

03-1907-CD

CYNTHIA J. GIBSON, et al. vs. ERIE INSURANCE GROUP

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISION

CYNTHIA J. GIBSON, parent and *
natural guardian of *
CRYSTAL GIBSON, *
Plaintiff *

-VS-

ERIE INSURANCE GROUP, *
Defendant *

No. 2003-1907-CD
JURY TRIAL DEMANDED

Type of Action:
Personal Injury

Type of Pleading:
Petition to Compromise
and Settle Minor's
Personal Injury Action

Filed on Behalf of:
Plaintiff

Counsel of Record for this
Party:

Richard H. Milgrub, Esquire
Supreme Court I.D. 19865

211 North Second Street
Clearfield, PA 16830
(814) 765-1717

THE LAW OFFICES OF
RICHARD H. MILGRUB
211 NORTH SECOND STREET
CLEARFIELD, PA 16830

109 NORTH BRADY STREET
DUBOIS, PA 15801

FILED

DEC 31 2003

013:201w
William A. Shaw

Prothonotary/Clerk of Courts

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IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISION

CYNTHIA J. GIBSON, parent and *
natural guardian of *
CRYSTAL GIBSON, *
Plaintiff *

-vs-

ERIE INSURANCE GROUP, *
Defendant *

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RICHARD H. MILGRUB
211 NORTH SECOND STREET
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109 NORTH BRADY STREET
DUBOIS, PA 15801

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISION

CYNTHIA J. GIBSON, parent and *
natural guardian of *
CRYSTAL GIBSON, *
Plaintiff *

-vs-

* No.

* JURY TRIAL DEMANDED

ERIE INSURANCE GROUP, *
Defendant *

PETITION TO COMPROMISE AND SETTLE
MINOR'S PERSONAL INJURY ACTION

AND NOW, comes Your Petitioner, Cynthia J. Gibson,
parent and natural guardian of Crystal Gibson, by and through her
attorney, Richard H. Milgrub, Esquire, who files the following
Petition:

1. Your Petitioner is the parent and natural guardian
of Crystal Gibson, a minor, born 9/22/88, who is presently 15
years of age, and was injured on 11/9/01 when Defendant, Duane E.
Painter, drove a vehicle owned and operated by B. Thomas, off the
road and into an embankment.

2. Minor, Crystal Gibson's, injuries, in the accident
included right flank and abdominal pain, disfigurement,
indentation of right flank/lower abdomen, and disfigurement of
neck.

3. Previously, Your Petitioner received Twenty-five
thousand dollars (\$25,000.00), the policy limits, on behalf of
Duane E. Painter, the third-party tortfeasor.

4. On November 9, 2001, Crystal Gibson was an insured
party under Erie Insurance Group policy number Q09-1007049.

5. Said policy did have a provision for underinsurance coverage.

6. Defendant has offered a settlement in the gross amount of Fifty thousand dollars (\$50,000.00) as more fully set forth in the Release annexed to this Petition as Exhibit "A".

7. Counsel was retained on a Thirty-three and one-third percent (33 1/3%) contingency fee basis for Your Petitioner. All of minor's medical bills have been paid by insurance. Counsel's expenses and fees are outlined in a Schedule of Distribution. A copy of counsel's Schedule of Distribution is attached and marked as Exhibit "B".

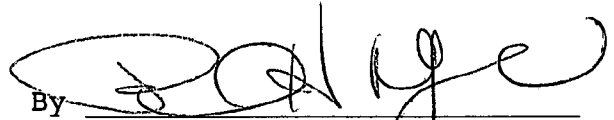
8. Attorney Laurance B. Seaman was named as the neutral arbitrator in this action and Attorney Samuel Cohen was named as Plaintiff's arbitrator in this action. Attorney Cohen's arbitration fee to be bourn by the Plaintiff is \$250.00. Fifty percent (50%) of the neutral arbitrator's fee which is to be bourn by the Plaintiff is \$260.25.

9. Petitioner's counsel recommends the case settlement and the proposed distribution because the settlement reflects a fair and reasonable value under the circumstances.

10. Petitioner, Cynthia J. Gibson, parent and natural guardian of Crystal Gibson, approved the case settlement and the proposed distribution because the settlement reflects a fair and reasonable value under the circumstances.

11. A copy of a recent medical report of the treating physician indicating minor, Crystal Gibson's, present condition is attached as Exhibit "C".

