

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE SOUTHERN DISTRICT OF TEXAS  
CORPUS CHRISTI DIVISION**

<b>In re:</b>	§	<b>Case No. 07-20027</b>
	§	
<b>SCOTIA DEVELOPMENT LLC, et al.</b>	§	<b>Chapter 11</b>
	§	
<b>Debtors.</b>	§	<b>(Jointly Administered)</b>
	§	

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**AFFIDAVIT OF PROPOSED ORDINARY  
COURSE PROFESSIONAL FOR DEBTORS AND DISCLOSURE STATEMENT  
PURSUANT TO BANKRUPTCY COURT SECTIONS 327, 329 AND 504,  
BANKRUPTCY RULES 2014 AND 2016 AND THE ORDER AUTHORIZING  
RETENTION OF ORDINARY COURSE PROFESSIONALS**

STATE OF California )  
  )  
COUNTY OF Humboldt )

Thomas M. Herman, being duly sworn, deposes and says:

1. I am an attorney at law admitted to practice before the courts of the state of California and am an owner of the law firm Barnum & Herman, an association of sole practitioners, which firm maintains offices for the practice of law at 525 Second Street, Eureka, California (the "Firm").
2. The Debtors are The Pacific Lumber Company and its subsidiaries Scotia Development, LLC, Britt Lumber Co., Inc., Salmon Creek LLC and Scotia Inn Inc. (collectively, the "Debtors"). Neither I, the Firm, nor any other partner, counsel or associate of the Firm, insofar as I have been able to ascertain, has any connection with the Debtors, their creditors, employees of the Debtors or any other significant party in interest in these chapter 11 cases, or their attorneys, except as set forth below: I have represented Pacific Lumber Company and Britt Lumber Company in the past with respect to matters involving real estate transactions. I am a former employee of Pacific Lumber Company (1992 to 1999). I and my associated

counsel, William F. Barnum, may represent some clients who are creditors of the Debtors, but I am unaware of any circumstance in which our representation of any clients relates to matters involving the Debtors.

3. The Firm, through me, and other partners, counsel or associates of the Firm, have represented and advised Pacific Lumber Company as counsel with respect to real estate and environmental matters.

4. The Pacific Lumber Company has requested, and the Firm has agreed to continue to represent and advise the Debtors pursuant to section 327 of the Bankruptcy Code with respect to such matters.

5. The Firm's customary hourly rates, subject to change from time to time, are \$275 to \$300 per hour for counsel and \$100 per hour for paralegals.

6. In the normal course of business, the Firm revises its regular hourly rates on January 1st of each year and requests that, effective that date each year, the aforementioned rates be revised to the regular hourly rates which will be in effect at that time.

7. Prior to the Debtors' bankruptcy filings, the Firm has rendered services to The Pacific Lumber Company that have not yet been billed or that have been billed but with respect to which payment has not yet been received. The amount owing for such services is \$1,677.89.

8. Except as set forth herein, no promises have been received by the Firm or any partner, counsel or associate thereof as to compensation in connection with these chapter 11 cases other than in accordance with the provisions of the Bankruptcy Code, the Federal Rules of Bankruptcy Procedure, the Local Rules of the Bankruptcy Court, the Bankruptcy Court's order authorizing the Debtors to retain certain professionals utilized in the ordinary course of their

business, other orders of the Bankruptcy Court, and the Fee Guidelines promulgated by the United States Trustee.

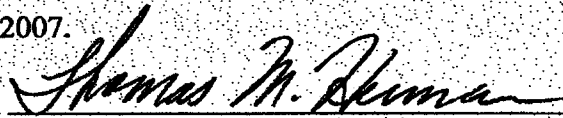
9. Neither I nor any other partner, counsel or associate of the Firm has agreed to share or will share any portion of the compensation to be received from the Debtors with any person other than the partners, counsel, associates and regular employees of the Firm.

10. The foregoing constitutes the statement of the Firm pursuant to sections 327, 329, and 504 of the Bankruptcy Code and Rules 2014 and 2016 of the Federal Rules of Bankruptcy Procedure.

11. Neither I, the Firm, nor any other partner, counsel or associate thereof, insofar as I have been able to ascertain, holds or represents any interest adverse to the Debtors or their estates in matters upon which the Firm is to be engaged.

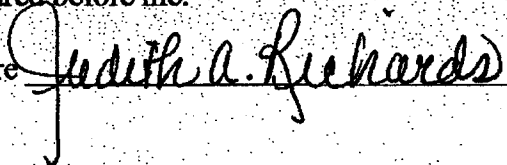
FURTHER AFFIANT SAYETH NAUGHT

Signed this ninth day of August, 2007.



Thomas M. Herman

Subscribed and sworn to (or affirmed) before me on this ninth day of August, 2007, by Thomas M. Herman, personally known to me or ~~proved to me on the basis of satisfactory evidence~~ to be the person(s) who appeared before me.

Signature 

(Seal)

