

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

STEPHEN ROSEN, <i>et al.</i>	:	
	:	
v.	:	CIVIL ACTION No. 00-0764
	:	
CITY OF PHILADELPHIA	:	HON. PETRESE B. TUCKER
	:	

**ORDER APPROVING SETTLEMENT  
AND  
ORDER FOR DISTRIBUTION**

**AND NOW**, this            day of            , 2004, upon consideration of the Petition For Leave to Settle or Compromise Civil Action, it is hereby **ORDERED** that Petitioner is authorized to enter into a settlement with Defendant City of Philadelphia, in the amount of Twenty Five Thousand Dollars (\$ 25,000.00), as settlement of all claims by Russell Jefferson, deceased, and the Estate of Russell Jefferson, only.

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

To:	Popper & Yatvin, as compromised contingency fee . . . . .	\$ 6,250.00
To:	Popper & Yatvin, reimbursement of costs . . . . .	\$ 397.18
To:	Cambridge Management Group, LLC, as compromised lien . . . . .	\$ 7,000.00
To:	To Alice Jefferson, as Administratrix of the Estate of Russell Jefferson, as settlement of Survival Claim . . . . .	\$11,352.82

Counsel for Petitioner shall file with the Clerk of District Court within Sixty (60) days from receipt of settlement funds an Affidavit from counsel certifying compliance with this Order.

BY THE COURT:

\_\_\_\_\_  
Tucker, U.S. District Court Judge

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

STEPHEN ROSEN, <i>et al.</i>	:	
	:	
v.	:	CIVIL ACTION No. 00-0764
	:	
CITY OF PHILADELPHIA	:	HON. PETRESE B. TUCKER
	:	

**PETITION UNDER E.D.PA.LOC. R. CIV.P. 41.2  
TO APPROVE SETTLEMENT AND DISTRIBUTION  
IN CIVIL ACTION**

TO THE HONORABLE PETRESE B. TUCKER, JUDGE OF THE SAID COURT:

Alice Jefferson, by her attorneys, Alan L. Yatvin and Howard D. Popper, respectfully requests this Court approve the settlement and distribution in this action, and in support thereof, states the following:

1. E.D. Pa. Local Rule of Civil Procedure 41.2 requires court approval of compromise, settlement, distribution, counsel fees, costs and expenses in cases involving a decedent's estate.
2. This petition, which is in furtherance of accomplishing settlement, is subject to F.R.E. 408.
3. Russell Jefferson, was a citizen of the United States of America residing in the City of Philadelphia, Commonwealth of Pennsylvania, who was a life in being at the time of the commencement of the instant action. Mr. Jefferson died on December 20, 2003.
4. Alice Jefferson is a citizen of the United States of America residing in the City of Philadelphia, Commonwealth of Pennsylvania. She is the widow of decedent, Russell Jefferson, (hereinafter "plaintiff's decedent"). On March 25, 2004, she was appointed Administratrix of the Estate of Russell Jefferson by the Register of Wills of Philadelphia County, Commonwealth of

Pennsylvania, No. A1525-04. Letters of Administration attached hereto as Exhibit "A".

5. Decedent did not have a Will.

6. Decedent resided with petitioner during the pendency of the events which give rise to this litigation, the pendency of the litigation and until his death.

7. Because the suit was commenced by decedent during his lifetime, there is no Wrongful Death action (42 Pa. C.S. § 8301, *et seq.*), the proceeds of the survival action are payable according to the rules of intestate succession. 20 Pa.C.S. § 2101, *et seq.*

8. Petitioner is the only person with claim, right or interest in the estate (proceeds of the survival action), with the exception of the lien holder described below.

9. During his lifetime, plaintiff's decedent made an assignment of a portion of any proceeds due him in this litigation, in exchange for advance payment. Specifically, plaintiff's decedent received \$2,000.00, in exchange for assignment of \$12,800.00 of any proceeds he might receive as a result of this litigation. Exhibit "B", attached. This assignment appears to survive decedent's death as a lien on the proceeds of this litigation.

10. Petitioner is aware of no other unpaid claims which have been raised or are outstanding in the decedent's estate.

11. Decedent's allegations, each of which is denied by defendant, are summarized as follows:

At the time the litigation was commenced, Russell Jefferson was a 53 year-old African American male. He was a type II insulin dependant person with diabetes, diagnosed about 10 years ago. He injected insulin twice a day and self-tested his blood sugar 3 times a day. Mr. Jefferson also suffered from congestive heart failure. He was a former Philadelphia Correctional Officer who was during the pendency of the litigation on disability leave from his job as a security guard at the N.E. Regional Branch of the Free Library.

