

**IN THE UNITED STATES DISTRICT COURT  
FOR THE WESTERN DISTRICT OF PENNSYLVANIA**

**MICHAEL B. JACOBS, individually and  
as Administrator of the Estate of  
GREGORY JACOBS, and TERESA A.  
JACOBS,**

**Plaintiffs,**

v.

**THE CENTER FOR ORGAN  
RECOVERY & EDUCATION;  
JONATHAN COLEMAN; THE  
HAMOT MEDICAL CENTER OF THE  
CITY OF ERIE, PENNSYLVANIA;  
WILLIAM R. PHELPS, M.D.; PETER  
PAHAPILL, M.D.; JEFFREY  
BEDNARSKI, M.D.,**

**Defendants**

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:  
: **JUDGE McLAUGHLIN**  
:  
:  
:  
: **CASE NO. 1:09-CV-00048**  
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:  
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:  
: **CIVIL ACTION - LAW**  
:  
: **JURY TRIAL DEMANDED**

**PETITION TO OBTAIN APPROVAL OF SETTLEMENT  
OF WRONGFUL DEATH AND SURVIVAL CLAIMS AS TO THE HAMOT MEDICAL  
CENTER OF ERIE, PETER PAHAPILL, M.D., THE CENTER FOR ORGAN  
RECOVERY AND EDUCATION, AND JONATHAN COLEMAN**

**AND NOW** comes the Plaintiff, Michael B. Jacobs, by and through his counsel, Dennis E. Boyle, Esquire, and the firm of Boyle, Autry & Murphy, and respectfully requests authorization from this Honorable Court to enter into the below described settlement pursuant to 20 Pa. C.S.A. § 3323, and in support thereof aver as follows:

1. Petitioner, Michael B. Jacobs, is the Administrator of the Estate of Gregory Jacobs, who died intestate on March 13, 2007.
2. Michael B. and Teresa A. Jacobs are the parents of Gregory Jacobs.

3. Petitioner, Michael B. Jacobs, was appointed as Administrator of the Estate of Gregory Jacobs on May 1, 2007 by the Probate Court Judge in Sandusky County, Ohio. A copy of the Certificate is attached hereto as Exhibit "A". Michael B. Jacobs is the sole Administrator of the Estate of Gregory Jacobs.
4. The decedent, Gregory Jacobs, is survived by the following:
  - Michael B. Jacobs, father  
515 Kilbourne Street  
Bellevue, OH 44811
  - Teresa A. Jacobs, mother  
515 Kilbourne Street  
Bellevue, OH 44811
  - Angela M. Jacobs, sister  
515 Kilbourne Street  
Bellevue, OH 44811
  - Nicholas B. Jacobs, brother  
515 Kilbourne Street  
Bellevue, OH 44811
5. None of the survivors of Gregory Jacobs were dependent or receiving support from the decedent, Gregory Jacobs, at the time of his death and therefore did not suffer a pecuniary loss as a result of his death.
6. The following persons are entitled to recover damages:
  - Michael B. and Teresa A. Jacobs (parents)  
515 Kilbourne Street  
Bellevue, OH 44811.
7. Michael B. and Teresa A. Jacobs, the parents of Gregory Jacobs, are the sole beneficiaries for any legal proceeds inasmuch as Gregory died intestate, had no spouse,

- and had no issue, and they are entitled to the proceeds of this settlement for his Estate.
8. Decedent, Gregory Jacobs, died on March 13, 2007 at The Hamot Medical Center of the City of Erie. Because of the extensive materials already supplied to the Court, a more complete statement of facts is omitted from this Petition.
  9. Settling Defendants are The Hamot Medical Center of the City of Erie, Peter Pahapill, M.D., The Center for Organ Recovery and Education, and Jonathan Coleman, which have agreed to settle Plaintiffs' claims against them for One Million Two Hundred Thousand Dollars (\$1,200,000), with proceeds to be distributed as set forth below. A copy of the "Release and Settlement of Claims" is attached hereto as Exhibit "B".
  10. There is a \$34,094.81 lien asserted against the settlement by Aetna Health Plans, health insurance carrier for the Jacobs family, an ERISA benefit plan. The lien is reduced by pro rata attorney's fees in the amount of \$11,257.00 and pro rata costs of \$4,201.00. The net amount to be paid to Aetna Health Plans is \$18,636.81.
  11. Plaintiff, Michael B. Jacobs, as Administrator of the Estate of Gregory Jacobs, brought this action on behalf of the survivors of the decedent under and by virtue of the Wrongful Death Act, 42 Pa. C.S.A. §8301, the Survivor's Act, 42 Pa. C.S.A §8302, and the Pennsylvania Rules of Civil Procedure.
  12. A Complaint was filed in this matter on March 4, 2009, in the U.S. District Court, Western District of Pennsylvania.
  13. Plaintiff and Plaintiff's Counsel are of the opinion that the settlement in this case is fair and reasonable, and they request that the settlement be approved.

14. Counsel for the Plaintiff requests attorney fees in the amount of \$360,000, which represents full and fair compensation for work performed on behalf of the Petitioners. A copy of the contingent fee agreement is included as Exhibit "C".<sup>1</sup>
15. Total costs incurred in the litigation of this matter are \$140,037.48 by the firm of Boyle, Autry & Murphy. The actual costs already paid are \$115,582.40, for a net balance from the settlement to be paid in the amount of \$24,449.08. A copy of the Bill of Costs is attached hereto as Exhibit "D".
16. Plaintiff's Counsel and Plaintiff's Ohio Counsel had entered into an agreement in which Plaintiff's Ohio Counsel would receive a portion of any settlement of the federal case, and Ohio Counsel will receive \$120,000.00. A copy of the fee agreement between and among Boyle, Autry & Murphy, Alicia Roshong, Esquire, and the Plaintiffs is attached hereto as Exhibit "E". Ms. Roshong also requests reimbursement of her costs in the amount of \$569.00. An itemized statement of costs is attached hereto as Exhibit "F".
17. Plaintiff hereby requests allocation of the net proceeds of the settlement, \$676,345.11 (after deduction of attorneys' fees and costs) as follows:
- |                          |                                    |
|--------------------------|------------------------------------|
| a. Wrongful death action | \$541,076.09 (80% of \$676,345.11) |
| b. Survival action       | \$135,269.02 (20% of \$676,345.11) |
18. The proposed allocation adequately represents the interest of the beneficiaries.

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<sup>1</sup> The total contingent fee would be 40% pursuant to Exhibits "C" and "E". Counsel have agreed in writing that 75% of those fees (30% of the Settlement) should be paid to the firm of Boyle, Autry & Murphy. Alicia Roshong would receive 25% of the fees (10% of the Settlement).

19. Since the Decedent was a resident and citizen of Ohio at the time of his death, the Pennsylvania Department of Revenue would not be entitled to any inheritance tax. The State of Ohio does not tax proceeds from wrongful death or survivors' actions.

20. Pursuant to the Wrongful Death Act, 42 Pa. C.S.A. §8301, the beneficiaries of the Wrongful Death claim and the portion of their interest is as follows:

Michael B. and Teresa A. Jacobs - \$541,076.09.

