as determined by Client in its sole discretion or the bankruptcy of either party

- Confidentiality. PRG-Schultz agrees to treat all Confidential Information 7. (as herein defined) received from Client as confidential and not to disclose such information to any party or use such information for any purpose other than to perform its services and obligations under this Agreement Client agrees that vendor published pricing information obtained by PRG-Schultz in connection with this audit may be used by PRG-Schultz to update PRG-Schultz's database For purposes of this Agreement the term "Confidential Information" shall mean any information regarding Client (and its business, customers or products) which is disclosed to PRG-Schultz in connection with this Agreement which (i) has actual or potential economic value to Client and which is not generally known or readily ascertainable by proper means to the public or Client's competitors at the time it is disclosed to PRG-Schultz. (ii) is the subject of Client's efforts that are reasonable under the circumstances to maintain secrecy, or (iii) is designated as confidential at the time it is disclosed by Client to PRG-Schultz, provided, however, that the term "Confidential Information" shall in no event apply to any information which (i) is already in the public domain at the time of disclosure: (ii) enters the public domain after disclosure through no fault of PRG-Schultz, or (iii) is subsequently disclosed to PRG-Schultz by third parties having no obligation of confidentiality to Client Upon termination or expiration of this Agreement. any Confidential Information held by PRG-Schultz shall be promptly returned by PRG-Schultz to Client, including without limitation any such information included in PRG-Schultz's database
- Arbitration. Any and all disputes between PRG-Schultz and Client shall 8 be resolved by final binding arbitration in accordance with the commercial arbitration rules of the American Arbitration Association ("AAA"). In any dispute involving a claim in excess of \$100,000 00 three (3) arbitrators shall be employed, otherwise, one (1) arbitrator shall handle the claim Absent a showing of good cause, the hearing shall be conducted within ninety (90) days from the service of the Statement of Claim shall bear the expense of its own Attorneys, experts and out of pocket costs, as well as fifty percent (50%) of the expense of administration charged by the AAA and arbitrator fees. The parties (i) waive the right to receive consequential or punitive damages and (ii) the arbitrator shall not have the power to award consequential or punitive damages unless, in the case of (i) or (ii), the arbitrators or a court of competent jurisdiction determines that this limitation, under the circumstances, violates public policy Depositions, other than those taken in lieu of live testimony, shall not be taken except upon the arbitrator's findings of special need. The parties shall be entitled to conduct document discovery in accordance with

the procedure where responses to information requests shall be made within twenty (20) days of their receipt

- 9. Notice. Whenever any notice is required to be given under this Agreement, such notice shall be written and given or sent and the other party shall be deemed to have received it, if delivered personally or by National Overnight Courier, on the date such notice is delivered personally or by the National Overnight Courier, or if mailed, on the third business day after mailing if sent by First Class Certified Mail, Postage Pre-paid, Return Receipt Requested, and addressed as follows
  - (a) Notices to PRG-Schultz

    The PRG-Schultz USA, Inc
    2300 Windy Ridge Parkway
    Suite 100 North
    Atlanta, GA 30339
    Attention Mark Pitts
  - (b) Notices to Client Fleming Companies, Inc
    Four Corporate Building
    3524 N W 56<sup>th</sup> Street
    Oklahoma City, OK 73112
    Attention Alan Richert
    Director, Post Audit
    - c Fleming Companies, Inc 5701 N Shartel Oklahoma City, OK 73118 Attention Associate General Counsel

**VP US Sales** 

INDEPENDENT CONTRACTOR. PRG-Schultz is retained only for the 10. purpose and to the extent set forth in this Agreement and PRG-Schultz's relationship to Client shall be that of an independent contractor PRG-Schultz is in no way authorized to make any contract, agreement, warranty, or representation on behalf of Client or to create any obligation. expressed or implied, on behalf of Client Furthermore, PRG-Schultz shall not contact any vendor or customer of Client without the prior express This Agreement shall not create a written permission of Client partnership or joint venture between PRG-Schultz and Client Schultz shall procure and maintain appropriate and adequate insurance for its business, including without limitation Workers' Compensation and general liability insurance. Upon request, PRG-Schultz shall provide Client with certificates of insurance evidencing the existence and coverage of such insurance

- 11 NO ASSIGNMENT PRG-Schultz may not assign this Agreement or any rights or delegate any services or duties hereunder without the prior written consent of Client
- 12 ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between the parties and supersedes all other proposals and agreements, whether oral or written, if any, between the parties. Any amendment, modification or changes to any provisions of this Agreement hereunder must be in writing and signed by both parties.
- 13 APPLICABLE LAW. This Agreement shall be construed in accordance with and governed by the laws of the State of Oklahoma

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed this 24th day of June 2002

Accepted by	Accepted by
The PRG-Schultz USA, Inc.//	Fleming Companies, Inc.
Ву / - Д. / -	By M. Kild
Name MARK PITTS	Name Alan Richert
Title VP OF, SALES	Title. Director-Post Audit
Date 7/25/02	Date 7/25/2007

# Schedule "A" Audit Scope and Guidelines

# Warehouse and Expense

Specific parameters defined by audit guidelines established on divisional and corporate level of Fleming operations. Guidelines to be reviewed and agreed upon jointly between Fleming and PRG-Schultz and serve as the foundation for claim submission and approval. 2000 divisional audit guidelines to serve as benchmark for audit scope, with respect to the 2001 and future audits.

# Statement

PRG-Schultz to conduct statement solicitation and audit for the entire vendor community, with any exceptions jointly agreed upon by Fleming and PRG-Schultz.

# DSD Retail

Audit to include all primary audits of Fleming retail operating units Guidelines for audit scope to be defined jointly between Fleming and PRG-Schultz Initial Audit guidelines to serve as benchmark for future audit guidelines

# Schedule "B" Fleming Records

- Paper records including
  - Purchase orders, receiving documents, vendor Invoices, freight bills, charge backs and credit memos.
- Access to buyer / merchandise files for all buying locations including, deal sheets, price notifications, correspondence, rebate and advertising programs
- · Electronic files including:
  - Paid history
  - Vendor master files
  - Purchase order files
  - Receiving files
  - EDI (electronic) invoicing
  - Inventory movement
  - Checks received & paid check files

RECEIVED
DATE 9/18/0/

DATE

September 18, 2001

TO

Alan Richert

FROM

Mark Pitts

SUBJECT

Memorandum of Understanding

**Terms & Conditions** 

The purpose of this memo is to articulate the terms and conditions under which PRG International Inc. will process and bill Fleming Corporation through October 1, 2001 for claims written against the 2000 primary warehouse and statement audit

Fleming Corporation agrees to the following

- Fleming Corporation has agreed to eliminate the 5% tier on recoveries/claims from \$0-\$8 Million This agreement has been made in exchange for the elimination of the language in section 2(a) of the contract dated November 8, 2000, which states, "Client shall cease performing all in-house post audit recovery activities except those performed contemporaneously with Client's normal and routine accounts payable or merchandising transaction processing procedures."
- PRG international Inc. has been granted a rate adjustment of 22 5% for all unbilled recoveries/claims as of 9/17/01 written against the 2000 primary warehouse and statement audit with the exception of those claims against the Fleming Preferred Vendors.
- PPG will invoice Fleming Corporation monthly fees and billings will be due within ten
   (10) days from receipt of the invoice

By signing below each party agrees to the terms and conditions described in this memorandum and will adhere to them until a formal contractual agreement has been consummated by both parties

Accepted By The Fleming Corporation Inc  Accepted The Profit	Recovery Group Intl Inc
By A RIJE By A	an Amon
Name Alan Richert Name	DAN ESMON
	SA - NAPON ALLES
Date 9/18/51 Date	9/18/01



From

Date

Subject

# **Interoffice Correspondence**

Mark Perlberg (Executive) To Debbie Davidoff

Renee Pinczes

Rıck Taylor Mark Pitts

Nelson Giordano

September 19, 2001 Allison Aden

**Matt Sommers** 

Robert Vogel Shane Maloney Memo of Understanding -Fleming Contract Revision

Dan Esmon

Please see the attached Memo of Understanding Terms & Conditions of the revised master Fleming contract



PROPOSAL FOR

# FLEMING COMPANIES, INC.

Howard Schultz & Associates International, Inc 9241 LBJ Freeway, Suite 100 Dallas, Texas 75243 972/233-7564

December 28, 2000

This agreement ("Agreement") specifies the terms and conditions pursuant to which Howard Schultz & Associates International, Inc ("HS&A") will provide secondary accounts payable post audit services for all wholesale divisions ("Divisions") of Fleming Companies, Inc. ("Client") for Client's fiscal year(s) 2000, 2001, and 2002, as more particularly described herein ("Services") HS&A and Client agree that the Services will be performed on a contingency fee basis on the following terms and conditions This Agreement, and the Services provided by HS&A hereunder, do not include real estate occupancy audits

- 1 <u>Services Provided by HS&A</u> The Services provided by HS&A under this Agreement shall consist of the following
  - a) HS&A shall examine Client's accounts payable operations and records to identify Client overpayments and/or under deductions to its vendors HS&A shall deliver to Client, on a monthly basis and in a form acceptable to Client a claim status report ("Report") describing all potential claims identified by HS&A during the month covered by the Report. Client shall notify HS&A within thirty (30) days of receiving the Report whether, in Client's sole discretion, Client desires HS&A to proceed with recovering the claims set forth on each Report HS&A shall then proceed with all reasonable diligence to collect such claims
  - b) HS&A will write charge-backs and submit them with supporting data to Chent's Accounts Payable Manager (or whomever else Chent designates) for further verification and processing HS&A agrees and understands that Chent's audit claims approval guidelines may change periodically depending upon the business needs of Chent
  - c) HS&A will perform the Services within the guidelines set forth in Schedule 'A" attached hereto and incorporated by reference herein
  - d) Within thirty (30) days following the conclusion of each Audit Period, as defined below, HS&A will deliver to Client, at the addresses set forth in Section 9 of this Agreement, or such other address designated by Client in writing, a management report that describes in detail the results and findings of the immediately preceding Audit Period HS&A shall also provide a comparable report to each Division which sets forth the results and findings applicable to such Division for the same Audit Period Purthermore, HS&A will perform a quality control review in connection with each audit to ensure maximum performance levels and, as part of the management report, HS&A will present Client with recommendations to correct internal control and operational weaknesses identified in course of the audit. All reports delivered to Client by HS&A pursuant to this provision shall be in a form acceptable to Client.
  - e) HS&A and Chent agree the audits for each Division shall occur in six (6) month increments ("Audit Period") Each Audit Period is to be initiated within thirty (30) days from the end of the primary audit of a Division, subject to receipt of all relevant and appropriate information, documents and records (regardless of format or media) by HS&A from Chent
  - f) The audits will be conducted to Client's reasonable satisfaction by HS&A through properly trained, experienced and competent audit associates at HS&A's fully equipped audit centers

#### 2 Duties of Client

- a) Client shall promptly furnish HS&A all appropriate records, including, but not limited to the list of items included in Schedule "B" attached hereto that are necessary to perform a full secondary post-audit recovery for all Division. Client will provide HS&A with audit claims approval guidelines, which may change periodically depending upon the business needs of Client.
- b) All claims against vendors for reimbursement of, or credit for, excess payments will be reviewed and either approved or rejected promptly by Chent, at Client's sole discretion, after submission by HS&A

- c) Chent makes no representation or warranties with respect to the audit scope or volume of business being given to HS&A hereunder or the amount of any audit recoveries and any such representations or warranties are expressly defined
- 3 Fees HS&A's compensation for the Services provided under this Agreement ("Fee") will be calculated solely on a contingency fee basis equal to thirty-one percent (31%) of claims identified and successfully recovered by HS&A for which payment is actually received by Client, including credits issued by Client's vendors, less paybacks and adjustments HS&A's Fee will be invoiced by HS&A to Client in accordance with Section 4 Payment Terms. No other compensation or remuneration shall be owed or paid to HS&A by Client hereunder except for the aforementioned Fee.