On or about December 7, 1998, at about 9:00p.m., Mr. Jefferson was arrested on assault charges which were subsequently dismissed. He was taken to the Police District at Broad & Champlost. Despite requests, he did not receive insulin for over 24 hours. He also tried to show police cell room personnel his medication list, but was rebuffed. He began to develop difficulty breathing and pain in his chest, at which time he was evacuated by Fire Rescue Ambulance to AEMC-Northern, where he was treated and released. He was then taken to CFCF, where he was subsequently transferred to to Episcopal hospital on December 11, 1998, suffering from high blood sugar and a blood clot in his heart. He was admitted for treatment for about 3-4 days.

On Christmas Day, December 25, 1999, at about 9:00a.m., Mr. Jefferson became involved in an altercation with his wife. She called police to the home and he was arrested on charges of simple assault and reckless endangerment. These charges were subsequently dismissed. Upon arrival at Broad and Champlost, Mr. Jefferson advised police that he had diabetes, was insulin dependant, suffered from congestive heart failure, had not had his insulin shot yet that morning and that he also needed several other medications. Although he repeatedly requested insulin and medication, Mr. Jefferson was repeatedly told there was no one available to transport him for his medication. He was finally taken to Einstein sometime that evening -- well after the time had passed for each of his two daily injections. He was released about noon the following day, without having ever been taken for his morning injection. He also did not receive adequate, appropriate or timely meals while in custody.

12. Settlement has been proposed in the gross amount of Twenty Five Thousand Dollars (\$ 25,000.00). This proposed settlement will resolve all claims on behalf of decedent and his estate, including counsel fees and costs.

13. Counsel are of the professional opinion that the proposed settlement amount is reasonable in light of all the circumstances, including the unavailability of decedent to testify as to essential factual issues in support of his cliams.

14. Counsel has a fee agreement executed by plaintiff's decedent providing for a fee of 40% of the gross recovery, plus reimbursement of costs. Exhibit "C", attached. In order to facilitate settlement, counsel have agreed to compromise their fee to 25% of the gross recovery, plus reimbursement of reasonable and necessary expenses, in the amount of \$397.18 (Itemization of costs

attached hereto as Exhibit "D".)

15. The requested Twenty five Percent (25%) contingent fee is appropriate in that:
  - a. The fee is within the range of contingent fees charged in the community for police misconduct cases;
  - b. Decedent was unable to afford to pay counsel to litigate his claims.
  - c. Counsel's assumption of representation in this matter included assuming the risk of advancing all costs and expenses in this case involving complicated issues of *Monell* liability.
  - d. Despite the existence of a fee agreement, petitioner's counsel voluntarily reduced their fee by a further 15% in favor of petitioner, in order to resolve the case.
  - e. There are no minor beneficiaries. Where an adult has negotiated a reasonable contingent fee agreement, which is well within the range of fees sought in such cases, there is no basis for the Court to disturb the agreed upon fee, where there are no minors with an interest in the proceedings.
  - f. Up until the point of settlement, indeed to this date, petitioner's counsel have vigorously litigated this case.

18. In order to facilitate settlement, lien holder Cambridge Management Group, LLC, has agreed to compromise its claim from \$12,800.00 to \$7,000. See Exhibit "E", attached.

19. Petitioner requests allocation of the proceeds of the settlement (\$ 25,000.00) as follows:

- a. Popper & Yatvin, as compromised contingency fee . . . . . \$ 6,250.00
- b. Popper & Yatvin, reimbursement of costs . . . . . \$ 397.18

- c. Cambridge Management Group, LLC, as compromised lien . . . \$ 7,000.00
- d. To Alice Jefferson, as Administratrix of the Estate of  
Russell Jefferson, as settlement of Survival Claim . . . . . \$11,352.82

20. Although defendant disputes the factual and legal predicate for the claims in this suit and does not join in the factual allegations contained herein, Jeffrey M. Scott, Divisional Deputy City Solicitor, counsel for defendant City of Philadelphia, does not oppose the relief requested in this petition. Accordingly, no memorandum of law is attached.