21. Pursuant to 42 Pa. C.S.A. §8302, the beneficiaries of the Survival Action and the portion of their interests are as follows:

Michael B. and Teresa A. Jacobs - \$135,269.02.

22. This Petition resolves all claims raised at the above-captioned number.

**WHEREFORE**, Plaintiffs, Michael and Teresa Jacobs, request this Honorable Court enter an Order of Distribution as follows:

A. Aetna Health Plans Lien	\$ 18,636.81
B. Dennis Boyle, Esquire Attorney Fees and Costs	\$384,449.08
C. Alicia Roshong, Esquire Attorney Fees and Costs	\$120,569.00
D. Wrongful Death Claim of Michael B. and Teresa A. Jacobs	\$541,076.09
E. Survival Claim of Michael B. and Teresa A. Jacobs	\$135,269.02

**BOYLE, AUTRY & MURPHY**

*/s/ Dennis E. Boyle*

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**Dennis E. Boyle, Esquire**

Supreme Court I.D. No. 49618

**Joshua M. Autry, Esquire**

Supreme Court I.D. No. 208459

4660 Trindle Road, Suite 200

Camp Hill, PA 17101

Telephone: (717) 737-2430

Facsimile: (717) 737-2452

Email: [deboyle@dennisboylelaw.com](mailto:deboyle@dennisboylelaw.com)

[jmautry@dennisboylelaw.com](mailto:jmautry@dennisboylelaw.com)

Counsel For: Plaintiffs

Dated: November 6, 2012

**VERIFICATION**

I, Michael B. Jacobs, as Administrator of the Estate of Gregory Jacobs, make the following statements subject to the penalties of 18 Pa. C.S. §4904, relating to unsworn falsifications to authority, and do hereby state that the facts set forth in the foregoing Petition to Settle Wrongful Death and Survival Action are true and correct to the best of my knowledge, information and belief.

  
Michael B. Jacobs

Dated:

10/3/12

**CERTIFICATE OF SERVICE**

I hereby certify that on the date listed below I electronically filed the foregoing with the Court using the CM/ECF system, which sent notification of such filing to the following person(s) at the following email address(es):

Richard W. Hosking, Esquire  
richard.hosking@klgates.com

Francis J. Klemensic, Esquire  
fklemensic@kmgslaw.com

Paul K. Vey, Esquire  
pkv@pietragallo.com

I hereby certify that on the date written below, a true and correct copy of the Petition to Obtain Settlement of Wrongful Death and Survival Claim was served by United States First Class Mail, postage prepaid, upon those persons listed below:

Michael B. Jacobs  
515 Kilbourne Street  
Bellevue, OH 44811

Teresa A. Jacobs  
515 Kilbourne Street  
Bellevue, OH 44811.

/s/ Linda Lightner  
Linda Lightner, Paralegal

Dated: November 6, 2012



# EXHIBIT “A”

PROBATE COURT OF Sandusky COUNTY, OHIO

**FILED**  
SANDUSKY COUNTY

ESTATE OF Gregory M. Jacobs

**MAY - 1 2007** DECEASED

Case No. 071123

Docket \_\_\_\_\_

Page \_\_\_\_\_

PROBATE COURT  
BRAD CULBERT  
JUDGE

### ENTRY APPOINTING FIDUCIARY; LETTERS OF AUTHORITY

[For Executors and all Administrators]

Name and Title of Fiduciary Michael B. Jacobs, Administrator

On hearing in open court the application of the above fiduciary for authority to administer decedent's estate, the Court finds that:

Decedent died [check one of the following] -  testate -  intestate - on March 13, 2007, domiciled in 515 Kilbourne, Bellevue, OH 44811

[Check one of the following] -  Bond is dispensed with by the Will -  Bond is dispensed with by law -  Applicant has executed and filed an appropriate bond, which is approved by the Court; and

Applicant is a suitable and competent person to execute the trust.

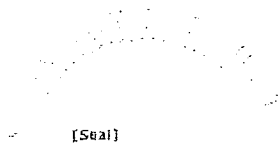
The Court therefore appoints applicant as such fiduciary, with the power conferred by law to fully administer decedent's estate. This entry of appointment constitutes the fiduciary's letters of authority.

May 1, 2007  
Date

*Brad Culbert*  
Probate Judge

### CERTIFICATE OF APPOINTMENT AND INCUMBENCY

The above document is a true copy of the original kept by me as custodian of the records of this Court. It constitutes the appointment and letters of authority of the named fiduciary, who is qualified and acting in such capacity.



[Seal]

BRADLEY J. SMITH

Probate Judge/CLERK

*Sally E. Meller*

Deputy Clerk

May 15, 2009

Date

# EXHIBIT “B”

**GENERAL RELEASE OF ALL CLAIMS**

KNOW ALL PERSONS, that Michael B. Jacobs, as Administrator of the Estate of Gregory Jacobs, and on behalf of the beneficiaries of the estate (collectively, "Plaintiffs"), in consideration of the payment of \$1.2 million made on behalf of The Center for Organ Recovery and Education ("CORE"), Jonathan Coleman, The Hamot Medical Center of the City of Erie ("Hamot") and Peter Pahapill, M.D., and for other valuable consideration, the sufficiency of which is hereby acknowledged, for himself, his heirs, his executors, his administrators, and his successors and assigns, and for the estate and the beneficiaries of the estate, does hereby release, quitclaim and forever discharge CORE, Jonathan Coleman, Hamot, and Peter Pahapill, M.D., all parent, subsidiary and affiliated entities of the aforementioned corporations, as well as all employees, agents, insurers and other persons acting on behalf of the aforementioned corporations, and all heirs, relatives, executors, administrators, and successors and assigns of the individuals and all other persons, corporations, firms, associations or partnerships (hereinafter "Released Parties"), from all manner of actions, causes of actions, debts, dues, claims and demands, both in law and equity, and in particular any and all claims arising out of that certain incident involving Michael B. Jacob's son, Gregory Jacobs, on or about March 8, 2007, and subsequent medical treatment and organ donation, for which Plaintiffs commenced the legal action pending in the United States District Court for the Western District of Pennsylvania, Case No. 1:09-CV-00048, entitled *Michael B. Jacobs, individually and as Administrator of the Estate of Gregory Jacobs, and Teresa Jacobs, v. The Center for Organ Recovery and Education; Jonathan Coleman; The Hamot Medical Center of the City of Erie, and Peter Pahapill, M.D.* (the "Litigation"), as well as any other alleged tortious actions or activities arising from this incident which may at this time, or any other time, be complained of by the Plaintiffs against the Released Parties, their agents, servants, successors or assigns.

It is the specific intent and purpose of this instrument to release and discharge any and all claims and causes of action of any kind or nature whatsoever, whether known or unknown and whether specifically mentioned or not, against which the said aforementioned Plaintiffs now have, ever have had, or ever will have in the future against the Released Parties, arising out of the incident described, including but not limited to past and present pain and suffering, wrongful death, past and future medical expenses, lost earnings, damages, punitive damages or any other direct or consequential claims of Plaintiffs. This Release is meant to discharge any and all claims or causes of action of any kind whatsoever that may have arisen or that may arise out of or be derivative of any claim that Plaintiffs may have now or in the future against the Released Parties arising out of the above-described incident.