Fleming Share	HS&A Share
69%	31%

- 4. Payment Terms. Chent shall pay HS&A's Fee within ten (10) days from Chent's receipt of HS&A's invoice HS&A shall invoice its contingency fees monthly to the Chent, which invoice shall reflect a 20% reserve for adjustments to recoveries to be withheld by the Chent HS&A shall invoice all Fees for any Audit Period to Chent no later than six (6) months following the completion of such Audit Period. In its final invoice to Client for each respective Audit Period, or within eighteen months of any termination of this Agreement, HS&A shall include the unapplied amount of any reserve relating to such Audit Period Reconciliation and resolution of collections and paybacks will be jointly addressed by HS&A and Client. If the reserve is insufficient to reimburse Client for adjustments to HS&A's Fee as a result of cancellations, billbacks, etc., HS&A shall, within ten (10) days written notice reimburse Client for such shortfall
- 5. Term. This Agreement shall commence on the date hereof and shall continue through the completion of the Services to be provided by HS&A hereunder for Client's three (3) fiscal year periods beginning January 1, 2000 and ending December 31, 2002
- 6. <u>Termination</u> This Agreement may be terminated by either party at any time upon six (6) months advance written notice to the other party, or by the non-breaching party in the event of any failure of the other party to cure a material breach of this Agreement within thirty (30) days after receipt of written notification of such breach from the non-breaching party. A material breach includes non-payment of undisputed Fees, unsatisfactory service (as determined by Client, in its sole discretion, following written notice and a reasonable opportunity to cure) or the filing of a bankruptcy or similar petition by either party
- HS&A agrees to treat all Chent Confidential Information (as herein defined) received from Client as confidential and not to disclose such information to any party or use such information for any purpose other than to perform its services and obligations under this Agreement Client agrees that vendor published pricing information obtained by HS&A in connection with this audit may be used by HS&A to update HS&A's database For purposes of this Agreement, the term "Chent Confidential Information" shall mean any information regarding Client (and its business, customers or products) which is disclosed to HS&A in connection with this Agreement which (1) has actual or potential economic value to Client and which is not generally known or readily ascertainable by proper means to the public or Client's competitors at the time it is disclosed to HS&A, (ii) is the subject of Client's efforts that are reasonable under the circumstances to maintain secrecy, or (111) is designated as confidential at the time it is disclosed by Client to HS&A provided, however, that the term 'Client Confidential Information" shall in no event apply to any information which (i) is already in the public domain at the time of disclosure, (ii) enters the public domain after disclosure through no fault of HS&A, or (111) is subsequently disclosed to HS&A by third parties having no obligation of confidentiality to Client Upon termination or expiration of this Agreement, any Client Confidential Information held by HS&A shall be promptly returned by HS&A to Client, including without limitation any such information included in HS&A's database
  - (b) Chent agrees to treat all HS&A Confidential Information (as herein defined) received from HS&A as confidential and not to disclose such information to any party or use such information for any purpose other than to perform its obligations under this Agreement. For purposes of this Agreement, the term "HS&A Confidential Information" shall mean any information regarding HS&A (and its business,

customers, pricing, services, intellectual property, methods or products) which is disclosed to Chent in connection with this Agreement which (i) has actual or potential economic value to HS&A and which is not generally known or reachly ascertainable by proper means to the public or HS&A's competitors at the time it is disclosed to Chent, (ii) is the subject of HS&A's efforts that are reasonable under the circumstances to maintain secrecy, or (iii) is designated as confidential at the time it is disclosed by HS&A to Chent, provided, however, that the term "HS&A Confidential Information" shall in no event apply to any information which (i) is already in the public domain at the time of disclosure, (ii) enters the public domain after disclosure through no fault of Chent; or (iii) is subsequently disclosed to Chent by third parties having no obligation of confidentiality to HS&A. Upon termination or expiration of this Agreement, any HS&A Confidential Information held by Chent shall be promptly returned by Chent to HS&A.

- Arbitration Any and all disputes between HS&A and Chent shall be resolved by final binding arbitration in accordance with the commercial arbitration rules of the American Arbitration Association (AAA") In any dispute involving a claim in excess of \$100,000 00, three (3) arbitrators shall be employed, otherwise, one (1) arbitrator shall handle the claim. Absent a showing of good cause, the hearing shall be conducted within ninety (90) days from the service of the Statement of Claim. All proceedings shall be governed by the Federal Arbitration Act. Each party shall bear the expense of its own Attorneys, experts and out of pocket costs, as well as fifty percent (50%) of the expense of administration charged by the AAA and arbitrator fees. The parties (i) waive the right to receive consequential or punitive damages and (ii) the arbitrator shall not have the power to award consequential or punitive damages unless, in the case of (i) or (ii), the arbitrators or a court of competent jurisdiction determines that this limitation, under the circumstances, violates public policy. Depositions, other than those taken in lieu of live testimony, shall not be taken except upon the arbitrator's findings of special need. The parties shall be entitled to conduct document discovery in accordance with the procedure where responses to information requests shall be made within twenty (20) days of their receipt.
- Notice Whenever any notice is required to be given under this Agreement, such notice shall be written and given or sent and the other party shall be deemed to have received it, if delivered personally or by National Overnight Courier, on the date such notice is delivered personally or by the National Overnight Courier, or if mailed, on the third business day after mailing if sent by First Class Certified Mail, Postage Pre paid, Return Receipt Requested, and addressed as follows

(a) Notices to HS&A Howard Schultz & Associates International, Inc

9241 LBJ Freeway, Suite 100

Dallas, Texas 75243

Attention Chief Operating Officer

with a copy to Howard Schultz & Associates International, Inc.

9241 LBJ Freeway Suite 100

Dallas, Texas 75243

Attention General Counsel

(b) Notices to Client Fleming Companies Inc

Four Corporate Building 3524 N W 56th Street Oklahoma City, OK 73112

Attention VP Accounting Center

with a copy to Fleming Companies, Inc.

5701 N Shartel

Oklahoma City, OK 73118

Attention Associate General Counsel

- 10 INDEPENDENT CONTRACTOR. HS&A is retained only for the purpose and to the extent set forth in this Agreement and its relationship to Client shall be that of an independent contractor. HS&A is in no way authorized to make any contract, agreement, warranty, or representation on behalf of Client or to create any obligation, expressed or implied, on behalf of Client. Furthermore, HS&A shall not contact any vendor or customer of Client without the prior express written permission of Client. This Agreement shall not create a partnership or joint venture between HS&A and Client. HS&A shall procure and maintain appropriate and adequate insurance for its business, including without limitation Workers' Compensation and general liability insurance. Upon request, HS&A shall provide Client with certificates of insurance evidencing the existence and coverage of such insurance.
- 11 NO ASSIGNMENT. HS&A may not assign this Agreement or any rights or delegate any services or duties hereunder without the prior written consent of Client
- 12 ENTIRE AGREEMENT This Agreement constitutes the entire agreement between the parties and supersedes all other proposals and agreements, whether oral or written, if any, between the parties. Any amendment, modification or changes to any provisions of this Agreement hereunder must be in writing and signed by both parties.
- 13 APPLICABLE LAW This Agreement shall be construed in accordance with and governed by the laws of the State of Oklahoma

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed this 3<sup>rd</sup> day of November 2000

Accepted by	Accepted by
Howard Schultz & Associates	Fleming Companies, Inc
International, Inc	By MC. W_
By Was Person	
Name Andrew Schultz	Name Vice President, Shared Services-Real Estate
Date May 24, 2001	Date 5 18 01

Schedule "A"
Audit Scope and Guidelines

#### Warehouse and Expense

Specific parameters defined by audit guidelines which will be established on divisional and corporate levels of Chent's operations. Guidelines to be reviewed and agreed upon jointly between Chent and HS&A and serve as the foundation for claim submission and approval. 1999 divisional audit guidelines shall serve as benchmark for audit scope, with respect to the 2000 and future audits.

# Schedule "B" Fleming Records

- · Paper records meluding
  - Purchase orders, receiving documents, vendor Invoices, freight bills, charge backs and credit memos
- Access to buyer / merchandise files for all buying locations including, deal sheets, price notifications, correspondence, rebate and advertising programs
- Electronic files including
  - Paid history
  - Vendor master files
  - Purchase order files
  - Receiving files
  - EDI (electronic) invoicing
  - Inventory movement
  - Checks received & paid check files

# Proof Of Claim Analysis For Fleming Companies

<sup>p</sup> 46 193,756 9\$	otal Fleming Proof of Claim	L
₹ ZE 81E 711 <u>S</u>	Subtotal Contingent Claims	
		Fleming OK slotting claims 2001 Primary Audit Fleming CA slotting claims 2000 Secondary Audit
		VI Prior to bankruptcy claims submitted and approved by client (estimated 75% of total claims)
		primary audir Fleming Chino CA 2000 Secondary Audit
		Fleming Morman OK Reclamation 1 Hold claims 2001
- Letter   Bosonia Maria		V Prior to bankruptcy claims submitted to and approved by client 30 day letters sent to vendors
90-905 918 - 3 }	(%\71 \times 27  \text{e77  \text{46.8}}\)	Fleming 2001 Primary Audit Fleming 2002 Statement Audit
operation of the state of the s		IV Claims submitted to and approved by client, 30 day letters sent to vendors, no vendor objections prior to expiration of 30 day period, but no deduction of claims prior to bankruptcy
it de disconnection of the second of the sec		sud/or vendors)  Sontingent Commissions Claims (prior to bankruptcy submitted overpayment claims to client
\$4 850 243 66	Subtotal Mature Claims	tacile of emisle frameworks both makes in the makes of the second of the
8 to 2 to		Fleming OK slotting claims 2001 Primary Audit (deducted estimated 25% of total claims) Fleming CA slotting claims 2000 Secondary Audit (deducted estimated 25% of total claims)
28 98E ES	(%02 × 22 £89(90)\$) - ` } (%02 × 22 £89(90)\$) - ` }	2002 sudit 2003 sudit
OÞ 388-18	(%05×Z(+,0\$)	Vendor approved deduction taken Vendor approved and check received by client Fleming Statement Audit (2002/2003)
EP GCD STUD	(%) E X9 <b>t</b> 66 <b>5.69E\$</b>	Fleming Secondary (Chino)
t de la companya de l		III Offher Commissions Due
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7449703875\$	(7/10/×92/0/6602/15)	Ејешид ∂ессоидаѝ (Сµіпо)
50000000000000000000000000000000000000	(%/L ×08 009 /225)	Commissions relating from the serves for paybacks  Commissions relating from the serves for paybacks
\$ 5.7°		Il Commissions due for claims deducted from vendors but commissions retained by client
OZ 600 becc		i Amounts invoiced to Fleming but not paid prior to bankruptcy. Ledger
92 609 †69\$		received check in reimbursement)
Figure 2 of Claim Amount		Mature Commission Claims (prior to bankruptcy client deducted overpayment claims from vendors or
E/he		For Fleming Companies