WHEREFORE, Your Petitioner requests that the proposed Order annexed to this Petition as Exhibit "B" be entered approving the compromise, allowing counsel fees and costs, and Ordering distribution as set forth.

By 
Richard H. Milgrub, Esquire
Attorney for Plaintiff

RELEASE

For the consideration of Fifty Thousand (\$50,000.00) Dollars, receipt of which is hereby acknowledged, we release and discharge, and for myself and for my heirs, representatives, executors, administrators, successors and assigns, do hereby remise, release and forever discharge ERIE INSURANCE EXCHANGE hereinafter referred to as the releasees, its heirs, executors, administrators, insurers, successors and assigns, of and from any and all causes of action, suits, rights, judgments, claims and demands of whatsoever kind, in law or in equity, known and unknown which I now have or may hereafter have, especially the claimed legal liability of releasee, arising from or by reason of any and all bodily or personal injuries and/or property damage known and unknown, foreseen and unforeseen which heretofore has/have been or which hereafter may be sustained arising out of all claims for underinsured motorist coverage arising out of an accident on or about November 9, 2001, in Brady Township, Clearfield County, Pennsylvania, and which is the subject of an uninsured motorist claim.

I agree that in consideration set forth above is specifically applicable to and paid to me with respect to any and all damage to any property, either real or personal, of mine and with respect to any and all personal or bodily injury of mine, whether presently known or unknown, foreseen or unforeseen or which may subsequently develop and the consequences thereof, all as arising out of the aforementioned accident.

I further agree that the consideration set forth above is specifically applicable to our agreement that I will not join nor attempt to join the releasee, its executors, administrators, insurers, successors and assigns in any capacity, in any action that may be brought against me arising out of said accident.

Intending to be legally bound hereby, WITNESS, my hand and seal this 30 day of December, 2003.

WITNESS:

✓ Cynthia Gibson (SEAL)
Cynthia Gibson, as Parent and Guardian
for Crystal Gibson

EXHIBIT "A"

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISION

CYNTHIA J. GIBSON, parent and *
natural guardian of *
CRYSTAL GIBSON, *
Plaintiff *

-vs-

ERIE INSURANCE GROUP, *
Defendant *

No.

JURY TRIAL DEMANDED

ORDER

AND NOW, this ____ day of _____, 2004, upon
consideration of Plaintiff's Petition to Compromise and Settle
Minor's Personal Injury Action and after hearing thereon, it is
hereby ORDERED that settlement of this action for the gross sum
of Fifty thousand dollars (\$50,000.00) is hereby approved,
counsel fees and expenses are as follows and distribution
directed as follows:

To: Richard H. Milgrub, Esquire Attorney for Plaintiff 1/3 Contingency Fee	\$ 16,666.67
To: Richard H. Milgrub, Esquire Reimbursement of costs	\$ 322.96
To: Laurence B. Seaman, Esquire Neutral arbitrator	\$ 260.25
To: Samuel Cohen, Esquire Plaintiff's arbitrator	\$ 250.00
To: Cynthia J. Gibson, parent and natural guardian of Crystal Gibson, a minor, to be placed in a federally insured	

THE LAW OFFICES OF
RICHARD H. MILGRUB
211 NORTH SECOND STREET
CLEARFIELD, PA 16830

109 NORTH BRADY STREET
DUBOIS, PA 15801

Exhibit "B"

savings account or federally
insured savings certificate
of approximately equal amounts
to be marked "Not to be Withdrawn
Until Said Minor reaches the age
of 18, except as authorized
by prior Order of Court"

\$ 32,500.12

BY THE COURT:

Judge

THE LAW OFFICES OF
RICHARD H. MILGRUB
211 NORTH SECOND STREET
CLEARFIELD, PA 16830

—
109 NORTH BRADY STREET
DUBOIS, PA 15801

Summit Rehabilitation
145 Hospital Avenue, Suite 300
DuBois, PA 15801

Telephone: (814) 371-4524

Laun R. Hallstrom, MD
Lynn A. Myers, MD
Mark E. Galiczynski, PA-C

Fax: (814) 371-0331

October 21, 2002

Paula Lundgren, MD
605 South Main Street
DuBois, PA 15801

Re: Crystal Gibson

Dear Dr. Lundgren,

I had the pleasure of evaluating Crystal Gibson in the office on October 21, 2002.

