

3.

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

Dr. _____ D.M.D.

Initial Treatment \$ _____

Estimated cost for root canal and crown _____

Total Medical Expenses \$ _____

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 any and all negligence in the premises and for any and 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 any 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 any 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 00/100 Dollars (\$ _____).

5.

Said \$ _____ offer of settlement is being paid in exchange for the execution of a Release Receipt and Indemnity Agreement for all claims and damages of any and 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 Release, Receipt and Indemnifying Agreement being attached to the Petition for Authority to Settle Doubtful Claim and Joinder as Exhibit " _____".

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; though discussions with the witnesses, parties and representatives of _____ has negotiated the aforesaid offer of compromise and settlement; has advised Petitioner and his/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 net proceeds of settlement or \$ _____; and that the remaining balance of \$ _____ 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 allowed to pay medical expenses incurred on behalf of said minor in the amount set forth above; that the requirement of a security herein be waived; that he/she be further authorized to execute the Release, Receipt and Indemnity agreement, as attached to the petition as Exhibit "A", in favor of _____, together with all other parties having any liability in the premises of any and all rights, claims and causes of action of said _____ which 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

MOTHER AND NEXT FRIEND

PRESENTED BY:

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 she signed and delivered the above and foregoing Petition for Authority to Settle Doubtful Claim and Joinder on the day and year therein mentioned as 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 _____,

.

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 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 _____,

NOTARY PUBLIC

My Commission Expires:

IN THE CHANCERY COURT OF _____ COUNTY, MISSISSIPPI
, MISSISSIPPI

IN THE MATTER OF:
THE CLAIM OF _____ A MINOR,
BY _____ Mother/Father AND NEXT FRIEND

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 Mother/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. 1986), 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/Father, general guardian and natural guardian of _____ a minor, whose date of birth is _____. _____ who joins herein, is the adult natural Mother/Father, and natural guardian of said minor. Said _____, _____, and _____ are each resident citizens of _____ County, Mississippi.

2.

Said minor has a claim arising from injuries he/she sustained on a school bus on on the way home from school when _____, a minor also on the bus negligently threw a jar lid at striking him/her in the mouth severely chipping his/her _____ tooth. _____ provided liability insurance on said _____ through a homeowners policy owned by his/her mother/father .

3.

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

Dr. _____ D.M.D.

Initial Treatment \$

Estimated cost for root canal and crown

Total Medical Expenses \$

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 any and all negligence in the premises and for any and 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 any 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 any 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 _____ 00/100 Dollars (\$ _____).

5.

Said \$ _____ offer of settlement is being paid in exchange for the execution of a Release, Receipt and Indemnity Agreement for all claims and damages of any and 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 Release, Receipt and Indemnifying Agreement 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 though discussions with the witnesses, parties and representatives of _____ said attorney has negotiated the aforesaid offer of compromise and settlement; that said attorney has advised Petitioner with respect to the 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 net proceeds of settlement, i.e. \$ _____ ; that the remaining balance of the net proceeds, i.e. \$ _____ will 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; that it is in the best interest of that said settlement offer be accepted; that Petitioner is of the opinion that said settlement is a fair and reasonable settlement of the claim of said minor; and that 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/father 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 and 00/100 (\$);

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that Petitioner be and is hereby authorized to execute the Release, Receipt and Indemnity Agreement, 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 any and 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 pay medical expenses incurred on behalf of said minor in the amount of \$ as set forth above out of the settlement proceeds;

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the remaining settlement proceeds be retained by Petitioner, _____ for the sole and exclusive use of _____ .

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

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

CHANCELLOR

PRESENTED BY:

ATTORNEY AT LAW