Plaintiffs agree and warrant that they will satisfy any and all present and future liens or debts including liens or debts for medical care, disability claims, Medicare or Medicaid liens, ERISA liens and attorney's liens arising out of or relating to the incident and/or the injuries allegedly resulting therefrom. The undersigned acknowledges that all obligations to satisfy such liens or amounts claimed are that of the undersigned.

Plaintiffs agree to defend, indemnify and hold harmless the Released Parties herein, their attorneys, representatives, executors, administrators, insurers, heirs, successors and assigns, of and from any loss, claim, liability, cost or expense by anyone claiming entitlement to the settlement proceeds, including claims for medical expenses, welfare benefits, medical benefits, or other sums wherein a subrogation, interest or lien is claimed, including any amounts claimed to be due under the law, state or federal regulations, or contracts.

As a result of the resolution of this disputed claim, Plaintiffs and their attorneys agree that the facts and circumstances of the claim, the fact of this settlement, the fact that any money was paid in settlement, and/or the amount of money paid in settlement shall be kept strictly

confidential in the future and shall not be disclosed to anyone (except that the amount of the settlement can be disclosed to lien holders, medical providers with balances, and debt holders as necessary to resolve outstanding liens, balances, and/or debt), including but not limited to press or media of any form or medium unless pursuant to the agreement of the parties in writing or if required by court order or directive. If any inquiry as to the existence of or the terms and conditions of this settlement is made by anyone, including the press or media of any form, Plaintiffs and their attorneys shall decline to respond or state only that they have no comment. Plaintiffs and their attorneys also agree not to solicit any such inquiries from any person, firm, corporation or entity. The provisions described in this paragraph are a material term of this Release supported by the consideration described herein.

Plaintiffs understand that this settlement is a compromise of a disputed claim and that the payments specified herein are not to be construed as an admission of liability on the part of the aforementioned corporations and/or individuals; but, on the contrary, liability is expressly denied by them. Plaintiffs and their attorneys recognize that injury may result to the Released Parties herein, its business and property in the event of a breach of this Release, that any remedy at law for any breach of this Release may be inadequate and that said Releasee may be entitled to temporary and permanent injunctive relief without the necessity of proving actual damage by reasons for any such breach. Venue for any violation of this Release shall be in the State of Pennsylvania.

Plaintiffs further agree that they will not, in any way or form, contact any Released Party or enter the property of any Released Party for any purpose.

All sums set forth herein constitute damages on account of personal physical injuries or sickness, within the meaning of Section 104(a)(2) of the Internal Revenue Code of 1986, as amended.

The undersigned represents and warrants that he has the full power and authority to execute and deliver this Release on behalf of the estate and the beneficiaries of the estate. The undersigned has read this Release, understands it fully, and is signing it voluntarily after conferring with counsel.

IN WITNESS WHEREOF, the undersigned has caused this Settlement Agreement and Release to be executed as of 10/3/12, 2012.

**WITNESSED:**

**MICHAEL B. JACOBS, as Administrator  
of the Estate of Gregory Jacobs**

By: Josh Autry

Michael B Jacobs

# EXHIBIT “C”



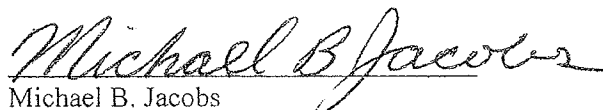
**CONTINGENCY FEE AGREEMENT**

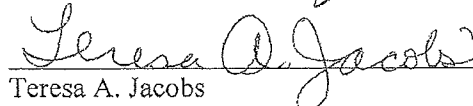
KNOW ALL MEN BY THESE PRESENTS, that the undersigned, MICHAEL B. JACOBS and TERESA A. JACOBS, do hereby irrevocably name and appoint and retain the firm of BOYLE, NEBLETT & WENGER, to be their true and lawful attorneys to represent them, and take any and all such steps as they may deem necessary and proper in the handling, prosecution, trial or settlement of any claim of the undersigned against any person, corporation or other entity in connection with damages and injuries sustained by Gregory Jacobs, as a result of an accident and medical malpractice, and including all matters related thereto, with full power and authority to appear on behalf of the undersigned in any Court of record, administrative proceeding or any other proceeding whatsoever, to do and perform all and every act and thing whatsoever that may be requisite and necessary to be done as full to all intents and purposes as the undersigned might or could do if personally present; hereby ratifying and confirming all that said attorneys shall lawfully do or cause to be done by virtue of these presents, provided, that my attorneys shall not have the authority to settle said claim without our prior approval, whether oral or in writing.

AND IN CONSIDERATION of the services performed and to be performed, it is understood by the undersigned that said attorneys shall receive a sum equal to forty percent (40%) of any amount recovered prior to, during or after trial where no appeal is taken from final judgment, and a sum equal to fifty percent (50%) of any amount recovered following an appeal from any final order or judgment by any party. It is further understood and agreed to by me, the undersigned individual named above, that all expenses and costs of litigation shall be paid by me, and that I shall pay, upon

demand, all expenses and cost paid or incurred by said attorneys in connection with the preparation and handling of said claims.

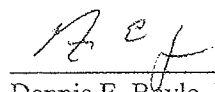
IN WITNESS WHEREOF, and intending to be legally bound, this Agreement has been duly signed and sealed this 4 day of July, 2008.

  
Michael B. Jacobs

  
Teresa A. Jacobs

WE HEREBY AGREE to act as attorneys in the above matter upon the terms and conditions hereinabove set forth.

BOYLE, NEBLETT & WENGER

  
Dennis E. Boyle, Esquire

**EXHIBIT “D”**

9/11/2012  
9:53 AM

Boyle, Neblett & Wenger  
Expense Billing

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Jacobs, Gregory: Teresa Jacobs (continued)

Calculation of Fees and Costs

	Amount	Total		
Fees Bill Arrangement: Slips By billing value on each slip.				
Total of billable time slips	\$0.00			
Total of Fees (Time Charges)		\$0.00		
Costs Bill Arrangement: Slips By billing value on each slip.				
Total of billable expense slips	\$17,906.98			
Total of Costs (Expense Charges)		\$17,906.98		
Total new charges		\$17,906.98		
Accounts Receivables				
<u>Date</u>   <u>ID</u>   <u>Type</u>   <u>Description</u>				
3/11/2009	PAY	Prior Payment - Thank You. Check No. 7889	(\$1,335.34)	
2051				
5/24/2010	PAY	Payment - Thank You. Check No. 8072	(\$10,000.00)	
4230				
Total Accounts Receivable				(\$11,335.34)
New Balance				
Current	\$17,906.98			
Unapplied	(\$11,335.34)			
Total New Balance				\$6,571.64

Date	Timekeeper	Price	Quantity	Amount	Total
ID	Expense	Markup %			
3/31/2008	Penny	256.82	1.000	256.82	Billable
8468	Travel Expenses Hotel accomodations for client meeting				
6/30/2008	Kelly	0.84	1.000	0.84	Billable
10879	Postage Postage				
7/1/2008	Kelly	0.93	1.000	0.93	Billable
10867	Postage Postage				
9/24/2008	Kelly	1.68	1.000	1.68	Billable
12991	Postage Postage				