21. Petitioner’s verification is attached as Exhibit “F”.

22. This settlement involves the claims of Russell Jefferson, deceased, and the Estate of Russell Jefferson, only. Claims by any other plaintiffs, including previously litigated and settled class damage and injunctive claims, are specifically excluded from this settlement, and are not in any way affected, compromised, or implicated by the settlement of the claims as to Russell Jefferson.

**WHEREFORE**, Petitioner requests that she be permitted to enter into the settlement recited above and that the Court enter an Order in the form attached hereto.

Respectfully submitted,  
  
**ALAN L. YATVIN, ESQUIRE**  
and with him  
**HOWARD D. POPPER, ESQUIRE**  
*Popper & Yatvin*  
230 South Broad Street, Suite 503  
Philadelphia, PA 19102  
(215)546-5700  
Attorneys for Petitioner

June 14, 2004

LETTERS OF ADMINISTRATION

REGISTER'S OFFICE  
PHILADELPHIA COUNTY, PA

Nº A 1525-04



ESTATE OF RUSSELL JEFFERSON

Social Security No. [REDACTED]

WHEREAS, RUSSELL JEFFERSON  
late of PHILADELPHIA COUNTY  
died on the 20TH day of DECEMBER, 2003;  
and

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

THEREFORE, I, RONALD R. DONATUCCI, Register for the Probate of Wills and Grant of Letters Testamentary and of Administration, in and for the County and Philadelphia in the Commonwealth of Pennsylvania, hereby certify that I have granted Letters of Administration FOR SUIT PURPOSES ONLY

to ALICE JEFFERSON

who has duly qualified as Administrator TRIX of the estate of the above named decedent and has agreed to administer the estate according to law, all of which fully appear of record in the Office of the Register of Wills of Philadelphia County, Pennsylvania.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of my office, at Philadelphia, the 25TH day of MARCH 2004

*Domenic Dinella*  
Deputy Register



**PLAINTIFF'S AGREEMENT TO PAY PROCEEDS CONTINGENT ON  
SUCCESSFUL SETTLEMENT, JUDGMENT OR VERDICT AND RECEIPT OF  
PROCEEDS; AGREEMENT TO ASSIGN PROCEEDS**  
(Hereinafter referred to as "Plaintiff's Agreement")

THIS AGREEMENT, is made and entered into this date, 10/29/01, by and between Cambridge Management Group, LLC, a Delaware corporation ("CMG"), and its successors and/or assigns, with address at 27 Warren Street, Suite 303, Hackensack, NJ 07601, and Russell Jefferson, ("Plaintiff") and (his or her) successors and/or assigns, with address at 3233 North 29th Street, Philadelphia, PA 19129.

**WITNESSETH:**

A. Plaintiff has commenced an action Index number 00 CV 764 Known as Russell Jefferson v. City of Philadelphia, et al. (Hereafter "Litigation" and/or "Action") Due to injuries suffered in an accident on or about . A Copy of the face page of the complaint is attached hereto as Exhibit "A".

B. Due to Plaintiff's injuries, Plaintiff does not have sufficient funds to pay for the necessities of life or medical care and requires an advance of funds.

C. The defendant(s) in Plaintiff's action have declined payment at this time of any amount that Plaintiff considers fair or adequate, and that it will take an undetermined amount of time to seek justice through the courts or negotiations to otherwise persuade the defendants and/or insurance representatives to pay Plaintiff the amount to which (her or she) is entitled.

D. Plaintiff desires to obtain funding from CMG and CMG wishes to make an investment and purchase the Proceeds in the Plaintiff's Action, according to the terms of this Agreement.

**NOW, THEREFORE**, in consideration of the mutual premises the parties agree as follows:

**1. Representations and Warranties of Plaintiff**

Plaintiff represents and warrants unto CMG that as of the date of this Agreement that:

- (a) Plaintiff believes the Litigation to be meritorious and filed in good faith.
- (b) Plaintiff has complete rights, title, and interest in and to the Litigation and full power and authority to make and execute this Agreement.
- (c) Plaintiff has not and will not assign or encumber the Proceeds from the Litigation, except as otherwise provided herein.
- (d) There is no other assignments, liens, encumbrance or security interest of any kind or nature in or relating to the Proceeds, with the exception of Attorney Fees and Case Preparation Cost or Liens noted on Schedule B.



