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U.S. BANKRUPTCY COURT
DISTRICT OF DELAWARE

June 12, 2003

U.S. Bankruptcy Court in Wilmington Delaware
824 N. Market St.
5th Floor
Wilmington, DE 19801-3024

Re: Fleming Companies, Inc., Case #03-10945 (MFW), Severance Petition.

Dear Honorable Judge Mary F. Walrath,

I am writing to you under strained circumstances. I was an associate of the Fleming Company in King of Prussia, Pennsylvania, since February 2, 1987 and I was laid off on April 4, 2003. Since then I have called the Fleming Company many times inquiring about the severance petition and each time I have been told that their hands are tied and that it is being decided by the court on when this will be given any consideration.

The Fleming Company informed me that the court would be hearing the severance petition on April 21st, it was not heard. The next hearing was scheduled for May 6th; again I was told it was not heard. The next hearing was scheduled for June 4th, and again I was told that the petition was not heard. I have now been told that the next scheduled hearing for the severance petition will be on June 25th. I am extremely concerned about this petition being heard since due to the Fleming Company's restructuring process the King of Prussia, Pennsylvania Division will be closing by the end of June and because of that closure I will not be receiving my COBRA health insurance. The type of insurance offered by the King of Prussia Division, which was approved by the Corporate office in Oklahoma City, Oklahoma, will no longer be available to me due to the fact that there will no longer be an active policy between the King of Prussia Division and Aetna US Healthcare.

Since I am, at this time, collecting Unemployment and I was budgeting for my COBRA rate for my health insurance, I will not be able to pay the substantially increased amount that will be charged to me for an individual health insurance plan verses COBRA.

I am therefore much in need of my severance pay, as per the Fleming Severance Policy of which I am sending a copy to you for you to review.

Since I was a conscientious and loyal associate for the Fleming company for sixteen (16) years I would think and hope that out of respect for their associates the Fleming Company should uphold their obligation to their Associates as much as to their creditors.

At this time I would like to thank you for your time and consideration in reviewing this matter and hopefully that you will come to an agreeable solution for all involved.

Sincerely,

Katherine Vogel
Katherine Vogel
258 Westfall Ave.
King of Prussia, Pa. 19406
(610) 272-4908

Enclosure.

Fleming

MEMORANDUM

Date: October 29, 1999

To: All Human Resource Managers / Representatives

From: Dee Jerome

Subject: REVISED SEVERANCE PLAN

I have enclosed for your file a copy of the new Fleming Companies, inc. Severance Plan (effective October 15, 1999) which replaces the previous Fleming Companies, Inc. Separation Policy (effective April 20, 1999). Please discard any copies of the old Policy and begin using the new Plan as your reference effective immediately.

Severed associates will now begin receiving the following:

Non-Exempt: 1 week of pay for each year of service to a maximum of 13 wks,
with a minimum of 2 weeks. Example: Associate hired in 1998 or 1999 will receive the minimum 2 weeks of pay.

Exempt: 1 week of pay for each year of service to a maximum of 26 wks,
with a minimum of 4 weeks. Example: Associate hired in 1998 or 1999 will receive the minimum 4 weeks of pay.

Please continue to coordinate any severance packages with Diane Altes. This is especially critical now since some associates have already been given material reflecting the old severance terms (Accounting consolidations and Phoenix Procurement Center). Those associates will be paid according to what was previously announced to them while from this point forward the new terms will apply. Diane can be reached at 405-841-8461 or through GroupWise.

Let me know if you have any questions.



/da
Enclosures

cc: Operating Group Presidents
Division / Retail Group Presidents
Ken Mahlke

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 LAW FIRM
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SEVERANCE PLAN – EXEMPT

I. PURPOSE

To establish an associate's separation pay benefits should their position be eliminated or their employment no longer be required with Fleming Companies. This policy does not cover bargaining unit associates.

II. POLICY

- Any full-time Fleming associate who becomes unemployed because of the above will be eligible for separation pay and other benefits provided they:
 1. Are employed in a full-time capacity at the time they are notified.
 2. Work until the Company no longer needs their services.
- An associate will not be eligible for this payment if:
 1. The criteria above is not satisfied.
 2. The associate is discharged for cause.
 3. The associate resigns from active employment for any reason.
- The severance pay will be paid weekly over the period of severance. The severance package is based on one (1) week's base pay per year of service for exempt associates. Severance will be paid to all associates who remain actively employed until their release dates. Maximum payment is 26 weeks. No severance will be paid to associates who transfer to another Fleming division.

**SEVERANCE PLAN – NON-EXEMPT
(Non-Bargaining Unit Associates)**

I. PURPOSE

To establish an associate's separation pay benefits should their position be eliminated or their employment no longer be required with Fleming Companies. This policy does not cover bargaining unit associates.

II. POLICY

- Any full-time Fleming associate who becomes unemployed because of the above will be eligible for separation pay and other benefits provided they:
 1. Are employed in a full-time capacity at the time they are notified.
 2. Work until the Company no longer needs their services.
- An associate will not be eligible for this payment if:
 1. The criteria above is not satisfied.
 2. The associate is discharged for cause.
 3. The associate resigns from active employment for any reason.
- The severance pay will be paid weekly over the period of severance. The severance package is based on one (1) week's base pay per year of service for non-exempt associates. Severance will be paid to all associates who remain actively employed until their release dates. Maximum payment is 13 weeks. No severance will be paid to associates who transfer to another Fleming division.

FLEMING SEVERANCE

	<u>NON-UNION HOURLY</u>	<u>EXEMPT</u>
Separation Pay:	1 week per year of service.	1 week per year of service.
Minimum Term Pay:	2 weeks	4 weeks
Maximum Term Pay:	13 weeks	26 weeks
Health Insurance:	May elect COBRA. Paid by Company for period of severance.	May elect COBRA. Paid by Company for period of severance.
Life Insurance:	May convert to an individual policy.	May convert to an individual policy.
Pension/Profit Sharing:	Will be handled according to plan document and federal regulations.	Will be handled according to plan document and federal regulations.
Vacation:	Unused 1999	Unused 1999

NOTE: Separation pay is consideration for signed release. If associate refuses to sign a release, then separation pay will equal 2 weeks.