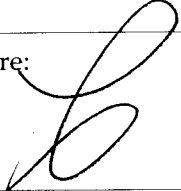


Court of Common Pleas of Philadelphia County
 Trial Division - Civil
TRIAL WORK SHEET

Judge's Name: IDEE C FOX	Judge's I.D.: J405	Signature: 			
Caption: MCCRAY VS TOPPIN		Case Type: FRAUD	Program: ARBITRATION APPEAL		
Court Term and Number: #1408-03893		If Consolidated, Court Term and Number:			
Trial Date: <i>Marcy Pool</i>	<input type="checkbox"/> Jury <input type="checkbox"/> Non-Jury	Total Amount:	Number of Days:	Disposition Date: 05-JAN-2016	Date Sheet Prepared: 05-JAN-2016

Full Description of Disposition (to be entered Verbatim on the Docket)

The court having been advised that the within case has been settled, the case shall be so marked on the docket and removed from the applicable list and inventory of pending cases. If the instant proceedings involve an appeal from a compulsory arbitration award, any lien from the arbitration award is released. This case may be restored to the trial list only upon written order of the team/program leader. This relief shall be requested by formal motion. It is further ordered and decreed that in the following types of cases additional steps must be taken to officially conclude the case: minor's compromises, incompetent/incapacitated person's compromises, wrongful death/survival actions (see PA. R.C.P. 2039, 2064, 2206, Phila Civ. R. No.2039.1, 2206, and joint general court regulation 97-1) and joinder (see PA. R.C.P. 2231).

- | | | |
|---|--|--|
| <input type="checkbox"/> Default Judgment/Court Ordered | <input type="checkbox"/> Jury Verdict for Plaintiff | <input type="checkbox"/> Other (explain) |
| <input type="checkbox"/> Directed Verdict | <input type="checkbox"/> Jury Verdict for Defendant | |
| <input type="checkbox"/> Discontinuance Ordered | <input type="checkbox"/> Mistrial | |
| <input type="checkbox"/> Transferred to binding arbitration | <input type="checkbox"/> Hung Jury | |
| <input type="checkbox"/> Finding for Defendant (Non-Jury) | <input type="checkbox"/> Non-Pros entered | |
| <input type="checkbox"/> Finding for Plaintiff (Non-Jury) | <input type="checkbox"/> Non-Suit entered | |
| <input type="checkbox"/> Damages Assessed | <input checked="" type="checkbox"/> Settled prior to assignment for trial (Team Leaders, only) | |
| <input type="checkbox"/> Judgment entered by agreement | <input type="checkbox"/> Settled after assignment for trial | |
| <input type="checkbox"/> Judgment entered | <input type="checkbox"/> prior to jury selection | |
| <input type="checkbox"/> Judgment satisfied | <input type="checkbox"/> after jury sworn | |

Mccray Vs Toppin-WSPTJ



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DOCKETED
 COMPLEX LIT CENTER

JAN 6 2016

J. STEWART

CHRISTOPHER L. GIDDINGS, P.C.

ATTORNEYS AT LAW



3000 MARKET STREET, SUITE 201
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OFFICE 215.243.3450
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CHRISTOPHER L. GIDDINGS, ESQUIRE *
JOSEPH J. RUSSO, ESQUIRE +
JOHN A. SPITALE, ESQUIRE *
JAMIE T. WIGGINS, ESQUIRE +

* MEMBER PA BAR
+ MEMBER PA & NJ BAR

December 31, 2015

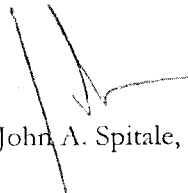
Peter Divon, Manager
Court of Common Pleas of Philadelphia
City Hall, Room 691
Philadelphia, PA

March 2016 (AA)

Re: **Lopez McCray v. Sherman Toppin**
Philadelphia CCP, No. 140803893

Dear Mr. Divon,

The above referenced matter has settled. Please remove it from your pretrial settlement conference list on January 12, 2016 at 9:30. Also, the payment agreement related to the case is attached hereto as **Exhibit A**. Please contact me with any questions or concerns. Thank you.


John A. Spitale, Esquire

cc: Sherman Toppin, Esquire (w/encl.)

LOPEZ McCRAY	:	COURT OF COMMON PLEAS
Plaintiff,	:	OF PHILADELPHIA COUNTY
	:	
vs.	:	AUGUST TERM, 2014
	:	
SHERMAN TOPPIN, ESQUIRE	:	No.: 3893
Defendant	:	

LOPEZ McCRAY	:	COURT OF COMMON PLEAS
Plaintiff,	:	OF PHILADELPHIA COUNTY
	:	
vs.	:	APRIL TERM, 2011
	:	
LAWRENCE STREET ASSOCIATES, LLC	:	No.: 2634
and	:	
IS LAWRENCE STREET	:	
and	:	
ISAF, LP	:	
and	:	
SHERMAN TOPPIN REAL ESTATE, LLC	:	
Defendants.	:	

(Underlying Matter)

PAYMENT AGREEMENT

The undersigned, Lopez McCray (Releasor), being of lawful age and sound mind, in return for the sole consideration set forth below does hereby agree to release, indemnify and forever hold harmless, Sherman Toppin Real Estate, LLC, and Sherman Toppin, Esquire, and their respective affiliates, subsidiaries parents, insurers, officers, directors, employees, supervisors, agents, servants, successors, heirs, executors, administrators, and all other persons, firms, corporations, companies, associations and partnerships (Releasees), from any and all claims, actions, causes of actions, demands, rights, damages, costs, loss of services, expenses and compensation whatsoever, which the undersigned now have or which may hereafter accrue on account of or in any way growing out of any and all knowing and unknown, foreseen and unforeseen, bodily and personal injuries and property damage and the consequences thereof arising out of the slip and fall of the Releasor at 4510 North Lawrence Street, Philadelphia, PA specifically including any and all claims and causes of action for damages which were alleged in, or which could have been alleged in, the above captioned actions.