# PRG Schultz International Inc ACCOUNTS RECEIVABLE AGING DETAIL REPORT BY AREA/DIST/SITE As of Date 04/30/2003

Aging Basis Invoice Date Currency USD

Bus Uni	f Site	- Audit	Client Name	Invoice	Invoice Dt	Invoice Amt	Invoice Bal	0-30 Davs	31-60 Davs	61-90 Davs	91-120 Days	121+ Days
PRGI		00102408	FLEMING TEXAS	2011713	11/28/2001	2 298 57	2 298 57	0 00	0 00	0 00	0 00	2 298 57
PRGI		00102400	FLEMING COMPANIES	2014289	4/24/2002	3 233 35	2 251 10	0 00	0 00	0 00	0 00	2 251 10
PRGI		00102425	FLEMING LUBBOCK/EL PASO	2014679	5/15/2002	8 909 73	8 909 73	0 00	0 00	0 00	0 00	8 909 73
PRGI		00102424	FLEMING LINCOLN	2014680	5/15/2002	6 583 03	6 583 03	0 00	0 00	0 00	0 00	6 583 03
PRGI		00102422	FLEMING KANSAS CITY (MO)	2014681	5/15/2002	9 587 83	9 587 83	0 00	0 00	0 00	0 00	9 587 83
PRGI		00102436	FLEMING SOUTHAVEN	2014720	5/17/2002	23 263 89	23 263 89	0 00	0 00	0 00	0 00	23 263 89
PRGI		00102437	FLEMING WARSAW	2015243	6/13/2002	5 653 86	5 653 86	0 00	0 00	0 00	0 00	5 653 86
PRGI		00102423	FLEMING LAFAYETTE	2015248	6/13/2002	18 624 25	18 624 25	0 00	0 00	0 00	0 00	18 624 25
PRGI		00102413	FLEMING FRESNO	2015252	6/14/2002	11 384 56	11 384 56	0 00	0 00	0 00	0 00	11 384 56
PRGI		00102428	FLEMING MIAMI	2015254	6/14/2002	4 567 73	4 567 73	0 00	0 00	0 00	0 00	4 567 73
PRGI		00102427	FLEMING MASSILLON	2015625	6/28/2002	12 972 79	12 972 79	0 00	0 00	0 00	0 00	12 972 79
PRGI	220699	00102432	FLEMING OAKS	2015626	6/28/2002	5 356 37	5 356 37	0 00	0 00	0 00	0 00	5 356 37
PRGI	220699	00102435	FLEMING SACRAMENTO	2015629	6/28/2002	6 240 29	6 240 29	0 00	0 00	0 00	0 00	6 240 29
PRGI	220699	00103491	FLEMING COMPANIES	2016569	8/28/2002	65 105 78	65 105 78	0 00	0 00	0 00	0 00	65 105 78
PRGI	220699	00105057	FLEMING COMPANIES	2016835	8/31/2002	(11 517 80)	(11 517 80)	0 00	0 00	0 00	0 00	(11 517 80)
PRGI	220699	00101509	FLEMING SALT LAKE CITY	2016934	9/13/2002	12 621 26	12 621 27	0 00	0 00	0 00	0 00	12 621 27
PRGI	220699	00105057	FLEMING COMPANIES	2017574	9/30/2002	(504 38)	(504 38)	0 00	0 00	0 00	0 00	(504 38)
PRGI	220699	00105057	FLEMING COMPANIES	2018171	10/31/2002	(33 51)	(33 51)	0 00	0 00	0 00	0 00	(33 51)
PRGI	220699	00104637B	COREMARK PORTLAND	2019438	12/31/2002	122 66	249 28	0 00	0 00	0 00	249 28	0 00
PRGI	220699	00104630	COREMARK DENVER	2019456	12/31/2002	318 02	318 02	0 00	0 00	0 00	318 02	0 00
PRGI	220699	00104630B	COREMARK DENVER	2019456	12/31/2002	35 26	35 26	0 00	0 00	0 00	35 26	0 00
PRGI	220699	00105921	COREMARK DENVER	2019456	12/31/2002	26 44	26 44	0 00	0 00	0 00	26 44	0 00
PRGI	220699	00106651	FLEMING SENTRY	2019645	12/31/2002	1 567 04	1 567 04	0 00	0 00	0 00	1 567 04	0 00
PRGI	220699	00104381	FLEMING BAKERS	2019647	12/31/2002	(6 518 80)	(6 518 80)	0 00	0 00	0 00	(6 5 18 80)	0 00
PRGI	220699	00110489	FLEMING COMPANIES	2019886	12/31/2002	(46 096 21)	(46 096 21)	0 00	0 00	0 00	40 036 21)	0 00
PRGI	220699	00110650	FLEMING OKLAHOMA CITY	2020056	1/20/2003	291 911 50	291 911 50	0 00	0 00	0 00	291 911 50	0 00
PRGI	220699	00104812	COREMARK HAYWARD	2021004	2/7/2003	25 416 33	25 416 33	0 00	0 00	25 416 33	0 00	0 00
PRGI		00101522	GATEWAY MINNEAPOLIS	2021151	2/19/2003	6 000 00	6 000 00	0 00	0 00	6 000 00	0 00	0 00
PRGI		00107952	FLEMING RAINBOW	2022014	3/10/2003	1 821 85	1 821 85	0 00	1 821 85	0 00	0 00	0 00
PRGI		00106650	FLEMING BAKERS	2022016	3/10/2003	558 83	558 83	0 00	558 83	0 00	0 00	0 00
PRGI		00104365	FLEMING RAINBOW	2022055	3/11/2003	1 593 32	1 593 32	0 00	1 593 32	0 00	0 00	0 00
PRGI	220699		FLEMING SENTRY	2022064	3/12/2003	2 222 04	2 222 04	0 00	2 222 04	0 00	0 00	0 00
PRGI	220699		FLEMING COMPANIES	2022065	3/12/2003	2 304 07	2 304 07	0 00	2 304 07	0 00	0 00	0 00
PRGI		00102479	GATEWAY FOODS WI	2022224	3/24/2003	6 000 00	6 000 00	0 00	6 000 00	0 00	0 00	0 00
PRGI	220699	00102480	GATEWAY FOODS WI	2022226	3/24/2003	9 000 00	9 000 00	0 00	9 000 00	0 00	0 00	0 00
PRGI		00101522	GATEWAY MINNEAPOLIS	2022287	3/25/2003	8 734 20	8 734 20	0 00	8 734 20	0 00	0 00	0 00
PRGI	220699		FLEMING COMPANIES	2022309	3/25/2003	6 902 32	6 902 32	0 00	6 902 32	0 00	0 00	0 00
PRGI	220699		FLEMING COMPANIES	2022310	3/25/2003	13 624 55	13 624 55	0 00	13 624 55	0 00	0 00	0 00
PRGI	220699	00106325	FLEMING COMPANIES	2022540	3/28/2003	61 724 25	61 724 25	0 00	61 724 25	0 00	0 00	0 00
PRGI	220699	00104634	COREMARK HAYWARD	2024397	4/30/2003	10 590 98	10 590 98	10 590 98	0 00	0 00	0 00	0 00
PRGI	220699	00104634B	COREMARK HAYWARD	2024397	4/30/2003	2 375 70	2 375 70	2 375 70	0 00	0 00	0 00	0 00
PRGI	220699	00105924	COREMARK HAYWARD	2024397	4/30/2003	10 882 95	10 882 95	10 882 95	0 00	0 00	0 00	0 00
			Total Fleming Companies				594 609 28	23 849 63	114,485 43	31,416 33	241 492 53	183 365 36



November 26, 2001

Fleming Companies - San Antonio

3524 NW 56th St

Oklahoma City, OK 73124

Invoice No

2011713

Terms Audit# 40 Days 102408

## **DESCRIPTION OF SERVICES**

# 1st Billing for the San Antonio Accounts Payable Audit, Caps# 172500, GL# 000-053-0475

Total Gross Claims W	Intten To Date Less Cancellations Less Paybacks		(3,814 99)	\$16,307 22
Net Claims Available				12,492 23
Gross Claims Billed T	his Invoice Less Reserve		(\$2,498 45)	12,492 23
Net Claims Billed			•	\$9,993 78
Profit Recovery Group	o Contract Rate @	23 00%	9,993 78	\$2,298 57 <b>\$2,298 57</b>
	Less Previous Billings		\$0 00	Ψ2,200 01

Total Amount Due This Invoice

\$2,298 57

Submitted By

Nelson Giordano

LEASE REMIT TO.

The Profit Recovery Group, Inc P O Box 100101 Atlanta, GA 30384 - 0101

or wire to Tax Id# 58-1917267 Bank of America

Atlanta, GA
ABA Routing 061000052
Acct Profit Recovery Group
Acct # 01-0255-0820



March 26, 2002

Attn Ellen Peed

Fleming Companies 3524 NW 56th St Oklahoma City, OK 73124 Invoice No

2014289

Terms Audıt # 40 Days 102007

#### **DESCRIPTION OF SERVICES**

# 5th billing for Fleming 2000 Statement audit, CAPS #172500, GL 000-053-0475

Total Gross Claims Written To Date \$1,617,685 45 Less Cancellations (16,72603)Less Paybacks (77 905 96) Net Claims Available 1,523,053 46 Gross Claims Billed This Invoice 1,523,053 46 Less Reserve (\$304,610 69) Net Claims Billed \$1,218,442 77 PRG-Schultz Contract Rate 0 to 386,945 15 @ 20 00% \$77,389 03 386,945 16 to 1,218,442 77 @23 0% \$191,244 45 \$268,633 48

Less Previous Billings

(\$265,40312)

**Total Amount Due This Invoice** 

\$3,230 36

Submitted By

Nelson Giordano

PLEASE REMIT TO
PRG-Schultz
P O Box 100101
Atlanta, GA 30384 - 0101

or wire to Tax Id# 58-1917267



May 14, 2002

Attn Alan Richert

Fleming Companies - Lubbock 3524 NW 56th St Oklahoma City, OK 73124 Invoice No 2014679

Terms
Audit #

40 Days 102425

\$8,909 73

# **DESCRIPTION OF SERVICES**

# 9th billing for Lubbock 2000 Primary, CAPS #172500, GL 000-053-0475

Total Gross Claims V	Nritten To Date Less Cancellations Less Paybacks	(80,617 52) (22,127 74)	\$722,478 08
Net Claims Available	•		\$619,732 82
Gross Claims Billed	This Invoice Less Reserve	(\$123,946 56)	\$619,732 82
Net Claims Billed			\$495,786 26
PRG-Schultz Contra	ct Rate	0 to 165,976 71 @ 22 5% 165,976 71 to 9,999,999,999 99 @23 0%	\$37,344 76 \$75,856 20
			\$113,200 96
	Less Previous Billings	(\$104,291 23)	·

Submitted By

Nelson Giordano

PRG-Schultz
P O Box 100101
Atlanta, GA 30384 - 0101

or wire to Tax Id# 58-1917267

**Total Amount Due This Invoice** 



May 14, 2002

Attn Nicole Dahlberg
GL Manager
Fleming Companies - Lincoln
3524 NW 56th St
Oklahoma City, OK 73124

Total Gross Claims Written To Date

Invoice No 2014680

Terms 40 Days Audit # 102424

#### **DESCRIPTION OF SERVICES**

## 11th Billing for the Lincoln 2000 Primary Caps#172500, GL# 000-053-0475

Less Cancellations (10 907 26) (22,68039)Less Paybacks 504,301 29 Net Claims Available 504,301 29 Gross Claims Billed This Invoice (\$100,860 26) Less Reserve \$403,441 03 Net Claims Billed 0 to 9,903 24 @ 22 5% \$2,228 23 PRG-Schultz Contract Rate 9,903 24 to 9,999,999 99 @ 23 0% \$90,513 69

\$92,741 92

\$537,888 94

Less Previous Billings (\$86,158 82)

Total Amount Due This Invoice \$6,583 10

Submitted By

Nelson Giordano

LEASE REWIT TO

PRG-Schultz
P O Box 100101
Atlanta, GA 30384 - 0101

or wire to Tax Id# 58-1917267



May 14, 2002

Attn Joann Haup

Fleming Companies - Kansas City

P O Box 268972

Oklahoma City, OK 73126

Invoice No 2014681

Terms

40 Days

Audit # 102422

#### **DESCRIPTION OF SERVICES**

# 11th Billing for Kansas City 2000 CAPS 172500, GL #000-053-0475

Total Gross Claims Written To Date \$1,403,716 19

Less Cancellations (306,763 16)

Less Paybacks (82,576 82)

Net Claims Available 1,014,376 21

Gross Claims Billed This Invoice 1,014,376 21

Less Reserve (\$202,875 24)

Net Claims Billed \$811,500 97

PRG-Schultz Contract Rate 0 to 470,433 72 @22 5% \$105,847 58

470,433 73 to 9,999,999 99 @23 0% \$78,445 47

\$184,293 05

Less Previous Billings (\$174,705 23)

