

1 MITCHELL L. ABDALLAH, #231804
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3 **ABDALLAH LAW GROUP**

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9 Attorneys for Debtor: Rickie Walker

10 UNITED STATES BANKRUPTCY COURT

11 EASTERN DISTRICT OF CALIFORNIA

12 In re:

13 Rickie Walker,

14 Debtor.

Case No. 10-21656-E-11

DCN: MLA-002

NO HEARING REQUIRED

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16 **DECLARATION OF MITCHELL L. ABDALLAH IN SUPPORT OF APPLICATION TO**
17 **EMPLOY THE ABDALLAH LAW GROUP AS COUNSEL FOR DEBTOR AND**
18 **DEBTOR-IN-POSSESSION**

19 I, MITCHELL L. ABDALLAH, declare as follows:

20 1. I am an attorney duly licensed to practice law in the state of California and am
21 admitted to practice before the United States District Court for the Eastern District of California.

22 I am the managing attorney in the Abdallah Law Group (“ALG”). My primary practice areas
23 include business and real estate litigation, general litigation and bankruptcy law. Presently, we
24 have 2 attorneys, three law clerks, a certified paralegal and two office staff that assist me.

25 Attached hereto as Exhibit “A” is a brief resume of my background and experience.

1 2. In the course of my bankruptcy practice, I have represented debtors in Chapter 11
2 cases.

3 3. I reviewed the list of creditors in this case and caused a conflict's check to be run
4 against ALG's list of clients and opposing parties to determine whether any actual or potential
5 conflict appeared to exist. I determined that no conflicts exist.

6 4. The Debtor is Rickie Walker.

7 5. To the best of my knowledge, ALG is not representing Rickie Walker in other
8 ongoing bankruptcy cases.

9 6. I am unaware of any conflict, association, relationship or connection between
10 ALG and the Debtor, any other creditors of the Debtor, any other parties in interest, their
11 respective attorneys and accountants, the Chapter 11 Trustee, except as provided herein.

12 7. To the best of my knowledge, each member of ALG is a disinterested person
13 within the meaning of §101(14) of the United States Bankruptcy Code.

14 8. To the best of my knowledge, ALG:

15 a) Is not a creditor, an equity security holder, or an insider of the Debtor;

16 b) Is not and was not, within two years before the date of the filing of the
17 petition, a director, officer, or employee of the Debtor;

18 c) Does not have an interest materially adverse to the interest of the estate or
19 of any class of creditors or equity security holders, by reason of any direct
20 or indirect relationship to, connection with, or interest in, the Debtor; and

21 d) Does not have any connection with the U.S. Trustee, or any person
22 employed in the Office of the U.S. Trustee.

23 9. If an affiliation or connection between ALG or its members and an attorney or
24 accountant subsequently employed by the Debtor, a creditor, or a party in interest should arise,
25 which requires disclosure pursuant to the provisions of the Bankruptcy Code; I will promptly
26 inform this Court.

1 10. Pursuant to 11 U.S.C. §329, this disclosure sets forth the compensation paid or
2 agreed to be paid to ALG for services provided or to be provided in contemplation of and in
3 connection with this case, as well as the source of such compensation.

4 11. The Debtor has agreed to pay ALG for services provided in this case at the
5 ordinary hourly rates of the attorneys, law clerks, and non-attorney paraprofessionals who
6 actually perform services for the Debtor. The rates of the attorneys expected to perform legal
7 services in this case follows: Mitchell L. Abdallah and Thomas F. Camp, \$300 per hour. In
8 addition, the Debtor has agreed to reimburse ALG for expenses and costs advanced by it on
9 behalf of the Debtors.

10 12. Counsel has not shared or agreed to share any portion of the compensation paid, or
11 to be paid to it, with any other person.

12 13. On behalf of the Debtor, the Debtor paid ALG a retainer of \$2,000.00 on or about
13 **January 24, 2010** and entered into a duly authorized Attorney- Client Fee Agreement
14 (“Agreement”). This amount shall remain in an ALG client trust account. ALG agrees not to
15 withdraw any sums from that account, unless either a court order is entered approving payment of
16 those fees and costs or the case is dismissed.

17 14. This case was filed on January 25, 2010. Since the inception of the case, ALG’s
18 efforts have consisted of instructing the Debtor’s principals regarding post-petition operation of
19 his affairs, preparing needed applications to employ professionals, working on the Debtor’s
20 Schedules and Statement of Financial Affairs, etc. ALG asks that its employment as the Debtor’s
21 counsel be approved, effective upon the filing date (i.e., January 25, 2010).

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1 I declare under penalty of perjury that the foregoing is true and correct, and if called upon
2 to testify thereto, could competently do so. Executed this 26th day of February 2010, at
3 Sacramento, California.

4 /s/Mitchell L. Abdallah
5 Mitchell L. Abdallah
6 Attorney at Law
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