9/11/2012  
9:52 AMBoyle, Neblett & Wenger  
Expense Billing

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Jacobs, Gregory; Teresa Jacobs (continued)

Date ID	Timekeeper Expense	Price Markup %	Quantity	Amount	Total
10/6/2008	Kelly 13460 Postage Postage	0.42	1.000	0.42	Billable
10/13/2008	Penny 13561 Medical Records Erie County Coroner's Office - Certified copy of coroner's report Check No. 1781	50.00	1.000	50.00	Billable
10/23/2008	Kelly 13719 Postage Postage	0.42	1.000	0.42	Billable
10/24/2008	Penny 13663 Medical Records lod, Inc. - Payment of Medical Records for Hamot Medical Center	199.45	1.000	199.45	Billable
12/4/2008	Penny 15421 UPS Overnight UPS Overnight Charge to Dr. Hamilton	14.46	1.000	14.46	Billable
2/3/2009	Penny 17195 Expert Fees Allan J. Hamilton, M.D. - Expert witness fee Check No. 1932	800.00	1.000	800.00	Billable
2/3/2009	Kelly 17198 Postage Postage	0.42	1.000	0.42	Billable
2/4/2009	Kelly 17840 Photocopies (Color) Color photocopies	0.34	117.000	39.78	Billable
2/4/2009	Kelly 17841 Photocopies Copying cost	0.12	1299.000	155.88	Billable
2/10/2009	Kelly 17296 Postage Postage	9.90	1.000	9.90	Billable
2/20/2009	Janet 17440 UPS Overnight UPS Charge for records to A. Roshong, Esq.	13.49	1.000	13.49	Billable

9/11/2012  
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Expense Billing

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Jacobs, Gregory: Teresa Jacobs (continued)

Date ID	Timekeeper Expense	Price Markup %	Quantity	Amount	Total
2/20/2009 18161	Penny UPS Overnight UPS Overnight Charge - Records to A. Roshong, Esq.	13.49	1.000	13.49	Billable
2/20/2009 18162	Penny FedEx Federal Express charge - Records to Dr. Zabiega	64.29	1.000	64.29	Billable
3/13/2009 18372	Kelly Postage Postage	3.78	1.000	3.78	Billable
3/20/2009 18416	Penny Expert Fees Allan J. Hamilton, M.D. - Expert Fee for Review of Records Check No. 2012	888.00	1.000	888.00	Billable
3/20/2009 18974	Penny Service Fee APS International, Inc. - Service Fee for service of Complaint on Dr. Pahapill Check No. 2022	95.00	1.000	95.00	Billable
3/23/2009 20733	Penny UPS Overnight UPS Overnight Charge	23.32	1.000	23.32	Billable
4/1/2009 18907	Kelly Photocopies Copying cost	0.12	666.000	79.92	Billable
4/2/2009 18972	Penny Invest. Srv Archangel Investigations, LLC - Fee for service of Complaint	683.10	1.000	683.10	Billable
5/8/2009 20026	Kelly Photocopies Copying cost	0.12	122.000	14.64	Billable
6/19/2009 21752	Penny Filing Fee Erie County Register of Wills - Filing fee for foreign fiduciary Check No. 2194	20.00	1.000	20.00	Billable
6/19/2009 21754	Penny UPS Overnight UPS Overnight Charge	20.25	1.000	20.25	Billable

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Expense Billing

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Jacobs, Gregory: Teresa Jacobs (continued)

Date ID	Timekeeper Expense	Price Markup %	Quantity	Amount	Total
7/11/2009	Kelly 22379 Photocopies Copying cost	0.12	26.000	3.12	Billable
7/23/2009	Randy 24500 Lodging Randall L Wenger - Reimbursement for hotel charge	63.25	1.000	63.25	Billable
8/31/2009	Randy 25985 Mileage Mileage Reimbursement to/from argument on Motion to Dismiss	0.55	660.000	363.00	Billable
9/21/2009	Penny 25369 Photocopies Copying cost	0.12	41.000	4.92	Billable
9/24/2009	Randy 25986 Mileage Mileage Reimbursement to/from meeting with clients & Dr. Bryne	0.55	512.000	281.60	Billable
9/28/2009	Janet 25667 Postage Postage	0.44	2.000	0.88	Billable
9/30/2009	Janet 25712 Photocopies Copying cost	0.12	2.000	0.24	Billable
9/30/2009	Janet 25713 Photocopies Copying cost	0.34	2.000	0.68	Billable
10/30/2009	Janet 26686 Photocopies Copying cost	0.12	2.000	0.24	Billable
11/5/2009	Janet 27045 Postage Postage	0.44	4.000	1.76	Billable
11/9/2009	Janet 27274 Postage Postage	0.88	1.000	0.88	Billable
11/25/2009	Janet 27925 Postage Postage	0.44	2.000	0.88	Billable

9/11/2012  
9:52 AMBoyle, Neblett & Wenger  
Expense Billing

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Jacobs, Gregory: Teresa Jacobs (continued)

Date ID	Timekeeper Expense	Price Markup %	Quantity	Amount	Total
11/30/2009	Janet 28068 Photocopies Copying cost	0.12	56.000	6.72	Billable
12/3/2009	Janet 28165 Pacer Pacer charge(s)	10.50	1.000	10.50	Billable
12/7/2009	Janet 28224 Postage Postage	0.44	1.000	0.44	Billable
12/28/2009	Janet 28596 Postage Postage	5.37	1.000	5.37	Billable
12/31/2009	Janet 28646 Photocopies Copying cost	0.12	326.000	39.12	Billable
12/31/2009	Janet 28647 Photocopies Copying cost	0.12	326.000	39.12	Billable
1/14/2010	Janet 29458 Postage Postage	0.44	2.000	0.88	Billable
1/25/2010	Janet 29930 Postage Postage	0.44	1.000	0.44	Billable
1/26/2010	Dennis 30111 Mileage Mileage Reimbursement to Pittsburgh	0.50	210.000	105.00	Billable
1/26/2010	Penny 30948 Meal Expense Meal expense before ENE in Pittsburgh	33.49	1.000	33.49	Billable
1/27/2010	Dennis 30113 Mileage Mileage Reimbursement from Pittsburgh	0.50	210.000	105.00	Billable
1/27/2010	Penny 30949 Parking Parking Fee in Pittsburgh	24.00	1.000	24.00	Billable



9/11/2012  
9:52 AMBoyle, Neblett & Wenger  
Expense Billing

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Jacobs, Gregory: Teresa Jacobs (continued)

Date ID	Timekeeper Expense	Price Markup %	Quantity	Amount	Total
1/28/2010	Penny 30950 Lodging Hotel expense for Pittsburgh	122.43	1.000	122.43	Billable
1/31/2010	Janet 30005 Photocopies Copying cost	0.12	32.000	3.84	Billable
2/12/2010	Janet 30673 Postage Postage	0.44	2.000	0.88	Billable
2/16/2010	Janet 30826 Postage Postage	2.41	1.000	2.41	Billable
2/18/2010	Janet 30840 Postage Postage	0.61	1.000	0.61	Billable
2/22/2010	Penny 30951 Expert Fees Goehring, Rutter & Boehm - Fee for ENE evaluator	464.80	1.000	464.80	Billable
2/23/2010	Janet 31151 Postage Postage	1.39	1.000	1.39	Billable
2/26/2010	Janet 31280 Photocopies Copying cost	0.12	105.000	12.60	Billable
3/3/2010	Janet 31436 Postage Postage	0.44	1.000	0.44	Billable
3/5/2010	Janet 31663 Postage Postage	0.44	1.000	0.44	Billable
3/18/2010	Janet 31992 Postage Postage	14.50	1.000	14.50	Billable
3/18/2010	Janet 32187 Postage Postage	13.95	3.000	41.85	Billable

