

SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement is entered into between and among **EDMUNDO DANIEL RODRIGUEZ; CHRISTINA LIZETTE RODRIGUEZ; KIMBERLY RODRIGUEZ**, all **Individually and as Successors in Interest of EDITH ISABEL RODRIGUEZ, Deceased** (hereinafter "Releasers/Plaintiffs/Parties"), and the **COUNTY OF LOS ANGELES**, a municipal corporation, **ALEX GARDEA; MARCELINO PEREZ; PHILLIP PEREZ, GUSTAVO OCHOA; JOSE CARRILLO, LINDA RUTTLEN, R.N., DEBORAH KING, and EZEQUIEL VARELA** (hereinafter "Releasees/Defendants/COUNTY").

RECITALS

A. On or about June 26, 2007, Plaintiffs caused to be filed a Complaint (hereinafter "Complaint") against Defendants in the Superior Court, State of California, County of Los Angeles Case No. **TC021140** entitled Edmundo Daniel Rodriguez, et al. v. County of Los Angeles, et al. which Complaint alleges certain acts and/or omissions by Defendants. On or about November 5, 2007, Plaintiffs caused to be filed a First Amended Complaint, on or about November 30, 2007, Plaintiffs caused to be filed a Second Amended Complaint, on or about February 4, 2008, Plaintiffs caused to be filed a Third Amended Complaint, on or about February 11, 2008, Plaintiffs caused to be filed a Fourth Amended Complaint, on or about April 28, 2008, Plaintiffs caused to be filed a Fifth Amended Complaint, and on or about July 26, 2008 Plaintiffs caused to be filed an Amendment to the Fifth Amended Complaint against Defendants in the Superior Court, State of California, County of Los Angeles Case No. **TC021140** entitled Edmundo Daniel Rodriguez, et al. v. County of Los Angeles, et al. which Complaints allege certain acts and/or omissions by Defendants.

B. The parties desire to enter into a settlement in order to provide for certain payments in full settlement and discharge of all claims which are or might have been the subject of the Complaint and Amended Complaints (herein after "Complaints") and other potential causes of action, upon the terms and conditions set forth in this Settlement Agreement and Release.

NOW, THEREFORE, it is hereby agreed as follows:

1. **Full Release of All Liability:**

For and in full consideration of the County's agreement to make payments, benefits and other conditions set forth in Exhibit "A" (incorporated herein as though fully set forth) Releasors, individually, and on behalf of themselves and their heirs, agents, parents, executors, administrators, successors in interest and assigns, release, acquit and forever discharge and/or hold harmless, indemnify and defend the County of Los Angeles, Alex Gardea, Marcelino Perez, Phillip Perez, Gustavo Ochoa, Jose Carrillo, Linda Ruttlen, RN, Deborah King, and Ezequiel Varela ("COUNTY") and their past, present and future officers, directors, attorneys, physicians, nurses, claims administrators, adjusters, investigators, insurers, Board of Supervisors, 911 dispatchers, and law enforcement officers, of the above Releasees and all the respective agents, servants, representatives, employees, subsidiaries, affiliates, partners, predecessors and successors in interest, assigns, and insurers(hereinafter "Releasee") of and from any and all past, present, or future claims, demands, obligations, actions, causes of action (including any wrongful death claims, rights, compensatory or punitive damages, costs, loss of services, comfort, and society, consortium, expenses and compensations of any nature whatsoever, which the Releasors or any other party to this litigation now has or which may hereinafter accrue out of, or which are the subject of the Complaints (and related pleadings) including, but not limited to, any and all

known and unknown claims for bodily injuries, personal injuries, and wrongful death to or of the Plaintiff and the consequences thereof which may have resulted, or which may result in the future, from the alleged negligent acts and/or omissions of the Releasee.

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 and 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, and 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, surgeon, or officer by them employed.