Total Amount Due This Invoice \$9,587 82

Submitted By

Nelson Giordano

PLEASE REMIT TO

PRG-Schultz P O Box 100101 Atlanta, GA 30384 - 0101

or wire to Tax Id# 58-1917267 Bank of America Atlanta, GA

ABA Routing 061000052 Acct PRG-Schultz Acct # 01-0255-0820



May 17, 2002

Attn Alan Richert
Fleming Companies - Memphis
3524 NW 56th St
Oklahoma City, OK 73124

Invoice No

2014720

Terms
Audit #

40 Days 102436

#### **DESCRIPTION OF SERVICES**

# 12th Billing for Memphis 2000 CAPS 172500, GL #000-053-0475

"ntal Gross Claims Written To Date \$2,166,947 86

Less Cancellations (415,744 40)

Less Paybacks (38,095 76)

Net Claims Available 1,713,107 70

Gross Claims Billed This Invoice 1,713,107 70

Less Reserve (\$342,621 54)

Net Claims Billed \$1,370,486 16

PRG-Schultz Contract Rate 0 to 31,953 16 @22 5% \$7,189 46

31,953 16 to 1,370486 16 @23 0% \$307,862 59 \$315,052 05

Less Previous Billings (\$291,788 05)

Total Amount Due This Invoice \$23,264 00

Submitted By

Nelson Giordano

PLEASE REMIT TO

PRG-Schultz
P O Box 100101
Atlanta, GA 30384 - 0101

or wire to Tax Id# 58-1917267



June 12, 2002

Fleming Companies - Warsaw 3524 NW 56th Street Oklahoma City, OK 73124 Invoice No

2015243

Terms Audit # 40 Days 102437

#### **DESCRIPTION OF SERVICES**

# 8th billing for Warsaw 2000 Primary, CAPS #172500, GL 000-053-0475

Total Gross Claims Written To Date

\$673,835 61

Less Cancellations Less Paybacks

Less Reserve

(6,446 41) (29,322 23)

Net Claims Available

638,066 97

527,694 17

Gross Claims Billed This Invoice

(\$127,613 39)

Net Claims Billed

\$400,080 78

PRG-Schultz Contract Rate

0 00 to 43,292 58 @ 22 5% 43,292 59 to 510,453 58 @ 23 0%

\$9,740 83 \$107,447 03

\$117,187 86

Less Previous Billings

(\$111 534 00)

**Total Amount Due This Invoice** 

\$5,653 86

Submitted By

Nelson Giordano

PLEASE REMIT TO

PRG-Schultz P O Box 100101 Atlanta, GA 30384 - 0101

or wire to

Tax Id# 58-1917267



June 12, 2002

Attn Alan Richert

Fleming Companies - Lafayette

3524 NW 56th St

Oklahoma City, OK 73124

Invoice No 2015248

Terms Audit#

40 Days 102423

#### **DESCRIPTION OF SERVICES**

# 11th Billing for the Lafayette 2000 Audit, Caps# 172500, GL# 000-053-0475

Total Gross Claims Written To Date \$628,906 97

Less Cancellations (9,005 57) Less Paybacks (17,890 40)

Net Claims Available 602,011 00

Gross Claims Billed This Invoice 602,011 00

Less Reserve (\$120,402 20)

Net Claims Billed \$481,608 80

PRG-Schultz Contract Rate 0 00 TO 96,156 72 @ 22 50% \$21,635 26

96,156 73 TO 481,608 80 @ 23 00% \$88,653 98

\$110,289 24

Less Previous Billings (\$91,664 99)

Total Amount Due This Invoice \$18,624 25

Submitted By

Nelson Giordano

LEASE REMIT TO

PRG-Schultz P O Box 100101 Atlanta, GA 30384 - 0101

or wire to Tax Id# 58-1917267



June 13, 2002

Attn Mellonee Spradlin
GL Manager
Fleming Companies - Fresno
3524 NW 56th St
Oklahoma City, OK 73124

Invoice No

2015252

Terms Audit# Net 40 Days 102413

#### **DESCRIPTION OF SERVICES**

# 10th billing for Fresno 2000 Primary CAPS #172500, GL 000-053-0475

Total Gross Claims Written To Date Less Cancellations Less Paybacks	(89,570 22) (73,350 32)	\$1,096,263 02
Net Claims Available		933,342 48
Gross Claims Billed This Invoice Less Reserve	(\$186,668 50)	933,342 48
Net Claims Billed		\$746,673 98
PRG-Schultz Contract Rate	0 00 to 350,654 21 @ 22 5% 350,654 21 above @ 23 0%	\$78,897 20 \$91,084 55
		\$169,981 75

Less Previous Billings

(\$158,597 19)

**Total Amount Due This Invoice** 

\$11,384 56

## Submitted By

PRG-Schultz

Nelson Giordano

**LEASE REMIT TO** 

P O Box 100101 Atlanta, GA 30384 - 0101 or wire to Tax Id# 58-1917267 Bank of America

Atlanta, GA
ABA Routing 061000052
Acct PRG-Schultz
Acct # 01-0255-0820



June 13, 2002

Attn Janette Dumas GL Manager Fleming Companies - Miami 3524 NW 56th St Oklahoma City, OK 73124

Invoice No 2015254

Terms Audıt# 40 Days 102428

## **DESCRIPTION OF SERVICES**

# 11th Billing for the Miami 2000 Audit, Caps# 172500, GL# 000-053-0475

Total Gross Claims V	Vritten To Date Less Cancellations Less Paybacks	(50,221 34) (99,127 77)	\$718,176 57
Net Claims Available			568,827 46
Gross Claims Billed This Invoice Less Reserve		(\$113,765 49)	568,827 46
Net Claims Billed			\$455,061 97
PRG-Schultz Contract Rate		0 to 157,928 44 @ 22 5% 157,928 44 to 9,999,999,999 99 @ 23 0%	\$35,533 90 \$68,340 71
			\$103,874 61
	Less Previous Billings	(\$99,306 88)	
Total Amount Due This Invoice			\$4,567 73

Nelson Giordano

Submitted By

FASE REMIT TO

PRG-Schultz P O Box 100101 Atlanta, GA 30384 - 0101

or wire to Tax Id# 58-1917267



June 28, 2002

Attn Greg Kline GL Manager Fleming Companies - Massillion 3524 NW 56th St Oklahoma City, OK 73124

Invoice No

2015625

Terms
Audit #

40 Days 102427

# **DESCRIPTION OF SERVICES**

## 11th billing for Masillion 2000 Primary, CAPS #172500, GL 000-053-0475

Total Gross Claims Written To Date \$1,425,703 96

Less Cancellations (14,397 77) Less Paybacks (64,540 92)

Net Claims Available 1,346,765 27

Gross Claims Billed This Invoice 1,346,765 27

Less Reserve (\$269,353 05)

Net Claims Billed \$1,077,412 22

PRG-Schultz Contract Rate from 0 00 to 82,858 74 @ 22 5% \$18,643 22

from 82,858 75 to 9,999,999,999 99 @ 23 0% \$228,747 30

\$247,390 52

Less Previous Billings (\$234,417.73)

Total Amount Due This Invoice \$12,972 79

Submitted By

Nelson Giordano

LEASE REMIT TO

PRG-Scnuitz P O Box 100101 Atlanta, GA 30384 - 0101

or wire to Tax Id# 58-1917267 Bank of America
Atianta, GA

ABA Routing 061000052 Acct PRG-Schultz Acct # 01-0255-0820



June 28, 2002

Attn Jean Bostwick GL Manager Fleming Companies - Philadelphia Oaks 3524 NW 56th St Oklahoma City, OK 73124

Invoice No

2015626

Terms Audıt# 40 Days 102432

#### **DESCRIPTION OF SERVICES**

# 9th Billing Philadelphia 00, CAPS #172500, GL 000-053-0475

Total Gross Claims Written To Date

\$313,679 87

Less Cancellations Less Paybacks (1,220 61) (10,730 16)

Net Claims Available

301,729 10

Gross Claims Billed This Invoice

301,729 10

Less Reserve

(\$60,345 82)

**Net Claims Billed** 

\$241,383 28

PRG-Schultz Contract Rate

0 to 4762 55 @22 5%

\$1,071 57 \$54,422 77

4762 55 to 999,999,999 00 @ 23 0%

\$55,494 34

Less Previous Billings

(\$50,13797)

**Total Amount Due This Invoice** 

\$5,356 37

Submitted By

'elson Giordano

PLEASE REMIT TO

PRG-Schultz P O Box 100101 Atlanta, GA 30384 - 0101

or wire to Tax Id# 58-1917267



June 28, 2002

Attn Alan Rıchert

Fleming Companies - Sacramento

3524 NW 56th St

Oklahoma City, OK 73124

Invoice No 201

2015629

Terms Audit# 40 Days 102435

#### **DESCRIPTION OF SERVICES**

# 12th Billing for Sacramento 2000 CAPS 172500, GL #000-053-0475

Total Gross Claims Written To Date \$1,321,654 83

Less Cancellations (100,305 14) Less Paybacks (69,867 24)

Net Claims Available 1,151,482 45

Gross Claims Billed This Invoice 1,151,482 45

Less Reserve (\$230 296 49)

Net Claims Billed \$921,185 96

PRG-Schultz Contract Rate 0 to 362,100 13 @22 5% \$81,472 53 362,100 14 to 999,999,999 99 @23 0% \$128,589 74

\$210,062 27

Less Previous Billings (\$203,821 98)

Total Amount Due This Invoice \$6,240 29

## Submitted By

Nelson Giordano

\_EASE REMIT TO Bank of America

 PRG-Schultz
 Atlanta, GA

 P O Box 100101
 or wire to
 ABA Routing 061000052

 Atlanta, GA 30384 - 0101
 Tax Id# 58-1917267
 Acct PRG-Schultz

Acct # 01-0255-0820



August 28, 2002

Attn Alan Richert

Fleming Companies

P O Box 24710

Oklahoma City, OK 73124

Total Gross Claims Written To Date

PRG-Schultz Contract Rate @ 23 00%

Invoice No 2016569

Terms 40 Days

\$372,883 75

\$68,336 14

Audit # 103941

## **DESCRIPTION OF SERVICES**

# 2nd billing for Fleming 2001 Statement audit, CAPS # 172500, GL 000-053-0475

Less Cancellations Less Paybacks	(1,491 67) 0 00	
Net Claims Available		371,392 08
Gross Claims Billed This Invoice Less Reserve	(\$74,278 42)	371,392 08
Net Claims Billed		\$297,113 66

Less Previous Billings (\$3,230 36)

Total Amount Due This Invoice \$65,105 78

Submitted By

Nelson Giordano

PLEASE REMIT TO

PRG-Schultz
P O Box 100101
Atlanta, GA 30384 - 0101

or wire to Tax Id# 58-1917267



September 13, 2002

Attn John Sartin
GL Manager
Fleming Companies - Salt Lake City
3524 NW 56th St
Oklahoma City, OK 73124

Invoice No

2016934

Terms Audit No Net 15 Days 101509

## **DESCRIPTION OF SERVICES**

## 10th Billing for the 2000 SLC Audit, Caps# 172500, GL# 000-053-0475

Total Gross Claims Written To Date \$720,318 71

Less Cancellations (143,410 14) Less Paybacks (118,141 67)

Net Claims Available 458,766 90

Gross Claims Billed This Invoice 458,766 90

Less Reserve (\$91 753 38)

Net Claims Billed \$367,013 52

PRG-Schultz Contract Rate 0 to 113,463 06 @ 22 5% \$25,529 19

113,463 06 to 9,999,999,999 99 @ 23 0% \$58,316 61

\$83,845 80

Less Previous Billings (\$71,224 53)

