

04-81-CD
SHERRI J. LAMONT, et al. vs. HOWARD WILSON, ETAL.

Sherri Lamont, et al vs. Howard Wilson, et al
2004-81-CD

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

SHERRI J. LAMONT,
Administratrix of the
ESTATE OF ALEXANDRA J.
LAMONT, a/k/a LEXI
LAMONT,

Plaintiff

-vs-

HOWARD WILSON, indiv-
idually, and HOWARD
WILSON as agent for
CAMPOS EXPRESS, and
CAMPOS EXPRESS,

Defendants*

No. 04-81-CD

Type of Action:
Wrongful Death/
Survival

Type of Pleading:
Petition for Approval
of Settlement of
Wrongful Death and
Survival Actions and
for Order of
Distribution on
Behalf of Plaintiff

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

FILED

JAN 20 2004

William A. Shaw
Prothonotary/Clerk of Courts

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

109 NORTH BRADY STREET
DUBOIS, PA 15801

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

SHERRI J. LAMONT,
Administratrix of the
ESTATE OF ALEXANDRA J.
LAMONT, a/k/a LEXI
LAMONT,

Plaintiff

-vs-

No.

HOWARD WILSON, indiv-
idually, and HOWARD
WILSON as agent for
CAMPOS EXPRESS, and
CAMPOS EXPRESS,
Defendants*

PETITION FOR APPROVAL OF SETTLEMENT OF
WRONGFUL DEATH AND SURVIVAL ACTIONS AND
FOR ORDER OF DISTRIBUTION ON BEHALF OF PLAINTIFF

AND NOW, comes the Plaintiff, by and through her attorney, Richard H. Milgrub, Esquire, and petitions the Court for an order approving settlement of wrongful death and survival actions against the Defendant and for an Order of Distribution, and in support thereof avers:

1. On September 17, 2003, Sherri J. Lamont was appointed Administratrix of the Estate of Alexandra J. Lamont, Lexi Lamont, by the Register of Wills of Clearfield County, Pennsylvania. Attached hereto and marked Exhibit "A" is a copy of the Certificate of Grant of Letters.

2. Ms. Lamont was a resident of Clearfield County, Pennsylvania, at the time of her death and is survived by her parents, Sherri J. Lamont and John Lamont.

3. The causes of action arose on June 30, 2003 when a

a truck being operated by Howard Wilson acting as agent on behalf of Campos Express, crashed into the rear end of a vehicle operated by Sherri J. Lamont in which the decedent was a passenger.

4. Following discovery conducted by the parties, and after lengthy negotiations, the Defendant has offered Five hundred fifty thousand dollars (\$550,000.00) to settle all claims.

5. Petitioner is of the opinion that the proposed settlement is reasonable due to the fact that future damages are speculative.

6. Counsel has incurred various expenses which are set forth below:

(a) Clearfield County Prothonotary	\$ 85.00
(b) Medical records	\$ 105.00
(c) Economist's report	\$2000.00
(d) Miscellaneous Expenses	\$ 250.00

TOTAL EXPENSES: \$2440.00

7. Pursuant to the contingency fee agreement, counsel requests fees in the amount of One hundred eighty-three thousand three hundred thirty-three dollars (\$183,333.00) which is one-third (1/3) of the proceeds of the settlement. Counsel also requests reimbursement for costs advanced in the amount of Two thousand four hundred forty dollars (\$2,440.00). Attached hereto and marked Exhibit "B" is a copy of said Contingency Fee Agreement.

8. Petitioner requests allocations of the proceeds of the settlement after deduction of costs and attorney fees as follows:

Survivorship Action	\$ 36,422.67
Wrongful Death Action	\$327,804.00

9. The reason for the requested allocation is as follows:

a. the decedent died at the accident site and there was minimal evidence showing that she had suffered any conscious pain and suffering prior to her death;

b. other than attending medical technicians at the accident site, there were no other related medical expenses;

c. since death was almost instantaneous, and taking into consideration the decedent's age, there were no earnings between injury and death;

d. future earnings are speculative; and

e. the beneficiaries, mother and father, suffered a pecuniary loss because of the possibility that the decedent could have contributed to their care and support in the coming years.