Except as otherwise provided herein, Releasors further hold the Releasees harmless from any claim by any other party, except any claim by Jose Prado, including but not limited to heirs, agents, medical insurance carriers, governmental entities, individuals who are interested in or

have any claim arising out of the incidents herein, and will hold harmless, defend and indemnify, if requested, the Releasees.

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.

2. **Delivery of Dismissal with Prejudice**

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

3. **Final Compromise: No Admissions**

The Releasors agree and acknowledges that they accept payment of the sums specified in this Settlement Agreement as a full and complete compromise of matters involving disputed issues: that neither payment of the sums by Releasees, or its assignee, nor the negotiations for this settlement (including all statements, admissions, or communications by the Releasees and its attorney or representatives) shall be considered admissions by them; and that no past or present wrongdoing on the part of the Releasees shall be implied by such payments or negotiations.

4. **Cooperation of the Parties**

All parties agree to cooperate fully and execute any and all supplementary documents and to take 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 Release.

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5. **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(s) of their own choice, and that the terms of this Settlement Agreement have been completely read and explained to them by their attorneys and that these terms are fully understood and voluntarily accepted by Releasors.

6. **Warranty of Capacity to Execute Agreements**

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 they have 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.

7. **Entire Agreement**

This Settlement Agreement and General Release contains the entire agreement between the parties hereto, and fully supersedes any and all prior agreements or understandings between the parties hereto pertaining to the subject matter hereof. The terms of this Settlement Agreement are contractual and not a mere recital.

8. **Enforcement**

Each party to this Settlement Agreement and Release reserves any and all right any party may have to enforce this Agreement whether at law, in equity, or otherwise. In the event that

9. **Governing Law**

This Settlement Agreement shall be construed and interpreted in accordance with the laws of the State of California.

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 the Complaint, this Settlement Agreement and the matters and documents referred to herein, the filing of a Dismissal of the Complaint and all related matters.

I HAVE READ THE FOREGOING SETTLEMENT AGREEMENT AND RELEASE AND FULLY UNDERSTAND AND ACCEPT IT.

DATED: 3-21-09


EDMUNDO DANIEL RODRIGUEZ
(Releasor/Plaintiff)

DATED: _____

CHRISTINA LIZETTE RODRIGUEZ
(Releasor/Plaintiff)

DATED: _____

KIMBERLY RODRIGUEZ
(Releasor/Plaintiff)

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10. **Attorneys' Fees and Costs**

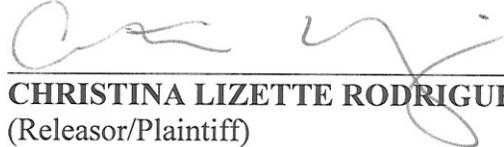
Except as set forth herein, each party hereto shall bear all attorneys' fees and costs arising from the actions of its counsel in connection with the Complaint, this Settlement Agreement and the matters and documents referred to herein, the filing of a Dismissal of the Complaint and all related matters.

I HAVE READ THE FOREGOING SETTLEMENT AGREEMENT AND RELEASE AND FULLY UNDERSTAND AND ACCEPT IT.

DATED: _____

EDMUNDO DANIEL RODRIGUEZ
(Releasor/Plaintiff)

DATED: 3-20-09



CHRISTINA LIZETTE RODRIGUEZ
(Releasor/Plaintiff)

DATED: _____

KIMBERLY RODRIGUEZ
(Releasor/Plaintiff)

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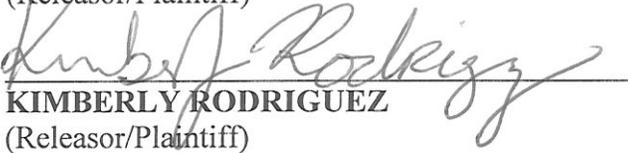
DATED: _____

EDMUNDO DANIEL RODRIGUEZ
(Releasor/Plaintiff)