HISTORY OF PRESENT ILLNESS: Crystal Gibson is a 14-year-old female with an 11-month history of right flank and abdominal pain. Patient states that she was in a motor vehicle accident in November of 2001. She was a belted passenger in the back passenger side seat of the vehicle. The car was involved in a front-impact collision. She has had pain in the right flank and abdomen since the accident. At this time the patient relates a sore, achy pain, which is increased with movement. Patient denies any pain at rest. She relates a pulling sensation with rotation at the trunk. There is also pain with direct pressure to the area. She denies any numbness or tingling. She denies any radiation of symptoms into the extremities. She was seen by Dr. Fatula as well as Dr. Paula Lundgren in the past. A CT scan of the abdomen was unremarkable. Chest and abdominal X rays were without abnormality. She denies any treatment for this problem. She denies taking any medications currently.

ALLERGIES: No known allergies.

MEDICATIONS: None.

PAST MEDICAL HISTORY: Patient denies any past medical history, she denies any hospitalizations or surgeries.

FAMILY HISTORY: Mother with breast CA.

SOCIAL HISTORY: Patient is currently attending middle school in DuBois. She denies smoking cigarettes, drinking alcohol, or any illegal drug use. She does not currently have a job.

REVIEW OF SYSTEMS: Patient denies recent change in vision, hearing, or headaches. There is no dysphagia or throat pain; there is no chest pain, shortness of breath, palpitations, coughing, wheezing, or hemoptysis. There is no recent change in bowel or bladder habits. Patient does

Crystal Gibson

10/21/02

Page 2

relate right flank and abdominal pain. She denies any numbness or tingling in the abdomen. She denies any pain, numbness, or tingling in the extremities. There are no fevers or night sweats.

PHYSICAL EXAMINATION: Patient is sitting comfortably, alert and oriented X 3, in no acute distress. **HEENT:** Normocephalic, atraumatic. Pupils equal and round, extraocular movements intact, sclera anicteric, nares are patent, pharynx is clear without erythema or exudate. Neck—no lymphadenopathy, thyromegaly, or JVD. Cardiovascular—regular without ectopy or murmurs. Lungs—clear to auscultation without rales, rhonchi, or wheezes. Abdomen—active bowel sounds. There is tenderness to deep palpation in the right lower quadrant and right flank. There is an indentation noted suggestive of fat necrosis along the right abdomen and flank. The abdomen is nondistended, there is no organomegaly, and there is minimal discomfort with performing a sit-up. There is increased discomfort with rotational crunches. Musculoskeletal—Strength is 5/5 with shoulder abduction, elbow flexion, elbow extension. There is good grip strength. Lower extremity strength is 5/5 at the hips, knees, and ankles. There is no abdominal pain noted with resisted hip flexion. Neurologic—Cranial nerves 2 through 12 are grossly intact. Biceps, triceps, brachioradialis, and patellar reflexes are symmetric, sensation is intact to the upper and lower extremities to light touch, and there was no abnormal sensation noted in the abdominal region. Extremities—There is no significant edema, cyanosis, or calf tenderness noted. Distal pulses are intact.

ASSESSMENT: Crystal Gibson is a 14-year-old female seen in the office today with the following diagnoses: 1. Right flank and abdominal pain, status post trauma, muscular in nature. 2. Evidence of fat necrosis.

PLAN: At this time we will initiate a physical therapy program to include electrical stimulation, massage, myofascial release, moist heat, and abdominal strengthening, with transition to a home exercise program. Patient will follow up in the office in one month to assess her progress with therapy. If the patient continues with pain, we will consider a TENS trial.

Thank you for allowing me to participate in the care of your patient. If you have any questions please feel free to contact me.

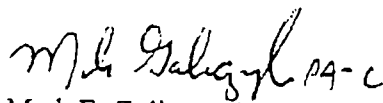
Sincerely,



Laun R. Hallstrom, MD

MEG/hlh

C: Dr. Paula Lundgren


Mark E. Galiczynski, PA-C

VERIFICATION

I, Cynthia Gibson, verify that the statements made herein are true and correct. I understand that false statements herein are made subject to penalties of 18 Pa.C.S. §4904, relating to unsworn falsification to authorities.

