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IN THE UNITED STATES BANKRUPTCY COURT
U.S. BANKRUPTCY COURT
ALBUQUERQUE N.M.
FOR THE DISTRICT OF NEW MEXICO

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In re:	:	Case No. 11-01-10779-00
	:	
FURR'S SUPERMARKETS, INC.,	:	Chapter 11
	:	
Debtor.	:	
	:	
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DECLARATION OF JOHN VANDER HOOVEN IN SUPPORT OF
APPLICATION FOR ORDER APPOINTING ROBERT L. BERGER AND
ASSOCIATES, LLC AS CLAIMS, NOTICING AND BALLOTING AGENT
OF THE BANKRUPTCY COURT UNDER 28 U.S.C. § 156(c)

I, John Vander Hooven, hereby declare that the following is true to the
best of my knowledge, information and belief:

1. I am a principal of the firm Robert L. Berger & Associates,
LLC ("Berger"), chapter 11 administrative claims consultants and analysts, whose
offices are located at 16501 Ventura Blvd., Suite 440, Encino, California 91436-
2068. I submit this declaration in support of the Application (the "Application") of
Furr's Supermarkets, Inc., debtor and debtor-in-possession in the above-captioned
case (the "Debtor"), for an order approving the Debtor's agreement with Berger
appointing Berger to serve as the claims, noticing and balloting agent (the "Claims

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and Noticing Agent") of the Clerk of the United States Bankruptcy Court for the District of New Mexico (the "Clerk") in the Debtor's chapter 11 case.

2. As agent and custodian of court records, the services Berger proposes to render to the Clerk's Office and the Debtor include the following:

- (1) Prepare and serve required notices in this chapter 11 case, including:
 - (a) A notice of commencement of this chapter 11 case and the initial meeting of creditors under section 341(a) of the Bankruptcy Code, using the standard form of the Clerk, customized as appropriate in this case, in a form approved by the Clerk and the U.S. Trustee ("UST");
 - (b) A notice of the claims bar date;
 - (c) Notices of any hearings on a disclosure statement and confirmation of a plan of reorganization; and
 - (d) Other miscellaneous notices as the Debtor or the Court may deem necessary or appropriate for an orderly administration of this these chapter 11 cases;
- (2) Within ten business days after the service of a particular notice, file with the Clerk's Office an affidavit of service that includes (i) a copy of the notice served, (ii) an alphabetical list of persons on whom the notice was served, along with their addresses, and (iii) the date and manner of service;
- (3) Maintain copies of all proofs of claim and proofs of interest filed in this case;
- (4) Maintain an official claims register in this case by docketing all proofs of claim and proofs of interest in a claims database that includes the following information for each such claim or interest asserted:

- (a) The name and address of the claimant or interest holder and any agent thereof, if the proof of claim or proof of interest was filed by an agent;
 - (b) The date the proof of claim or proof of interest was received by Berger and/or the Court;
 - (c) The claim number assigned to the proof of claim or proof of interest; and
 - (d) The asserted amount and classification of the claim;
- (5) Implement necessary security measures to ensure the completeness and integrity of the claims register;
 - (6) Transmit to the Clerk's Office a copy of the claims register as requested by the Clerk's Office;
 - (7) Maintain a current mailing list for all entities that have filed proofs of claim or proofs of interest and make that list available upon request to the Clerk's Office or any party in interest;
 - (8) Provide access to the public for examination of copies of the proofs of claim or proofs of interest filed in this case without charge during regular business hours;
 - (9) Record all transfers of claims in accordance with Bankruptcy Rule 3001(e) and provide notice of the transfers as required by Bankruptcy Rule 3001(e);
 - (10) Comply with applicable federal, state, municipal and local statutes, ordinances, rules, regulations, orders and other requirements;
 - (11) Provide temporary employees to process claims, as necessary;
 - (12) Promptly comply with any further conditions and requirements as the Clerk's Office or the Court may at any time prescribe; and

- (13) Provide other claims processing, noticing and related administrative services as may be requested from time to time by the Debtor or the Court.

3. In addition to the foregoing, Berger will assist the Debtor with, among other things: (a) the preparation of its schedules, statement of financial affairs and master creditor list, if necessary, and any amendments thereto; (b) the reconciliation and resolution of claims; and (c) the preparation, mailing and tabulation of ballots for the purpose of voting to accept or reject a plan of reorganization.

