

IN THE CHANCERY COURT OF THE JUDICIAL DISTRICT
OF COUNTY, MISSISSIPPI

IN THE MATTER OF:
THE CLAIM OF , A MINOR,
BY , INDIVIDUALLY AND AS
FATHER/MOTHER AND NEXT FRIEND OF

CAUSE NO.

PETITION FOR AUTHORITY TO SETTLE DOUBTFUL CLAIM, WITH JOINDER

COMES NOW, Petitioner, , individually and as mother, general guardian and natural guardian of , a minor, with joinder by , individually and as natural father and natural guardian of , a minor, for authority to settle a disputed claim on behalf of said minor, pursuant to Miss. Code Ann. section 93-13-211 (Supp. 1987), and in support thereof would show the following:

1.

Petitioner, , is the adult mother, general guardian and natural guardian of , a minor, whose date of birth is . who joins herein, is the adult natural father, and natural guardian of said minor. Said , , are each resident citizens of the judicial district of County, Mississippi.

2.

Said minor has a claim arising from injuries he/she sustained in the apartment in which he/she lived with his/her mother, at an apartment complex owned and operated by known as , Mississippi, on when a air conditioning vent which was negligently and improperly fastened to the wall, fell out of the wall striking him/her in the face just below his/her left eye, severely cutting his/her left cheek. provided liability insurance on said apartment through a liability policy owned by .

3.

As a result of said injury sustained to , a minor, the following medical expenses have been and will be incurred:

4.

Claims have been made for the abovesaid injuries by _____, individually and as the parent, general and natural guardian of _____, a minor. The claim which said minor has is doubtful, not readily collectable and subject to the hazards and perils of litigation. Although _____ and _____ deny all negligence in the premises and for all liability for the injuries incurred, they have agreed to settle all claims arising out of the injuries to _____, including the claim for bodily injuries of _____ and all claims which said _____ and _____ may have as parents, general guardians and natural guardians of said _____ arising either directly or indirectly out of the bodily injuries sustained by _____, and all doctor and related health care expenses of _____ arising from said accident and all other claims of every type, kind and character which said _____ and _____ may have arising either directly out of said accident for injuries to said _____, by paying the total sum of _____ and _____ /100 Dollars (\$ _____).

5.

Said \$ _____ offer of settlement is being paid in exchange for the execution of an Absolute Release With Covenants for all claims and damages of every nature whatsoever which said _____ may have, or which said _____ and _____ may have arising either directly or indirectly out of the injuries to said _____, against _____ and _____, a copy of said Absolute Release with Covenants being attached to the Petition for Authority to Settle Doubtful Claim and Joinder as Exhibit "A".

6.

That Petitioner has employed _____, Attorney at Law, in _____, Mississippi, and said attorney has carefully and thoroughly investigated the facts and circumstances of the aforesaid injury. That through discussions with the witnesses, parties and representatives of _____, said attorney has negotiated the aforesaid offer of compromise and settlement; has advised Petitioner and her charge with respect to their claim on account of the injuries to _____, and the compromise and settlement thereof; and has otherwise rendered valuable legal services to Petitioners. For and in consideration thereof, said attorney has earned and is entitled to receive a reasonable attorney's fee as follows: _____ % of \$ _____ the gross proceeds of settlement or \$ _____; that Petitioner, _____ has incurred expenses in the amount of \$ _____ as set out in the Settlement Sheet attached hereto as Exhibit "B" and should be reimbursed for said expenses, and that the remaining balance of \$ _____ should be retained by Petitioner, _____, for the sole use and benefit of said minor, resulting in a total settlement of \$ _____; and Petitioner prays that the requirement that Petitioner furnish security be waived.

7.

That the proposed settlement is a fair and reasonable settlement and it is in the best interest of _____ that said settlement offer be accepted, and Petitioner is of the opinion that said settlement is a fair and reasonable settlement of the claim of said minor, and it would be more prudent to accept said sum of money than subject said minor to the delays and uncertainties of litigation incident to claims of this nature.