Date: 12-30-03

✓ Cynthia Gibson
Cynthia Gibson

RICHARD H. MILGRUB
Attorney & Counselor at Law
211 NORTH SECOND STREET
CLEARFIELD, PENNSYLVANIA 16830

FILED

DEC 3 1 2003

William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISION

CYNTHIA J. GIBSON, parent and *
natural guardian of *
CRYSTAL GIBSON, *
Plaintiff *

-vs-

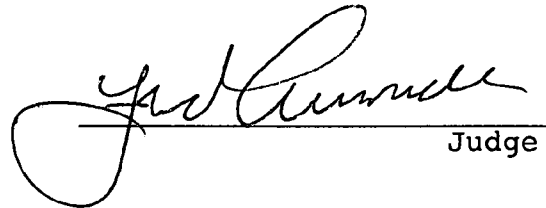
ERIE INSURANCE GROUP, *
Defendant *

No. 2003-1907-Cp
JURY TRIAL DEMANDED

ORDER

AND NOW, this 5 day of January, 2004, upon
consideration of the Plaintiff's Petition to Compromise and
Settle Minor's Personal Injury Action, it is hereby ORDERED and
DECREED that hearing in this matter be scheduled for the 26 day
of January, 2004 at 10:30 A.m. in Courtroom
1 of the Clearfield County Courthouse, Clearfield,
Pennsylvania.

BY THE COURT:


Judge

THE LAW OFFICES OF
RICHARD H. MILGRUB
211 NORTH SECOND STREET
CLEARFIELD, PA 16830

109 NORTH BRADY STREET
DUBOIS, PA 15801

FILED

JAN 06 2004

William A. Shaw
Prothonotary/Clerk of Courts

FILED 1cc
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JAN 06 2004
R.H. Milgrub

William A. Shaw
Prothonotary/Clerk of Courts

RICHARD H. MILGRUB
Attorney & Counselor at Law

211 NORTH SECOND STREET
CLEARFIELD, PENNSYLVANIA 16830

IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

FILED

CYNTHIA J. GIBSON, parent
and natural guardian of
CRYSTAL GIBSON

JAN 27 2004

William A. Shaw
Prothonotary/Clerk of Courts

-VS-

No. 03-1907-CD

ERIE INSURANCE GROUP

O R D E R

NOW, this 26th day of January, 2004, following the taking of some testimony relative the Petition to Compromise and Settle Minor's Personal Injury Action, with the Court noting that pursuant to the provisions of Rule 2039(b) the Court needs further information to appropriately review the requested award of counsel fees, it is the ORDER of this Court that the Court Administrator schedule additional hearing thereon, with the time estimated to be fifteen (15) minutes in length. At the time of the rescheduled hearing, counsel shall be prepared to present information to the Court in order that the Court may review the request for approval of attorney's fees pursuant to the criteria set forth in Gilmore v Dondero, 582 A2d 1106 (Pa. Super. 1990), and Shaw v Bradley, 672 A2d 331 (Pa. Super. 1996).

BY THE COURT,



President Judge

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISION

CYNTHIA J. GIBSON, parent and *
natural guardian of *
CRYSTAL GIBSON, *
Plaintiff *

-vs-

ERIE INSURANCE GROUP, *
Defendant *

No. 03-1907-CD
JURY TRIAL DEMANDED

ORDER

AND NOW, this 28 day of January, 2004, upon
consideration of Plaintiff's Petition to Compromise and Settle
Minor's Personal Injury Action and after hearing thereon, it is
hereby ORDERED that settlement of this action for the gross sum
of Fifty thousand dollars (\$50,000.00) is hereby approved,
counsel fees and expenses are as follows and distribution
directed as follows:

To: Richard H. Milgrub, Esquire Attorney for Plaintiff 1/3 Contingency Fee	\$ 16,666.67
To: Richard H. Milgrub, Esquire Reimbursement of costs	\$ 322.96
To: Laurence B. Seaman, Esquire Neutral arbitrator	\$ 260.25
To: Samuel Cohen, Esquire Plaintiff's arbitrator	\$ 250.00
To: Cynthia J. Gibson, parent and natural guardian of Crystal Gibson, a minor, to be placed in a federally insured	

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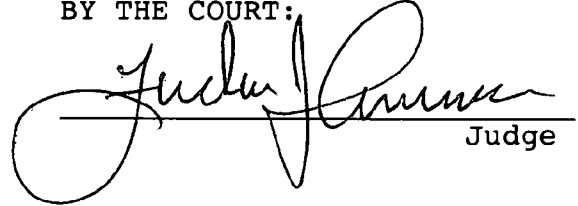
JAN 28 2004