Total Amount Due This Invoice \$12,621 27

Submitted By

Nelson Giordano

LEASE REMIT TO

PRG-Schultz
P O Box 100101
Atlanta, GA 30384 - 0101

or wire to Tax Id# 58-1917267 Bank of America Atlanta, GA ABA Routing 061000052

Acct PRG-Schultz Acct # 01-0255-0820



Invoice No Audit No Terms 2019438 104637 Due Upon Receipt

\$891 72

**CoreMark - Portland** 13551 SE Johnson Portland, OR 97222

Attn Tracı Tsujımura

Descriptio	•	$\sim$	
LACOMINIA	m at		TIME

#### Billing of the Claims for the 2000 Accounts Payable Audit

Cumulativ	e Claims Written to Date		\$61,964 52
	Less Cancellations	-\$10,604 01	
	Less Paybacks	\$0 00	
	Less Adjustments	\$0 00	
Net Claim	s Available		\$51,360 51
Gross Clai	ıms Bılled This Invoice		\$51,360 51
	Less Reserve	-\$10,272 10	
Net Claim	ns Billed		\$41,088 41
	PRG-Schultz Contract Rate @ 35 00%		\$14,380 94
	Less Previous Billings	-\$13,489 22	

Submitted by Mike Shelansky

Please Remit To

PRG-Schultz P O Box 100101 Atlanta, GA 30384-0101

**Total Amount Due This Invoice** 

or wire to



December 31, 2002

Invoice No Audit No

**Terms** 

2019456 104630 Due Upon Receipt

\$45,203 97

CoreMark - Denver 3650 Fraser St Aurora, CO 80011

Attn Bill Murray

Cumulative Claims Written to Date

Description of Services

Billing of the Claims for the 2000 Accounts Payable Audit

Less Cancellations-\$4 383 35Less Paybacks\$0 00Less Adjustments\$0 00

Net Claims Available \$40,820 62

Gross Claims Billed This Invoice \$40,820 62

Less Reserve -\$8,164 12

Net Claims Billed \$32,656 50

PRG-Schultz Contract Rate @ 35 00% \$11,429 78

Less Previous Billings -\$11,050 04

Total Amount Due This Invoice \$379 74

Submitted by Mike Shelansky

Please Remit To

PRG-Schultz P O Box 100101 Atlanta, GA 30384-0101

or wire to



December 31, 2002

Attn. Nicole Jones-Gay Sentry - Fleming 3524 NW 56th Street Oklahoma City, OK

Invoice No 2

2019645

Terms Audit No Net 30 106651

#### DESCRIPTION OF SERVICES

#### Billing for the 2001 DSD Audit

Total Gross Claims Written To Date		<b>\$</b> 9,971 14
Less Cancellations	0 00	42,271 14
Less Paybacks	0 00	
Less Adjustment	0 00	
Net Claims Available		\$9,971 14
Gross Claims Billed This Invoice		\$9,971 14
Less Reserve	(\$1,098 78)	-
Net Claims Billed		\$8,872 36
PRG-Schultz Contract Rate @ 35 0%		\$3,105 33
		\$3,105 33
Less Previous Billings	(\$1,538 29)	

Submitted By Barb Bilbrey

PLEASE REMIT TO
PRG-Schultz
P O Box 100101
Atlanta, GA 30384 - 0101

or wire to Tax Id# 58-1917267

**Total Amount Due This Invoice** 

Bank of America
Atlanta, GA
ABA Routing 061000052
Acct PRG-Schultz
Acct # 01-0255-0820

\$1,567 04



December 31, 2002

Attn. Nicole Jones-Gay Bakers/Fleming 6525 N Meridan Oklahoma City, OK 73116

Invoice No

2019647

Terms

Net 30

Audit No

104381

#### **DESCRIPTION OF SERVICES**

#### Billing for the 1997-1999 Accounts Payable Audit

\$587,958 38 Total Gross Claims Written To Date Less Cancellations (52,15343)Less Paybacks (40,287 05) Less Adjustments (58,469 38) \$437,048 52 Net Claims Available \$437,048 52 Gross Claims Billed This Invoice Less Reserve \$0.00 \$437,048 52 Net Claims Billed \$218,524 26 PRG-Schultz Contract Rate @ 50 0% \$218,524 26 (\$225,043 06) Less Previous Billings

Total Amount Due This Invoice

(\$6,518 80)

Submitted By **Barb Bilbrey** 

PLEASE REMIT TO

PRG-Schultz P O Box 100101 Atlanta, GA 30384 - 0101

or wire to Tax Id# 58-1917267 Bank of America Atlanta, GA

ABA Routing 061000052 Acct. PRG-Schultz Acct # 01-0255-0820



January 15, 2003

Rev. was moved from And the 102617 and was Placed on And HT 110650 \* Spel H

Fleming Companies - OKC 3524 NW 56th St. Oklahoma City, OK 73124 Invoice No

2019958 (2020056)

Terms Audit No

15 Days 102617

#### **DESCRIPTION OF SERVICES**

#### Billing for the 2002 Special Project

Total Gross Claims Written To Date		<b>\$</b> 1,824,446 88
Less Cancellations	0 00	<b>4-3</b>
Less Paybacks	0 00	
Net Claims Available		\$1,824,446 88
Gross Claims Billed This Invoice Less Reserve	(\$364,889 38)	\$1,824,446 88
	(400 1,005 50)	
Net Claims Billed		\$1,459,557 50
PRG-Schultz Contract Rate @ 20 0%		\$291,911 50
		\$291,911 50
Less Previous Billings	\$0 00	

**Total Amount Due This Invoice** 

\$291,911 50

Submitted By Nelson Giordano

**LEASE REMIT TO** 

PRG-Schultz
P O Box 100101
Atlanta, GA 30384 - 0101

or wire to Tax id# 58-1917267 Bank of America
Atlanta, GA

ABA Routing 061000052 Acct. PRG-Schultz Acct.# 01-0255-0820



Invoice No Audit No Terms February 7, 2003 2021004 104812 Due Upon Receipt

\$6,310 95

CoreMark Hayward 31300 Medallion Drive Hayward, CA 94544

Attn Bruce McKenna

#### Description of Services

#### Final billing of claims for the 1999 A/P audit

Cumulative Claims Written to Date		\$168,220 87
Less Cancellations Less Paybacks Less Adjustments	-\$500 00 -\$40,639 22 \$0 00	
Net Claims Available		\$127,081 65
Gross Claims Billed This Invoice		\$127,081 65
Less Reserve	\$0 00	
Net Claims Billed		\$127,081 65
PRG-Schultz Contract Rate @ 35 00%		\$44,478 58
Less Previous Billings	-\$38,167 63	

Submitted by

**Total Amount Due This Invoice** 

Please Remit To

Mike Shelansky

PRG-Schultz P O Box 100101 Atlanta, GA 30384-0101

or wire to



Invoice No Audit No February 21, 2003

2021151 101522 Net 30 Days

Terms

La Crosse Fleming 1637 St James Street La Crosse, WI 54602

Attn Claudia Newton, Manager, Accounts Payable

#### 10th billing for the 2001 Minneapolis Grocery audit CAPS # 172500

	\$614,745 17
\$0 00 -\$56,932 34 \$0 00	
	\$557,812 83
	\$557,812 83
\$0 00	
	\$557,812 83
0 00 to 344,421 53 @ 20 00% 344,421 54 to 390,442 37 @ 22 50% 390,442 38 to 5,000,000 @ 23 00%	\$68,884 31 \$10,354 69 \$38,495 21 \$117,734 21
	-\$56,932 34 \$0 00 \$0 00 0 00 to 344,421 53 @ 20 00% 344,421 54 to 390,442 37 @ 22 50%

Less Fee Reserve -\$8,734 20 Less Previous Billings -\$103,000 01

**Total Amount Due This Invoice** 

\$6,000 00

Submitted by John Osmundsen

Please Remit To

PRG-Schultz

Bank of America Atlanta, GA



March 11, 2003

Invoice No Audit No Terms 2022014 107952 Net 30 Days

Rainbow Fleming 3524 NW 56th Street Oklahoma City, OK 73112

Attn Nicole Jones-Gay, Accounts Payable

#### **Description of Services**

#### Billing of the Deducted Claims on the 2000 DSD Audit

Cumulative Claims Billed This Invoice		\$155,797 64
Less Cancellations	-\$9 310 65	
Less Paybacks	\$0 00	
Less Debit Balances	-\$139,980 39	
Less Adjustments	\$0 00	
CALLAR C. D. C.		<b>\$6.506.60</b>

Subtotal Before Retainage	\$6,306 60

Less Reserve -\$1,301 32

Net Claims Billed \$5,205 28

PRG-Schultz Contract Rate @35 0% \$1,821 85

Less Previous Billings \$0 00

Total Amount Due This Invoice \$1,821 85

Submitted by

Nancy Mancuso

Please Remit To

PRG-Schultz P O Box 100101 Atlanta, GA 30384-0101

or wire to

Bank of America Atlanta, GA ABA Routing - 061000052 Acct PRG-Schultz

Acct # 01-0255-0820



March 11, 2003

Invoice No Audit No Terms 2022016 106650 Net 30 Days

\$558 83

Bakers Fleming 3524 NW 56th Street Oklahoma City, OK 73112

Attn Nicole Jones-Gay, Accounts Payable

Description	of Services
-------------	-------------

#### Billing of the Deducted Claims on the 2001 DSD Audit

\$5,703 22
\$1,995 82
\$1,596 66
\$558 83

Submitted by Nancy Mancuso

Please Remit To

PRG-Schultz P O Box 100101 Atlanta, GA 30384-0101

**Total Amount Due This Invoice** 

or wire to



March 11, 2003

Invoice No Audit No Terms 2022055 104365 Net 30 Days

Rainbow Fleming 3524 NW 56th Street Oklahoma City, OK 73112

Attn Nicole Jones-Gay, Accounts Payable

#### Description of Services

#### 16th billing of Fleming 1999 DSD audit

Tota bining of Fleming	g 1999 DSD audit	
Cumulative Claims Billed This Invoice		\$1,369,910 79
Less Cancellations	-\$203,132 86	
Less Paybacks	-\$20,596 53	
Less Debit Balances	-\$173,086 27	
Less Adjustments	-\$175 94	
Subtotal Before Retamage		\$972,919 19
Less Reserve	-\$44,641 38	
Net Claims Billed		\$928,277 81
PRG-Schultz Contract Rate		\$464,138 91
Less Previous Billings	-\$462,545 58	
Total Amount Due This Invoice		\$1,593 33

Submitted by

Nancy Mancuso

Please Remit To

PRG-Schultz P O Box 100101 Atlanta, GA 30384-0101

or wire to



March 12, 2003

Invoice No Audit No Terms 2022064 104366 Net 30 Days

\$2,222 04

Sentry - Fleming 3524 NW 56th Street Oklahoma City, OK 73112

Attn Nicole Jones-Gay, Accounts Payable

Descri	otion	of Se	rvices

#### 2nd billing of Sentry 2000 DSD audit

2nd billing of Sentr	y 2000 DSD audit	
Cumulative Claims Billed This Invoice		\$94,269 96
Less Cancellations	-\$11,000 64	
Less Paybacks	\$0 00	
Less Debit Balances	-\$46,406 02	
Less Adjustments	\$0 00	
Subtotal Before Retamage		\$36,863 30
Less Reserve	-\$7,372 66	
Net Claims Billed		\$29,490 64
PRG-Schultz Contract Rate @ 35 00%		\$10,321 72
Less Previous Billings	-\$8,099 68	

Submitted by

Nancy Mancuso

Please Remit To

PRG-Schultz P O Box 100101 Atlanta, GA 30384-0101

**Total Amount Due This Invoice** 

or wire to



March 12, 2003

Invoice No Audit No Terms 2022065 103852 Net 30 Days

Bakers - Fleming 3524 NW 56th Street Oklahoma City, OK 73112

Attn Nicole Jones-Gay Accounts Payable

Description of Service	
	i

#### 2nd billing of Bakers 2000 DSD audit

2nd bining of bake	18 2000 DSD audit	
Cumulative Claims Billed This Invoice		\$127,300 36
Less Cancellations	-\$3 141 60	
Less Paybacks	-\$3,086 90	
Less Debit Balances	-\$96,000 16	
Less Adjustments	\$0 00	
Subtotal Before Retainage		\$25,071 70
Less Reserve	-\$2,544 82	
Net Claims Billed		\$22,526 88
PRG-Schultz Contract Rate @ 35 00%		\$7,884 41
Less Previous Billings	-\$5,580 34	

