

EXHIBIT "D"

NOV 29 2010

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF LABOR & INDUSTRY
Bureau of Workers' Compensation

----- x
In the Matter of: :
Charles Till, : Claim No. 3475756
 : Suspension Petition
 Claimant, :
 vs. :
 Meredith's Market, :
 Defendant. :

----- x
Pages 1 through 10 Malvern Judges Office
72 Lancaster Avenue
Malvern, Pennsylvania

Tuesday, November 16, 2010
Met, pursuant to notice, at 10:24 a.m.

BEFORE:

THOMAS HINES, Judge

APPEARANCES:

WENDY A. FLEMING, ESQUIRE
Suite 1500 - 1800 JFK Boulevard
Philadelphia, Pennsylvania 19103
(For the Claimant)

LEE S. FIEDERER, ESQUIRE
Suite 300 - 970 Rittenhouse Road
Eagleville, Pennsylvania 19403
(For the Defendant)

Commonwealth Reporting Company, Inc.
700 Lisburn Road
Camp Hill, Pennsylvania 17011

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C O N T E N T S

WITNESS	DIRECT	CROSS
C. Till	3	8

E X H I B I T S

NUMBER	FOR IDENTIFICATION	IN EVIDENCE
(None.)		

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FORM 2

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P R O C E E D I N G S

JUDGE HINES: Calling the matter of
Charles Till versus Meredith's Market.

Counsel, please, identify yourself and
your client.

MS. FLEMING: Wendy Fleming on behalf
of the claimant, Charles Till.

MR. FIEDERER: Lee Fiederer on behalf
of the defendant.

JUDGE HINES: The petition before me,
counsel, is a suspension petition?

MS. FLEMING: Yes, Your Honor.

MR. FIEDERER: Correct. Could that be
amended to a C & R, please?

JUDGE HINES: That amendment's allowed.
Good morning, Mr. Till.

THE WITNESS: Good morning.

JUDGE HINES: You're about to testify.

Whereupon,

CHARLES TILL, having been duly
sworn, testified as follows:

JUDGE HINES: Counsel?

MS. FLEMING: Thank you, Your Honor.

DIRECT EXAMINATION

FORM 2

1 BY MS. FLEMING:

2 Q Good morning, Mr. Till. You understand we're
3 here today before Judge Hines to seek His Honor's
4 approval of the Compromise & Release Agreement?

5 A Yes.

6 Q And you have before you a copy of that
7 agreement?

8 A Yes.

9 Q Did you have an opportunity to read the entire
10 agreement?

11 A Yes.

12 Q Do you feel that you understand the agreement?

13 A Yes.

14 Q Did you also have an opportunity to review with
15 me each and every paragraph of that agreement?

16 A Yes.

17 Q Did you have an opportunity to ask me any
18 questions about that agreement?

19 A Absolutely.

20 Q Now, I'd like you to turn to the employee
21 certification. It's a few pages back. Whose
22 initials are in paragraph four?

23 A They would be mine.

24 Q By putting your initials there, you have
25 indicated that you've been represented by an attorney

FORM 2

1 of your choosing?

2 A Yes.

3 Q And your attorney has explained the content of
4 the agreement and its effects upon your rights?

5 A Yes.

6 Q And whose signature is above the employee
7 signature?

8 A Mine.

9 Q And you understand that by signing this
10 agreement, you are fully and completely resolving
11 your February 22nd, 2009 work injury with Meredith's
12 Market and its insurance carrier?

13 A Yes.

14 Q This is a full and final settlement?

15 A Yes.

16 Q In exchange for fully and completely resolving
17 your claim, you will be receiving the amount stated
18 in paragraph seven of this agreement?

19 A Yes.

20 Q And out of that amount stated in paragraph
21 seven, a twenty-percent fee will be deducted and paid
22 to Lenard Cohen?

23 A Yes.

24 Q And you're in agreement with that?

25 A Yes.

FORM 2

1 Q And you understand that after today, should the
2 Judge approve this agreement, upon payment of this
3 one-time lump sum settlement, you will not receive
4 any other weekly checks; your weekly checks will
5 stop?

6 A Correct.

7 Q And you will not be entitled to receive any
8 additional weekly payments, wage loss benefits in the
9 future or any benefits of any kind?

10 A Yes.

11 Q In fact, your medical benefits will also stop
12 after today.

13 A Yes.

14 Q And you understand that if there are any
15 outstanding reasonable and necessary medical bills
16 that were incurred prior to today for your work
17 injury that have not been taken care of, they will be
18 paid for by the carrier?

19 A Yes.

20 Q But that anything after today will not be paid.

21 A Correct.

22 Q And you're in agreement with that?

23 A Yes.

24 Q And you have indicated and we have also run a
25 website search that there are no child support or

FORM 2

1 spousal support orders against you?

2 A No.

3 Q And you have signed a verification to that
4 effect?

5 A Yes.

6 Q Is that your signature and initials on the
7 verification?

8 A Yes, it is.

9 Q You're not currently receiving Social Security
10 Disability, have not applied for it or are not
11 Medicare-eligible?

12 A No, not at all.

13 Q Has anyone promised you anything other than
14 what's contained in this agreement?

15 A No.

16 Q Is anyone forcing you into entering this
17 agreement?

18 A No.

19 Q Are you under the influence of alcohol,
20 medication or other substance that would impair your
21 ability to understand the proceedings today?

22 A No.

23 Q And you currently have a third-party case
24 pending?

25 A Yes.

FORM 2

1 Q And I explained to you what subrogation is?

2 A Yes.

3 Q And you understand that the insurance carrier is
4 retaining its right to subrogation, to be paid back
5 any money, should you obtain a settlement in that
6 third-party case?

7 A Yes.

8 Q We discussed the twenty-day appeal period, by
9 which either party has the ability to appeal the
10 Judge's Decision?

11 A Yes.

12 Q Would you like to waive the twenty-day appeal
13 period?

14 A Yes.

15 Q And I also explained that there are litigation
16 costs which will be paid directly by the insurance
17 carrier and they will not be paid out of your amount?

18 A Yes.

19 Q Would you like Judge Hines to approve this
20 agreement?

21 A Yes.

22 MS. FLEMING: I have nothing further.

23 JUDGE HINES: Counsel?

24 MR. FIEDERER: Briefly, Judge.

25 CROSS-EXAMINATION

FORM 2

1 BY MR. FIEDERER:

2 Q Good morning.

3 A Good morning.

4 Q With regard to medical bills that may still be
5 outstanding for treatment that was rendered to you
6 prior to today, do you understand that those bills
7 will be processed for payment pursuant to the rules
8 of Workers' Compensation?

9 A Yes.

10 Q With regard to the subrogation matter, the lien
11 that the Workers' Compensation defendant has against
12 your third-party case, do you understand that lien
13 goes against both amounts that have been paid up to
14 today for wage loss and medical in addition to the
15 amount that you're settling the case for today in
16 paragraph seven?

17 A Yes.

18 Q And you want the Judge to approve the deal?

19 A Yes.

20 JUDGE HINES: Mr. Till, I'm going to
21 approve this Compromise & Release Agreement. And my
22 office will circulate a formal Decision in about two
23 business days. Good luck, to you, sir.

24 (Whereupon, at 10:29 a.m., the hearing
25 was adjourned.)

FORM 2

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I hereby certify, as the Registered Professional Reporter, Notary Public, that the foregoing proceedings were taken stenographically by me, and thereafter reduced to typewriting by me; and that this transcript is a true and accurate record to the best of my ability.

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By: Mary McKeon, RPR
Mary McKeon, RPR

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