William A. Shaw
Prothonotary/Clerk of Courts

savings account or federally
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of approximately equal amounts
to be marked "Not to be Withdrawn
Until Said Minor reaches the age
of 18, except as authorized
by prior Order of Court"

\$ 32,500.12

BY THE COURT:


Judge

THE LAW OFFICES OF
RICHARD H. MILGRUB
211 NORTH SECOND STREET
CLEARFIELD, PA 16830

—
109 NORTH BRADY STREET
DUBOIS, PA 15801

RICHARD H. MILGRUB
ATTORNEY AND COUNSELOR AT LAW
211 NORTH SECOND STREET
CLEARFIELD, PENNSYLVANIA 16830
(814) 765-1717
FAX (814) 765-4410

RICHARD H. MILGRUB J.D.

BRIAN K. MARSHALL J.D., C.P.A.
ASSOCIATE

109 NORTH BRADY STREET
P.O. BOX 685
DUBOIS, PENNSYLVANIA 15801
(814) 371-7080

January 26, 2004

Honorable Fredric J. Ammerman
President Judge
Clearfield County Courthouse
230 East Market Street
Clearfield, PA 16830

IN RE: Cynthia J. Gibson, parent and
natural guardian of Crystal Gibson
v. Erie Insurance Group
No. 03-1907-CD

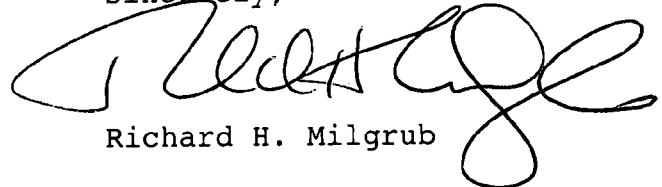
Dear Judge Ammerman:

Enclosed please find a detailed billing with regard to the
above matter.

As I'm sure you're well aware, there are some cases which
are settled with a simple phone call. I agree that when a
minor is involved, if that is all that is done, there
should be some type of an adjustment to the fee. This was
a case that was quite detailed and which involved my
involvement for over a year. It had gone up to the point
where arbitrators had been selected and actual dates were
set. The matter was only settled at the last minute.

I feel that taking into consideration the amount of work
involved, that the 1/3 contingency fee is clearly
justified.

Sincerely,



Richard H. Milgrub

RHM/kr
Enclosure

RICHARD H. MILGRUB
ATTORNEY AND COUNSELOR AT LAW
211 NORTH SECOND STREET
CLEARFIELD, PENNSYLVANIA 16830
(814) 765-1717
FAX (814) 765-4410

RICHARD H. MILGRUB J.D.

BRIAN K. MARSHALL J.D., C.P.A.
ASSOCIATE

109 NORTH BRADY STREET
P.O. BOX 685
DuBOIS, PENNSYLVANIA 15801
(814) 371-7080

January 26, 2004

Cynthia Gibson
Parent and Natural Guardian of Crystal Gibson
1008 Jackson Street
Reynoldsville, PA 15851

LEGAL SERVICES RENDERED:

- 06/25/02 - Initial consultation with client,
Opening of file, Review of applicable
law, Review of Declaration Page,
Correspondence to Erie Insurance
Group, Correspondence to DuBois
Regional Medical Center;
- 06/26/02 - Correspondence to client;
- 07/01/02 - Correspondence to George Fatula, MD;
- 07/03/02 - Correspondence to Erie Insurance Group,
Telephone call to Sarvey Insurance,
Correspondence to Sarvey Insurance;
- 08/05/02 - Correspondence to B. Thomas, Corres-
pondence to Service Unlimited, Corres-
pondence from Lou Russell at Erie
Insurance Group;
- 08/14/02 - Office consultation with client,
Request for police report, Corres-
pondence to Lou Russell at Erie
Insurance Group;
- 08/14/02 - Receipt of accident report, Review of
accident report, Correspondence to client;