9/11/2012  
9:52 AMBoyle, Neblett & Wenger  
Expense Billing

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Jacobs, Gregory: Teresa Jacobs (continued)

Date ID	Timekeeper Expense	Price Markup %	Quantity	Amount	Total
3/29/2010	Janet 32301 Postage Postage	1.90	4.000	7.60	Billable
3/30/2010	Penny 32963 Expert Fees ACT of Communication - Expert Fees	3051.27	1.000	3,051.27	Billable
3/31/2010	PFI 32469 Photocopies Copying cost	0.12	5320.000	638.40	Billable
4/1/2010	Janet 32666 Postage Postage	4.99	1.000	4.99	Billable
4/7/2010	Janet 32745 Postage Postage	0.44	1.000	0.44	Billable
4/9/2010	Janet 32928 Postage Postage	2.58	4.000	10.32	Billable
4/12/2010	Janet 33214 Fax Fax	0.20	13.000	2.60	Billable
4/16/2010	Janet 33217 Fax Fax	0.20	2.000	0.40	Billable
4/23/2010	Janet 33716 Postage Postage	0.78	4.000	3.12	Billable
4/30/2010	Josh A. 33630 Photocopies Copying cost	0.12	1251.000	150.12	Billable
4/30/2010	Janet 33656 Photocopies (Color) Color photocopies	0.34	6.000	2.04	Billable
5/14/2010	Dennis 34139 Mileage Mileage Reimbursement to/from	0.50	650.000	325.00	Billable

9/11/2012  
9:52 AMBoyle, Neblett & Wenger  
Expense Billing

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Jacobs, Gregory: Teresa Jacobs (continued)

Date ID	Timekeeper Expense	Price Markup %	Quantity	Amount	Total
5/14/2010	Dennis 34140 Meal Expense Meals	202.77	1.000	202.77	Billable
5/14/2010	Dennis 34141 Depo. Cost Deposition Costs for Lodging and Conference Rooms	639.82	1.000	639.82	Billable
5/18/2010	Janet 34138 Depo. Cost Deposition Costs for Archangel Investigations LLL	2011.86	1.000	2,011.86	Billable
5/20/2010	Penny 34147 Transcript Ferguson & Holdnack Reporting, Inc. - Transcript Cost Check No. 2793	365.00	1.000	365.00	Billable
5/21/2010	Sara 35754 Lodging Hotel Accomodations	160.94	1.000	160.94	Billable
5/24/2010	Janet 34128 Transcript Transcript Cost	125.35	1.000	125.35	Billable
5/24/2010	Penny 35755 Lodging Hotel Accommodations	154.29	1.000	154.29	Billable
5/25/2010	Janet 34142 Travel Expenses Meals and Travel Josh and Charles	438.34	1.000	438.34	Billable
5/27/2010	Jay 35757 Lodging Hotel Accomodations	164.78	1.000	164.78	Billable
5/28/2010	Penny 35758 Lodging Hotel Accommodations	771.45	1.000	771.45	Billable
6/2/2010	Dennis 35299 Meal Expense Meal expenses	48.07	1.000	48.07	Billable
6/2/2010	Dennis 35300 Lodging Hilton Garden Inn	43.99	1.000	43.99	Billable

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9:53 AMBoyle, Neblett & Wenger  
Expense Billing

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Jacobs, Gregory: Teresa Jacobs (continued)

Date ID	Timekeeper Expense	Price Markup %	Quantity	Amount	Total
6/2/2010 35759	Penny Lodging Hotel Accommodations	132.09	2.000	264.18	Billable
6/8/2010 34842	Janet Postage Postage	0.44	1.000	0.44	Billable
6/11/2010 34852	Penny Transcript Sophia M. Smith & Associates - Transcript Costs Check No. 2843	1922.50	1.000	1,922.50	Billable
6/21/2010 34961	Penny Transcript Sophia M. Smith & Associates - Transcript Costs Check No. 2874	537.10	1.000	537.10	Billable
6/24/2010 36496	Penny Lodging Holiday Inn Express - Hotel for Depositions	173.31	1.000	173.31	Billable
7/6/2010 35712	Penny Invest. Srvc Archangel Investigations, LLC - Investigation Services Check No. 2919	338.00	1.000	338.00	Billable
7/8/2010 36497	Penny Meal Expense Meals while at depositions	25.47	1.000	25.47	Billable
7/13/2010 36498	Penny Meal Expense Meals while at depositions	12.90	1.000	12.90	Billable
7/30/2010 36124	Janet Photocopies Copying cost	0.12	851.000	102.12	Billable
TOTAL	Billable Costs				\$17,906.98

*Boyle, Autry & Murphy*  
 4660 Trindle Road, Suite 200  
 Camp Hill, PA 17011  
 Telephone: (717) 737-2430

Estate of Gregory Jacobs  
 Teresa and Michael Jacobs  
 515 Kilbourne Street  
 Bellevue OH 44811

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 09/11/2012  
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 Statement No: 971

vs. CORE & Hamot Medical Center

Interim Statement

Expenses

07/19/2010	Meal Expense for depositions	39.45
07/19/2010	Mileage to/from Pittsburgh for depositions	200.50
07/20/2010	Meal Expenses for depositions	131.28
07/20/2010	Hotel Accommodations for depositions	283.06
07/21/2010	Mileage to/from Pittsburgh	200.50
07/21/2010	Parking Fee/Tolls	49.70
07/21/2010	Courtyard Marriott - Hotel Accommodations for depositions	265.06
07/21/2010	Meal Expense	22.34
07/22/2010	Meal Expenses	82.55
07/23/2010	Meal Expenses for depositions	32.02
07/23/2010	Mileage to/from Erie for depositions	314.00
07/24/2010	Hotel Accommodations for depositions	210.69
07/28/2010	Mileage to/from Erie for depositions	314.00
07/28/2010	Parking Fee/Tolls	15.85
07/28/2010	Hotel Accommodations for depositions	198.44
07/28/2010	Meal Expenses	76.83
08/01/2010	Balance Transfer from TimeSlips	6,571.64
08/03/2010	PACER research charges	1.28
08/10/2010	Copy Charges	9.96
08/10/2010	Postage	0.44
08/18/2010	Postage	5.38
08/18/2010	Pacer charges	1.60
08/18/2010	Pacer charges	2.88
08/23/2010	Postage	3.12
08/26/2010	Fax Charges	0.60
08/27/2010	Postage	1.90
08/31/2010	Fax Charges	2.80
08/31/2010	Fax Charges	0.20
08/31/2010	Copy Charges	34.08
09/13/2010	three color copies of three photographs that Teresa emailed - printed them for discovery purposes - .34 times 3= \$1.02	1.02
09/23/2010	Postage	1.83
09/30/2010	Seagate Reporting Service, Inc. - Fee for Transcripts Check No. 3101	381.95
09/30/2010	Sophia M. Smith & Associates - Fee for Transcripts Check No. 3099	486.80
09/30/2010	Sophia M. Smith & Associates - Fee for Transcripts	

