

SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release is entered into between GLADYS HEIDI SANDOVAL (hereinafter "Plaintiff") and COUNTY OF LOS ANGELES (hereinafter "Defendant").

RECITALS

A. On or about June 27, 2006, Plaintiff filed a Complaint (hereinafter "Complaint") against Defendant in the Superior Court of the State of California, County of Los Angeles, Complaint No. BC 354602 which Complaint alleges certain tortious acts and/or omissions by Defendant and others.

B. The parties hereto desire to enter into a settlement in order to provide for certain payments in full settlement and discharge of all claims which are the subject of the Complaint on the terms and conditions set forth herein.

NOW, THEREFORE, it is hereby agreed as follows:

1. Full Release of All Liability:

In consideration of the payments provided for herein, Plaintiff on behalf of herself and her heirs, agents, parents, successors in interest and assigns hereby RELEASES, HOLDS HARMLESS, ACQUITS and forever DISCHARGES Defendant and its past, present, and future attorneys, agents, servants, representatives, employees, subsidiaries, affiliates, partners, predecessors and successors in interest, assigns, and insurers (hereinafter "Releasees" or "Defendant"), and all parties, named and unnamed, known and unknown, of and from any and all past, present, or future claims, demands, liens, obligations, actions, causes of action, wrongful death claims, claims for violation of civil rights, claims for loss of services, comfort and society, rights, damages, costs, expenses and compensation of any nature whatsoever, including, but not

limited to, claims which Plaintiff now has or which may hereinafter accrue or otherwise be acquired on account of, or in any way growing out of or which are the subject of the Complaint (and related pleadings) including, but not limited to, any and all known and unknown claims for bodily injuries, personal injuries, violation of civil rights and wrongful death to or of the Plaintiff and the consequences thereof which have resulted or which may result in the future, from the alleged wrongful and/or negligent acts and/or omissions of the Defendant/Releasee.

This Release and Discharge shall be a fully binding and complete settlement between the parties hereto, all parties represented by or claiming through such parties, and all parties, named or unnamed, known, or unknown, excepting only the executory provisions of this Settlement Agreement.

FOR AND IN CONSIDERATION of the covenants hereinafter contained, and the mutual relinquishment of their respective legal rights, THE PARTIES, on behalf of themselves, their antecedents, successors, former, present, and future assigns, agents, servants, managers, employees, affiliates, representatives, heirs, spouses, and attorneys, and any others claiming through or on behalf of THE PARTIES, and each of them, hereby agree and fully release and discharge each other, their antecedents, successors, former, present and future assigns, agents, servants, general partners, limited partners, officers, directors, employees, representatives, managers, heirs, and attorneys, all of whom, along with THE PARTIES, are collectively referred to as the "RELEASED PERSONS," as follows:

- (a) Without limiting the generality of the release set forth in paragraph), THE PARTIES release and discharge each other and their RELEASED PERSONS from any and all claims by them,

whether known or unknown, suspected or unsuspected, by reason of any matter or thing alleged in or referred to in, directly or indirectly, or in any way connected with or arising out of the ACTIONS, as well as any matters, causes or things that were, or could have been, alleged in the ACTIONS. In accordance with the foregoing, THE PARTIES agree to execute and cause to be filed such documents as are necessary to dismiss the ACTIONS with prejudice, including any and all appeals relating thereto.

Plaintiff understands that she may have suffered injuries that are unknown to her at the present and that unknown complications may arise in the future. Plaintiff acknowledges that the sums paid in consideration of this Settlement Agreement are intended to and do release and discharge any claims by her in regard to now known or unknown injuries and complications and she waives any rights under Section 1542 of the Civil Code of the State of California, which provides as follows:

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.

For the protection of the undersigned, California law requires Insurance Code Section 556 to appear on this agreement. Section 556 provides as follows:

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It is unlawful to:

(a) Present or cause to be presented any false or fraudulent claim for the payment of a loss under a contract of insurance.

(b) Prepare, make, or subscribe any writing, with intent to present or use the same, or to allow it to be presented or used in support of any such claim.

Every person who violates any provision of this section is punishable by imprisonment in the State prison not exceeding three years, or by fine not exceeding one thousand dollars, or by both.

Except as otherwise provided herein, Releasor/Plaintiff further holds Releasee harmless from any claim by any other party, including but not limited to, medical insurance carriers, governmental entities, or other persons or entities who are interested in or have any claim arising out of the incidents herein, and will hold harmless, defend and indemnify, if requested, the Releasee hereby released.

Releasor/Plaintiff further declares and represents that no promise, inducement or agreement not herein expressed has been made to Releasor/Plaintiff, and that this Settlement Agreement and Release contains the entire agreement between the parties hereto, and that the terms of the Settlement Agreement and Release are contractual and not a mere recital.

Penal Code Section 72:

"PRESENTING FALSE CLAIM TO PUBLIC BOARD OR OFFICER. 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 (\$1,000.00), OR BOTH SUCH IMPRISONMENT AND FINE, OR BY IMPRISONMENT IN THE STATE PRISON, BY A FINE OR NOT EXCEEDING TEN THOUSAND DOLLARS (\$10,000.00), OR BY BOTH SUCH IMPRISONMENT AND FINE.

AS USED IN THIS SECTION, "OFFICER" INCLUDES A "CARRIER," AS DEFINED IN SECTION 1421 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."