DATED: _____

CHRISTINA LIZETTE RODRIGUEZ
(Releasor/Plaintiff)

DATED: 3/23/09



KIMBERLY RODRIGUEZ
(Releasor/Plaintiff)

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We, Frank Casco, Jr., Carl E. Douglas, and Drew Antablin attorneys for the Releasors/Plaintiffs, hereby represent and declare that we have fully explained the foregoing Release to **EDMUNDO DANIEL RODRIGUEZ; CHRISTINA LIZETTE RODRIGUEZ; KIMBERLY RODRIGUEZ**, all Individually and as Successors in Interest of **EDITH ISABEL RODRIGUEZ, Deceased** and they have acknowledged to us that they understand and accept said Release and the legal effect thereof and we have advised them to sign it.

DATED: _____

DREW ANTABLIN, ESQ.
Attorney for Plaintiff

DATED: _____

CARL DOUGLAS, ESQ.
Attorney for Plaintiff

DATED: 3/18/2009

FRANK CASCO, JR., ESQ.
Attorney for Plaintiff

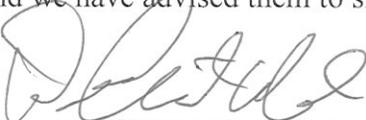
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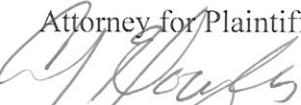
We, Frank Casco, Jr., Carl E. Douglas, and Drew Antablin attorneys for the Releasors/Plaintiffs, hereby represent and declare that we have fully explained the foregoing Release to **EDMUNDO DANIEL RODRIGUEZ; CHRISTINA LIZETTE RODRIGUEZ; KIMBERLY RODRIGUEZ, all Individually and as Successors in Interest of EDITH ISABEL RODRIGUEZ, Deceased** and they have acknowledged to us that they understand and accept said Release and the legal effect thereof and we have advised them to sign it.

DATED: 3/20/09



DREW ANTABLIN, ESQ.
Attorney for Plaintiff

DATED: 3/20/09



CARL DOUGLAS, ESQ.
Attorney for Plaintiff

DATED: _____

FRANK CASCO, JR., ESQ.
Attorney for Plaintiff

EXHIBIT A

A. Payments

In consideration for the Settlement Agreement and Release to which this document is attached and incorporated, the County of Los Angeles (hereinafter referred to as County) hereby agrees to pay the following sums in the designated manner:

(1) Payments due at the time of Settlement as follows:

Payment of \$2,184,600 made payable to Edmundo Daniel Rodriguez, Christina Rodriguez, Kimberly Rodriguez, Law Offices of Casco and Associates, The Douglas Law Group, and Antablin and Bruce;

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

Payee: Edmundo Daniel Rodriguez

\$2,000.00 payable monthly for 6 years 9 months certain only, beginning January 15, 2010. Last guaranteed payment due September 15, 2016.
\$100,000.00 payable on January 15, 2020.

Payee: Christina Rodriguez

\$2,006.00 payable monthly for 10 years certain only, beginning January 15, 2010.
Last guaranteed payment due December 15, 2019.
\$100,000.00 payable on January 15, 2020.

Payee: Kimberly Rodriguez Marquez

\$2,006.00 payable monthly for 10 years certain only, beginning January 15, 2010.
Last guaranteed payment due December 15, 2019.
\$100,000.00 payable on January 15, 2020.

Payee: Carl E. Douglas, Esq. for the convenience to Edmundo Daniel Rodriguez

\$800.00 payable monthly for 8 years certain only, beginning May 8, 2020.
Last guaranteed payment due April 8, 2028.

The Plaintiff authorizes and instructs payments to be made to his/her attorney as provided herein. The Plaintiff acknowledges and agrees that these payment instructions are solely for the Plaintiff's convenience and do not provide the

Plaintiff's attorney with any ownership interest in any portion of the annuity or settlement. These instructions give plaintiff's attorney only the right to receive the payments in the future as more specifically set forth herein. Carl E. Douglas does not have a right to the present value of such periodic payments and is only entitled to receive his fee from the Claimant as set for above.