## **2. Contingent Nature of Repayment of Purchase of Proceeds**

Plaintiff understands that the receipts of any payment of money from CMG requires that such funds be repaid to CMG in accordance with the terms of this Agreement from the proceeds of the settlement, judgment or verdict in his/her case. **Only, if such proceeds are received through settlement or verdict and that there is no obligation to repay such funds, or any part thereof, if Plaintiff's case is not successfully resolved through settlement, verdict or judgment.**

## **3. Agreement for payment of proceeds contingent on Successful Settlement or Verdict and Receipt of Proceeds/Assignment of Proceeds**

(a) In consideration of CMG agreeing to purchase proceeds prior to settlement or judgment of Plaintiff's Action, Plaintiff instructs (his or her) counsel to pay CMG the sum of **\$12,800.00**, or any lesser sum as may be due and owing pursuant to paragraph 3(e), as a total fee and return on the investment, **which includes the sum advanced to the plaintiff pursuant to paragraph 3(c)**, for CMG'S services hereunder and for the purchase of proceeds. Such amount shall be paid, upon settlement, judgment or verdict of the action and the receipt of proceeds there from. This payment shall be and is by this Agreement an Assignment of Proceeds of Plaintiff's settlement, judgment or verdict proceeds.

(b) Notwithstanding the foregoing, In the event there is no recovery from settlement or verdict in the Action, Plaintiff will **owe no money to CMG and Plaintiff shall have no liability whatsoever to CMG.**

(c) CMG agrees to invest in Plaintiff's lawsuit(s), claim(s) or case(s), and pay the sum of **\$2,000.00** on the basis of execution of this Agreement as the price for the purchase of the proceeds from the Plaintiff. Plaintiff's Irrevocable Grant of Lien, Assignment of Proceeds, Lien Payment Instructions and Attorney Acknowledgment of Lien (collectively, the "Agreements"), all which are incorporated herein by this reference and made part hereof.

(d) Plaintiff and CMG agree and understands that a recovery is considered contingent and not definite, and there are no guarantees from anyone, including the Plaintiff's Attorney, that the Action will be successfully settled or that there will be successful verdict or judgment.

(e) In the event that there is a recovery of money and payment is received by CMG prior to 10/29/02, then CMG will accept \$5,600.00 as a Total Fee and return on the investment. In the event that there is a recovery of money and payment is received by CMG prior to 10/29/03, then CMG will accept \$9,200.00 as a Total Fee and return on the investment.

## **4. Order and Priority of Payment of Proceeds/Lien**

(a) Plaintiff agrees to grant a lien on the proceeds of any settlement, judgment or verdict to CMG and agrees that no lien will be granted by Plaintiff from this date onward which is superior to that granted herein, except as may otherwise be required under law. Plaintiff acknowledges that the only existing liens in existence against proceeds of Plaintiff's Action are those set forth on Schedule B hereto. Plaintiff agrees that Plaintiff will grant no further liens, except those, which are mandated by law. Plaintiff agrees that CMG'S Irrevocable Lien shall not be subordinated to any other liens of record with the EXCEPTION of ATTORNEY FEES and CASE PREPARATION COST or other liens as noted in the Plaintiff's Schedule B.

(b) Plaintiff agrees that proceeds, if any, at successful settlement, judgment or verdict will be paid to CMG First, pursuant to the Agreements, before the Plaintiff is entitled to receive any proceeds. Plaintiff agrees and instructs (his or her) attorney to make payment of **\$12,800.00, or any lesser sum as may be due and owing pursuant to paragraph 3(e), to Cambridge Management Group, LLC. upon receipt of settlement.** This is to be paid immediately after payment of Attorney's Fees and Case Preparation cost and prior to final distribution to Plaintiff of any settlement, judgment or verdict proceeds. Plaintiff, hereby waives any defenses to payment of this amount, and hereby agrees not to seek to avoid payment of this Agreement.

#### **5. Further Representations of Plaintiff**

(a) Plaintiff represents that (he or she) has been advised that only if Plaintiff was unable to find other entities for funding would CMG make an investment and consider to purchase proceeds from Plaintiff.

(b) Plaintiff represents that (he or she) has contacted other entities and these entities have refused to purchase proceeds from the Plaintiff.

(c) Plaintiff acknowledges that CMG has advised them to have an attorney review this Agreement and Plaintiff has sought and obtained the advise of legal counsel before signing this Agreement or has waived the right to do so.