Estate of Gregory Jacobs

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vs. CORE &amp; Hamot Medical Center

	Check No. 3098	827.60
09/30/2010	Ferguson & Holdnack Reporting, Inc. - Fee for Transcripts	
	Check No. 3097	333.50
10/01/2010	Postage	1.32
10/11/2010	Copy Charges - COLOR	2.04
10/12/2010	Postage	9.50
10/25/2010	Postage	0.44
10/25/2010	Final Focus Productions, LLC - Copying of VHS Tape	
	Check No. 3138	42.40
10/29/2010	Copy Charges	36.84
10/29/2010	Copy Charges Colored	2.72
11/05/2010	Smith Economics Group, Ltd. - Expert Witness Fee	
	Check No. 3174	2,721.33
02/16/2011	Postage	0.88
03/08/2011	Pacer charges for March	1.04
03/30/2011	Mileage to/from Erie for depositions	380.50
03/30/2011	Meal Expenses for depositions	103.10
03/31/2011	Meal Expense	103.10
04/03/2011	Meal Expenses for depositions	8.86
04/03/2011	Mileage to/from Erie	201.00
04/03/2011	Parking Fee/Tolls	40.17
04/04/2011	Mileage to/from	250.03
04/27/2011	Sophia M. Smith & Associates - Fee for Transcripts	1,141.25
04/28/2011	Postage	2.44
04/28/2011	Fax Charges	0.20
05/06/2011	Sophia M. Smith & Associates - Fee for Deposition Transcripts	268.00
06/24/2011	Fee for Transcripts; Deposition of Dr. Peter Pahapill; ck. no. 3617	258.55
06/24/2011	Postage	0.44
06/30/2011	Copy Charges	3.72
06/30/2011	Copy Charges	5.88
09/30/2011	Mileage to/from meeting with client	215.00
09/30/2011	Parking Fee/Tolls - PA turnpike tolls for meeting with client	32.48
10/10/2011	Expert Witness Fee to Arthur Shorr & Associates; check no. 3803	5,000.00
10/10/2011	UPS Shipping Expense	54.95
10/12/2011	UPS Shipping Expense	35.00
10/28/2011	Expert Witness Fee to Dr. Baker; check no. 3839	1,000.00
10/31/2011	LDL reimbursement for federal express charge to Dr. Baker (Saturday delivery); ck. no. 3843	83.62
10/31/2011	Expert Witness Fee; retainer to Dr. Goodspeed; check no. 3847	760.00
10/31/2011	Expert Witness Fee to New England Medical Legal Consultants; check no. 3846	1,100.00
10/31/2011	UPS Shipping Expense to Dr. Ronald Goodspeed	33.80
10/31/2011	Fax Charges	0.60
11/01/2011	Expert Witness Fee to Dr. David Greer; check no. 3848	4,000.00
11/01/2011	Expert Witness Fee to New England Medical Legal Consultants for Dr. Greer; check no. 3849	1,100.00
11/01/2011	UPS Shipping Expense to Dr. David Greer	54.38
11/02/2011	UPS Shipping Expense to Dr. Thomas Zabiega	42.29
11/04/2011	Miscellaneous; Federal Express Saturday delivery of CDs to Drs. Baker, Greer, Hamilton, and Zabiega	200.67
11/07/2011	Expert Witness Fee for report of Dr. Allan Hamilton; check no. 3856	1,364.00
11/07/2011	Expert Witness Fee for report of Dr. Terrance Baker; check no. 3855	10,200.00
11/09/2011	Expert Witness Fee to Dr. David Greer; check no. 3977	3,500.00
11/09/2011	Expert Witness Fee to Dr. Zabiega; check no. 3910	1,600.00

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11/09/2011	Expert Witness Fee to Dr. Hamilton; check no. 3960	592.00
11/11/2011	Postage	11.92
11/14/2011	UPS Shipping Expense to Dr. Baker	60.38
11/15/2011	Expert Witness Fee to Dr. Hamilton; check no. 3960	1,024.00
11/15/2011	Expert Witness Fee to Arthur S. Shorr and Associates; check no. 4039	14,062.50
11/17/2011	Postage	1.68
11/17/2011	Expert Witness Fee to Dr. Hamilton; check no. 3960	240.00
11/23/2011	Federal Express Shipping Expense; Saturday Delivery; to Dr. Baker, Dr. Greer, Dr. Hamilton, and Dr. Zabiega	200.67
11/28/2011	Expert Witness Fee to Dr. Terrance Baker for deposition review	4,600.00
11/28/2011	Expert Witness Fee to Dr. Terrance Baker for written report	4,100.00
12/02/2011	Expert Witness Fee to Dr. Hamilton for review of deposition summary; check no. 3960	260.00
12/05/2011	Expert Witness Fee to Dr. Goodspeed; check no. 3981	9,405.00
12/28/2011	Postage	5.59
01/06/2012	Postage	0.44
01/12/2012	Expert Witness Fee to Dr. Hamilton for review of deposition transcripts and radiographic studies	7,420.00
01/23/2012	Expert Witness Fee to Dr. Hamilton; check no. 4032	652.00
02/06/2012	Copy Charges	17.52
02/06/2012	Color Copies	49.70
02/07/2012	Hotel Accommodations for Feb 7-8, 2012 hearing	127.54
02/08/2012	Hotel Accommodations	163.63
02/14/2012	Postage	3.62
02/15/2012	Hotel Accommodations in Erie for JMA for Oral Argument; check no. 4058	126.54
06/21/2012	Hotel Accommodations for DEB and JMA for 6/24/12.	140.76
07/03/2012	Postage	1.35
07/09/2012	Postage	2.40
07/31/2012	UPS Shipping Expense to Dr. Greer	35.67
08/01/2012	Postage	5.85
08/02/2012	Postage	1.95
08/03/2012	Parking Fee/Tolls; tolls to meet with client	30.50
08/03/2012	Mileage to/from to Pittsburgh from Camp Hill to meet with client	224.40
08/09/2012	Airline Tickets to/from Harrisburg to New Haven Ct. for Expert depositions - Travel dates 8/9/12 - 8/10/12	550.20
08/09/2012	Hotel Accommodations in New Haven, CT for expert deposition. Hotel Stay 8/9 - 8/10/12.	205.85
08/09/2012	Car Rental Fee for Budget Rental in New Haven, CT for 8/09/12 - 8/10/12 for expert deposition.	215.66
08/09/2012	Meal Expense - Misc meals - Dr Greer Depositions in Hartford 8/9 - 8/10	88.08
08/10/2012	Meal Expense - Hilton Hotel - Depositions of Dr. Greer	56.13
08/10/2012	Airline Tickets to Hartford Ct from Harrisburg - Change Fees - Depositions of Dr. Greer	150.00
08/13/2012	Airline Tickets to/from Harrisburg, PA to Hartford/Springfield, CT for expert deposition. Travel Date: 08/13/12 - 08/17/12.	610.20
08/13/2012	Hotel Accommodations at the Hilton Garden Inn Hartford South/Glastonbury, CT from 08/13/12 - 08/17/12 for expert deposition.	782.00
08/16/2012	Airline Tickets - Baggage Fee	25.00
08/17/2012	Car Rental Fee for Enterprise at Windsor Locks, CT for expert deposition from 08/13/12 - 08/17/12.	381.46
08/17/2012	Meal Expense - Misc meals - Ma & Ct - Depositions of Mr Schorr & Dr Goodspeed	183.07
08/18/2012	Postage	26.25