WHEREFORE PREMISES CONSIDERED, Petitioner prays that he/she be authorized to accept the aforementioned settlement offer; that he/she be allowed to pay the attorney's fees as set forth hereinabove out of said settlement offer; that he/she be reimbursed for the expenses he/she has incurred on behalf of said minor in the amount set forth in the attached Settlement Sheet (Exhibit "B"); that the requirement of security herein be waived; that he/she be further authorized to execute the Absolute Release with Covenants, as attached to the petition as Exhibit "A", in favor of _____ and _____, together with all other parties having any liability in the premises of all rights, claims and causes of action of said _____, which he/she or his/her representative may have against said _____ and _____ of any kind and character on account of personal injuries and damages sustained by said minor, and that the remaining sum be retained by Petitioner, _____, for the sole and exclusive use of _____.

And if Petitioner has not prayed for proper relief, then he/she prays for such other, further, general or special relief as the Court deems proper in the premises.

_____, A MINOR

,
INDIVIDUALLY AND AS MOTHER
AND NEXT FRIEND OF

,
INDIVIDUALLY AND AS FATHER OF

ATTORNEY AT LAW

STATE OF MISSISSIPPI
COUNTY OF

Personally appeared before me, the undersigned authority in and for the aforesaid state and county, the within named _____, Petitioner, who acknowledges that he/she signed and delivered the above and foregoing Petition for Authority to Settle Doubtful Claim and Joinder, individually and as mother and next friend of _____, on the day and year therein mentioned as his/her voluntary act and deed, and that the matters and facts set forth therein are true and correct as stated.

GIVEN UNDER MY HAND AND OFFICIAL SEAL, on this the
day of _____, 20____.

NOTARY PUBLIC

My Commission Expires:

STATE OF MISSISSIPPI
COUNTY OF

Personally appeared before me, the undersigned authority in and for the aforesaid state and county, the within named _____, Petitioner, who acknowledges that he/she signed and delivered the above and foregoing Petition for Authority to Settle Doubtful Claim and Joinder, individually and as Father of _____ on the day and year therein mentioned as his/her voluntary act and deed, and that the matters and facts set forth therein are true and correct as stated.

GIVEN UNDER MY HAND AND OFFICIAL SEAL, on this the
day of _____, 20_____.

NOTARY PUBLIC

My Commission Expires:

IN THE CHANCERY COURT OF THE _____ JUDICIAL DISTRICT
OF _____ COUNTY, MISSISSIPPI

IN THE MATTER OF:
THE CLAIM OF _____, A MINOR,
BY _____, INDIVIDUALLY AND AS
MOTHER AND NEXT FRIEND OF

CAUSE NO.

DECREE AUTHORIZING SETTLEMENT OF DOUBTFUL CLAIM

THIS DAY this cause came on for hearing on the petition of _____, individually and as mother, general guardian and natural guardian of _____, a minor, with joinder by _____, individually and as natural father and natural guardian of _____, a minor, for authority to settle a disputed claim on behalf of said minor, pursuant to Miss. Code Ann. section 93-13-211 (Supp. 1987), and the Court, having carefully considered the petition, together with the evidence adduced in support thereof, finds as follows:

1.

Petitioner, _____, is the adult mother, general guardian and natural guardian of _____, a minor, whose date of birth is _____, _____, who joins herein, is the adult natural father, and natural guardian of said minor. Said _____, _____, and _____ are each resident citizens of the _____ Judicial District of _____ County, Mississippi.

2.

Said minor has a claim arising from injuries he sustained in the apartment in which he/she lived with his/her mother, _____ at an apartment complex owned and operated by _____, known as _____, Mississippi, on _____, when a air conditioning vent which was negligently and improperly fastened to the wall, fell out of the wall striking him in the face just below his/her left eye, severely cutting his/her left cheek. _____ provided liability insurance on said apartment through a liability policy owned by _____.