(d) Plaintiff acknowledges that CMG and Plaintiff's attorney has explained to Plaintiff the terms of the investment in the purchase of proceeds, and the amount that shall be repaid at the time proceeds are received from Plaintiff's Action, and that all questions regarding this Agreement have been explained by CMG and (his or her) legal counsel to the Plaintiff's satisfaction.

(e) Plaintiff acknowledges that (he or she) fully understands the terms of this Agreement and entered into this Agreement of (his or her) own free will.

#### **6. Covenants of Plaintiff**

The Plaintiff agrees and covenants with CMG that:

(a) The Collateral (case files) shall be kept at the office of Popper & Yatvin, and Plaintiff shall not change the location of the Collateral without the prior written consent of CMG. As a result of this Agreement, Plaintiff agrees to continue the Action with the above mentioned law firm. In the event alternative counsel is substituted, the sum of \$12,800.00, sufficient to satisfy in full the Irrevocable lien, will become immediately due and payable to CMG. CMG may take all means necessary to collect all monetary sums due it.

(b) Plaintiff shall not at any time cause or suffer any part of the Collateral or any interest in any of the Collateral to be subject to any security interest other than of CMG.

(c) Plaintiff shall defend the Collateral against the claims and demands of all persons other than CMG.

(d) At the request of CMG, at any time and from time to time, Plaintiff and/or his attorney shall execute such statements and other documents, pay such filing, recording and other fees, and do or cause to be done such other acts or things as CMG deems reasonably necessary to establish, protect and continue its interest hereunder.

(e) Plaintiff shall pay all cost, expenses, charges and other obligations, including without limitation, reasonable attorney fees, suffered or incurred by CMG to protect, preserve, maintain and obtain possession of or title to the Collateral, to protect, preserve and maintain the security interest granted by this Agreement and to enforce or assert any one or more of its rights, powers, remedies and defenses under this Agreement.

#### **7 Books and Records: Inspection**

Plaintiff shall keep and maintain, at his or her expense, complete records of the pending case. CMG shall have the right at any time and from time to time, without notice, to call at Plaintiff's place of business or his/her attorney's office during normal business hours to inspect the case files and to inspect the correspondence, books and records relating to the Plaintiff's case or claim.

#### **8. Events of Default**

Plaintiff shall be in default under this Agreement if Plaintiff fails timely to observe and perform any covenants, conditions or agreements required to be observed or performed by Plaintiff under this Agreement, or if Plaintiff defaults upon material promise in the obligation. This Agreement is contingent only upon a settlement for its payment to CMG.

#### **9. Notices**

Any notice required by this Agreement or given in connection with it, shall be in writing and shall be given to appropriate party by personal delivery or by certified mail; postage prepaid or recognized overnight delivery services. Plaintiff agrees to notify CMG within five (5) days of any change of residential address.

#### **10. Choice of Forum and Law in the Event of a Dispute(s)**

(a) In the event of any dispute hereunder, Plaintiff agrees that Plaintiff's attorney shall not disburse any proceeds to Plaintiff prior to settlement or resolution of the dispute, and that all proceeds from the Litigation shall remain in the Plaintiff's attorney's escrow account.

(b) Plaintiff acknowledges and agrees that any and all disputes that arise concerning the terms, conditions, interpretation or enforcement of this Agreement shall be determined through arbitration pursuant to the Rules and methods outlined by the American Arbitration Association in Pennsylvania City, at the election of CMG. Plaintiff agrees that the laws of the State of Pennsylvania shall control the interpretation of this Agreement.

(c) It is also understood, acknowledge and agreed that the Plaintiff will indemnify CMG against any and all losses, liability, set back and expenses, including but not limited to, attorney fees resulting from or arising out of the enforcement of this and all attached Agreements.

#### **11. Validity**

Should any provision or paragraphs in this Agreement be deemed unenforceable or invalid, such unenforceability or invalidity shall not affect the validity or enforceability of the balance of the terms and condition of this Agreement.

FROM : ROSENBERGS CK-CSH

FAX NO. : 215-225-5745

Oct. 30 2001 01:34PM P1

Sent By: CMG;

201 487 7455;

Oct. 30 01:10:37AM;

Page 6/9

**12. Confidentiality**

CMG agrees that all information and materials received are confidential and will not be shared with any party other than the Plaintiff or his or her attorney.

