

IN THE UNITED STATES BANKRUPTCY COURT

DISTRICT OF ARKANSAS

DIVISION

IN RE: _____
Debtor

CASE NO: _____
Chapter 13

DECLARATION

I, _____, declare:

1. I am an attorney duly admitted to practice before all Courts of the State of _____ and the United States District Courts of the _____ District of _____. [If applicable] I am also admitted to practice before the United States Court of Appeals for the Eighth Circuit.
2. I am a member of the law firm that the trustee is seeking to employ by the Application to which this Declaration is attached.
3. I do not hold any interest adverse to the above-entitled estate.
4. To the best of my knowledge, neither my firm nor any of its members or employees has any connection with the above-named Debtors, their creditors, or any other party in interest herein, or their respective attorneys, except that (a) the firm represented the Debtors prior to the institution of this proceeding and (b) the firm has an interest in the litigation in that the firm was hired on a contingency of ____% of all monies recovered, plus reimbursement of reasonable costs and expenses.
5. To the best of my knowledge, information and belief, no member or employee of my law firm has any connection with the debtors, their creditors or any other party in interest herein [If applicable] except that my Law Firm has an association agreement with _____ (law firm) to assist in the prosecution of the tort claim of the bankruptcy estate for 50% of the total attorney fee recognized from the claim at issue.
6. If the Trustee is authorized to employ my firm as requested in the Application to which the instant Declaration is attached, I understand and agree that:
 - (a) My firm is obligated to keep the Trustee fully informed as to all aspects of the claim in question.
 - (b) No settlements of the claim may be made and will not become binding without the approval of the Trustee and the written consent of the Bankruptcy Court, after notice to the Trustee, creditors and parties in interest.
 - (c) No voluntary dismissals of the claim may be made without the written approval of the Trustee.
 - (d) My firm is not authorized to grant any "physician's lien", "letters of protection", "subrogation liens", "rights of reimbursement" or otherwise offer to protect payment of any claim for medical or other services out of, or otherwise pledge or encumber in any way, any part of any recovery without the express written consent of the Bankruptcy Court, which may not be granted.
 - (e) All proceeds of any settlement or recovery that may be recognized from the claim at issue must be paid to the Trustee in the first instance, and none may be disbursed without written approval of the Trustee or an Order of the Bankruptcy Court.

- (f) If the Application to which the instant Declaration is attached is approved, any fees or reimbursement of costs from the proceeds of any recoveries will be paid by the Trustee, after approval by the Bankruptcy Court.
 - (g) All issues regarding attorneys fees, debtor exemptions, distribution of any recovery between the Debtor(s) and the Trustee or creditors, or any other issue which may come to be in dispute between the Debtor(s) and the Trustee or creditors are subject to the jurisdiction of the Bankruptcy Court. Neither I, nor any member of my firm, will undertake to advise or represent the Debtor(s) as to any such matters or issues. My firm will undertake to obtain the best possible result on the claim and will leave to others any advice or representation as to such issues herein described.
7. As a part of my firm's anticipated representation of the estate, it may be necessary to hire experts to advise and assist in the prosecution of the claim at issue, specifically medical experts, liability or forensic experts, vocational or economic experts, or other experts on the issues of liability or damages. In this regard, I agree that:
- (a) My firm will pay, or advance, any fees or cost retainers required by such experts with the understanding that such payment will be included as a cost in any subsequent fee application made to the Bankruptcy Court; and
 - (b) Before entering into any such expert retention or paying initial fees or costs, my firm will consult the Trustee, provide the Trustee any requested information including cost estimates, provide the Trustee copies of any fee agreements, and obtain the Trustee's written approval to the proposed terms of retention.
 - (c) My firm will see that copies of any bills submitted by any such experts are promptly submitted to the Trustee within a reasonable time before the same are paid, to afford the Trustee the opportunity to review and approve the bills in advance of payment.
 - (d) Fees or expenses of such experts are subject to reimbursement only by the Bankruptcy Estate, upon approval of the bankruptcy Court, to be paid as an administrative expense in the instant bankruptcy case, out of proceeds of any settlement or recovery in the litigation my firm will be handling.

I declare under penalty of perjury that the foregoing is true and correct.

AR Bar # _____
Address _____

Phone number _____

Sworn to and subscribed before me this _____ day of _____,
 20____.

 Notary Public

My Commission Expires: _____