10. Pursuant to 42 Pa.Con.Stat.Ann. Section 8302, the beneficiaries of the Survival Claim and the proportion of their interests are as follows:

<u>Name</u>	<u>Date of Birth</u>	<u>Social Security Number</u>	<u>Amount</u>
Sherri J. Lamont	10/8/57	193-50-8309	\$21,853.60
John Lamont	1/5/57	187-72-4304	\$14,569.07

11. The beneficiaries are the parents of the decedent.

12. Pursuant to the Wrongful Death Statute 42 Pa.Cons.Stat.Ann. Section 8301, the beneficiaries of the wrongful death claim have agreed that their proportionate interests are to be sixty percent (60%) to Sherri J. Lamont and forty percent (40%) to John Lamont. Attached hereto and marked Exhibit "C" is a copy of a letter from Todd Berkey, Esquire, attorney for John Lamont, agreeing to the distribution.

<u>Name</u>	<u>Date of Birth</u>	<u>Social Security Number</u>	<u>Amount</u>
Sherri J. Lamont	10/8/57	193-50-8309	\$196,682.40
John Lamont	1/5/57	187-72-4304	\$131,121.60

13. The beneficiaries are the parents of the decedent.

14. The pecuniary loss suffered by the beneficiaries is as follows: Loss of earnings.

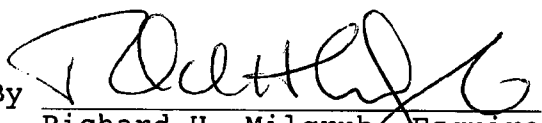
WHEREFORE, Your Petitioner requests that she be permitted to enter into settlement as stated above and that the Court enter an Order of Distribution as follows:

1. Richard H. Milgrub, Esq.
(Counsel fees of 33.3%) \$183,333.33
2. Richard H. Milgrub, Esquire
(Reimbursement for costs) 2,440.00
3. Balance of settlement apportioned as follows:

Survivorship Action	36,422.67
Wrongful Death Action	327,804.00

TOTAL SETTLEMENT: \$550,000.00

WHEREFORE, Your Petitioner respectfully requests that the Petition be granted.

By 
Richard H. Milgrub, Esquire
Attorney for Plaintiff

CLEARFIELD COUNTY

**Register of Wills
Certificate of Grant of Letters**

No. 2003-485

ESTATE OF **Alexandra J. Lamont a/k/a Lexi Lamont**
Late of Osceola Mills
Clearfield County, PA
DECEASED
Social Security No. **165-74-3113**



WHEREAS, Alexandra J. Lamont a/k/a Lexi Lamont, late of Osceola Mills, Clearfield County, PA

died on the 30th day of June, 2003;

and

WHEREAS, the grant of letters is required for the administration of the estate.

THEREFORE, I, Karen L. Starck, Register of Wills in and for the County of Clearfield, in the Commonwealth of Pennsylvania, have this day granted Letters of Administration to Sherri J. Lamont who has duly qualified as administrator Administratrix of the estate of the above named decedent and has agreed to administer the estate according to law, all of which fully appears of the record in my Office at Clearfield, Pennsylvania.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of my Office the 17th day of September, 2003.

Register of Wills

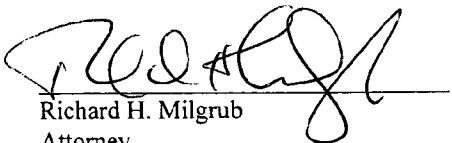
**My Commission Expires
First Monday in January, 2004**


CONTINGENT FEE AGREEMENT

This Agreement serves to confirm the general basis for legal representation that SERRA LAMONT (Client) and Richard H. Milgrub Esquire (Attorney) MUTUALLY AGREE:

1. In consideration of the professional services rendered, investigation, and general representation of Client's interest, Client agrees that Attorney shall be compensated as follows:
 - a. Attorney shall receive 33 1/3% percent of the total amount of recovery if Client's case is settled prior to filing a Complaint.
 - b. Attorney shall receive 40% percent of the total amount of recovery if recovery is made after filing a Complaint.
 - c. Attorney shall recover all costs and expenses incurred in prosecuting Client's cause of action.
 - d. Costs and expenses shall be deducted from Client's recovery after Attorney has been paid from the total amount of recovery.
2. Client authorizes Attorney to advance costs and expenses in such amounts as Attorney deems appropriate for Client's representation.
3. The scope of Attorney's representation for this Agreement is limited to :
RECOVER FOR DEATH OF ALEXANDRA LAMONT AND INJURY TO
SERRA LAMONT ON 6-30-03
4. This agreement shall not include any appeal that may be requested.
5. Attorney is under no obligation to represent Client for appeal purposes.
6. Client authorizes Attorney to disclose any information regarding Client that Attorney deems appropriate for Client's representation.
7. Attorney shall endeavor to keep Client informed of case developments and maintain regular Attorney Client communications.
8. Attorney shall endeavor to promptly respond to all Client questions and communications when such a response is requested.
9. Client shall cooperate with Attorney to resolve the proceedings.
10. Client shall promptly notify Attorney of any notices, papers, letters or other pleadings that Client may receive.
11. Client shall endeavor to keep Attorney informed of case developments.
12. Client shall respond to Attorney communications when such a response is requested.
13. Upon written notice, Client may discharge Attorney at any time.
14. If Client discharges Attorney, Client shall reimburse Attorney for all costs and expenses made on Client's behalf.
15. If Attorney obtains an offer of settlement and Client discharges Attorney, then Attorney shall be entitled to the contingent fee of the settlement offer.
16. Upon written notice, Attorney may withdraw from representing Client.
17. If Attorney withdraws from representing Client, Attorney shall not be entitled to recover any costs or expenses made on Client's behalf.
18. Client authorizes Attorney to obtain continuances of any court proceeding without prior notice to Client, as Attorney deems necessary.
19. If a meeting or court appearance is required and Attorney is unable to appear, Client authorizes Attorney to secure alternate counsel to appear on Client's behalf, at Attorney's discretion.
20. Client grants Attorney a Limited Power of Attorney to endorse and deposit into Attorney's escrow account any drafts or checks received by Attorney and made payable to either Attorney or Client, in whole or in part, and Attorney is authorized to deduct fees, costs, and expenses from any amount recovered on Client's behalf before disbursement to Client.
21. Additional terms:

Accepted this ____ day of _____, 200__.


Richard H. Milgrub
Attorney


Client

Client



Gulf Tower, Sixteenth Floor
707 Grant Street
Pittsburgh, PA 15219-1925

Telephone: 412/394-1000
Web Site: edgarsnyder.com

Attorney Todd Berkey

Also admitted to practice in West Virginia
Also admitted to practice in Ohio

Other Offices In: Altoona
Ebensburg • Erie • Johnstown

Direct Dial Number : 412/394-4460

E-mail: tberkeyl@edgarsnyder.com

Dept Fax Number 412/391-2180

September 2, 2003

Richard H. Milgrub, Esquire
211 North Second Street
Clearfield, PA 16830

Re: Our client: Alexandra J. Lamont
Our File #: 353403
Date of Accident: June 30, 2003

Dear Mr. Milgrub:

I am in receipt of your letter dated August 28, 2003. Just so we are clear, the 60/40 split will apply to any and all net proceeds gained from any and all personal injury settlement(s)/verdict(s) obtained on behalf of the estate of Alexandra Lamont. Obviously, "net proceeds" means proceeds after attorneys' fees, costs and expenses are deducted from the gross amount of any monies obtained. Therefore, out of the net proceeds which remain, sixty percent (60%) of any and all net proceeds will be distributed to your client, Sherrie Lamont, and forty percent (40%) of any and all net proceeds will be distributed to our client, John Lamont. This pertains to any and all net proceeds obtained under any wrongful death actions and/or survival actions.