Payee: Franklin Casco, Jr., Esq. for the convenience to Christina Rodriguez
\$1,509.00 payable monthly for 5 years certain only, beginning August 8, 2011.
Last guaranteed payment due on July 8, 2016.

The Plaintiff authorizes and instructs payments to be made to his/her attorney as provided herein. The Plaintiff acknowledges and agrees that these payment instructions are solely for the Plaintiff's convenience and do not provide the Plaintiff's attorney with any ownership interest in any portion of the annuity or settlement. These instructions give plaintiff's attorney only the right to receive the payments in the future as more specifically set forth herein. Franklin Casco, Jr. does not have a right to the present value of such periodic payments and is only entitled to receive his fee from the Claimant as set for above.

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.

Payee(s) agree, however, that they have not received or relied upon any advice or representation from the County, or their attorneys, including advice or representation as to the tax effect of this Agreement. In accordance therewith, Payee(s) agree to hold harmless the County from any losses to Payee(s) 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 County may make a "qualified assignment" within the meaning of Section 130(c), of the Internal Revenue Code of 1986, as amended, to New York Life Insurance & Annuity Corporation [hereinafter referred to as Assignee(s)] of the County's liability to make the periodic payments described in paragraph A(2) herein.

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

The obligation assumed by Assignee with respect to any required payment shall be discharged upon the mailing of a check or electronic funds transfer on or before the due date of a valid payment in the amount specified to the address of record. In the event Payee notifies the Assignee that a check has not been received, or that an electronic transfer has not been deposited,

Assignee will initiate a stop payment action, and, upon confirmation that such check has not been negotiated or electronic funds transfer deposited, Assignee shall issue a replacement check or electronic funds transfer.

The Payee(s) hereto expressly understand and agree that upon the qualified assignment being made by the County to Assignee(s) as authorized by this agreement, all of the duties and responsibilities to make the periodic payments otherwise imposed upon the County by this agreement shall instead be binding upon Assignee(s), and the County 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 Payee(s). It is further understood and agreed that, upon such a qualified assignment, Assignee(s) assumes all of the duties and responsibilities of the County to make the periodic payments.

The Payee(s) agree that:

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

(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 was assigned.

C. Payee's Right to Payments

The County and/or Assignee(s) shall not segregate or set aside any of its assets to fund the payments to Payee(s) required herein. Payments hereunder cannot be accelerated, deferred, increased or decreased by the Payee(s) and/or Assignee(s) and no part of the payment(s) called for herein or any assets of the County and/or Assignee(s) is to be subject to execution of any legal process for any obligation in any manner. Furthermore, the Payee(s) 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

Payee(s) agree that the County 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(c) of the Code, in the form of annuity policies from New York Life Insurance Company [hereinafter referred to as Annuity Issuer(s)].

The County and/or its Assignee(s) shall be the owner of the annuity policy or policies, and shall have all rights of ownership. The County and/or its Assignee(s) may have Annuity Issuer(s) mail payments directly to the Payee(s). The Payee(s) shall be responsible for maintaining the currency of the proper mailing address and mortality information to Assignee(s).

E. Payee's Beneficiary

Any payments to be made after the death of the Payee(s) pursuant to the terms of this Settlement Agreement and Release shall be made to such person or entity as shall be designated in writing at the time of settlement by said Payee(s) to the County or the County's Assignee(s). If no person or said entity is so designated by the Payee(s), or if the person designated is not living at the time of the Payee's death, such payments shall be made to the estate of the Payee(s). No such designation, nor any revocation thereof, shall be effective unless it is in writing and delivered to the County or the County's Assignee(s). The designation must be in a form acceptable to the County or the County's Assignee(s) before such payments are made.