EXHIBIT "A"

A. Payments

The County of Los Angeles, referred to as "the Defendant" in this document entitled Exhibit "A", has agreed to provide Jesus Vargas, hereafter referred to as "the Plaintiff" in Exhibit "A", with the periodic payments as outlined below. The Defendant may elect to purchase a structured settlement annuity from Hartford Life Insurance Company, rated A+15, as determined by A.M. Best Company.

(1) Periodic payments, made according to the following schedule:

Periodic Payments Payable to
Jesus Vargas

Lifetime Monthly Income:
Commencing 12/01/2008,
$4,545.00 payable every month for 30 years certain and life
Compounding at the rate of 2% per annum

Guaranteed Lump Sums:
Commencing 11/01/2011,
$50,000 payable every two years for 12 years certain

All sums and periodic payments set forth in the section entitled Payments constitute damages on account of personal injuries or sickness, arising from an occurrence, within the meaning of Section 104(a)(2) of the Internal Revenue Code of 1986, as amended.

The Plaintiff agrees, however, that he has not received or relied upon any advice or representation as to the tax effect of this Agreement. In accordance therewith, the Plaintiff agrees to hold harmless the Defendant from any losses to Plaintiff incurred, including any loss by reason of a determination by the Internal Revenue Service or other tax authority that said settlement monies do not constitute, in whole or part, damages on account of personal injury or sickness.

B. Qualified Assignment

The Parties hereto acknowledge and agree that the Defendant may make a "qualified assignment" within the meaning of Section 130(c), of the Internal Revenue code of 1986, as amended, to Hartford Comprehensive Employee Benefit Service Company, (hereinafter referred to as "Assignee(s)") of the Defendant's liability to make the periodic payments described in paragraph A(1) herein.

Such assignment, if made, shall be accepted by the Plaintiff without right of rejection and shall completely release and discharge the Defendant from such obligations hereunder as are assigned to Assignee(s).

The obligation assumed by Assignee(s) with respect to any required payment shall be discharged upon the mailing on or before the due date of a valid check, in the amount specified to the address of record.

The Plaintiff hereto expressly understands and agrees that upon the qualified assignment being made by the Defendant to Assignee(s) as authorized by this agreement, all of the duties and responsibilities to make the periodic payments otherwise imposed upon the Defendant by this agreement shall instead be binding upon Assignee(s), and the Defendant shall be released from all obligations to make said periodic payments, and Assignee(s) shall at all times remain directly and solely responsible for and shall receive credit for all such payments made to Plaintiff. It is further understood and agreed that, upon such a qualified assignment, Assignee(s) assume all of the duties and responsibilities of the Defendant to make the periodic payments.

The Plaintiff agrees that:

(1) Periodic payments under this Settlement Agreement from Assignee(s) cannot be accelerated, deferred, increased or decreased by the Plaintiff.

(2) The Assignee's obligation for payment of the periodic payments shall be no greater than the obligation of the person or entity originally liable (whether by suit or agreement) for payment and from whom the obligation is assigned.

C. Plaintiff's Right to Payments

The Defendant and/or Assignee(s) shall not segregate or set aside any of its assets to fund the payments to Plaintiff required herein. Payments hereunder cannot be accelerated, deferred, increased or decreased by the Plaintiff and/or Assignee(s) and no part of the payment(s) called for herein or any assets of the Defendant and/or Assignee(s) is to be subject to execution of any legal process for any obligation in any manner. Furthermore, the Plaintiff shall not have the power to sell or mortgage or encumber the same, or any part thereof, anticipate the same, or any part thereof, by assignment or otherwise.

D. Right to Purchase an Annuity

Plaintiff agrees that the Defendant and/or Assignee(s) shall have the right to fund its liability to make periodic payments by purchasing a "qualified funding asset", within the meaning of Section 130(d) of the Code, in the form of an annuity policy from Hartford Life Insurance Company, (hereinafter referred to as "Annuity Carrier(s)").

The Defendant and/or its Assignee(s) shall be the owner of the annuity policy or policies, and shall have all rights of ownership.

The Defendant and/or its Assignee(s) may have Annuity carrier(s) mail payments directly to the Plaintiff. The Plaintiff shall be responsible for maintaining the currency of the proper mailing address and mortality information to Assignee(s).

E. Plaintiff's Beneficiary

Any payments to be made after the death of the Plaintiff pursuant to the terms of this Settlement Agreement and Release shall be made to such person or entity as shall be designated in writing by said Plaintiff to the Defendant or the Defendant's Assignee(s). If no person or said entity is so designated by the Plaintiff, or if the person designated is not living at the time of the Plaintiff's death, such payment shall be made to the Estate of the Plaintiff.

