

2310 38th Street
Lubbock, TX 79412-1013
(806) 281 9459
May 1, 2003

U.S. BANKRUPTCY COURT
DISTRICT OF DELAWARE

2003 MAY -5 AM 9:30

FILED

The Honorable Mary F. Walrath
Judge, United States Bankruptcy Court
District of Delaware
824 Market Street, 5th Floor
Wilmington, Delaware 19801

Re: Case No. 03-10945

Dear Judge Walrath:

I hope I am not too late in writing this letter as I understand the issue of severance pay for the employees of Fleming Companies, will very soon be brought before the court. I wish I could have written sooner, but I am not legally sophisticated and it has taken me some time to try to educate myself on the basic issues involved regarding the priorities of creditors when a corporation files for bankruptcy.

I am one of more than one hundred employees from the Lubbock, Texas Division of Fleming Companies who is being terminated without cause. While I understand that I have no authority to claim that I somehow represent my fellow associates before the court, many of them seem to have confidence in my ability to communicate well and have approached me directly and strongly encouraged me to present our somewhat unusual situation of severance pay.

I pray for the court's patience as I feel the need to present a little background in the next few paragraphs before I make my main argument for priority payment under Chapter 11. I understand that Fleming Companies now has many kinds of protection as a debtor, but I really hope that the proper balance of protection will be granted to the employees as Fleming Companies has not completely been the "honest, but unfortunate" debtor.

Many employees have already been damaged by the loss of money invested in Fleming's company stock. During the last two years, we were frequently told that the company was doing very well financially. The company regularly posted written statements from our senior management which positively reassured us concerning our company's profitability. This practice continued almost until the truth finally came out. When many associates become concerned as the price of the stock began to plummet, Mark Hansen, our CEO at the time, sent us an internal memo with yet another reassurance. It read, "trying to understand...the stock market is not a productive exercise. Frankly, the current status of our business is strong and, therefore, our depressed stock price is not reflecting our strengths."

When Fleming lost the Kmart business, we had concerns about that too. But, once again, this otherwise bad news was presented to us as a blessing: We were told that Kmart business wasn't very profitable, that it was more trouble than it was worth, but that the request to terminate the contract had to be done by Kmart for legal technical reasons. I don't understand how these deceptions deserve to be rewarded as though the company was honest, but unfortunate.

The Wall Street Journal has chronicled more of the company's special accounting in which vendor deductions were used to artificially inflate reported earnings. While Fleming has always denied accounting shenanigans, they have nonetheless found it necessary to restate two years of financial results to reflect heavy operating losses.

I believe that the court has received a letter from our former Lubbock Division President, Carroll McLarty. After he questioned many of the business practices because he felt they violated GAAP, he was mysteriously terminated. When I questioned our practices and mentioned something about getting some legal advice, I was told by a manager that there was once another employee who went to get a lawyer, and... "now he doesn't have a job any more." And I got the hint.

After the layoffs began, but before the bankruptcy was filed, we were reassured that we would receive our severance pay, but that we might have to wait longer than expected to receive our money, because the Texas laws regarding severance pay were not applicable. We were given the explanation that our "severance pay" wasn't really severance pay. Instead, it was explained to us that while a formula was used to calculate the amount of our final pay under this plan, the money was earned by our act to release and discharge Fleming Companies from all claims, liabilities, demands, etc.. I checked my written documentation of my severance package entitled "GENERAL RELEASE" from the company, and it confirms that the money is earned for protection from claims and liabilities.

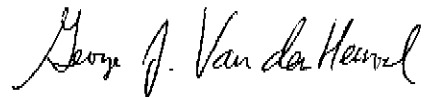
Your honor, I am finally ready to make my point. I hope that the true nature of this "severance pay" allows the court to find that this payment deserves the priority of an administrative expense. Respectfully, I ask that section 503 of the bankruptcy code might apply in this situation, because:

- (1) The pay is earned for the action of releasing and discharging Fleming Companies from all claims and liabilities. This pay is an expense which preserves the estate.
- (2) The money is earned at the time of releasing and discharging Fleming Companies, which in our situation is after the filing of bankruptcy. This satisfies the other condition that the service is rendered after the commencement of the case.

Enclosed please find a copy of the GENERAL RELEASE that associates must sign to receive the severance pay.

If your honor decides that this does not qualify as an administrative expense, I hope that there might be some other legal reason that might still give this claim some priority. I appreciate your time in this long letter.

