

UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEW MEXICO

In re:

FURR'S SUPERMARKETS, INC.,

Debtor.

Case No. 7-01-10779-SA
Chapter 7

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BANKRUPTCY COURT
ALBUQUERQUE, NM

**FIRST AND FINAL CHAPTER 7 FEE APPLICATION OF MUSTANG
MECHANICAL AND ELECTRIC, FIRE SUPPRESSION SYSTEM
CONSULTANTS FOR THE CHAPTER 7 TRUSTEE**

Mustang Mechanical and Electric ("Mustang"), fire suppression system consultants for Yvette J. Gonzales, Chapter 7 Trustee, (the "Trustee"), submits this first and final application for allowance and payment of compensation pursuant to Bankruptcy Code §§330, 331 and 503(b)(2) for work done from August 1, 2002 through September 31, 2002 (the "Application Period"). In support of this fee application Mustang states:

1. First and Final Fee Application. The Debtor Furr's Supermarkets, Inc. (the "Debtor") filed its voluntary petition for relief under Chapter 11 of the Bankruptcy Code on February 8, 2001. On December 19, 2001, the Debtor converted the case to a Chapter 7 case, and the Trustee was appointed. The Trustee retained Mustang as of August 1, 2002. This is the first and final fee application filed by Mustang in this case in Mustang's capacity as the Trustee's engineering consultant. Mustang seeks allowance of compensation for the Application Period.

2. Amount of Fees, Costs, and Applicable Gross Receipts Tax. For the Application Period, Mustang seeks allowance of compensation for services rendered by Mustang for Trustee, plus costs and applicable gross receipts tax on fees and costs, of \$1,867.31, consisting of \$1,725 for professional fees and \$142.31 for gross receipts tax. As of October 22, 2002, Mustang had received no payment from Trustee for services, costs, and gross receipts taxes. Total fees, costs, and expenses Mustang charged the Trustee during the Application Period, as well as the number of hours billed and the billing rate, is set forth on Exhibit A hereto.

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3. Billing Statements; Itemization and Description of Services Rendered. The billing statement Mustang rendered to the Trustee for services rendered during the Application Period is attached hereto as Exhibit A (the "Billing Statement"). The Billing Statement summarizes all charges for professional services, reimbursable costs and expenses, and gross receipts tax. The accounting of services, costs, and expenses as set out in the Billing Statement is true and correct to the best of Mustang's knowledge, information, and belief.

4. Customary Billing Rates and Other Charges. During the Application Period, the billing rates Mustang charged were at the professionals' normal and customary billing rates in effect when Mustang commenced its work for the Trustee. Mustang, in accordance with its customary billing practices, also charged for costs and expenses, and actual out-of-pocket expenses for other expenses such as postage and long distance telephone. Mustang did not charge for hand deliveries or secretarial overtime.

5. Trustee's Employment of Mustang. The Trustee retained Mustang to perform consulting services in connection with litigation over the Trustee's motion to assume and assign a certain lease of a warehouse in El Paso, Texas. That litigation has now been settled. The retention motion was filed August 1, 2002 and the Court's order approving the retention was entered September 18, 2002. Pursuant to the Mustang retention order, the Trustee was authorized to pay Mustang's billing statements, prior to the Court's determination of the allowability of Mustang's compensation, up to and including 75% of fees, and up to and including 100% of reimbursable costs and applicable gross receipts tax, subject to ultimate approval of the paid compensation.

6. Services Rendered During the Application Period were Actual and Necessary; Fees Charged are Reasonable. During the Application Period Mustang performed consulting work for the Trustee as requested by the Trustee. The amount charged for fees is reasonable based on the nature, extent, and value of the services and

the amount of time spent providing the services. The services rendered were actual and necessary.

7. Other Factors. Mustang also supports this First Application with a discussion of various other factors, as follows:

(a) Expertise and experience. Mustang's professionals were well qualified to render the consulting services needed by the Trustee, and timely provided all of such services.

(b) Method used to compute time charges. Mustang's professionals billed their time in 15-minute increments.

(c) Method used for determining hours to be actually billed for services and for making billing adjustments. Mustang's professionals kept daily time records in the ordinary course of business, from which Mustang prepared the Billing Statements. Draft bills were adjusted downward from time to time before being rendered, based on perceived inefficiencies or for other reasons.

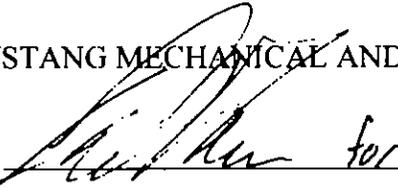
(d) Results Achieved and Benefit to the Estate. During the Application Period, Mustang has assisted the Trustee in the litigation over the El Paso warehouse lease. The litigation was resolved in a manner favorable to the bankruptcy estate.

8. Services Rendered Solely for the Trustee; No Fee Sharing Arrangement. Mustang performed all professional services for which Mustang seeks allowance and payment of compensation for the Trustee, and not on behalf of any creditor or any committee or other person. Mustang has not shared or agreed to share any compensation received or to be received by it for services rendered in or in connection with this case with any person except with employees of Mustang in the ordinary course of business.

9. Certification of Review by the Trustee. Mustang hereby certifies that the Trustee have received, reviewed, and approved this Fee Application.

WHEREFORE, Mustang respectfully requests that the Court allow compensation to Mustang for the Application Period, as a priority, Chapter 7 administrative expense, of \$1,867, consisting of \$1,725 for professional fees and \$142.31 for gross receipts tax, and authorize the Trustee to pay to Mustang the unpaid balance of the allowed compensation.

MUSTANG MECHANICAL AND ELECTRIC

By:  _____

I hereby certify that a copy of the foregoing Fee Application was mailed to:

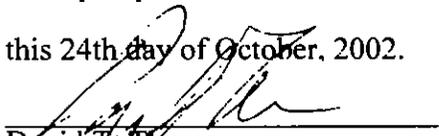
United States Trustee
P.O. Box 608
Albuquerque, New Mexico 87103

William F. Davis
P.O. Box 6
Albuquerque, New Mexico 87103

Paul M. Fish
Modrall Law Firm
P.O. Box 2168
Albuquerque, New Mexico 87102

Jennie D. Behles
P.O. Box 849
Albuquerque, New Mexico 87103

this 24th day of October, 2002.



David F. Thuma

Mustang Fire Protection, Inc.

2908 TITANIC
EL PASO, TX. 79904

505-589-9555

INVOICE

Project:
FURR'S WAREHOUSE
SPRINKLER MEDIATOR

Bill to:
JACOBVITZ, THUMA & WALKER
500 MARQUETTE, NW
SUITE 650
ALBUQUERQUE, NM 87102

Invoice number: 1233
Invoice date: 9/30/02
Our JobId: 1233
P.O. number:

Quantity	Description	Price	Amount
	17 HOURS AND 15 MINUTES AT \$100 PER HOUR. SEE ATTACHED REPORT OF TIME.		1,725.00
	TEXAS STATE SALES TAX		142.31

Due: 10/26/02

Total due: 1,867.31

EXHIBIT

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