**13. Headings**

Headings used in this Agreement are provided for convenience only and shall not be used to construe meaning or intent.

**14. Merger/Entire Agreement**

The Parties here to agree that this Agreement, the Plaintiff's Agreement to Pay Proceeds Contingent on Successful Settlement, Judgment or Verdict and Receipt of Proceeds and Agreement to Assign Proceeds, the Attorney Acknowledge of Irrevocable Lien and Assignment to CMG and Plaintiff's Irrevocable Grant of Lien, Assignment of Proceeds and Lien Payment Instructions constitute the entire agreement of the parties hereto and that all prior and contemporaneous discussions between an among the parties are merged herein.

IN WITNESS WHEREOF, the parties have affixed their signatures on the date first hereinabove written.

Russell Jefferson  
Plaintiff

Russell Jefferson  
Plaintiff

State of Pennsylvania  
County Philadelphia )ss

On this day 10-30-01 before me personally appeared Russell Jefferson  
To me known to be the person described in and who executed the foregoing instrument and  
acknowledged that he executed the same as his free act and deed.

Notary Public [Signature]

NOTARIAL SEAL  
DEAN L. ROSENBERG, Notary Public  
City of Philadelphia, Phila. County  
My Commission Expires September 3, 2005

Cambridge Management Group, LLC

**PLAINTIFF'S SCHEDULE B**

**NAME AND ADDRESS OF LAW FIRM WITH LIEN ON CASE**

Popper & Yatvin  
230 South Broad Street, Suite 503  
Philadelphia, PA 19102

**OTHER PRIOR SUPERIOR LIENS  
AS OF THE DATE OF THIS AGREEMENT**

FROM : ROSENBERGS CK-CSH  
sent by: CMG;

FAX NO. : 215-225-5745  
201 481 7455;

Oct. 30 2001 01:34PM P2  
Oct 30 01 10:36AM; Page 0/9

**PLAINTIFF'S IRREVOCABLE GRANT OF LIEN, ASSIGNMENT OF PROCEEDS AND LIEN PAYMENT INSTRUCTIONS**

Cambridge Management Group, LLC

1. This document is an Irrevocable Grant of Lien against the proceeds I may receive in connection with an Action in which I am the Plaintiff and an Irrevocable assignment of my Settlement, Verdict and/or Judgment Proceeds in connection with the Action entitled Russell Jefferson v. City of Philadelphia, et al., Index number 00 CV 764. The amount of lien and proceeds I hereby assign is \$12,800.00, or any lesser sum as may be due and owing pursuant to paragraph 3(e) of the Plaintiff's Agreement.
2. I acknowledge this lien and my Irrevocable instructions here by signing below. I instruct you to the terms delineated specifically herein and in the "Plaintiff's Agreement" and the "Attorney's Acknowledgment of Irrevocable Lien", all of even date herewith (the "Agreements"). I acknowledge that the Irrevocable nature of this grant of lien, assignment of proceeds and lien payment instructions has been coupled with an security interest in the nature of an advance of funds to me, which is also part of the consideration for this Agreement.
3. I hereby authorize and direct you, as my attorney, Popper & Yatvin its Successors and/or Assigns and any subsequently engaged by Plaintiff, whether in addition to or in substitution for and whether or not notice thereof was given by CMG, to pay directly to **Cambridge Management Group, LLC** (hereinafter "CMG") sums due and owing for the purchase of proceeds from me and for which I have granted this lien in the sum of \$12,800.00 (the "Payment"). The Payment amount shall be and is an Irrevocable lien on the proceeds of my Action until it is repaid.
4. The Payment amount CMG due shall be withheld from any settlement(s), judgment(s), verdict(s) or award(s) I receive, if any, as a result of my injury and claim. The Payment is to be paid immediately after attorney's fees and case preparation cost, but prior to final distribution to me of any settlement, judgment or verdict proceeds in accordance with the Agreements.
5. This lien shall not be subordinated to any other liens of record with the exception of attorney fees and case preparation cost or other liens as noted in Schedule B of the Plaintiff's Agreement.
6. In the event of a dispute between CMG and the undersigned, I instruct my attorney to disburse no proceeds, except for attorneys fees, disbursements and recognized liens, until the matter is resolved, and that all proceeds shall remain in my attorney's escrow account.

