

EXHIBIT "C"

COMMONWEALTH OF PENNSYLVANIA
 DEPARTMENT OF LABOR AND INDUSTRY
 BUREAU OF WORKERS' COMPENSATION
 1171 S. CAMERON STREET, ROOM 103
 HARRISBURG, PA 17104-2501
 (TOLL FREE) 800-482-2383
 TTY 800-382-4228
 www.dli.state.pa.us

**COMPROMISE AND
 RELEASE AGREEMENT BY
 STIPULATION PURSUANT
 TO SECTION 449 OF THE
 WORKERS'
 COMPENSATION ACT**

Date of Injury: 02 / 22 / 2009
MM DD YYYY

PA BWC Claim Number: 3475756
(IF KNOWN)

Employee

First Name <u>Charles</u>	Last Name <u>Till</u>
Street 1 <u>270 Murray Drive 10 SW Beech Street</u>	
Street 2 <u>Apt. B</u>	
City/Town <u>King of Prussia</u>	State <u>PA</u>
<u>Norristown</u>	Zip Code <u>19406</u>
County <u>Montgomery</u>	Telephone <u>(610) 952 - 0304</u>

Employer

Name <u>Meredith's Market</u>		
Street 1 <u>10 Leopard Road</u>		
Street 2		
City/Town <u>Berwyn</u>	State <u>PA</u>	Zip Code <u>19312</u>
County <u>Chester</u>		
Telephone <u>(610) 251 - 0265</u>	FEIN <u>23-6789214</u>	

TO THE PARTIES: DO NOT SUBMIT THIS AGREEMENT TO THE BUREAU. SUBMIT IT TO THE ASSIGNED WORKERS' COMPENSATION JUDGE.

TO THE EXTENT THIS AGREEMENT REFERENCES AN INJURY FOR WHICH LIABILITY HAS NOT BEEN RECOGNIZED BY AGREEMENT OR BY ADJUDICATION, THE TERM "INJURY" AS USED IN THIS AGREEMENT SHALL MEAN "ALLEGED INJURY".

Insurer or Third Party Administrator (if self-insured)

Name <u>Penn Millers Insurance Company</u>		
Street 1 <u>72 N. Franklin Street</u>		
Street 2 <u>P.O. Box P</u>		
City/Town <u>Wilkes-Barre</u>	State <u>PA</u>	Zip Code <u>18773</u>
County <u>Luzerne</u>		
Telephone <u>(570) 822 - 8111</u>	Bureau Code <u>0045</u>	
Insurer/TPA Claim Number <u>2009000615</u>	FEIN <u>24-0686200</u>	

- This is an agreement in the case of the above listed employee and the above listed employer, insurer, or third party administrator in regards to an injury or occupational disease.
- State the date of injury or occupational disease 02 / 22 / 2009
MM DD YYYY
- State the average weekly wage of the employee, as calculated under Section 309. \$ 692.05 /wk
- State the injury, the precise nature of the injury, and the nature of the disability, whether total or partial.
By Notice of Compensation Payable dated 3/6/2009, claimant's injury was recognized as compensable and described as a "right ankle fracture." Pursuant to this Compromise and Release Agreement, claimant is fully and completely releasing defendant from any and all liability it has or may have had to pay any additional
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- State the weekly compensation rate paid or payable. \$ 461.32/wk
- State the amount of indemnity benefits paid or due and unpaid to the employee or dependent up to the date of the stipulation or agreement or death. \$ 0.00
- State the amount of the payment of indemnity benefits to be made at or after the date of the stipulation or agreement or death, and the length of time such payment of benefits is to continue. \$ 48,000.00 for **a one-time lump sum payment for a full, final and complete settlement.**

8. Does this claim arise out of the death of an employee? Yes No
If Yes, provide the following information:

a. Date of death: _____
MM DD YYYY

b. Name and address of the widow or widower (include any maiden names, aliases and names upon remarriage, if applicable):

c. Names, addresses and dates of birth of all children:

d. If it is claimed that the dependency of any child continues beyond the age of eighteen (18) years, identify that child and state specifically the factual basis for this claim.

e. State the name, address and relationship to the employee of any other person claiming to be a dependent, together with a brief summary of the factual basis for this claim.