Plaintiff: Jesus Vargas

By: _____
Jesus Vargas

Plaintiff's Attorney: Sigelman & Associates

By: _____
Kenneth M. Sigelman, Esq.

FULL RELEASE OF ALL CLAIMS AGREEMENT

This Settlement Agreement is entered into between and among JESUS VARGAS (hereinafter "Releasors") and COUNTY OF LOS ANGELES (hereinafter "Releasees/COUNTY OF LOS ANGELES" or "Defendant").

1. Full Release of All Liability

For and in full consideration of the payment of One Million Three Hundred Thousand Dollars ($1,300,000.00) plus the structured settlement annuity payments which are being purchased at a cost of One Million Two Hundred Thousand Dollars ($1,200,000.00) by Releasees/COUNTY OF LOS ANGELES or "Defendants" for the benefit of Jesus Vargas (hereinafter "Releasors") as set forth in Exhibit "A," attached hereto, Releasors, individually and on behalf of his spouse, agents, children, heirs, executors, administrators, successors in interest and assigns, release, acquit, and forever discharge and/or hold harmless, indemnify and defend COUNTY OF LOS ANGELES, its attorneys, claims administrators, adjusters, investigators, insurers, physicians, nurses, aides, medical facilities and clinics (hereinafter "Releasees"), and all the respective officers, directors, agents, servants and employees of each of the above Releasees, of and from any and all claims, actions, causes of actions, demands, rights, damages, costs, loss of service, expenses and compensation whatsoever, which the undersigned now have or which may hereafter accrue or otherwise be acquired on account of or in any way growing out of any and all known and unknown, foreseen and unforeseen bodily and personal injuries, and the consequences thereof of any of the above which may result in the future from the alleged acts or omissions of the Releasees including the accident, casualty or event which occurred on or about June 8, 2006 to July 22, 2006, at or near LAC/USC Medical Center involving Jesus Vargas, as set forth, but not limited to, that lawsuit filed in Los Angeles Superior Court and entitled Vargas v. County of Los Angeles, Superior Court case number BC374149. This release expressly releases any future potential claim for wrongful death of Jesus Vargas.

2. Waiver

It is further understood and agreed that all rights under Section 1542 of the Civil Code of California and any similar law of any state or territory of the United States are hereby EXPRESSLY WAIVED.

SAID SECTION READS AS FOLLOWS:
"1542. GENERAL RELEASE; EXTENT. A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR."

Releasors hereby declare and represent that the injuries sustained are or may be permanent and/or progressive and that recovery therefrom is uncertain and indefinite. In making this Release, it is understood and agreed, that Releasors rely wholly upon their judgment, belief

and knowledge of the nature and extent and duration of said injuries and liability therefore. It is further understood and agreed that this Release is made without reliance upon any statement or representation of the party or parties hereby released or their representatives or by any physician or surgeon employed or affiliated with them.

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

PENAL CODE SECTION 72 STATES:

"FRAUDULENT CLAIMS; PRESENTATION; INTENT: PUNISHMENT: EVERY PERSON WHO, WITH INTENT TO DEFRAUD, PRESENTS FOR ALLOWANCE OR FOR PAYMENT TO ANY STATE BOARD OR OFFICER, OR TO ANY COUNTY, CITY, OR DISTRICT BOARD OR OFFICER, AUTHORIZED TO ALLOW OR PAY THE SAME IF GENUINE, ANY FALSE OR FRAUDULENT CLAIM, BILL, ACCOUNT, VOUCHER, OR WRITING, IS PUNISHABLE EITHER BY IMPRISONMENT IN THE COUNTY JAIL FOR A PERIOD OF NOT MORE THAN ONE YEAR, BY A FINE OF NOT EXCEEDING ONE THOUSAND DOLLARS ($1,000), OR BY BOTH SUCH IMPRISONMENT AND FINE, OR BY IMPRISONMENT IN THE STATE PRISON, BY A FINE OF NOT EXCEEDING TEN THOUSAND DOLLARS ($10,000), OR BY BOTH SUCH IMPRISONMENT AND FINE.

AS USED IN THIS SECTION "OFFICER" INCLUDES A "CARRIER," AS DEFINED IN SECTION 14124.70(a) OF THE WELFARE AND INSTITUTIONS CODE, AUTHORIZED TO ACT AS AN AGENT FOR A STATE BOARD OR OFFICER OR A COUNTY, CITY, OR DISTRICT BOARD OR OFFICER, AS THE CASE MAY BE."