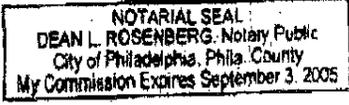
DATE: 10-30-01

AGREED: Russell Jefferson Plaintiff      Russell Jefferson Plaintiff

State of PENNA.  
County of PHILA. )ss

On this 10/30/01, before me personally appeared Russell Jefferson to me known to be the person described in and who executed the foregoing instrument and acknowledged that He executed the same as his free act and deed.

Notary Public: [Signature]



**ATTORNEY ACKNOWLEDGMENT OF IRREVOCABLE LIEN AND  
ASSIGNMENT TO CAMBRIDGE MANAGEMENT GROUP, LLC**

**RE: Russell Jefferson**

The undersigned attorney for Russell Jefferson, (hereafter "Plaintiff"), and (his or her) successors and/or assigns, acknowledges receipt of the Plaintiff's Agreement and the Agreement to Assign Proceeds and the Irrevocable Plaintiff's Lien. Attorney agrees to distribute any proceeds of the Litigation known as Russell Jefferson v. City of Philadelphia, et al., in accordance with the terms of all Agreements signed and notarized by the Plaintiff in favor of Cambridge Management Group, LLC. That I have been instructed, by the Plaintiff, to provide sufficient Monies or proceeds in the amount of ~~\$12,000.00~~, or any lesser sum as may be due and owing pursuant to paragraph 3(e) of the Plaintiff's Agreement, necessary to satisfy in full all the Agreements signed by the Plaintiff. This will be paid immediately after attorney fees and any liens defined in Schedule B or which the Plaintiff is obligated under law to pay, prior to any final distribution to the Plaintiff or (his or her) successors and/or assigns. This lien shall not in any way encumber proceeds due other plaintiffs or

This irrevocable lien shall not be subordinated to any other liens of record with the EXCEPTION of counsel. *Q.14/1*  
**ATTORNEY FEES and CASE PREPARATION COST** and other liens as noted in the Plaintiff's Schedule B or which the Plaintiff is obligated under law to pay. The balance of the proceeds of the Litigation, IF ANY, shall not be paid to Plaintiff, unless and until Plaintiff's Irrevocable Lien to CMG is satisfied in full. Plaintiff's Irrevocable Lien to CMG shall be paid without consent from Plaintiff's successors, assigns and/or heirs. In the event of any settlement or structured settlement, no funds shall be distributed to the Plaintiff or (his or her) successors, until such time as the total amount due has been paid in full from the proceeds of the Litigation. I hereby consent and agree to fully execute this document to pay Cambridge Management Group, LLC all funds due them at the close of this case, before final distribution to the Plaintiff or (his or her) successors and/or assigns.

In the event that the Attorney ceases representation of the Plaintiff's case at any time, Attorney shall immediately give written notice via certified mail, return receipt requested, to Cambridge Management Group, LLC, at 27 Warren Street, Suite 303, Hackensack, NJ 07601.

By execution hereof, I am solely and only following the instructions of the Plaintiff. I make no statements, render no opinion and proffers no guarantee as it pertains to the possibility of recovery of some or any Proceeds as a result of the Litigation. By the execution hereof, I assume no duties or obligations to Cambridge Management Group, LLC other than the ministerial duties of disbursement and of furnishing requested information as specifically outline herein.

ACKNOWLEDGED: *Alan L. [Signature]* DATE: 11/1/01  
Attorney for the Plaintiff(s)

**CONTINGENT FEE AGREEMENT**

I hereby constitute and appoint the law firm of *Popper & Yatvin*, as my attorneys to prosecute a claim for damages and/or trespass against those responsible. The claimant is

Russell Jefferson and the cause of action arose on or about 12/98 and 12/99

I hereby agree that the compensation of my attorneys shall be determined as follows:

Out of whatever sum is received from this claim, either by way of settlement or verdict, my said attorneys shall retain Forty Percent (40%) of the gross recovery as counsel fees.

I hereby authorize my said attorneys to pay out of any proceeds of settlement or trial, any unpaid medical bills for treatment or services made necessary by the injuries sustained in this incident. Including any Department of Public Welfare liens.

In the event attorney's fees are awarded either by the court or by settlement, my said attorneys shall be entitled to either the attorney's fees or the aforementioned contingency fee, which ever is greater, but not both.

