

## FULL RELEASE OF ALL CLAIMS AGREEMENT

This Settlement Agreement is entered into between and among Uriel Guerrero, a minor by and through his Guardian ad Litem, Oscar Guerrero, and Miriam Arriola (hereinafter "Releasors") and the COUNTY OF LOS ANGELES (hereinafter "Releasees/COUNTY OF LOS ANGELES" or "Defendant").

### I. Full Release of All Liability

For and in full consideration of Eight Hundred Thousand Dollars and no cents (\$800,000.00), payable by COUNTY OF LOS ANGELES, Releasors, individually and on behalf their agents, children, spouse, 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, including wrongful death, which the undersigned now has 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 September 7, 2008 (as well as all events leading up to and thereafter), at or near Olive View-UCLA Medical Center, involving Miriam Arriola and Uriel Guerrero, as set forth, but not limited to, that lawsuit filed in Los Angeles Superior Court and entitled Guerrero v. Los Angeles County, et al., Superior Court case number Case No. BC 412454.

The settlement proceeds are to be paid as follows:

- 1) A check for the fees and costs totaling \$239,281 will be made payable to "Law Offices of Nathaniel J. Friedman."
- 2) Releasors' counsel will be responsible for full satisfaction of the outstanding Medi-Cal lien amount.
- 3) A check to the blocked account for Uriel Guerrero, payable to City National Bank, Beverly Hills/Wilshire Branch (8641 Wilshire Blvd., Beverly Hills, CA 90211), in the amount set forth by the Court of \$535,719.
- 4) A check for \$25,000 payable to Miriam Arriola and the Law Offices of Nathaniel J. Friedman.

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 Releasor, 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 accept payment of the sums specified in this Settlement Agreement as a full and complete compromise of matters involving a 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, 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. Releasor 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 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, plaintiffs or counsel for plaintiffs will deliver to defendants' representative or counsel for defendants an executed Dismissal with Prejudice of the entire civil action described herein. Plaintiffs have authorized plaintiffs' 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

The Medi-Cal lien will be fully satisfied by Releasors' counsel, from the settlement proceeds. Further, releasors and releasors' counsel hereby hold Releasees harmless from any claim, fee, penalty, repayment and/or lien by any other party including but not limited to compensation carriers, medical insurance carriers, governmental entities who are interested (including Medi-Cal and Medicare), 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, indemnify and reimburse the Releasees, COUNTY OF LOS ANGELES, if so requested, including the payment of reasonable attorney's fees, for any and all such claims, fees, penalties, repayments, and/or liens which COUNTY OF LOS ANGELES may be faced with and/or forced to defend.

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 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.

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.

11. Medicare

It is not the purpose of this settlement Agreement to shift responsibility of medical care in this matter to the Medicare program. Instead, this settlement is intended to resolve a dispute between the Releasors and Defendant.

- a) **Conditional Payments.** Releasors have been advised and fully understand that conditional payment information (any benefits paid by Medicare up to date of settlement), if any, are the responsibility of the Releasor and must be satisfied out if these settlement proceeds.
- b) **Future Medicals Not Set Aside.** The parties have appropriately considered Medicare's interest and have concluded that no funds should be set aside for the Releasors' future medical care based on (1) the disputed nature of

the claim, and (2) the lack of anticipated medical care. Releasors agree to indemnify, defend and hold Defendant harmless from any action by Medicare seeking payment for future medical expenses for the Releasors.

- c) While it is impossible to accurately predict the need for future treatment, this settlement is based upon a good faith determination of the parties in order to resolve a questionable claim. The parties have attempted to resolve this matter in compliance with both state and federal law and it is believed that the settlement terms adequately consider Medicare's interest and do not reflect any attempt to shift responsibility of treatment to Medicare pursuant to 42 U.S.C. Sec. 1395y(b). The parties acknowledge and understand that any present or future action or decision by CMS or Medicare on this settlement to Medicare or Medicare payments will not render this release void or ineffective, on in any way affect the finality of this liability settlement.
- d) Hold Harmless. Releasor agrees to indemnify, defend and hold Releasees harmless from any action by Medicare seeking payment of past, current, or future medical expenses for the Releasor. Releasor shall further hold Defendant harmless from any and all adverse consequences in the event this settlement results in the loss of right to Social Security and/or Medicare benefits in the absence of this Settlement Agreement.

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

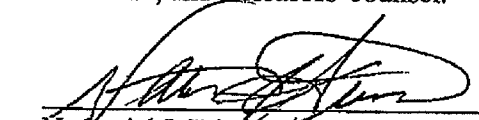
OSCAR GUERRERO  
 Uriel Guerrero, by and through his  
 Guardian ad Litem, Oscar Guerrero

03-24-11  
 Date

MIRIAM ARRIOLA  
 Miriam Arriola

03-24-11  
 Date

I, Nathaniel J. Friedman, attorney for Uriel Guerrero, by and through his Guardian ad Litem, Oscar Guerrero, and Miriam Arriola, 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. Furthermore, I have read the foregoing Release and fully understand and accept it as it pertains to Nathaniel J. Friedman; the Law Offices of Nathaniel J. Friedman; and Releasors' counsel.

  
 Nathaniel J. Friedman

3-24-11  
 Date