4. Berger represents, among other things, that:

- (1) Berger will not consider itself employed by the United States government and will not seek any compensation from the United States government in its capacity as the Claims and Noticing Agent in this chapter 11 case;
- (2) By accepting employment in this chapter 11 case, Berger waives any rights to receive compensation from the United States government;
- (3) In its capacity as the Claims and Noticing Agent in this chapter 11 case, Berger will not be an agent of the United States and will not act on behalf of the United States; and
- (4) Berger will not employ any past or present employees of the Debtor in connection with its work as the Claims and Noticing Agent in this chapter 11 case.
- (5) The Debtor will use its best efforts to insure that Berger coordinates its efforts with the UST and the Clerk to insure that notices are processed in the most complete and efficient manner.
- (6) The Debtor has discussed Berger's engagement with the UST and the Clerk's office.

5. Berger specializes in providing consulting and data processing services to chapter 11 debtors in connection with noticing, claims administration and reconciliation, and administration of plan votes. Berger has provided identical or substantially similar services in other chapter 11 cases, including VF Brands, Inc., Owens Corning, Master Graphics, Service Merchandise Company, Inc., Baldwin Builders, Advanced Environmental, Inc., USN Communications, Singer Sewing Co., Thermatrix, Inc. and Agriobiotech, Inc.

6. To the best of my knowledge, neither Berger nor any employee thereof has any connection with the Debtor, its creditors or any other party in interest herein. To the best of my knowledge, neither Berger nor any employee thereof represents any interest adverse to the Debtor's estate with respect to the matters upon which the firm is to be engaged.

7. In performing these services, Berger will charge the rates set forth in the Agreement attached as Exhibit A to the proposed order filed concurrently herewith. These rates are at least as favorable as the prices Berger charges in cases in which the firm has been retained to perform similar services.

8. Berger will comply with all requests of the Clerk's Office and the guidelines promulgated by the Judicial Conference of the United States for the implementation of 28 U.S.C. § 156(c).

I declare under penalty of perjury that the foregoing is true and correct. Executed on this 7th day of February 2001.


John Vander Hooven

Robert L. Berger & Associates, LLC
16501 Ventura Blvd., Suite 440
Encino, CA 91436
(818) 906-8300 telephone
(818) 783-2737 facsimile

February 4, 2001

Steven Mortensen
Furr's Supermarkets, Inc.
The 25 Way, Ste. 100
Albuquerque, NM 87109

Re: Letter of Agreement

Dear Mr. Mortensen:

This letter will acknowledge, that at the recommendation of one of your attorneys, Ms. Jamie Edmondson of Skadden, Arps, Slate, Meagher & Flom, you have requested that Robert L. Berger & Associates, LLC., ("RBA") provide services to Furr's Supermarkets, Inc. in connection with its filing of a Chapter 11 proceeding. RBA will make itself available to Furr's Supermarkets, Inc. for the purpose of educating and assisting in the preparation of all required financial reports and documents.

We will assist in the preparation of the Creditor Mailing Matrix and provide Claims Management services as per the attached rate sheet.

The services rendered will be at our normal hourly rates, which range from \$35.00 to \$245.00 per hour. Rates are adjusted annually on January 2 of each year, and are subject to increase not to exceed 10% per annum. Increases greater than 10% per annum will be discussed with you before becoming effective.

For all such services rendered, we require a \$50,000.00 deposit.

Furr's Supermarkets, Inc.
February 4, 2001
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All charges will be on a portal-to-portal basis plus out-of-pocket expenses. Invoices will be submitted periodically and are payable upon submission to restore the deposit to its original \$50,000.00.

Our wiring instructions are as follows:

Account Name:	Robert L. Berger & Associates, LLC Trust Account
Account Number:	1300041325
Amount of Wire	\$50,000.00
Name of Bank:	Union Bank of California, Monterey Park Branch
Bank Routing No:	122000496

Should you have any questions regarding the above please do not hesitate to call.

Please acknowledge the above by signing and returning a copy of this letter.

Sincerely,



John D. Vander Hooven

/cr

cc: Jamie Edmondson, Esq.

Received and agreed to:

Furr's Supermarkets, Inc.

Date: 2/6/01

By: 