Page 2
Cynthia Gibson
January 26, 2004

- 08/16/02 - Office consultation with client, Taking of photographs, Correspondence to Lou Russell at Erie Insurance Group, Correspondence to Service Unlimited, Receipt and review of medical records from DRMC;
- 08/19/02 - Correspondence to Dr. George Fatula;
- 08/20/02 - Correspondence to Dr. Paula A. Lundgren, Correspondence from Service Unlimited;
- 08/26/02 - Correspondence to Jim Scalice at Service Unlimited;
- 08/28/02 - Receipt of medical records from Dr. Paula A. Lundgren, Correspondence to Lou Russell at Erie Insurance Group;
- 09/04/02 - Correspondence from Lou Russell at Erie Insurance Group;
- 09/09/02 - Correspondence to Lou Russell at Erie Insurance Group, Correspondence to Jim Scalice at Service Unlimited, Office consultation with client;
- 10/14/02 - Correspondence from Jim Scalice at Bristol West/Service Unlimited;
- 10/18/02 - Receipt of additional medical records from DRMC, Correspondence to Jim Scalice at Bristol West/Service Unlimited;
- 10/29/02 - Correspondence to client;
- 11/04/02 - Correspondence to Jim Scalice at Bristol West/Service Unlimited;
- 11/05/02 - Correspondence to Dr. Laun Halstrom;
- 11/07/02 - Correspondence to P&G Physical Therapy;
- 11/18/02 - Telephone call received from Jim Scalice at Bristol West/Service Unlimited, Correspondence to client;
- 12/02/03 - Receipt of physical therapy records, Correspondence to Jim Scalice at Bristol West/Service Unlimited, Correspondence to P&G Physical Therapy;
- 12/06/02 - Receipt of physical therapy records, Correspondence to Jim Scalice;

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Cynthia Gibson
January 26, 2004

- 12/09/02 - Correspondence to Dr. Laun Halstrom,
Correspondence from Lou Russell at
Erie Insurance Group;
- 12/10/02 - Review of medical records, Evaluation
of file, Correspondence to Lou Russell
at Erie Insurance Group;
- 12/26/02 - Correspondence to Jim Scalice at Bristol
West/Service Unlimited;
- 01/28/03 - Receipt of additional medical records from
DRMC, Correspondence to Jim Scalice at
Bristol West/Service Unlimited, Corres-
pondence to Lou Russell at Erie Insurance
Group, Review of office notes from Dr.
Laun Halstrom;
- 01/29/03 - Office consultation with client, Corres-
pondence to Jim Scalice at Bristol West/
Service Unlimited, Correspondence to
Lou Russell at Erie Insurance Group;
- 02/10/03 - Correspondence to Jim Scalice at Bristol
West/Service Unlimited, Preparation of
Complaint, Review of Complaint, Corres-
pondence to client, Correspondence from
Jim Scalice at Bristol West/Service Unlimited,
Correspondence to Lou Russell at Erie
Insurance Group;
- 02/11/03 - Correspondence to Juanita Painter (witness),
Correspondence to client;
- 02/19/03 - Correspondence to client, Correspondence
from Lou Russell at Erie Insurance Group,
Correspondence from Allstate Insurance in
re: Juanita Painter;
- 02/21/03 - Correspondence to Lou Russell at Erie
Insurance Group;
- 03/03/03 - Correspondence to Sheils Crawford at Allstate
Insurance, Correspondence to Rick Rosenthal,
Esquire;

Page 4
Cynthia Gibson
January 26, 2004

- 03/04/03 - Correspondence to Lou Russell at Erie Insurance Group, Research into applicability of Allstate Insurance policy;
- 03/06/03 - Correspondence to Lou Russell at Erie Insurance Group;
- 03/11/03 - Correspondence to client, Preparation of Petition for Approval in re: third-party claim, Correspondence from Allstate Insurance;
- 03/12/03 - Correspondence to Lou Russell at Erie Insurance Group, Correspondence to client;
- 03/17/03 - Correspondence to Lou Russell at Erie Insurance Group, Office consultation with client;
- 03/19/03 - Correspondence to client, Receipt of Order scheduling hearing on Petition for Approval;
- 03/24/03 - Office consultation with client, Taking of up-to-date photographs, Correspondence to Lou Russell at Erie Insurance Group, Receipt of release;
- 03/26/03 - Attendance at hearing on Petition for Approval, Signing of release, Correspondence to Jim Scalice at Bristol West/Service Unlimited;
- 03/27/03 - Correspondence from Matthew B. Taladay, Esquire, attorney for Erie Insurance, Preparation of Praecipe to Settle and Discontinue, Receipt of Certificate of Discontinuance;
- 04/01/03 - Telephone call to Jim Scalice at Bristol West/Service Unlimited, Correspondence to Jim Scalice at Bristol West/Service Unlimited;
- 04/03/03 - Correspondence to client, Telephone call to Matthew B. Taladay, Esquire, in re: setting up statement;
- 04/04/03 - Correspondence to client, Correspondence to Jim Scalice at Bristol West/Service Unlimited;

