

## SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release ("Settlement Agreement") is made and entered into as of and on the last date set forth herein below by and between/among:

"Plaintiff": RORY DON RODERICK, by and through his Guardian Ad Litem,  
Nancy Roderick

"Defendant": COUNTY OF LOS ANGELES ("COUNTY")

"Releasees": COUNTY OF LOS ANGELES; CARL WARREN & COMPANY;  
COLEMAN & ASSOCIATES

### Recitals

On or about March 21, 2007, Plaintiff, RORY DON RODERICK, was injured in an accident occurring on Angeles Forest Highway, unincorporated County of Los Angeles, California. Plaintiff alleges the accident and resulting physical and personal injuries arose out of certain alleged negligent acts or omissions of Defendant, and filed a Civil Action seeking monetary damages on account of those injuries. This Civil Action is entitled Rory Don Roderick v. State of California, et al., brought in the Superior Court of the State of California, County of Los Angeles, Case No. MC019320 ("Complaint").

B. Defendant, COUNTY, would be obligated to pay any claim made or judgment obtained against Defendant COUNTY.

C. The Parties desire to enter into this Settlement Agreement in order to provide for certain payments in full and final settlement, and discharge of all claims, actions, causes of action, demands, rights, damages, costs, expenses, and compensation whatsoever, which Plaintiff now has, or might be made, by reason of the incident and Complaint described in Recital A above, upon the terms and conditions set forth below.

### Agreement

The Parties agree as follows:

#### 1.0 Release and Discharge

1.1 In consideration of the payments set forth in Section 2 below, Plaintiff hereby completely releases and forever discharges Defendant, COUNTY, from any and all past, present or future claims, demands, obligations, actions, causes of action, wrongful death claims, rights, damages, costs, losses or services, expenses and compensation of any nature, whatsoever, whether based on tort, contract or other theory of recovery, which Plaintiff now has, or which may hereafter accrue, or otherwise be acquired on account of, or may in any way grow out of, the

incident and Complaint described in Recital A above, including, without limitation, any and all claims, demands, damages, actions, and causes of action, known or unknown, including bodily and personal injuries, and emotional distress, to Plaintiff, or any future wrongful death claims made by Plaintiff's representatives or heirs, which have resulted, or may result, from the alleged acts or omissions of the Defendants.

1.2 This release and discharge shall also apply to Defendant's and Releasees' present and future directors, officers, stockholders, attorneys, agents, servants, representatives, employees, subsidiaries, affiliates, partners, predecessors and successors in interest, and assigns, and all other persons, firms, or corporations, with whom any of the former have been, are now, or may hereafter be, affiliated.

1.3 This release, on the part of the Plaintiff, shall be a fully binding and complete settlement among the Plaintiff, the Defendant and Releasees, and their agents, representatives, heirs, assigns and successors.

1.4 The Plaintiff acknowledges and agrees that the release and discharge set forth in this Settlement Agreement is a General Release, as set forth in California Civil Code §1542. Section 1542 provides as follows: "A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor."

Plaintiff expressly waives and assumes the risk of any and all claims for damages which exist as of this date, including those which the Plaintiff does not know or suspect to exist, whether through ignorance, oversight, error, negligence, or otherwise, and which, if known, would materially affect Plaintiff's decision to enter into this Settlement Agreement. Plaintiff further agrees that Plaintiff has accepted payment of the sums specified herein as a complete compromise of matters involving disputed issues of law and fact. Plaintiff assumes the risk that the facts or law may be other than Plaintiff believes. It is understood and agreed by the Parties that this settlement is a compromise of a doubtful and disputed claim, and the payments are not to be construed as an admission of liability on the part of the Defendant or Releasees, by whom liability is expressly denied.

1.5 Plaintiff and/or his attorneys of record have represented there are no liens related to the Complaint. Plaintiff further agrees to assume responsibility for any and all outstanding liens, known or unknown, including worker's compensation liens and medical liens (i.e., Medicare, Medicaid, Medi-Cal, Kaiser, etc.) upon the proceeds of this settlement, and to notify any and all such agencies/entities of the settlement in this matter. In the event that any liens are in force, Plaintiff agrees to hold harmless and indemnify Defendant and Releasees, and their heirs, executors, administrators, employees, officers, agents, representatives, insurers and assigns for all said liens, including costs and expenses, and attorney's fees, due to said liens.

## **2.0 Payments**

In consideration of the release set forth above, the Defendant and Releasees agree to pay to the individual named below ("Payee") the sums outlined in this Section 2 below.

2.1 Payments due at the time of settlement as follows:

The sum of **SIX MILLION, ONE HUNDRED FIFTY THOUSAND DOLLARS AND NO CENTS (\$6,150,000.00)** to be paid at the time of settlement.

The above-mentioned sum is the entire and only consideration for this Settlement Agreement. Plaintiff's portion of the settlement funds will be paid into a Special Needs Trust.

Plaintiff does hereby authorize and direct that payment of the aforesaid sum be paid by check or draft as follows:

THE HOMAMPOUR LAW FIRM CLIENT TRUST ACCOUNT PLC.