Sincerely,

A handwritten signature in cursive script that reads "George J. Van den Heuvel". The signature is written in dark ink and is positioned above the printed name.

George J. Van den Heuvel

GENERAL RELEASE

In consideration of the Continuation Benefits offered to me by Fleming Companies, Inc. under the Fleming Companies, Inc. Health Coverage Continuation Plan, the Separation Benefits offered to me by Fleming Companies, Inc. under the Fleming Companies, Inc. Severance Plan and/or the Supplemental Benefits offered to me by Fleming Companies, Inc. under the Fleming Companies, Inc. Supplemental Unemployment Benefits Plan (the "Plans"), I hereby release and discharge Fleming Companies, Inc. and its predecessors, successors, affiliates, parent, Subsidiaries and partners and each of those entities' employees, officers, directors and agents (hereafter collectively referred to as the "Company") from all claims, liabilities, demands, and causes of action, known or unknown, fixed or contingent, which I may have or claim to have against the Company either as a result of my past employment with the Company and/or the severance of that relationship and/or otherwise, and hereby waive any and all rights I may have with respect to, and promise not to file a lawsuit to assert, any such claims.

This General Release includes, but is not limited to, claims arising under Title VII of the Civil Rights Act of 1964, the Civil Rights Act of 1866, the Pregnancy Discrimination Act of 1978, the Equal Pay Act, the Civil Rights Act of 1991, the Age Discrimination in Employment Act, the Rehabilitation Act of 1973, the Americans With Disabilities Act, the Employee Retirement Income Security Act of 1974 and the Veterans Reemployment Rights Act (all as amended from time to time). This General Release also includes, but is not limited to, any rights I may have under the Older Workers Benefit Protection Act of 1990, the Worker Adjustment and Retraining Act of 1988, the Fair Labor Standards Act, the Family and Medical Leave Act, the Occupational Health and Safety Act and any other federal, state and/or municipal statutes, orders or regulations pertaining to labor, employment and/or employee benefits. This General Release also applies to any claims or rights I may have growing out of any legal or equitable restrictions on the Company's rights not to continue an employment relationship with its employees, including any express or implied employment contracts, and to any claims I may have against the Company for fraudulent inducement or misrepresentation, defamation, wrongful termination or other retaliation claims in connection with workers' compensation or alleged "whistleblower" status or on any other basis whatsoever.

It is specifically agreed, however, that this General Release does not have any effect on any rights or claims I may have against the Company which arise after the date I execute this General Release or on any vested rights I may have under any of the Company's qualified retirement plans as of or after my last day of employment with the Company or on any of the Company's obligations under the Plans or my eligibility, if any, for unemployment insurance benefits based on my separation from the Company.

I have carefully reviewed and fully understand the Severance Packet, which includes the Plans, the General Release and foregoing Notice and the OWBPA Materials. I have not relied on any representation or statement, oral or written, by the Company or any of its representatives, which is not set forth in the Severance Packet.

I understand that my receipt and retention of the Continuation Benefits, Separation Benefits and/or Supplemental Benefits under the Plans is dependent on my execution of this General Release, upon my return to the Company of any Company property within my possession or control and upon my continued cooperation in providing information necessary for transition and maintenance of the Company's ongoing business. I also understand that my receipt and retention of the Continuation Benefits, Separation Benefits and/or Supplemental Benefits are also contingent on my continued nondisclosure of the Company's confidential information, and that prohibited disclosure of information or any future defamation, disparaging remarks or statements by me to any third parties, other associates or the media which could embarrass or cause harm to the Company's name

and reputation or to the name and reputation of its officers, directors or representatives shall entitle the Company to reimbursement or retention of any Continuation Benefits, Separation Benefits and/or Supplemental Benefits I have received or may receive.

The Plans and this General Release, including the foregoing Notice, set forth the entire agreement between me and the Company with respect to this subject. I acknowledge that the Company gave me forty-five (45) days to consider whether I wish to accept or reject the Continuation Benefits, Separation Benefits and/or Supplemental Benefits I am eligible to receive under the Plans in exchange for this General Release. I also acknowledge that the Company advised me to seek independent legal advice as to these matters, if I chose to do so. I hereby represent and state that I have taken such actions and obtained such information and independent legal or other advice, if any, that I believed were necessary for me to fully understand the effects and consequences of this General Release prior to signing it.

Dated this ___ day of _____, 200_.

ASSOCIATE NAME (PRINT)

ASSOCIATE SIGNATURE

WITNESS NAME (PRINT)

WITNESS SIGNATURE