

UNITED STATES BANKRUPTCY COURT

DISTRICT OF NEW MEXICO

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U.S. BANKRUPTCY COURT
ALBUQUERQUE, NM

In re:

FURR'S SUPERMARKETS, INC..

Case No. 7-01-10779-SA

Chapter 7

Trustee.

CHAPTER 7 TRUSTEE'S MOTION TO EMPLOY MUSTANG MECHANICAL AND ELECTRIC AS FIRE SYSTEM CONSULTANTS

Yvette J. Gonzales, the Chapter 7 Trustee (the "Trustee"), by counsel, requests that the Court approve the Trustee's retention of Mustang Mechanical and Electric ("Mustang") to render professional services to the Trustee as fire system consultants in connection with (i) the Trustee's Motion to Assume and Assign El Paso Warehouse Lease to Safeway Inc. and (ii) the Trustee's Second Motion to Extend Time Within Which the Debtor May Assume or Reject the El Paso Warehouse Lease (the "Motions"), and the objections thereto filed by the landlord of the subject property, and in support hereof states:

1. On February 8, 2001, Furr's Supermarkets, Inc. (the "Debtor") commenced this bankruptcy case by filing a voluntary petition for relief under Chapter 11 of the Bankruptcy Code.

2. On December 19, 2001, the Debtor converted the case to a Chapter 7 bankruptcy case, and the Trustee was appointed the interim Chapter 7 trustee.

3. The Trustee wishes to employ Mustang to provide professional services as a fire systems consultant to the Trustee in connection with litigation between the Trustee and the landlord over the Motions. Mustang is well qualified to provide the fire systems consulting services to the Trustee in this case. Mustang has represented in its disclosure filed pursuant to

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Bankruptcy Rules 2014 and 2016 (the "Mustang Disclosure") that, to its knowledge, it does not have any interests that are materially adverse to the Trustee or the estate.

4. In general, the professional services Mustang would render to the Trustee are:

(a) Reviewing the report on the condition of the fire systems of the El Paso warehouse prepared by Grinnell Fire Protection (the "Landlord's Fire Systems Experts");

(b) Preparing a rebuttal report, and reviewing and rebutting any additional or supplemental work or reports done by the Landlord's Fire Systems Experts;

(c) Assisting the Trustee in the deposition of the Landlord's Fire Systems Experts;

(d) Testifying at the final hearing on the Motions; and

(e) Providing such other fire systems consulting services as the Trustee may request and Mustang may agree to perform.

5. Mustang would charge the estate \$100 per hour plus gross receipts tax for its consulting services. Mustang seeks a determination that the rates described in the Engagement Letter are reasonable and appropriate and meet with this Court's approval.

6. To the best of Trustee's knowledge, information, and belief, employment of Mustang would be in the best interest of the estate, and Mustang has no interest that is adverse to the Trustee, the estate, its creditors, or any other party in interest or their respective attorneys, other than any interests set forth in the Mustang Disclosure.

7. Mustang requests that the Trustee be authorized to make interim payments to Mustang on a monthly basis, upon receipt of Mustang's billing statements and prior to the

JACOBVITZ, THUMA & WALKER
A Professional Corporation

By: 

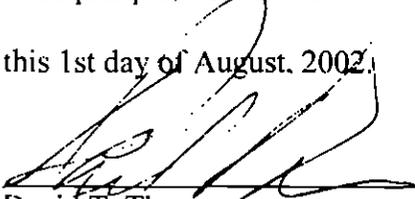
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Attorneys for the Chapter 7 Trustee

This certifies that a copy of
the foregoing document was
served by first class mailed on:

United States Trustee
P.O. Box 608
Albuquerque, NM 87103

this 1st day of August, 2002.


David T. Thuma