I am assuming you and your client agree to what I have stated in this letter. I believe this is just a further clarification of what you stated in your August 28, 2003 letter. If you do not agree with anything I have stated in this letter or wish to add anything, I would request you contact me immediately. Otherwise, please note that I am in the process of obtaining a renunciation from Mr. Lamont and will forward it to you upon receipt. Kindly note that Mr. Lamont is presently out of town due to his job; however, I have spoken with him and he intends to execute the renunciation upon his return. Upon my receipt of the properly executed renunciation, it will be forwarded to your attention.

I would ask that you periodically keep me updated on the progress of Alexandra's case. Obviously, you will forward any settlement petitions to my attention for my review and approval prior to the filing and presentation to the court.

Good luck with the handling of this case.

Very truly yours,

Todd Berkey

TB/kb

Exhibit "c"

VERIFICATION

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

Date: 1 / 12 / 04

Sherri J. Lamont

CA

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
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LAMONT,

Plaintiff

-vs-

No. 04-81-CD

HOWARD WILSON, indiv-
idually, and HOWARD
WILSON as agent for
CAMPOS EXPRESS, and
CAMPOS EXPRESS,

Defendants*

ORDER

AND NOW, this 22nd day of January, 2004, upon
consideration of the Plaintiff's Petition for Approval of
Settlement, it is hereby ORDERED and DECREED that hearing in this
matter be set 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:

Judith J. Ammerman

Judge

THE LAW OFFICES OF
RICHARD H. MILGRUB
211 NORTH SECOND STREET
CLEARFIELD, PA 16830
—
109 NORTH BRADY STREET
DUBOIS, PA 15801

FILED

JAN 23 2004

William A. Shaw
Prothonotary/Clerk of Courts

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idually, and HOWARD
WILSON as agent for
CAMPOS EXPRESS, and
CAMPOS EXPRESS,
Defendants*

No.

04-81-CD

ORDER

AND NOW, this 26th day of January, 2004, upon
consideration of the Petition to Settle Wrongful Death and
Survival Action, it is hereby ORDERED and DECREED that Petitioner
is authorized to enter into a settlement with Defendants in the
gross amount of \$550,000.00.

IT IS FURTHER ORDERED and DECREED that the settlement
proceeds be distributed as follows:

1. Richard H. Milgrub, Esquire:
\$ 2,440.00 for reimbursement of costs
\$183,333.33 for counsel fees
2. The remaining balance of \$364,226.67 is apportioned
as follows:

Wrongful Death Claim	\$327,804.00
Survival Claim	\$ 36,422.67

3. The Wrongful Death Claim of \$327,804.00 shall be
split sixty percent (60%) to Sherri J. Lamont and forty percent

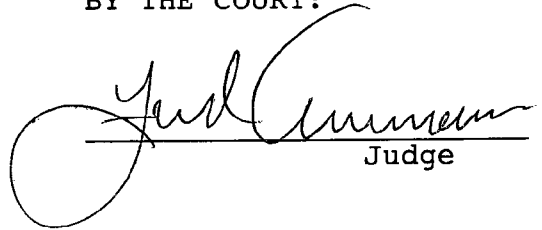
(40%) to John Lamont as follows:

Sherri J. Lamont	\$196,682.40
John Lamont	\$131,121.60

4. The Survival Claim of \$36,422.67 shall be split sixty percent (60%) to Sherri J. Lamont and forty percent (40%) to John Lamont as follows:

Sherri J. Lamont	\$ 21,853.60
John Lamont	\$ 14,569.07

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 26 2004

William A. Shaw
Prothonotary

FILED

10:59 AM 1/26/04

JAN 26 2004

WAS

William A. Shaw
Prothonotary

RICHARD H. MILGRUB
Attorney & Counselor at Law

211 NORTH SECOND STREET
CLEARFIELD, PENNSYLVANIA 16830