**Total Amount Due This Invoice** 

\$2,304 07

Submitted by

Nancy Mancuso

Please Remit To

PRG-Schultz P O Box 100101 Atlanta, GA 30384-0101

or wire to

Bank of America Atlanta, GA ABA Routing - 061000052 Acct PRG-Schultz

Acct # 01-0255-0820



Invoice No Audit No

Terms

March 24, 2003 2022224 102479 Net 15 Days

\$768,166 41

La Crosse Fleming 1637 St James Street La Crosse, WI 54602

Attn Claudia Newton, Manager, Accounts Payable

#### 8th billing for the 2001 La Crosse Grocery audit CAPS # 172500

Cumulative Claims Written to Date

Less Cancellations\$0 00Less Paybacks-\$71,189 29Less Adjustments\$0 00

Net Claims Available \$696,977 12

Gross Claims Billed This Invoice \$696,977 12

Less Reserve \$0 00

Net Claims Billed \$696,977 12

PRG-Schultz Contract Rate @ 20 00% \$139,395 42

Less Fee Reserve -\$23,395 42 Less Previous Billings -\$110,000 00

Total Amount Due This Invoice \$6,000 00

Submitted by

John Osmundsen

Please Remit To

PRG-Schultz P O Box 100101 Atlanta, GA 30384-0101

or wire to



March 24, 2003

Invoice No Audit No Terms 2022226 102480 Net 15 Days

La Crosse Fleming

1637 St James Street La Crosse, WI 54602

Attn Claudia Newton, Manager, Accounts Payable

Description of Services						
1st billing for the 2001 La Crosse GMD aud	nt CAPS# 172500					
Cumulative Claims Written to Date		\$56,143 01				
Less Cancellations	\$0 00					
Less Paybacks	\$0.00					
Less Adjustments	\$0 00					
Net Claims Available		\$56,143 01				
Gross Claims Billed This Invoice		\$56,143 01				
Less Reserve	\$0 00					
Net Claims Billed		\$56,143 01				
PRG-Schultz Contract Rate @ 20 00%		\$11,228 60				
Less Fee Reserve	-\$2,228 60					
Less Previous Billings	\$0 00					
Total Amount Due This Invoice		\$9,000 00				

Submitted by

John Osmundsen

Please Remit To

PRG-Schultz PO Box 100101 Atlanta, GA 30384-0101

or wire to



Invoice No Audit No Terms March 25, 2003 2022287 101522 Net 30 Days

La Crosse Fleming 1637 St James Street La Crosse, WI 54602

Attn Claudia Newton, Manager, Accounts Payable

Descri	ption	of	Services	

11th billing for the 2001	Minneapolis Grocery audit CAPS # 172500	
Cumulative Claims Written to Date		\$614,745 17
Less Cancellations	\$0 00	
Less Paybacks	-\$56,932 34	
Less Adjustments	\$0 00	
Net Claims Available		\$557,812 83
Gross Claims Billed This Invoice		\$557,812 83
Less Reserve	\$0 00	
Net Claims Billed		\$557,812 83
PRG-Schultz Contract Rate	0 00 to 344,421 53 @ 20 00%	\$68,884 31
	344,421 54 to 390,442 37 @ 22 50%	\$10,354 69
	390,442 38 to 5,000,000 @ 23 00%	\$38,495 21
		\$117,734 21
Less Fee Reserve	\$0 00	
Less Previous Billings	-\$109,000 00	

**Total Amount Due This Invoice** 

\$8,734 21

Submitted by John Osmundsen

Please Remit To

PRG-Schultz

Bank of America Atlanta, GA



March 25, 2003

Invoice No Audıt No Terms

2022309 106325 Net 10 Days

Fleming Companies, Inc. 3524 Northwest 56th Street Oklahoma City, OK 73112

Descripti		₽£	Car.	****
Descripti	UU	U	OCI	AICCS

#### **Billing of the 2002 Statement Audit**

\$2,172,402 10 Gross Claims Billed

> -\$4,628 11 Less Cancellations -\$525,196 72 Less Paybacks -\$16,944 37 Less Adjustments -\$82,526 81 Less Debit Balance

Net Claims Available \$1,543,106 09

> Less Reserve -\$308,621 22

\$1,234,484 87 Net Claims Billed

\$246,896 97 PRG-Schultz Contract Rate @ 20 0%

> -\$239,994 66 Less Previous Billings

**Total Amount Due This Invoice** \$6,902 31

Submitted by Theresa Wash

Please Remit To

PRG-Schultz P O Box 100101 Atlanta, GA 30384-0101

or wire to

Bank of America Atlanta, GA ABA Routing - 061000052 Acct PRG-Schultz

Acct # 01-0255-0820



Invoice No Audit No Terms March 25, 2003 2022310 107324 Net 10 Days

Fleming Companies, Inc. 3524 Northwest 56th Street Oklahoma City, OK 73112

Descrip	tion	ot	Serv	aces

#### **Billing of the 2003 Statement Audit**

Gross Claims Billed \$104,679 51

Less Cancellations\$0 00Less Paybacks\$0 00Less Adjustments-\$19,526 09Less Debit Balance\$0 00

Net Claims Available \$85,153 42

Less Reserve -\$17,030 68

Net Claims Billed \$68,122 74

PRG-Schultz Contract Rate @ 20 0% \$13,624 55

Less Previous Billings \$0 00

Total Amount Due This Invoice \$13,624 55

Submitted by Theresa Wash

Please Remit To

PRG-Schultz P O Box 100101 Atlanta, GA 30384-0101

or wire to



March 28, 2003

Invoice No Audit No Terms 2022540 106325 Net 10 Days

\$2,172,402 10

Fleming Companies, Inc 3524 Northwest 56th Street Oklahoma City, OK 73112

Gross Claims Billed

**Description of Services** 

Reserve billing of the 2002 Statement Audit

Less Cancellations -\$4,628 11

 Less Cancellations
 -\$4,628 11

 Less Paybacks
 -\$525,196 72

 Less Adjustments
 -\$16,944 37

 Less Debit Balance
 -\$82,526 81

Net Claims Available \$1,543,106 09

Less Reserve \$0 00

Net Claims Billed \$1,543,106 09

PRG-Schultz Contract Rate @ 20 0% \$308,621 22

Less Previous Billings -\$246,896 97

Total Amount Due This Invoice \$61,724 25

Submitted by

Theresa Wash

Please Remit To

PRG-Schultz P O Box 100101 Atlanta, GA 30384-0101

or wire to

Bank of America Atlanta, GA

ABA Routing - 061000052 Acct PRG-Schultz

Acct # 01-0255-0820

#### The Profit Recovery Group / Schultz, USA - Retail Fleming Companies Bankruptcy Proof of Claim Outstanding Aged Invoices As of April 1, 2003

Audıt Number	FRESN	Client Name	Invoice Number 2015252	Invoice Date 6/14/02	Invoice Amount \$11,384 56	Invoice Balance \$11,384 56	Days Out 290	0-44 Days	45-90 days	Over 90 Days \$11,384 56	Comments Were working on Reconciliation's
	[	3 - 00 3 CITY - 00	2015252	5/15/02	\$9,587 83	\$9,587.83	320			\$9,587 83	Were working on Reconciliation's
		TTE - 00	2015248	6/13/02	\$18,624 25	\$18,624 25	291			\$18,624 25	Were working on Reconciliation's
	LINCOL		2014680	5/15/02	\$6,583 03	\$6,583 03	320			\$6,583 03	Were working on Reconciliation's
	LUBBO		2014679	5/15/02	\$8,909 73	\$8,909 73	320			\$8,909 73	Were working on Reconciliation's
	_	LON - 00	2015625	6/28/02	\$12,972 79	\$12,972 79	276			\$12,972 79	Were working on Reconciliation's
	MEMPH		2014720	5/17/02	\$23,263 89	\$23,263 89	318			\$23,263 89	Were working on Reconciliation's
	MIAMI -		2015254	6/14/02	\$4,567 73	\$4,567 73	290			\$4,567 73	Were working on Reconciliation's
		ELPHIA OAKS - 00	2015626	6/28/02	\$5,356 37	\$5,356 37	276			\$5,356 37	Were working on Reconciliation's
		MENTO - 00	2015629	6/28/02	\$6,240 29	\$6,240 29	276			\$6,240 29	Were working on Reconciliation's
						• •				• •	-
		AKE CITY - 00	2016934	9/13/02	\$12,621 27	\$12,621 27	199			\$12,621 27	Were working on Reconciliation's
	- 1	TONIO - 00		11/28/01	\$2,298 57	\$2,298 57	488			\$2,298 57	Were working on Reconciliation's
	Statems		2014289	4/24/02	\$3,233 35	\$2,251 10 65 405 70	341			\$2,251 10	
103491	Stateme	HIE - UI	2016569	8/28/02	65,105 78 <b>\$68,339,13</b>	<u>65,105 78</u> <b>\$67.356.88</b>	<u>215</u>			<u>65,105 78</u> <b>\$67,356 88</b>	Were working on Reconciliation's
102437	WARSA	W - 00	2015243	6/13/02	\$5,653 86	\$5,653 86	291			\$5,653 86	Were working on Reconciliation's
110650	Special	OI Project - 02	2019958	1/15/03	\$291,911 50	\$291,911 50	70		\$291,911 50		
	Sub Tot	al Fleming Divisions			<u>\$488,314.80</u>	<u>\$487.332.55</u>		<u>\$0 00</u>	<u>\$291.911 50</u>	<u>\$195.421.05</u>	
	Gat	eway Divisions									
101522	Mpls, M		2021151	2/19/03	\$6,000 00	\$6,000 00	40	\$6,000 00			
101523		r, WI - 00	2021530	2/28/03	7,977 97	7,977 97	31	7,977 97			Check Returned by Fleming's Bank
102479 102480	1	e, WI - 01 e, WI - GMD - 01	2022224 2022226	3/24/03 3/24/03	6,000 00 9,000 00	6,000 00 9,000 00	7 7	6,000 00 9,000 00			
101522	Mpis, M	•	2022287	3/25/03	8,734 20	8,734 20	<u>6</u>	8,734 20			
	Sub To	tal Gateway Division	ns		\$ <u>37,712 17</u>	\$ <u>37,712 17</u>		\$ <u>37,712 17</u>	\$ <u>0 00</u>	\$ <u>0 00</u>	

## The Profit Recovery Group / Schultz, USA - Retail Fleming Companies Bankruptcy Proof of Claim Outstanding Aged Invoices As of April 1, 2003

