

UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEW MEXICO

FILED
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In re:

FURR'S SUPERMARKETS, INC.

U.S. BANKRUPTCY COURT
ALBUQUERQUE, N.M.

Case No. 7-01-10779 SA
Chapter 7

Debtor.

**MOTION TO APPROVE ORDER ON DELOITTE & TOUCHE, LLP
AND DELOITTE CONSULTING, L.P.'S
ALLOCATION STATEMENT AND EXCLUDED FEE STATEMENTS
ENTERED PURSUANT TO ORDER ADOPTING CARVE-OUT PROCEDURES**

Heller Financial, Inc., on its on behalf and as agent for Bank of America, N.A. and Fleet Capital Corporation along with Metropolitan Life Insurance Company ("Lenders") settle with Deloitte & Touche, LLP and Deloitte Consulting, L.P. (together "Deloitte") on the following terms & conditions: (i) the unpaid claim of Deloitte & Touche LLP and Deloitte Consulting L.P. for inclusion in the Pre-Closing Carve-Out shall be \$536,002.49, reduced from the \$536,045.99 claimed; and (ii) the unpaid claim of Deloitte & Touche LLP and Deloitte Consulting L.P. for inclusion in the Post-Closing Carve-Out shall be \$1,460.83, reduced from the \$21,417.33 claimed.

In support of this Motion, Lenders state:

1. The settlement resolves issues relating to the carve-out for certain chapter 11 professionals, funded by the Lenders, which is set forth in a settlement between the Lenders and Chapter 7 Trustee that was approved by an order entered on the docket on July 26, 2002.

2. The settlement includes a compromise that allocates \$20,000 of Deloitte's Pre-Closing Carve Put period charges to Excluded Fees. This compromise has no

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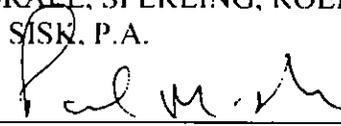
economic effect on creditors, other than professionals participating in the Pre-Closing Carve-Out.

3. The settlement reflects a reallocation to the Pre-Closing Carve Out, from that claimed by Deloitte, so that the amount Deloitte charged and was allowed after August 31, 2002 in connection with seeking Court approval of compensation for services rendered during the Pre-Closing Carve Out Period (\$19,956.50) are allocated to the Pre-Closing Carve Out.

4. The settlement is fair and equitable, and should be approved, given the uncertainty, the risks and expense of litigating the issues, and the benefits to be gained by the compromise.

WHEREFORE, Lenders request this Court to approve the Carve-Out allocations as stated above.

MODRALL, SPERLING, ROEHL, HARRIS
& SISK, P.A.

By: 

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WE HEREBY CERTIFY that a true
and correct copy of the fore-
going pleading was mailed this
26th day of November, 2002 to the
following:

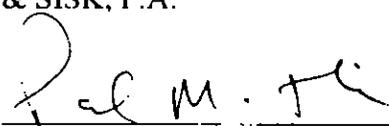
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