The consideration given for this General Release and Settlement Agreement is the total payment to Releasor of the sum of twenty five thousand dollars (\$25,000.00) in separate installments due the fifteenth (15th) of the month as follows:

December 15, 2015	\$1,000.00;
December 20, 2015	\$1,500.00;
February 15, 2016	\$1,000.00;
March 15, 2016	\$1,000.00;
April 15, 2016	\$1,000.00;
May 15, 2016	\$1,000.00;
June 15, 2016	\$1,000.00;
July 15, 2016	\$1,000.00;
August 15, 2016	\$1,000.00;
September 15, 2016	\$1,000.00;
October 15, 2016	\$1,000.00;
November 15, 2016	\$1,000.00;
December 15, 2016	\$1,000.00;
January 15, 2017	\$1,000.00;
February 15, 2017	\$1,000.00;
March 15, 2017	\$1,000.00;
April 15, 2017	\$1,000.00;
May 15, 2017	\$1,000.00;
June 15, 2017	\$1,000.00;
July 15, 2017	\$1,000.00.
August 15, 2017	\$1,000.00;
September 15, 2017	\$1,000.00;
October 15, 2017	\$1,000.00;
November 15, 2017	\$1000.00; and
December 15, 2017	\$500.00.

It is understood and agreed that this settlement is the compromise of an undisputed claim and that the payments are being made to satisfy the award in the case of **LOPEZ MCCRAY v.**

SHERMAN TOPPIN REAL ESTATE, LLC tried in the Court of Common Pleas of Philadelphia County, April Term, 2011, No. 2634, an award which was affirmed by the Superior Court of Pennsylvania, 1055 EDA 2013. The payment of the sum recited above represents a full accord and satisfaction of the award.

The undersigned further understand that Sherman Toppin, Esquire acting as agent for Lawrence Street Associates, LLC and Sherman Toppin Real Estate, LLC has agreed to pay the \$25,000.00 in order to avoid trial and an award of damages against him personally. Sherman Toppin, Esquire agrees that if payments are not made in accordance with this agreement, the compromise will be considered to be in default and any outstanding balance will be paid in full by Sherman Toppin, Esquire, out of his personal assets. Failure of the Releasees to make payments in accordance with this release will allow Releasor to reinstate/resume the lawsuit against Sherman Toppin, Esquire personally.

Releasor further agrees to keep the terms of this Agreement completely confidential for which Releasees allocate as consideration one dollar. Releasor shall not disclose terms of this Agreement to anyone other than his accountants, legal counsel or immediate family, and the Internal Revenue Service as required, and shall inform said accountants, legal counsel and immediate family that they are bound by the same terms of confidentiality provisions herein is a material part of the contract which, if breached, shall give Releasees the right to seek remedies as may be available in a court of competent jurisdiction.

Releasor agrees to defend, indemnify and hold harmless Releasees, and each of them, from any claim for contribution or indemnity, and any loss or liability resulting therefrom, arising out of the slip and fall of the Releasor at 4510 North Lawrence Street, Philadelphia, PA and/or the lawsuit referenced above.

Releasor hereby represents, warrants, and agrees that he will satisfy any outstanding Medicare conditional payment(s) or Medicaid payments, that may be or have been made and that Releasor will indemnify and hold harmless the Releasees from any loss, injury, or damages in connection with healthcare liens incurred by the Releasor.

The undersigned further declare and represent that no promise, inducement or agreement not herein expressed has been made to the undersigned and that this Agreement contains the entire agreement made between the parties hereto and that the terms of this Release are contractual and not a mere recital.

The undersigned further declare and represent that Sherman Toppin Real Estate, LLC, and Sherman Toppin, Esquire, and their respective counsel and agents have not made any representation concerning, and shall not be responsible in any manner for any federal or state income tax or other tax which releasor, or any payee, may incur as a result of the payment called for in this Agreement.

The parties agree that this Agreement shall be governed by, and construed in accordance with the laws of the Commonwealth of Pennsylvania.

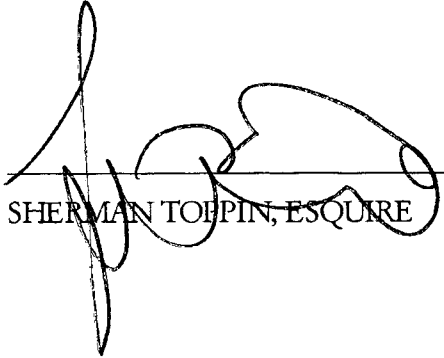
The undersigned hereby declare that the terms of this Agreement have been completely read and the undersigned have had an opportunity to discuss the terms of this Agreement with legal counsel of her choice, and that the terms are fully understood and voluntarily accepted for the

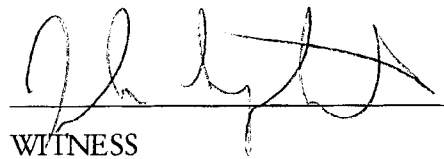
purpose of making a full and final compromise, adjustment and settlement of any and all claims on account of then injuries and damages mentioned above, and for the express purpose of precluding forever any further or additional suits arising out of the aforesaid claims.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 31st day of December, 2015.


LOPEZ MCCRAY


WITNESS


SHERMAN TOPPIN, ESQUIRE


WITNESS