					100111pin 1,						
<u>Audıt</u> Number		Client Name	Invoice Number	Invoice Date	<u>Invoice</u> <u>Amount</u>	<u>Invoice</u> Balance	<u>Days</u> <u>Out</u>	<u>0-44 Days</u>	45-90 days	Over 90 Days	
105057 105057 105057 110489	Rebate Rebate Rebate	bates Accruals Due Fleming - 2000 Due Fleming - 2000 Due Fleming - 2000 Due Fleming - 2001	2016835 2017574 2018171 2019886		(504 38) (33 51)	(\$11,517 80) (504 38) (33 51) (46,096 21)	212 182 151 <u>90</u>		(\$46,096 21)	(\$11,517 80) (504 38) (33 51)	Were working on Reconciliation's Were working on Reconciliation's Were working on Reconciliation's Should have cleared with last cash Rece
,		tal Rebates			(\$58,151 <u>90</u> )	( <u>\$58,151 90</u> )		\$ <u>0 00</u>	( <u>\$46,096 21</u> )	( <u>\$12,055 69</u> )	
	Total F	leming Companies			\$ <u>467,875 07</u>	\$ <u>466,892 82</u>		\$ <u>37,712 17</u>	\$ <u>245,815 29</u>	\$ <u>183,365 36</u>	
2000	) / 2001	Reclamation Audit 1	Геат								
106325 107324 106325	2002	Central Statement Prior - 2002 Prior - 2002 Prior - 2002	2022309 2022310 2022540	3/25/03	\$6,902 32 13,624 55 61,724 25 \$82,251,12	\$6,902 32 13,624 55 61,724 25 \$82,251,12	6 6 <u>3</u>	\$6,902 32 13,624 55 61,724 25 <b>\$82,251 12</b>	<u>\$0.00</u>	<u>\$0.00</u>	Current Invoicing Current Invoicing Current Invoicing
Various Various 104812 104634	Portlan Denver Haywai Haywai	COREMARK d - 2000 - 2000 d - 1999 d - 2000 Sub Total COREMA	2019456 2021004 2021003			\$249 28 379 72 25,416 33 23,849 62 <b>\$49,894.95</b>	90 90 52 <u>52</u>	\$25,416 33 23,849 62 <b>\$49,265 95</b>	\$249 28 379 72 <b>\$629.00</b>	<u>\$0.00</u>	
	Central	Duplicate Pay Audit	t								
Sub	Total Ce	ntral Duplicate Pay	Audıt		<u>\$0.00</u>	<u>\$0.00</u>		<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0 00</u>	
	Total [	ue PRG / Schultz			<u>\$600.021.14</u>	<u>\$599,038 89</u>		<u>\$169,229 24</u>	<u>\$246,444.29</u>	<u>\$183,365,36</u>	

#### PRG - Schultz, USA, Inc. Fleming Companies Reserve Balance Revenue Due PRGS Audit Year 2002 As of July 30, 2003

#### Reserve Claims are claims that have been identified and deducted by Fleming, however, PRGS does not invoice to reserve for future repayments - per contract 20% of Gross Claims

**Amount Due** 

2001

1 st Tier

\$25 0 Million

20%

\$281,536 97

2001

\$5 0 Million

19%

0 00

Invoice Number

2019168

2 nd Tier

Revenue Due PRGS

\$281,536 97

Calculations equals Reserve Claims

times contract

rate

	2002						
	Audit Number	Net Claims Invoiced ATD	Reserve Claims	Invoiced Revenue			
Grocery					Ť		
Buffalo, NY					t		
Fresno, CA	102640	287,125 72	71,781 43	57,425 14	t		
Garland TX	110412	160,993 98	40,248 50	32,198 80	T		
Geneva, Al	102591	143,170 55	35,792 64	28,634 11	t		
		<del></del>			-		

2019107 2019115 2019113 Hawaii 102593 26,612 95 6,653 24 2019146 5,322 59 Houston, TX Kansas City, Mo 102567 225,008 14 56,252 03 45,001 63 2019150 Lafayette, LA 102585 194,742 85 48,685 71 38,948 57 2019155 Lincoln, NE 102599 121,580 14 30.395 04 24,316 03 2019159 Lubbock, TX 243,277 20 102602 60,819 30 48,655 44 2019163 Masillion, OH 102605 330,239 31 82,559 83 66,047 86 2019119 Memphis, TN 102631 262,669 38 65,667 35 52,533 88 2019123 Miami, Fl 102609 226,188 86 56,547 22 45,237 77 2019128 Nashville, TN 102613 296,727 75 74,181 91 59,345 55 2019132 **NE Perrishable** 102615 218,655 75 54,663 94 43,731 15 2019136 Oklahoma City, OK 102617 118,668 42 29,667 10 23,733 68 2019138 Peoria, IL Philadelphia Oaks, PA Phoenix, AZ 102621 315,244 86 78,811 21 63,048 97 2019142 Portland, OR

276,881 28 69,220 32 55,376 26 2019172 San Antonio, TX Sikestion, MO Tulsa, OK Warsaw, NC 102635 238,511 14 59,627 79 47,702 23 2019174 York, PA

403,829 58

Sub Total Grocery PSC	4,090,127 86	1,022,531 96	818,025 58	
GMD				
Dallas, TX				
King of Prussia, PA			<del> </del>	
Memphis, TN			<del></del>	

Sacramento, CA Topeka, KS

Sacramento, CA -

Salt Lake City

Sub Total GMD 0 00

102627

102629

0 00 0 00

100,957 40

80,765 92

#### PRG - Schultz, USA, Inc Fleming Companies Invoicing / Reserve Analysis

	li de la companya de	<u> </u>	l l	
Audıt Number	Net Claims Invoiced ATD	Reserve Claims	Invoiced Revenue	Invoice Number
110413	81,053 98	20,263 50	16,210 80	2019176
	81,053 98	20,263 50	16,210 80	
102617	1,459,557 50	364,889 38	291,911 50	2019958
	<u>5,630,739 34</u>	1,407,684 84	1,126,147 88	
	<del></del>			
	<del></del>			
<del> </del>	<u> </u>			
	0 00	0 00	0 00	
106325	1,259,923 73	314,980 93	251,984 75	2019180
	5.630.739.34	1 407 684 84	1 126 147 88	
	0,000,700 04	1,407,004 04	1,120,147 00	
20%	25 000 000 00	1 407 694 94		
	• •	1,401,004 04		
17 /0	~55,000,000 00	1,407,684 84		
	110413	Audit Number Invoiced ATD  110413 81,053 98 81,053 98 102617 1,459,557 50  5,630,739 34  20% 25,000,000 00 19% 5,000,000 00 18% 5,000,000 00	Audit Number Invoiced ATD Reserve Claims  110413 81,053 98 20,263 50 81,053 98 20,263 50 102617 1,459,557 50 364,889 38  5,630,739 34 1,407,684 84  20% 25,000,000 00 18% 5,000,000 00 17% >35,000,000 00 17% >35,000,000 00	Audit Number Invoiced ATD Reserve Claims Revenue  110413 81,053 98 20,263 50 16,210 80  81,053 98 20,263 50 16,210 80  102617 1,459,557 50 364,889 38 291,911 50  5,630,739 34 1,407,684 84 1,126,147 88  0 00 0 0 0 0 0 0 0  106325 1,259,923 73 314,980 93 251,984 75  5,630,739 34 1,407,684 84 1,126,147 88  20% 25,000,000 00 1,407,684 84 1,126,147 88

#### PRG - Schultz, USA, Inc Fleming Companies Reserve Balance Revenue Due PRGS Audit Year 2000 As of July 30, 2003

## Reserve Claims are claims that have been identified and deducted by Fleming, however, PRGS does not invoice to reserve for future repayments - per contract 20% of Gross Claims

Amount Due PRGS

2000 Contract Rate

32%

\$1,502,284 53

Calculations equals Reserve Claims times contract rate

			2000		
	Audit Number	Net Claims Invoiced ATD	Reserve Claims	Invoiced Revenue	Invoice Number
Grocery					ļ
Buffalo, NY	102410	226,484 86	56,596 21	6,354 38	2014230
Fresno, CA	102413	933,342 48	186,668 50	169,981 75	2015252
Garland TX	102414	899,711 62	224,927 91	199,809 31	2014682
Geneva, Al	102416	463,967 68	115,991 92	106,313 13	2015253
Hawaii	101497	180,753 41	0 00	41,573 98	2012086
Houston, TX					
Kansas City, Mo	102422	811,500 97	202,875 24	184,293 05	2014681
Lafayette, LA	102423	481,608 80	120,402 20	110,289 24	2015248
Lincoln, NE	102424	403,441 03	100,860 26	92,741 92	2014680
Lubbock, TX	102425	495,786 26	123,946 56	113,200 96	2014679
Masillion, OH	102427	1,077,412 22	269,353 05	247,390 52	2015625
Memphis, TN	102436	1,370,486 16	342,621 54	315,052 05	2014720
Miami, Fl	102428	455,061 97	113,765 49	103,874 61	2015254
Nashville, TN	101515	1,179,526 18	294,881 54	250,567 87	2014705
NE Perrishable	1042430	474,700 44	118,675 11	109,139 70	2014688
Oklahoma City, OK	102431	983,952 74	245,988 18	217,619 91	2015255
Peoria, IL					
Philadelphia Oaks, PA	102432	241,383 28	60,345 82	55,494 34	2015626
Phoenix, AZ	102433	2,002,177 51	500,544 38	456,604 99	2015627
Portland, OR					
Sacramento, CA -	102435	921,185 96	230,296 49	210,062 27	2015629
Salt Lake City	101509	367,013 52	91,753 38	83,845 80	2016934
San Antonio, TX	102408	9,993 78	2,498 45	2,298 57	2011713
Sikestion, MO	<u> </u>				
Tulsa, OK					
Warsaw, NC	102437	400,080 78	127,613 39	117,187 86	2015243
York, PA	102411	74,572 26	18,643 07	17,006 14	2013098
Sub Total Grocery PSC		14,454,143 91	3,549,248 69	3,210,702 35	
GMD					1
Dallas, TX	102438	14,387 47	3,596 87	3,309 12	201200
King of Prussia, PA	101516	39,386 47	9,846 62	9,058 89	201200
Memphis, TN	102439	40,873 17	10,218 29	9,400 83	201193
Sacramento, CA	102440	88,864 83	22,216 21	20,438 91	201199
Topeka, KS	102441	8,171 54	2,042 89	1,879 46	201193
Sub Total GMD		191,683 48	47,920 88	44,087 21	1

#### PRG - Schultz, USA, Inc Fleming Companies Invoicing / Reserve Analysis

	2000				
	Audit Number	Net Claims Invoiced ATD	Reserve Revenue	Invoiced Revenue	Invoice Number
K Mart PSC					
Ft Wayne, IN					<u>                                     </u>
South Brunswick, NJ					ļ
Sub Total K Mart PSC		0 00	0 00	0 00	
Special Project					
Norman Statement Audit					
Sub Total Norman, OK		14,645,827 39	<u>3,597,169 57</u>	3,254,789 <u>56</u>	
LaCrosse, WI	101520	690,502 33	20,159 22	145,159 22	2011665
LaCrosse, WI - GMD	101521	15,840 66	1,143 35	3,643 35	2013067
Mınneapolis, MN	101522	557,812 83	8,734 20	117,734 21	2021151
Superior, WI	101523	311,470 31	0 00	66,477 97	2021530
C - Stores Operations					
Marshfield, WI	104854	100,301 31	8,069 30	23,069 30	2015333
Mılwaukee, Wi					
Sub Total Gateway		1,675,927 44	38,106 07	356,084 05	
Central Statement Audit					
Central Reclamation	109338	4,208,084 70	1,052,021 17	841,616 94	2019100
Central Duplicate Pay	106469	29,369 42	7,342 35	9,104 52	2018931
Total PRGS / Fleming Co		20,559,208 95	4,694,639 16	4,461,595 07	

#### PRG - Schultz, USA, Inc Fleming Companies Reserve Balance Revenue Due PRGS Audit Year 2001 Corrected As of August 20, 2003

### Reserve Claims are claims that have been identified and deducted by Fleming, however, PRGS does not invoice to reserve for future repayments - per contract 20% of Gross Claims

				Amount Due
2001	1 st Tier	\$25 0 Million	20%	\$0 00
2001	2 nd Tier	\$5 0 Million	19%	67,948 62
	3 rd Tier	\$5 0 Million	18%	900,000 00
	4 th Tier	> 35 0 Million	17%	<u>295,837 97</u>
		Revenue Due F	RGS	\$1,263,786,59