2.2 Except as to Plaintiff's attorneys rights to attorneys fees and costs from Plaintiff's recovery, each attorney and law firm hereby waives and disclaims any and all ownership interest or liens they may have in the settlement proceeds by reason of any applicable state statute, common law Decision, or ruling.

2.3 Plaintiff and/or his attorneys of record shall be responsible for the structuring and funding of any "Special Needs Trust" for the benefit of Plaintiff, RORY DON RODERICK.

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

## **3.0 Attorney's Fees**

Each Party hereto shall bear all attorney's fees and costs arising from the actions of its own counsel in connection with this Settlement Agreement, the matters and documents referred to herein, and all related matters.

## **4.0 Consideration of Medicare's Interest**

It is not the intention of the Defendant/Releasees or Plaintiff in this case to shift the responsibility for paying any future medical expenses which may be related to the Plaintiff's injuries and may be made the basis of a claim to the Federal Government. The Parties have considered and protected Medicare's interests in the settlement of this case.

No money is being set aside to cover future medical expenses which Medicare would otherwise cover in this case because no future medical costs directly associated with the injury are anticipated or alleged by the Plaintiff.

Should it be determined in the future, after the date of execution of this Settlement Agreement, that set asides for Medicare or future medical expenses which Medicare would otherwise cover, Plaintiff agrees to pay any such set aside amounts to satisfy any Medicare medical funding and, further, Plaintiff agrees to be solely responsible for any such payments or reimbursements.

Further, the Plaintiff agrees to be responsible for and pay any and all conditional payment claims/past liens which may be asserted by Medicare for any expenses paid by Medicare for the Plaintiff's medical treatment.

The Plaintiff agrees to indemnify, defend and hold the Defendant/Releasees harmless from any potential request or cause of action by Medicare seeking payment of past, current or future medical expenses for the Plaintiff.

The Plaintiff hereby waives any and all private causes of action which may exist against the defendants under the Medicare Secondary Payer Statute related to the injuries alleged in connection with this claim.

The Plaintiff hereby agrees to fully cooperate with defendant and/or its insurer regarding any and all requests for information or documentation needed to comply with the Medicare Secondary Payer Act, including but not limited to the Plaintiff's Social Security number and/or Medicare number. The Plaintiff specifically agrees to provide such documentation and/or information timely and to execute any and all documents necessary for Medicare Secondary Payer Act compliance.

#### **5.0 Dismissal of Entire Action**

Plaintiffs' attorneys are authorized and directed to dismiss, with prejudice, and without costs to any party, the entire action brought by Plaintiffs against Defendant

#### **6.0 Representation of Comprehension of Document**

In entering into this Settlement Agreement the Plaintiff represents that Plaintiff has relied upon the advice of Plaintiff's attorney, who is an attorney of Plaintiff's own choice, concerning the legal and income tax consequences of this Settlement Agreement; that the terms of this Settlement Agreement have been completely read and explained to Plaintiff by Plaintiff's attorney; and that the terms of this Settlement Agreement are fully understood and voluntarily accepted by Plaintiff.

## **7.0 Warranty of Capacity to Execute Agreement**

Plaintiff represents and warrants 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; that Plaintiff has the sole right and exclusive authority to execute this Settlement Agreement and receive the sums specified in it; and that Plaintiff has 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

## **8.0 Governing Law**

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

## **9.0 Additional Documents**

All Parties agree to cooperate fully, execute any and all supplementary documents, and to take all additional actions which may be necessary or appropriate to give full force and effect to the basic terms and intent of this Settlement Agreement.

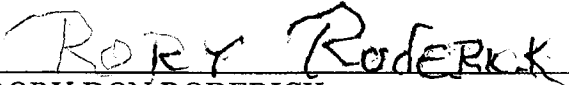
## **10.0 Entire Agreement and Successors in Interest**

This Settlement Agreement contains the entire agreement between the Plaintiff, the Defendant, and the Releasees with regard to the matters set forth in it and shall be binding upon, and inure to the benefit of, the executors, administrators, personal representatives, heirs, successors and assigns of each.


**11.0 Effectiveness**

This Settlement Agreement shall become effective immediately following execution by each of the Parties.

September 30, 2011


  
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RORY DON RODERICK  
By and through his Guardian Ad Litem, NANCY  
RODERICK

~~OCTOBER~~ <sup>5</sup>  
September 5, 2011

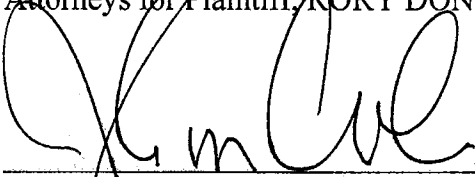
  
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COUNTY OF LOS ANGELES  
by Authorized Representative  
BRIAN T. CHU  
PRINCIPAL DEPUTY COUNTY COUNSEL

Approved as to form and content:

September 30, 2011

  
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Arash Homampour, Esq.  
THE HOMAMPOUR LAW FIRM, PLC  
Attorneys for Plaintiff, RORY DON RODERICK

October <sup>6<sup>th</sup></sup>  
September 6, 2011

  
\_\_\_\_\_  
John M. Coleman, Esq.  
COLEMAN & ASSOCIATES  
Attorneys for Defendant, COUNTY OF LOS  
ANGELES