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vs. CORE &amp; Hamot Medical Center

08/20/2012	Postage	0.45
08/21/2012	Airline Tickets to/from Harrisburg, PA to Chicago, IL for expert deposition. Travel Date: 08/21/12 - 08/23/12.	789.60
08/21/2012	UPS Shipping Expense to Matthew Psillas, Process Server	34.27
08/21/2012	Postage	0.90
08/21/2012	Car Rental Fee - Chicago - Depositions of Dr. Zabiega & Mr. Smith - 8/21 - 8/22	252.81
08/22/2012	Hotel Accommodations at Hilton Garden Inn Chicago O'Hare Airport, Des Plaines, IL for expert deposition. Travel Date: 08/21/12 - 08/22/12.	190.58
08/22/2012	Airline Tickets to/from Chicago - Baggage Fee	25.00
08/22/2012	Meal Expense - Misc meals - Chicago - Depositions of Mr Smith & Dr Zabiega - 8/21 - 8/22	141.79
08/27/2012	Mileage to/from Mechanicsburg to Erie for oral argument	355.30
08/27/2012	Meal Expense for DEB and DMJ - oral argument in Erie	92.17
08/28/2012	Meal Expense in Erie for DEB and PAR	71.50
08/30/2012	Fee for Transcripts of Dr. Goodspeed;	1,815.17
08/30/2012	Fee for Transcripts of 8/24/12 proceedings;	200.07
08/31/2012	Expert Witness Fee to Arthur Shorr;	11,211.50
08/31/2012	Expert Witness Fee to Dr. Goodspeed;	7,275.00
08/31/2012	Expert Witness Fee to Dr. Greer	325.00
08/31/2012	Expert Witness Fee to Dr. Zabiega for addendum to report	2,800.00
08/31/2012	Hotel Accommodations for trial for DEB;	264.19
08/31/2012	Hotel Accommodations for trial for DMJ	87.69
08/31/2012	Hotel Accommodations for trial for JMA	132.09
08/31/2012	Hotel Accommodations for trial for PAR	132.09
08/31/2012	Hotel Accommodations for trial for Arthur Shorr	132.09
08/31/2012	Mileage to/from Mechanicsburg to Erie for DEB	355.30
08/31/2012	Mileage to/from Mechanicsburg to Erie for PAR	355.30
08/31/2012	Mileage to/from Mechanicsburg to Erie for DMJ	355.30
09/04/2012	Miscellaneous Expense; court reporter costs for case not going to trial	200.07
09/04/2012	Expert Witness Fee to Dr. Greer; roundtrip non-refundable flight;	355.20
09/04/2012	Expert Witness Fees for Stan Smith, Ph.D;	1,053.00
09/05/2012	Miscellaneous Expense; Court's Assessment for Juror Expenses for Canceled Trial; Representing 1/3 of Total Expense	1,514.80
09/05/2012	Copy Charges	1,282.68
09/06/2012	Fee for Transcripts to Veritext for Stan Smith;	807.58
09/06/2012	Fee for Transcripts to Veritext for Dr. Zabiega deposition;	1,467.50
09/10/2012	Fee for Transcripts to Veritext for Mr. Shorr;	717.25
	Total Expenses	128,702.14
	Total Current Work	128,702.14

Payments

Total Payments for 01/25/2011	-15,000.00
Total Payments for 12/09/2011	-10,570.11
Total Payments for 12/21/2011	-12,500.00
Total Payments for 01/09/2012	-7,500.00
Total Payments for 01/30/2012	-7,902.95
Total Payments for 02/07/2012	-18,000.00
Total Payments for 09/04/2012	-13,920.18
Total Payments for 06/26/2012	-18,859.82



Estate of Gregory Jacobs

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09/11/2012Account No: 10373-0C  
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vs. CORE &amp; Hamot Medical Center

Total Payments	-104,253.06
Balance Due	<u>\$24,449.08</u>

Client Funds

06/25/2012	Deposit to Escrow	25,000.00
06/26/2012	Payment to Firm	-18,859.82
08/13/2012	Dr. David M. Greer; Expert Witness Fee Check No. 1437	-5,825.00
08/13/2012	Deposit to Escrow	15,000.00
08/20/2012	Expert Witness Fee; Expenses of Dr. Zabiega for travel to trial; check no. 1441	-1,200.00
08/21/2012	Witness Fee to Dr. Dalton; check no. 1443	-40.00
08/21/2012	Witness Fee to Lyell P. Cook for trial	-40.00
08/21/2012	Witness Fee to Dennis Suscheck for trial	-40.00
08/21/2012	Service Fee to Matthew Psillas, Process Server	-75.00
09/04/2012	Payment to Firm	-13,920.18
	Ending Client Funds Balance	<u>\$0.00</u>
	Please Remit	<u>\$24,449.08</u>

# EXHIBIT “E”



BOYLE, NEBLETT & WENGER  
attorneys at law

JUL 21 2008

4660 Trindle Road, Suite 200 \* Camp Hill, PA 17011  
T 717.737.2430 \* F 717.737.2452  
www.dennisboylelaw.com \* www.neblettlaw.com

Dennis E. Boyle, Esquire  
deboyle@dennisboylelaw.com

June 30, 2008

Alicia Wolph Roshong, Esquire  
Kentris, Roshong & Coleman, L.L.C.  
2738 North Main Street, Suite A  
Findlay, OH 45840

**Re: Gregory Jacobs**

Dear Ms. Roshong:

This letter will confirm that we have agreed to the joint representation of the Jacobs in the wrongful death case against HAMOT Hospital and the physicians associated with HAMOT Hospital. Pursuant to this agreement, I have obtained a Contingent Fee Agreement from the Jacobs providing for 40% contingent fee. It is specifically understood between you and the law firm of Boyle, Neblett & Wenger that this agreement will supersede any separate agreement you have with the Jacobs concerning HAMOT Hospital and medical defendants associated with that hospital. Of course, as I understand it, you have a suit pending against the school district in the State of Ohio, presumably under some state common law or statutory cause of actions. It is specifically understood that the case against the school district belongs solely to you, and the firm of Boyle, Neblett & Wenger will receive nothing from that recovery. However, we would need to review any Release in that case before it is signed to make sure that it does not impede any cause of action we would bring against HAMOT.

We have further agreed that we would share responsibilities and costs in this case equally, although I would serve as the lead counsel. We would therefore ask that you keep time records concerning your involvement in this case, and we will keep time records concerning all involvement we have in the case. We will, in the first instance, pay all the costs of the litigation and forward copies of any invoices to you. You will then reimburse us for one-half of those costs.

