

**UNITED STATES BANKRUPTCY COURT FOR THE
MIDDLE DISTRICT OF ALABAMA**

IN RE:

**ALLEGRO LAW, LLC,
Debtor.**

**CASE NO. 10-30631-WRS
Chapter 7**

**AFFIDAVIT IN SUPPORT OF TRUSTEE'S APPLICATION FOR
EMPLOYMENT OF CABANISS, JOHNSTON, GARDNER, DUMAS & O'NEAL
AS PROFESSIONAL PERSON FOR A SPECIFIC PURPOSE**

Before me the undersigned authority, a notary public, in and for said state and county, personally appeared Donald J. Stewart, who, being duly sworn by me, deposes and says under oath as follows:

1. My name is Donald J. Stewart. I am presently a member of the law firm of Cabaniss, Johnston, Gardner, Dumas & O'Neal, whose office is located at 63 South Royal Street, Suite 700, Mobile, Alabama 36602. I am an attorney duly admitted to the practice of law in the State of Alabama.

2. Cabaniss, Johnston, Gardner, Dumas & O'Neal seeks to be engaged by Trustee Daniel Hamm to represent Trustee in connection with the recovery of money and assets for this Chapter 7 bankruptcy estate. Trustee seeks to employ Cabaniss, Johnston, Gardner, Dumas & O'Neal on a contingent fee basis as follows: Cabaniss, Johnston, Gardner, Dumas & O'Neal shall be entitled to share with Cunningham Bounds, LLC forty percent (40%) of any recovery of money or assets for Trustee, either by settlement or judgment, as attorneys fees. Cabaniss, Johnston, Gardner, Dumas & O'Neal shall seek reimbursement of expenses incurred in connection with this estate only out of money or assets recovered for Trustee as a result of the law firm's efforts relating to this estate. Cabaniss, Johnston, Gardner, Dumas & O'Neal acknowledges that if there is no recovery or money or assets, Trustee shall not be responsible for reimbursement of attorneys fees or expenses.

3. Cabaniss, Johnston, Gardner, Dumas & O'Neal has not received any compensation from Trustee or any other entity in connection with this representation. Cabaniss, Johnston, Gardner, Dumas & O'Neal understands that it cannot share any compensation with attorneys other than members of its firm unless said professionals are also approved by this Court. Cabaniss, Johnston, Gardner, Dumas & O'Neal does not have any agreement to share compensation with any attorneys in this matter other than Cunningham Bounds, LLC.

4. Neither Cabaniss, Johnston, Gardner, Dumas & O'Neal nor I represent or hold any interest adverse to Trustee or the estate with respect to the matter upon which Cabaniss, Johnston, Gardner, Dumas & O'Neal is seeking to be employed.

5. Neither Cabaniss, Johnston, Gardner, Dumas & O'Neal nor I have any connection with the Trustee, debtor, creditors, Bankruptcy Administrator or any other party in interest, other than the proposed representation of Trustee for which Cabaniss, Johnston, Gardner, Dumas & O'Neal is applying for employment as a professional person for this specific purpose, other than Cabaniss, Johnston, Gardner, Dumas & O'Neal's representation of JP Morgan Chase Bank, N.A. and various of its subsidiaries and affiliates in matters unrelated to this case, Cabaniss Johnston, Gardner, Dumas & O'Neal's proposed representation as special counsel for Daniel Hamm, as Trustee of the Estate of Keith Nelms, Case No. 10-30430-WRS and Cabaniss, Johnston, Gardner, Dumas & O'Neal's proposed representation as special counsel of Daniel Hamm, as Trustee of the Estate of Allegro Financial Services, LLC, Case No. 10-30630-WRS.

6. The facts as stated herein are true and correct in all cases where I have personal knowledge and other remaining facts and opinions are true and correct according to the best of my knowledge, information and belief. Cabaniss, Johnston, Gardner, Dumas & O'Neal understands that upon completion of this case, by settlement or otherwise, it must make a separate application for the approval of any settlement recovered on behalf of Trustee and/or the estate pursuant to LBR 9007-1. Cabaniss, Johnston, Gardner, Dumas & O'Neal also understands that it must make a separate