All expenses incident to prosecution of the case are to be born by me, the client, however, **SHOULD NO MONEY BE RECOVERED BY SUIT OR SETTLEMENT**, my said attorneys are to have no claim against me for services rendered or costs expended.

I hereby acknowledge receipt of a duplicate copy of this Contingent Fee Agreement.

x Russell Jefferson  
Signature

Soc. Sec. #: x 166-38-8325

Phone #: x (210) 227-2998

Date: x 4/7/00

Approved for *Popper & Yatvin*  
Date: \_\_\_\_\_



# Russell Jefferson Expenditures

1/1/2000 Through 5/28/2004

5/28/2004

Page 1

Date	Num	Description	Memo	Amount
5/11/2...	9802	QUADRAMED	INV 10109054389 -- R.JEFFERSON ME...	-84.35
6/13/2...	9866	EINSTEIN HEALTHCARE NETWORK	99701529 -- RUSSELL JEFFERSON M...	-88.48
3/25/2...	12383	REGISTER OF WILLS	R.JEFFERSON ESTATE -- LETTERS O...	-99.00
5/28/2...	12505	CHARTONE	R. JEFFERSON TEMPLE MEDS INV 10...	-125.35
TOTAL 1/1/2000 - 5/28/2004				-397.18
TOTAL INFLOWS				0.00
TOTAL OUTFLOWS				-397.18
NET TOTAL				-397.18



# FACSIMILE

## CAMBRIDGE MANAGEMENT GROUP, LLC

---

Date: 6/4/04

To: **Alan Yatvin, Esq.**  
Popper & Yatvin  
Phone: 718-934-5577  
**Fax:**

From: Cambridge Management Group, LLC  
Raul J. Sloezen, Esq.  
Phone: 201-487-4646  
**Fax: 201-487-7455**

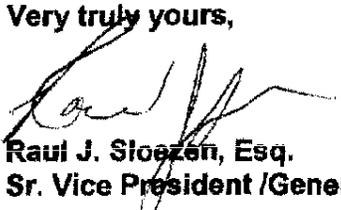
Pages:

---

Plaintiff: **Russell Jefferson**  
Dear Mr. Yatvin :

This is to confirm that, based upon the increased settlement of \$25,000.00, CMG has agreed to reduce it's lien from \$12,800.00 to \$7,000.00. If you have any questions, please feel free to contact me. Thank you.

Very truly yours,

  
**Raul J. Sloezen, Esq.**  
**Sr. Vice President /General Counsel**

Cambridge Management Group, LLC  
27 Warren Street, Suite 303  
Hackensack, NJ 07601



IN THE UNITED STATES DISTRICT COURT FOR THE  
EASTERN DISTRICT OF PENNSYLVANIA

STEPHEN ROSEN, *et al.*

v.

CITY OF PHILADELPHIA

CIVIL ACTION No. 00-0764

HON. PETRESE B. TUCKER

**VERIFICATION**

I, **ALICE JEFFERSON**, have reviewed the foregoing *Petition Under E.D.Pa. Loc. R. Civ. P. 41.2 to Approve Settlement and Distribution* and the facts set forth therein are true and correct to the best of my knowledge, information, and belief, and are verified subject to the penalties for unsworn falsification to authorities under Pennsylvania Crimes Code §4904 (18 Pa. C.S. §4904).

*Mrs. Alice Jefferson*  
ALICE JEFFERSON  
Administratrix of the Estate of  
Russell Jefferson, Deceased

Date: 10-10-04



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

STEPHEN ROSEN, *et al.*

v.

CITY OF PHILADELPHIA

CIVIL ACTION No. 00-0764

HON. PETRESE B. TUCKER

**CERTIFICATE OF SERVICE**

I, Alan L. Yatvin, Esquire, certify that I have caused to be delivered a copy of the foregoing to:

Jeffrey Scott,  
Deputy City Solicitor  
Law Department, Civil Rights Division  
1515 Arch Street, 14<sup>th</sup> Floor  
Philadelphia, PA 19102--1595  
(Counsel for Defendants Mouzon, Thomas,  
Wallace and City of Philadelphia)  
BY HAND DELIVERY

Raul J. Sloezen, Esquire  
General Counsel  
Cambridge Management Group, LLC  
27 Warren Street, Suite 303  
Hackensack, NJ 07601  
BY FIRST CLASS MAIL, PRE-PAID

Date: 6/14/04



Alan L. Yatvin, Esquire