June 30, 2008

Page 2

Alicia Wolph Roshong, Esquire

I very much look forward to working with you in this matter. If this letter accurately contains our understanding, please execute it below my signature at the place indicated. As always, please do not hesitate to give me a call should you have any questions.

Sincerely yours,

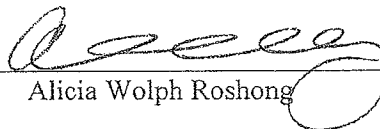


Dennis E. Boyle

DEB/mle

Accepted and agreed to this 15th day of July, 2008.  
Kentris, Roshong & Coleman, L.L.C.

By:



Alicia Wolph Roshong



BOYLE, NEBLETT & WENGER  
attorneys at law

Dennis E. Boyle, Esquire  
deboyle@dennisboylelaw.com

4660 Trindle Road, Suite 200 • Camp Hill, PA 17011  
T 717.737.2430 • F 717.737.2462  
www.dennisboylelaw.com • www.neblettlaw.com

June 30, 2008

Mr. and Mrs. Michael B. Jacobs  
515 Kilburn Street  
Bellevue, OH 44811

Dear Mr. and Mrs. Jacobs:

It was a pleasure meeting with you in March. I apologize for the delay in getting back to you; however, with my wife's cancer, I have been somewhat preoccupied in the office as of late. Nevertheless, I have put a substantial amount of time into reviewing your son's case and, as I had previously indicated, we are willing to represent you and to take this case on our standard contingent basis.

I am therefore enclosing our Contingent Fee Agreement, which I think you will find to be self-explanatory. I would ask that you review the Agreement carefully, execute the Agreement and return it to me at your earliest opportunity. I am also enclosing five Authorizations for release of medical evidence. Although you have already obtained a substantial amount of evidence, our experts feel that we need to independently obtain this information so that they are not prejudiced by any notes or other information obtained in your records. Also it will give them the opportunity to indicate that they have reviewed the complete set of records from the hospital. Again, I would need you to sign these Authorizations and return them to my office as soon as possible.

I have spoken to a couple neurosurgeons and I believe that we will be able to retain an expert in this case in the next several weeks.

Finally, at our meeting, we discussed joint representation with Alicia Wolph Roshong, Esquire. I am certainly willing to work with Alicia, as long as it is clearly understood that I would be the primary attorney involved in the case, what we commonly refer to as lead counsel. You must also understand and agree that all expenses in this case would be shared equally between Alicia and I, and, at the conclusion of the case, we would both be reimbursed for the expenses that we have expended. Furthermore, the attorney's fees in this case would be split on a 50-50 basis. Therefore, we would receive one-half of all attorney's fees recovered, and Alicia would receive one-half of all attorney's fees recovered.

If this letter adequately describes the agreement between us, please sign and return it, the Contingency Fee Agreement and the medical authorizations to me as soon as possible. I also need

UNCOMPLICATING  
THE LAW.

June 30, 2008

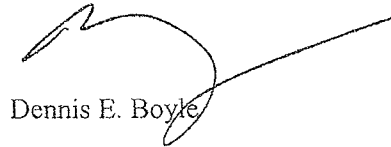
Page 2

Mr. and Mrs. Michael B. Jacobs

five certified copies of Gregory's death certificate (or short form certificate if Ohio uses those documents) I look forward to working with you on this case, and I particularly look forward to obtaining as much justice as we can for what I believe to be the killing of Gregory.

Should you have any questions, please do not hesitate to give me a call.

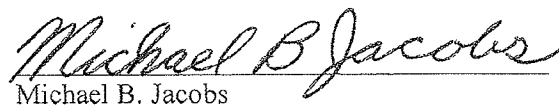
Sincerely yours,



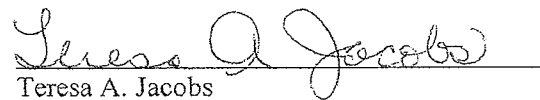
Dennis E. Boyle

DEB/mle  
Enclosures

Accepted and agreed to this 4 day of July 2008.



Michael B. Jacobs



Teresa A. Jacobs

# EXHIBIT “F”

**Alicia Wolph Roshong, Esquire**  
28 Middle Avenue  
Huron, OH 44839  
419 433-2525

Bill of Costs

September 12, 2012

Michael and Teresa Jacobs  
515 Kilbourne Street  
Bellevue, OH 44811

Wrongful Death and Survivors' Action

Expenses:

Copies and Postage	\$369.00
Costs for Toledo Deposition	\$ 80.00
Costs for Pennsylvania Initial Settlement Conference	\$120.00

Total Expenses	\$569.00
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**IN THE UNITED STATES DISTRICT COURT  
FOR THE WESTERN DISTRICT OF PENNSYLVANIA**

**MICHAEL B. JACOBS, individually and  
as Administrator of the Estate of  
GREGORY JACOBS, and TERESA A.  
JACOBS,**

**Plaintiffs,**

v.

**THE CENTER FOR ORGAN  
RECOVERY & EDUCATION;  
JONATHAN COLEMAN; THE  
HAMOT MEDICAL CENTER OF THE  
CITY OF ERIE, PENNSYLVANIA;  
WILLIAM R. PHELPS, M.D.; PETER  
PAHAPILL, M.D.; JEFFREY  
BEDNARSKI, M.D.,**

**Defendants**

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:  
: **JUDGE McLAUGHLIN**  
:  
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: **CASE NO. 1:09-CV-00048**  
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:  
: **CIVIL ACTION - LAW**  
:  
: **JURY TRIAL DEMANDED**

**ORDER OF DISTRIBUTION**

**AND NOW** this \_\_\_\_\_ day of \_\_\_\_\_, 2012, upon consideration of the Petitioner’s Petition to Obtain Approval of Settlement of Wrongful Death and Survival Claim, said Petition is hereby GRANTED and Petitioner, Michael B. Jacobs, as Administrator of the Estate of Gregory Jacobs, is authorized to enter into a settlement with The Hamot Medical Center of the City of Erie, Peter Pahapill, M.D., The Center for Organ Recovery and Education, and Jonathan Coleman in the gross amount of \$1,200,000.00.

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

Order of Distribution:

- |   |              |
|---|--------------|
| A. Aetna Health Plans Lien                          | \$ 18,636.81 |
| B. Dennis Boyle, Esquire<br>Attorney Fees and Costs | \$384,449.08 |

C. Alicia Roshong, Esquire Attorney Fees and Costs	\$120,569.00
D. Wrongful Death Claim of Michael B. and Teresa A. Jacobs	\$541,076.09
E. Survival Claim of Michael B. and Teresa A. Jacobs	\$135,269.02

IT IS FURTHER ORDERED that the Petition to Approve the Compromise and Settlement of a Wrongful Death and Survival Action, supporting documents, and this Order, will be placed under seal and that the amount of any settlement and/or identification of the parties will be disclosed only upon Application to this Court with written notice to Plaintiff and Defendant(s), and their counsel.

BY THE COURT:

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J.

Distribution Legend:  
Dennis E. Boyle, Esquire  
Francis J. Klemensic, Esquire  
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