Calculations equals Reserve Claims times contract rate

			2001		
	Audıt Number	Net Claims Invoiced ATD	Reserve Claims	Invoiced Revenue	Invoice Numbe
Grocery					
Buffalo, NY					
Fresno, CA	102451	1,474,270 13	368,567 53	294,854 03	2019105
Garland TX	102452	1,476,489 09	369,122 27	295,297 82	2019109
Geneva, Al	102453	968,964 13	242,241 03	193,792 83	2019111
Hawaii	102454	313,531 09	78,382 77	62,706 22	2019144
Houston, TX					
Kansas City, Mo	102457	2,048,223 20	512,055 80	409,644 64	2019148
Lafayette, LA	102458	1,012,361 62	253,090 40	202,472 32	2019153
Lincoln, NE	102459	736,695 46	184,173 86	147,339 09	2019157
Lubbock, TX	102460	808,993 37	202,248 34	161,798 67	2019161
Masillion, OH	102461	2,377,433 10	594,358 27	475,486 62	2019117
Memphis, TN	102472	3,027,285 62	756,821 41	605,457 12	2019121
Miami, Fl	102462	777,373 34	194,343 33	155,474 67	2019126
Nashville, TN	102465	2,194,112 17	548,528 04	438,822 43	2019130
NE Perrishable	102464	1,485,309 13	371.327 28	297,061 83	2019134
Oklahoma City, OK	102466	1,704,261 51	426,065 38	340,852 30	2019137
Peoria, IL			,		
Philadelphia Oaks, PA					
Phoenix, AZ	102468	2,758,967 36	689.741 84	551,793 47	2019140
Portland, OR					
Sacramento, CA -	102470	1,782,178 12	445,544 53	356,435 62	2019166
Salt Lake City	102471	823,527 96	205,881 99	164,705 59	2019170
San Antonio, TX		1		10.,	
Sikestion, MO					
Tulsa, OK					
Warsaw, NC	102473	1,121,349 74	280,337 43	224,269 95	2019179
York, PA	102	1,1,21,0101			
Sub Total Grocery PSC		26,891,326 14	6,722,831 50	5,378,265 22	
GMD		,,			
Dallas, TX	102474	E 446 20	4 254 40	4.000.00	2040400
King of Prussia, PA	102474	5,416 39 26,304 16	1,354 10 6,576 04	1,083 28	2019102
Memphis, TN	102475			5,260 83	2019151
	102476	8,249 61	2,062 40	1,649 92	2019124
Sacramento, CA Topeka, KS		17,635 29	4,408 82	3,527 06	2019164
	102478	9,921 41	2,480 35	1,984 28	2019177
Sub Total GMD	<u> </u>	67.526.86	16.881,71	13,505,37	

#### PRG - Schultz, USA, Inc Fleming Companies Invoicing / Reserve Analysis

			2001		
	Audit Number	Net Claims Invoiced ATD	Reserve Revenue	Invoiced Revenue	Invoice Number
K Mart PSC					
Ft Wayne, IN	107899	344,049 34	86,012 34	68,809 87	2019108
South Brunswick, NJ	107900	119,295 19	29,823 80	23,859 04	2019175
Sub Total K Mart PSC		463,344 53	115,836 14	92,668 91	
Special Project					
Norman Statement Audit					
Sub Total Norman, OK		27,422,197 53	<u>6,855,549 35</u>	5,484,439.50	
Gateway			<u>, </u>		
LaCrosse, WI	102479	637,592 85	17,518 57	127,518 57	2021152
LaCrosse, WI - GMD	102480				
Mınneapolis, MN	102481	400,346 84	12,569 37	80,069 37	2021153
Superior, WI	102482	376,984 99	10,897 00	75,397 00	2021154
C - Stores Operations		1			
Marshfield, WI					
Milwaukee, Wi					
Sub Total Gateway		1,414,924 68	40,984 94	282,984 94	
Central Statement Audit					
Central Reclamation	109340	708,656 07	177,164 01	177,701 33	2020229
Central Duplicate Pay	107580	96,597 42	24,149 36	19,319 48	2018932
Total PRGS / Fleming Co		29,642,375 70	7,097,847 66	5,964,445 25	
First Tier	20%	25,000,000 00			
Second Tier	19%	5,000,000 00	357,624 30		
Third Tier	18%	5,000,000 00	5,000,000 00		
Fourth Tier Check Figure	17%	>35,000,000 00	1,740,223 36 7,097,847 66		

PRG - Schultz, USA Retail
Fleming Companies
Proof of Claim Workpaper
2001CoreMark Primary Audit - Chino, CA
Schedule F
Corrected As of August 20, 2003

#### 2001 CoreMark Primary Audit General Comments

It was an operational decision to leave the 2001 Primary CoreMark Audit with the Chino, CA team as they did the audit the last several years and Norman, OK was doing the Fleming primary audit for the first time. CoreMark's audit guidelines did not allow us to invoice until we had completely finished a division which accounts for the large amount of claims not invoiced. However, CoreMark did receive financial benefit as they deducted these claims when presented by the Chino, CA audit team.

2000 Secondary Contract Rate 17 0%		Amount Due PRGS \$284,244 71	
		Available Claims	<b>.</b>
Approved and Deducted by CoreMark - Invoicing	\$1,444,526 90 × 17% = 245,	569 57	
Reserved Claims per last Fleming Invoicing (B)		227,500.80 x17% = 38,0	;75 14
Total Available Claims for Fee Due PRGS		\$1.672.027 70	

#### Notes

- A These are claims that the Chino team had presented to and where deducted by CoreMark, however, do to CoreMark guidelines were scheduled to start invoicing until April, 2003 through Qtr 3, 2003
- **B** Reserve Claims are claims that have been identified and deducted by CoreMark, however, PRGS does not invoice to reserve for future repayments as stated in the contract

PRG \_ Schultz, USA Retail
Fleming Companies
Proof of Claim Workpaper
2000 Secondary Audit - Chino, CA
Schedule E
As of August 13, 2003

#### 2000 Secondary General Comments

Fleming contracted with HS & A to conduct the 2000 secondary behind PRG prior to the merger announcement HS & A Chino, CA grocery audit center was selected to perform this audit After the merger occurred Fleming allowed the secondary audit to continue however, it had to maintain it's independence from the Norman, OK primary team

Total Available Claims for Fee Due PRGS		<u>\$2,068,974 21</u>
Reserved Claims per last Fleming Invoicing (B)		1,703,374 75 x 31 90 = 528,046 17
Approved and Deducted by Fleming - scheduled	\$365,599 46 x 31% = 113, 335, 83	
		Available Claims
2000 Secondary Contract Rate	31 0%	<u>\$641,382 01</u>
	<u> </u>	AINOUNT DUE FIXOS

Amount Due PRGS

#### Notes

- A These are claims that the secondary team had presented to and where deducted by Fleming, however, not scheduled to be invoiced until April, 2003
- **B** Reserve Claims are claims that have been identified and deducted by Fleming, however, PRGS does not invoice to reserve for future repayments as stated in the contract

PRG - Schultz, USA Retail Fleming Companies Proof of Claim Workpaper Central Statements Schedule G As of August 13, 2003

#### **Central Statement Process General Comments**

Our Atlanta based Central Statement Group mails statement requests to Fleming's vendor master file. Upon receipt of the statements the Central Audit Group examines them identifying open credit items due Fleming. Central Statements works with the vendor community to either resolve the issues or receive written authorization to deduct these open item(s) or receipt a check directly from the vendor community. In either case these are "good" claims that have received vendor pre - approval.

Central Statement Audıt	Gross Claims	Cancels	Paybacks	Claims on Hold	Claims Submitted Research by Fleming	Net Claims
Audit Year 2002	\$2,172,402 10	\$4,628 11	\$525,196 72	\$16,944 37	\$82,526 81	\$1,543,106 09
Audit Year 2003	\$115,995 23	\$0 00	\$0.00	\$106,583 23	\$0 00	\$9,412 00
Totals	\$2,288,397 33	\$4,628 11	\$525,196 72	\$123,527 60	\$82,526 81	\$1,552,518 09

Audit Ye	ar 2002 Claims		Revenue Due
Claims on Hold (A)	Submitted Research by Fleming (B)	Total Vendor Approved Claims	PRGS at Tier 1 Rate of 20
\$16.944.37	\$82,526,81	\$99 471 18	\$19.89 <i>4.24</i>

Audit Year 2003

**Total Vendor** 

Claims on Hold

**Approved** 

(A)

Net Claims (C)

\$9,412 00

x 2090=5,588,81 x 20% 114,505 34

Claims \$106,583 23 ⊀ 20°/€

\$106,583 23

\$9,412.00 x 20% =

21 316 65 1.882 40

**Total Due PRGS** 

\$43,093 28

#### Notes

- A These are vendor approved statement audit claims that have been submitted to Fleming however, we have not received general ledger validation that Fleming has deducted them
- B These are vendor approved statement audit claims that have been submitted to Fleming however, Fleming was still researching correct vendor numbers for deduction
- C These are vendor <u>CHECKS</u> collected by PRGS Central Statement audit group and where sent to Fleming for deposit, however, Fleming had not acknowledge these at time of filing. We could reproduce copies of these checks if necessary

# PRG \_ Schultz, USA Retail Fleming Companies Proof of Claim Workpaper Outstanding Thirty (30) Day Letter Claims Schedule A As of August 13, 2003

#### Thirty (30) Day Letter General Comments

Fleming implemented a thirty (30) day letter policy that required PRGS to mail all identified claims to the vendor community for review and approval prior to Fleming deducting them. If the vendor community did not respond within the thirty (30) period Fleming would deduct these claims. However, do to vendor community relationship concerns the claims that were mailed on February 1, 2003 and matured without a challenge from were held per Fleming instructions.

Contract Rate 17 0%	Amount Due PRGS \$617,912 55
31 0%	<u>\$0 00</u>
	<u>\$617,912 55</u>
	Available Claims
	\$3,634,779 72
	N/A
	<u>0 00</u>
	<u>\$3,634,779.72</u>
	17 0%

PRG - Schultz, USA Retail Fleming Companies Proof of Claim Workpaper I Hold Claims Schedule B As of August 13, 2003

#### I Hold General Comments

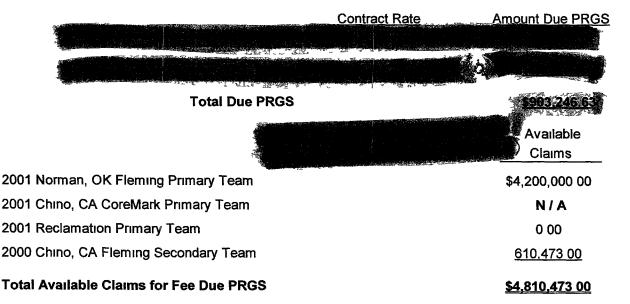
These are claims that were presented to the vendor community who pushed back to Fleming's merchants and as a result of vendor community relationship concerns Fleming requested that these claims not be deducted but held for future deduction as these claims were still valid

2001 Primary Team 3,145,196,23 X 17 0%	Amount Due PRGS \$534,683 36
2000 Secondary Contract Rate 873,490 55 ★ 31 0%	<u>\$270,782 07</u>
Total Due PRGS	<u>\$805,465 43</u>
	Available Claims
2001 Norman, OK Fleming Primary Team	\$1,800,000 00
2001 Chino, CA CoreMark Primary Team	N/A
2001 Reclamation Primary Team	1,345,196 25
2000 Chino, CA Fleming Secondary Team	<u>873,490 55</u>
Total Available Claims for Fee Due PRGS	<u>\$3,145,196 25</u>

PRG - Schultz, USA Retail Fleming Companies Proof of Claim Workpaper Slotting Claims Schedule C As of August 13, 2003

#### **Slotting General Comments**

Fleming directed a slotting allowance project in the summer / fall of 2002, which included detailed instructions and guidelines for calculating these claims. When our audit teams presented these claims to Fleming for review and approval, then the merchandising changed the rules. The audit teams redid the analysis and represented these claims. Some of these claims where deducted prior to March 31, 2003, however, do to vendor community relationship concerns these claims were mailed to the vendor community for pre-approval and were either still outstanding or further research was being done.



August 27, 2003

PRG-Schultz Attn Julie Munro 600 Galleria Parkway Suite 500 Atlanta, GA 20339-5986

Bankruptcy Management Corporation Re Fleming Companies Proof of Claim El Segundo, CA 90245

To Whom It May Concern

I would like to request a confirmation of receipt for the enclosed proof of claim I have included a self-addressed envelope for the confirmation

Thank you,

**J**ulie Munro