9. Summarize all of the medical benefits paid, or due and unpaid, to or on behalf of the employee (or each dependent identified in Paragraph 8 above) up to the date of this agreement.

The parties believe that all medical bills for treatment that claimant received that was reasonable, necessary and causally related to the injuries referenced in Paragraph 4 of this Agreement have been paid by defendant. The parties are not aware of any medical benefits that are due and unpaid. If there are any medical bills outstanding for reasonable and necessary medical treatment claimant has received through and including 11/15/2010, which treatment was causally related to claimant's injuries as set forth in Paragraph 4 of this Agreement, defendant agrees to pay same in accordance with the provisions of the Workers' Compensation

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10. Summarize all benefits to be paid on and after the date of this stipulation or agreement for reasonable and necessary medical treatment causally related to the injury and the length of time such payment of benefits is to continue.
NONE.

The parties believe that all medical bills for treatment that claimant received that was reasonable, necessary and causally related to the injuries referenced in Paragraph 4 of this Agreement have been paid by defendant. The parties are not aware of any medical benefits that are due and unpaid. If there are any medical bills

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11. Is there an actual or potential lien for subrogation under Section 319? Yes No
If Yes, state the name and address (if known) of the entity asserting the lien and the total amount of compensation, including medicals, paid or payable, which should be allowed to that entity.

The claimant filed a third-party claim arising out of his 2/22/2009 work-related injury. The parties agree that defendant is entitled to maintain its subrogation lien.

12. Are there any current child or spousal support orders in place against the claimant? Yes No

If Yes, please explain:

Claimant hereby warrants, subject to the penalties of 18 Pa. C.S. Section 4904, relating to unsworn falsification to authorities, that he is not the subject of any current child or spousal support orders, and has no arrearages for either. Claimant's Statement and Lien Report of Child Support Arrears Pursuant to 23 Pa. C.S. Section 4308.1(F) are attached hereto and incorporated herein by reference.

13. List all benefits received by, or available to, the claimant; e.g. Social Security (Disability or Retirement), private health insurance, Medicare, Medicaid, etc. For such benefits, list the amount(s), period of payments of benefits, and status of eligibility determination.

Claimant warrants that he is not receiving Social Security Disability Benefits; has not applied for such benefits; is not Medicare eligible; and has no reasonable expectation of becoming Medicare eligible in the next thirty (30) months. Based on claimant's warranty, the parties do not believe there are Medicare issues in this case.

14. Check as appropriate:

A vocational evaluation of the employee was completed on ____/____/____ by _____
A copy of this report is attached hereto. MM DD YYYY

— OR —

A vocational evaluation of the employee has been waived by mutual agreement of the parties.

15. State the issues involved in this claim and the reasons why the parties are entering into this agreement.

Whether claimant understands the legal significance of this Agreement. The parties are entering into this Agreement to resolve all outstanding issues pertaining to this claim and to avoid the uncertainty associated with any pending and/or future litigation.

The parties agree to waive the twenty (20) day appeal period.

This Compromise and Release Agreement involves the payment of the lump sum amount of Forty-Eight Thousand Dollars and Zero Cents (\$48,000.00). No interest is payable to this Compromise and Release. Attorney's fees are to be paid from the foregoing lump sum and not in addition thereto. Additionally, defendant will reimburse claimant's counsel for his litigation costs as outlined in Paragraph 17 below, plus the cost of the

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16. The fee agreement between claimant and counsel must be attached.