Page 5
Cynthia Gibson
January 26, 2004

04/07/03 - Correspondence to Rick Rosenthal, Esquire;
04/14/03 - Correspondence to client, Correspondence
to Jim Scalice at Bristol West/Service
Unlimited, Correspondence to Matthew B.
Taladay, Esquire;
04/15/03 - Receipt of copy of letter from Matthew B.
Taladay, Esquire to James Horne, Esquire
in re: plaintiff's arbitrator, Telephone
call to Samuel Cohen, Esquire;
04/23/03 - Preparation of client for deposition and
taking of deposition;
04/24/03 - Correspondence to Matthew B. Taladay,
Esquire;
05/05/03 - Correspondence to Matthew B. Taladay,
Esquire, Preparation of client for
purposes of taking of statement;
05/30/03 - Correspondence to Matthew B. Taladay,
Esquire, Correspondence from Laurance
Seaman, Esquire, neutral arbitrator;
06/02/03 - Correspondence to Matthew B. Taladay,
Esquire;
06/10/03 - Correspondence to client; Correspondence
to Matthew B. Taladay, Esquire, Receipt
of deposition transcript, Review of
transcript, Telephone call to client;
06/16/03 - Correspondence from Laurance Seaman,
Esquire, neutral arbitrator;
07/09/03 - Correspondence to Matthew B. Taladay,
Esquire, Correspondence to Laurance
Seaman, Esquire;
07/14/03 - Correspondence from Matthew B. Taladay,
Esquire;
07/15/03 - Correspondence from Laurance B. Seaman,
Esquire;
07/25/03 - Correspondence from Laurance B. Seaman,
Esquire;
07/28/03 - Correspondence from Matthew B. Taladay,
Esquire;

Page 6
Cynthia Gibson
January 26, 2004

08/01/03 - Correspondence to client;
08/05/03 - Correspondence to Matthew B. Taladay,
Esquire, Telephone consultation with client,
Correspondence to client;
08/19/03 - Taking of new photographs, Correspondence
to Matthew B. Taladay, Esquire;
08/21/03 - Correspondence to client;
08/26/03 - Correspondence to client, Scheduling of
Dr. Laun Halstrom's deposition, Preparation
for Dr. Laun Halstrom's deposition;
08/28/03 - Correspondence to Matthew B. Taladay,
Esquire;
09/05/03 - Correspondence to Matthew B. Taladay,
Esquire, Research in re: badfaith;
09/10/03 - Correspondence to Matthew B. Taladay,
Esquire;
09/25/03 - Correspondence to client;
09/29/03 - Correspondence to Laurance Seaman,
Esquire, Correspondence to client,
Correspondence to Dr. Laun Halstrom,
Correspondence to Matthew B. Taladay,
Esquire;
10/16/03 - Correspondence to client, Correspondence
from Laurance Seaman, Esquire;
10/23/03 - Correspondence to Dr. David A. Femovich;
10/24/03 - Correspondence to client, Telephone
call from Matthew B. Taladay, Esquire,
in re: continuing negotiations;
10/27/03 - Correspondence from Matthew B. Taladay,
Esquire;
11/04/03 - Correspondence to Dr. David A. Femovich,
Receipt of narrative report and review
thereof;
11/12/03 - Correspondence to client;
11/19/03 - Correspondence to Dr. David A. Femovich;
12/10/03 - Correspondence to client;
12/16/03 - Correspondence to Matthew B. Taladay,
Esquire, Correspondence to Laurance
Seaman, Esquire, Telephone call to
Samuel Cohen, Esquire;

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- 12/18/03 - Correspondence from Laurance Seaman,
Esquire;
- 12/19/03 - Correspondence from Matthew B. Taladay,
Esquire;
- 12/22/03 - Correspondence to Laurance Seaman,
Esquire;
- 12/23/03 - Telephone call to client, Correspondence
to client;
- 01/07/04 - Correspondence to Matthew B. Taladay,
Esquire, Preparation of Petition to
Compromise Settlement, Correspondence
to client;
- 01/26/04 - Preparation for hearing on Petition for
Approval, Attendance at hearing, Preparation
of detailed billing.

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