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

3. Final Compromise: No Admissions

The Releasors agree and acknowledge that they accepts payment of the sums specified in this Settlement Agreement as a full and complete compromise of matters involving a doubtful and disputed claim; that neither payment of the sums by Releasee, nor the negotiations for this settlement (including all statements, admissions, or communications by the Releasee and its attorney or representatives) shall be considered admissions by them; that Releasees deny any and all liability and merely intend to avoid the uncertainties of litigation; and that no past or present wrongdoing on the part of the Releasee shall be implied by such payments or negotiations.

In making this Agreement and release, it is understood and agreed that the Releasors, on behalf of themselves and their heirs, decedent's heirs, executors, wards, administrators, agents, parents, successors in interest, attorneys, and assigns, acknowledge and agree that the Releasees have at all times pertinent hereto negotiated, bargained, and settled this matter in good faith and

have, at all times pertinent hereto, conducted themselves accordingly. Releasors specifically waive and relinquish any and all rights, actions, causes of action, claims, demands, damages, costs, losses, expenses, and compensation which are in any fashion based upon the principles set forth in the cases of Royal Globe Insurance Co. v. Superior Court, Rodriguez v. Fireman's Fund, and their progeny, and/or any law or statute of the State of California and/or United States of America.

4. Delivery of Dismissal with Prejudice

Concurrently with the execution of this Settlement Agreement, plaintiff or counsel for plaintiff will deliver to defendant's representative or counsel for defendant an executed Dismissal with Prejudice of the entire civil action described herein. Plaintiffs have authorized plaintiff's attorney to execute this Dismissal on their behalf and hereby authorize counsel for defendant to file said Dismissal with the Court and enter it as a matter of record.

5. Cooperation of the Parties

All parties agree to cooperate fully and to execute any and all supplementary documents and to take all additional actions that may be necessary or appropriate to give full force and effect to the basic terms and intent of this Settlement Agreement and which are not inconsistent with its terms.

6. Advice of Counsel

In entering into this Settlement Agreement, the Releasors represent that they have relied upon the advice of counsel, who is an attorney of their own choice, and that the terms of this Settlement Agreement have been completely read and explained to them by their attorney and that these terms are fully understood and voluntarily accepted by them. If Releasors are not fluent in the English language, they hereby represent that the terms of this agreement have been read and explained to them in their native language, and that the terms of this agreement are fully understood and voluntarily accepted by them.

7. Liens and Other Claims

Releasors hereby hold Releasees harmless from any claim and/or lien by any other party including but not limited to compensation carriers, medical insurance carriers, governmental entities who are interested, other heirs not plaintiffs to this action, and other parties who may assert a lien, such as prior counsel, who have or may have any claim arising out of the incidents herein and agrees to hold harmless, defend and indemnify the Releasees, if so requested, COUNTY OF LOS ANGELES, including the payment of reasonable attorney's fees, for any and all such claims which COUNTY OF LOS ANGELES may be forced to defend. To the parties' knowledge, plaintiff does not have a Medi-Cal lien. Plaintiff will not be responsible for any liens asserted by Medi-Cal or the County of Los Angeles for medical care costs as a result of the injuries alleged to date in this lawsuit.

8. Warranty of Capacity to Execute Agreement

Releasors represent and warrant that no other person or entity has or has had any interest in the claims, demands, obligations or causes of action referred to in this Settlement Agreement except as otherwise set forth herein and that she has the sole right and exclusive authority to execute this Settlement Agreement and receive the sums specified in it; and that they have not sold, assigned, transferred, conveyed or otherwise disposed of any of the claims, demands, obligations, or causes of action referred to in this Settlement Agreement.

9. Governing Law

This Settlement Agreement shall be construed and interpreted in accordance with the laws of the State of California. The use of the male pronoun in this release shall apply equally to the female; the use of the singular shall apply to the plural, and vice versa.

10. Attorneys' Fees and Costs

Except as set forth herein, each party hereto shall bear all attorneys' fees and costs arising from the actions of its counsel in connection with this action, this Settlement Agreement and the matters and documents referred to herein and all related matters.

WE HAVE READ THE FOREGOING RELEASE AND FULLY UNDERSTAND AND ACCEPT IT.

Jesus Vargas — Date: 08/28/08

Sandra Vargas — Date: 08/28/08

I, Kenneth Sigelman, attorney for Jesus Vargas and Sandra Vargas, hereby represent and declare that I have fully explained this Settlement Agreement and Release to said persons, and that they have acknowledged understanding to me of this Settlement Agreement and Release and the legal effect thereof and I have advised them to sign it.

Kenneth Sigelman, Esq. — Date: 8/28/08