17. Employer shall be responsible for litigation costs in the total amount of \$ 65.14.

18. Miscellaneous provisions, if any.

Claimant is to receive a lump sum payment of Forty-Eight Thousand Dollars and Zero Cents (\$48,000.00) as full and final satisfaction of all wage loss and medical benefits in connection with his work injury of 2/22/2009. That portion attributable to attorney's fees is Nine Thousand Six Hundred Dollars and Zero Cents (\$9,600.00). Therefore, claimant will net Thirty-Eight Thousand Four Hundred Dollars and Zero Cents (\$38,400.00)

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REMINDER TO PARTIES: Upon approval of this Agreement, please promptly withdraw all appeals pending before the Workers' Compensation Appeal Board, Commonwealth Court, Pennsylvania Supreme Court, etc., which are also resolved by this Agreement.

EMPLOYEE'S CERTIFICATION

- 1. I certify that I have read this entire agreement, or to the best of my knowledge, information and belief (if applicable) this agreement has been read to me, and I understand all of the contents of this agreement as well as the full legal significance and consequences of entering into this agreement.
2. I understand that, if this agreement is approved, I will receive only the benefits mentioned in this agreement, unless the agreement provides specifically for additional amounts. I understand that my employer, its insurance company or its administrator will never have to pay any other workers' compensation benefits for the injury.
3. Except for the amounts or benefits listed in this agreement, I have been offered nothing of value to convince me to sign this agreement.
4. I have been represented by an attorney of my own choosing during this case. My attorney has explained to me the content of this agreement and its effects upon my rights. (Employee's Initials)

— OR —

I have not been represented by an attorney of my own choosing. However, I have been told that I have the right to be represented by an attorney of my own choosing in this proceeding. I have made my own decision not to have an attorney represent me. (Employee's Initials)

- 5. Unless specifically stated in this agreement, I understand that this agreement is a compromise and release of a workers' compensation claim, and is not considered an admission of liability by employer and/or insurer and/or administrator.

DO NOT SIGN THIS DOCUMENT UNLESS YOU UNDERSTAND THE FULL LEGAL SIGNIFICANCE OF THIS AGREEMENT.

All parties have read this agreement and agree to its contents. We understand that under this agreement, all petitions are resolved.

Dated: 11/16/2010
Witness to Employee's Signature
Witness to Employee's Signature

Charles R Till (Employee Signature)
Lenard A. Cohen, Esquire (Employee's Counsel)
Megan L. Dougherty, Esquire (Employer/Insurer/Third Party Administrator Counsel)

If not witnessed above, this agreement must be notarized as follows:

AFFIDAVIT/ACKNOWLEDGMENT:

Before me, the undersigned Notary Public, in and for the aforesaid County and State, personally appeared who being first duly sworn, does depose and state that he/she knows (or has satisfactorily proven to be) the individual identified as the employee in the foregoing compromise and release agreement; and that he/she has executed the foregoing compromise and release agreement for the purposes stated herein.

NOTARY PUBLIC

THE COMPROMISE AND RELEASE AGREEMENT IS NOT VALID AND BINDING UNLESS APPROVED BY A WORKERS' COMPENSATION JUDGE IN A DECISION.

Any individual filing misleading or incomplete information knowingly and with intent to defraud is in violation of Section 1102 of the Pennsylvania Workers' Compensation Act and may also be subject to criminal and civil penalties through Pennsylvania Act 165.

Auxiliary aids and services are available upon request to individuals with disabilities. Equal Opportunity Employer/Program

Charles Till

Claimant,

v.

Meredith's Market

Defendant.

Date of Injury: 02/22/2009

Compromise and Release
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to Section 449 of the Workers'
Compensation Act - Cont.

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4. Nature of Injury

workers' compensation benefits of any like or kind, except as specifically set forth in this Agreement, to or on behalf of this claimant for any injury or injuries, whether known or unknown, claimant sustained or may have sustained within the course and scope of his employment with the employer including, but not limited to, the aforementioned injuries and any injuries which have flowed or may flow therefrom.