2. Payments:

As consideration for the Release set forth herein, Defendant hereby agrees to pay the following sum in the manner designated as follows:

A. Cash Payments:

1. \$75,000, payable to plaintiff, Gladys Heidi Sandoval for alleged emotional distress damages, and to her counsel of record, Jill Shigut.

The payment will be made after Plaintiff provides Defendant with a fully executed Request for Dismissal, and this fully executed Release.

3. Liens:

Plaintiff will indemnify and hold the Defendant harmless from any liens, including but not limited to Medi-Cal liens, or other State, Federal, or private liens, or claims for fees that may have been or may be asserted in this suit, or upon the proceeds of the settlement.

4. Final Compromise: No Admissions:

The Plaintiff agrees and acknowledges that she accepts payment of the sum specified in this Settlement Agreement as a full and complete compromise of matters involving disputed issues; that neither payment of the sum by Defendant, or its assignee, nor the negotiations for this settlement, (including all statements, admissions, or communications by the Defendant and its attorneys or representatives), shall be considered admissions by Defendant and that no past or present wrongdoing on the part of the Defendant shall be implied by such payments or negotiations.

In making this Agreement and Release, it is understood and agreed that the undersigned, on behalf of herself and her heirs, executors, wards, administrators, agents, officers, directors, shareholders, successors in interest, attorneys, and assigns, acknowledges and agrees that the Releasee has at all times pertinent hereto negotiated, bargained, and settled this matter in good faith and has, at all times pertinent hereto, conducted itself in good faith. Therefore, the undersigned on behalf of herself and her heirs, executors, wards, administrators, agents, officers, directors, shareholders, successors in interest, attorneys and assigns, specifically waives and relinquishes 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 California Insurance Code §790.03(h) and §1861.03(a).

The undersigned hereby authorizes and directs her attorney to dismiss forthwith, all causes of action with prejudice, in the aforementioned legal action bearing case number BC 354602, and each party, Plaintiff/Releasor and Defendant/Releasee, will bear its/her own attorneys' fees and costs.

5. Delivery of Dismissal With Prejudice As to All Other Defendants

It is understood and agreed that concurrent with execution of the Settlement Agreement and Release, counsel for Plaintiff/Releasor will deliver to counsel for County of Los Angeles, an executed Dismissal with Prejudice as to all other named defendants except for County of Los Angeles. It is further understood and agreed that settlement funds described herein are being paid to Plaintiffs/Releasors only by County of Los Angeles. Subject to approval by the court, Plaintiff/Releasor has authorized Plaintiff/Releasor's attorney to execute these Dismissals on his behalf and hereby authorizes counsel for Defendant to file the Dismissal with the Court and enter them as a matter of record when payment specified in Section 1 above, and written, executed waivers of any rights they may have to seek recovery of costs and/or legal action for malicious prosecution, have been received.

6. Integration:

This Settlement Agreement and Release contains the entire agreement between the Plaintiff and the Defendant with respect to the subject matter hereof and shall be binding upon and inure to the benefit of the parties hereto and the executors, administrators, personal representatives, heirs, successors and assigns of each. This

Settlement Agreement and Release supersedes all prior and contemporaneous oral and written agreements and discussions and may be amended only upon an agreement in writing.

7. Jurisdiction:

This Settlement Agreement and Release is entered into in the State of California and shall be construed and interpreted in accordance with its laws.

8. Advice of Counsel:

In entering into this Settlement Agreement, the Plaintiff represents that she has relied upon the advice of counsel, who is an attorney of her own choice and that the terms of this Settlement Agreement have been completely read and explained to her by her attorney and that these terms are fully understood and voluntarily accepted by her.

9. 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 which are not inconsistent with its terms.

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10. Admissibility: Pursuant to Evidence Code section 1123, the parties understand and agree that this Settlement Agreement and Release is admissible and subject to disclosure.

11. Signatures:

I HAVE READ THE FOREGOING RELEASE AND FULLY

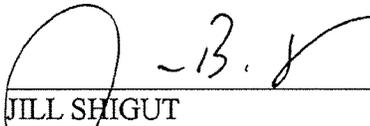
UNDERSTAND AND ACCEPT IT.

Dated: 6/26/07


GLADYS HEIDI SANDOVAL

I, Jill Shigut, attorney for the Releasor/Plaintiff, hereby represent and declare that I have fully explained the foregoing Settlement Agreement and Release to the Plaintiff and she has acknowledged to me that she understands and accepts the Settlement Agreement and Release and the legal effect thereof.

Dated: 6/26/07


JILL SHIGUT
Attorney for Plaintiff
GLADYS HEIDI SANDOVAL

Dated: _____

LIEUTENANT SHAUN J. MATHERS
L.A. County Sheriff's Department
Civil Litigation Unit

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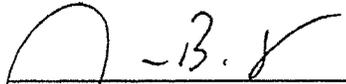
I HAVE READ THE FOREGOING RELEASE AND FULLY UNDERSTAND AND ACCEPT IT.

Dated: 6/26/07


GLADYS HEIDI SANDOVAL

I, Jill Shigut, attorney for the Releasor/Plaintiff, hereby represent and declare that I have fully explained the foregoing Settlement Agreement and Release to the Plaintiff and she has acknowledged to me that she understands and accepts the Settlement Agreement and Release and the legal effect thereof.

Dated: 6/26/07


JILL SHIGUT
Attorney for Plaintiff
GLADYS HEIDI SANDOVAL

Dated: 11/27/07


~~LIEUTENANT SHAUN J. MATHERS~~
L.A. County Sheriff's Department
Civil Litigation Unit
CAPTAIN DAVID LONG