3.

As a result of said injury sustained to _____, a minor, the following medical expenses have been and will be incurred:

4.

Claims have been made for the abovesaid injuries by _____, individually and as the parent, general and natural guardian of _____, a minor. The claim which said minor has is doubtful, not readily collectable and subject to the hazards and perils of litigation. Although _____ and _____ deny all negligence in the premises and for all liability for the injuries incurred, they have agreed to settle all claims arising out of the injuries to _____, including the claim for bodily injuries of _____ and all claims which said _____ and _____ may have as parents, general guardians and natural guardians of said _____ arising either directly or indirectly out of the bodily injuries sustained by _____, and all doctor and related health care expenses of _____ arising from said accident and all other claims of every type, kind and character which said _____ and _____ may have arising either directly out of said accident for injuries to said _____, by paying the total sum of _____ Dollars (\$ _____).

5.

Said \$ _____ offer of settlement is being paid in exchange for the execution of an Absolute Release with Covenants for all claims and damages of every nature whatsoever which said _____ may have, or which said _____ and _____ may have arising either directly or

indirectly out of the injuries to said _____, against _____ and _____, a copy of said Absolute Release with Covenants being attached to the Petition for Authority to Settle Doubtful Claim and Joinder as Exhibit "A".

6.

That Petitioner has employed _____, Attorney at Law, in _____, Mississippi, and said attorney has carefully and thoroughly investigated the facts and circumstances of the aforesaid injury; through discussions with the witnesses, parties and representatives of _____ and has negotiated the aforesaid offer of compromise and settlement; has advised Petitioner and her charge with respect to their claim on account of the injuries to _____, and the compromise and settlement thereof; and has otherwise rendered valuable legal services to Petitioners. For and in consideration thereof, said attorney has earned and is entitled to receive a reasonable attorney's fee as follows: _____ % of \$ _____ the gross proceeds of settlement or \$ _____; that Petitioner, _____ has incurred expenses in the amount of \$ _____ as set out in the Settlement Sheet attached to the Petition for Authority to Settle Doubtful Claim, with Joinder as Exhibit "B", and should be reimbursed for said expenses, and that the remaining balance of \$ _____ should be retained by Petitioner, _____, for the sole use and benefit of said minor, resulting in a total settlement of \$ _____.

7.

That the proposed settlement is a fair and reasonable settlement and it is in the best interest of _____ that said settlement offer be accepted, and Petitioner is of the opinion that said settlement is a fair and reasonable settlement of the claim of said minor, and it would be more prudent to accept said sum of money than subject said minor to the delays and uncertainties of litigation incident to claims of this nature.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that, Petitioner, _____, as mother and next friend, general and natural guardian of _____, a minor be and hereby is authorized to compromise and settle the claim of the said minor for the sum of _____ dollars (\$ _____);

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that Petitioner be and is hereby authorized to execute the Absolute Release with Covenants, attached to the petition as Exhibit "A", fully and finally discharging and releasing _____, _____, together with all other parties having any liability in the premises of all rights, claims and causes of action of

which said may have, or which said and may have arising either directly or indirectly out of the injuries to said , against said and of any kind and character on account of personal injuries and damages sustained by said minor as a result of said accident;

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that Petitioner be and is hereby authorized to pay to attorney's fees in the amount of \$ as set forth hereinabove out of said settlement proceeds;

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that Petitioner, be and hereby is authorized to be reimbursed for all expenses incurred on behalf of said minor in the amount of \$ as set forth in the Settlement Sheet (Exhibit "B");

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the remaining settlement proceeds in the amount of \$ be retained by Petitioner, , for the sole and exclusive use of ;

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the requirement of security herein be and is hereby waived;

SO ORDERED, ADJUDGED AND DECREED, this the day of ,
20 .

CHANCELLOR

PRESENTED BY:

ATTORNEY AT LAW