Neither claimant nor anyone on claimant's behalf shall ever be permitted to file a Petition of any nature in any way relating to claimant's injury, whether known or unknown to claimant, that could have been related to his employment with defendant, and arising from or related to his work injury of 2/22/2009.

9. Medical Benefits Paid

Act, as amended, so long as they are related to the work injury of 2/22/2009, and so long as they have not already been paid, and so long as the HCFA forms are provided to the defendant along with the supporting documentation (i.e. notes/records).

10. Medical Benefits to Be Paid

outstanding for reasonable and necessary medical treatment claimant has received through and including 11/15/2010, which treatment was causally related to claimant's injuries as set forth in Paragraph 4 of this Agreement, defendant agrees to pay same in accordance with the provisions of the Workers' Compensation Act, as amended, so long as they are related to the work injury of 2/22/2009, and so long as they have not already been paid, and so long as the HCFA forms are provided to the defendant along with the supporting documentation (i.e. notes/records).

15. Issues Involved

transcript for the 11/16/2010 hearing before the Workers' Compensation Judge. The aforementioned lump sum payment (\$48,000.00) and payment of the litigation costs outlined in Paragraph 17 and the payment of medicals outlined in Paragraphs 9 and 10 will settle and release defendant from any further obligation to pay any workers' compensation benefits (including, but not limited to, total disability benefits, partial disability benefits, specific loss benefits, medical benefits, statutory interest, transportation expense reimbursement benefits, litigation costs, penalties and counsel fees) with respect to claimant's 2/22/2009 work injury.

Upon approval of this Compromise and Release by the Judge, claimant shall receive one lump sum settlement of Forty-Eight Thousand Dollars and Zero Cents (\$48,000.00) less an attorney's fee of twenty percent (20%) payable to Lenard A. Cohen, Esquire.

18. Miscellaneous Provisions

representing compensation for his loss of earning power and future medical expenses attributable to his work injury.

For Social Security purposes, the sum of Thirty-Eight Thousand Four Hundred Dollars and Zero Cents (\$38,400.00) represents payment of all future claims for Workers' Compensation indemnity benefits. For Social Security purposes,

Charles Tjll

Claimant,

v.

Meredith's Market

Defendant.

Date of Injury: 02/22/2009

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18. Miscellaneous Provisions

this sum represents compensation for impairment of the claimant's earning power for the remainder of his life. Claimant is currently 34 years old and has a remaining life expectancy of 45.4 years, or 544.8 months, based upon the National Center for Health Statistics' National Vital Statistics Reports, Vol. 58, No. 21, United States Life Tables: Table (Total Population, 2006), 6/28/2010. Claimant's monthly benefit for the purposes of calculating Social Security Benefits amounts to Seventy Dollars and Forty-Eight Cents (\$70.48) per month for 544.8 months, commencing the day before the date of the written decision granting the Compromise and Release Agreement. See Sciarotta v. Bowen, 837 F.2d 135, 140-141 (3d Cir. 1988).

Claimant certifies that he is suffering from no known life-threatening or terminal illness(es) unrelated to his work injury and agrees that this Compromise and Release is null and void upon his death if not approved by a Judge via a circulated Bureau Decision.

CONTINGENT FEE AGREEMENT
WORKERS' COMPENSATION

I hereby constitute and appoint **Lenard A. Cohen, Esquire** of the law firm of the **Law Offices of Lenard A. Cohen, P.C.** as my attorney to represent me in a claim for Worker's Compensation against my employer, insurer and/or third party administrator on account of injuries suffered by me on 2/22/09, and I agree to pay him a 20% fee of all compensation recovered on my behalf only in the event of a successful prosecution or defense of my claim.

In the event of no recovery on my behalf, counsel is to have no claim against me as a fee for services rendered or legal expenses and costs advanced.

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

Date:

7/14/09

Charles R Till
Charles Till