

SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release is entered into between and among JEREMY FOGLEMAN (hereinafter "Releasor" or "Plaintiff") and COUNTY OF LOS ANGELES, DEPUTY HERNANDEZ, DEPUTY NERY, SERGEANT EIDE, CAPTAIN JOHN CLARK, SHERIFF LEE BACA and DOES 1 through 20, Inclusive (hereinafter, "Releasees" or "Defendants").

RECITALS

A. Plaintiff caused to be filed a First Amended Complaint (hereinafter "Complaint") against Defendants in the United States District Court, Central District, Case No. CV-10-6793 which Complaint alleges civil rights violations (1) Excessive Force and Denial of Medical Care (2) Deliberate indifference to substantial risk of harm, (3) retaliation in violation of the First Amendment, (4) failure to intervene (5) policy, custom, or practice causing constitutional violations, and (6) failure to train, supervise causing constitutional violations, by Defendants, occurring on or about September 12, 2008.

B. The parties desire to enter into a full settlement and discharge of all claims which are or might have been the subject of the Complaint and other potential causes of action, upon the terms and conditions set forth herein below.

NOW THEREFORE, it is hereby agreed as follows:

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

For and in full consideration of the Defendants (Releasees) agreement to pay to Releasor/Plaintiff, JEREMY FOGLEMAN, and his attorneys of record, HUMBERTO GUIZAR, Attorney At Law, and DALE K. GALIPO, Attorney of Law, a cash payment of FOUR HUNDRED AND NINETY-NINE Thousand Dollars (\$499,000.00). Releasor and Plaintiff, individually, and on behalf of himself and his agents, parents, executors, administrators, successors in interest assigns, releases, acquits and forever discharges and/or holds harmless, indemnifies and defends the Defendants and his/her/its/their past, present, and future officers, directors, attorneys, employees, claims administrators, adjusters, investigators, insurers of the above Releasees, and all the respective agents, servants, representatives, employees, subsidiaries, affiliates, partners, predecessors and successors in interest, assigns, and insurers (hereinafter "Releasees") of and from any and all past, present, or future claims, demands, obligations, actions, liens (e.g. attorney, Medi-Care, health care provider, Hospital and/or Emergency Room, or Medi-Cal liens) causes of action (including any rights, compensatory or punitive

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damages, costs, expenses and compensations of any nature whatsoever, which the Releasor or any other party now have 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 or personal injuries to or of the Releasor 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 Releasees.

It is further understood and agreed that all rights under Section 1542 of the Civil Code of the State 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. CERTAIN CLAIMS NOT AFFECTED BY GENERAL RELEASE. 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."

Except as otherwise provided herein, Releasor further holds the Releasees hereby released harmless from any claim by any other party, including but not limited to medical insurance carriers, prior attorneys, worker's compensation carriers, governmental 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 Releasees hereby released.

Releasor further declares and represents that no promise, inducement or agreement not herein expressed has been made to Releasor, 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 OF 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 OR 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 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. **Delivery of Dismissal with Prejudice**

Concurrently with the execution of this Settlement Agreement and Release, counsel for Plaintiff and Releasor will deliver to counsel for Defendants and Releasees, an executed Dismissal with Prejudice of the entire civil action described herein. Plaintiff and Releasor has authorized his attorney to execute this Dismissal on his/her behalf and thereby authorize counsel for Defendants and Releasees to file said Dismissal with the Court and enter it as a matter of record.

3. **Final Compromise: No Admissions**

The Releasor agrees and acknowledges that he accepts payment of the sum specified in this Settlement Agreement and Release as a full and complete compromise of matters involving disputed issues; that neither payment of the sum by Releasees, or its assignees, nor the negotiations for this Settlement Agreement and Release (including statements, admissions, or communications by the Releasees and their attorneys or representatives) shall be considered admissions by her/her/it/them; and that no past or present wrongdoing on the part of Releasees shall be implied by such payment or negotiations.

In making this Settlement Agreement and Release, it is understood and agreed that the Releasor, on behalf of himself and his/her heirs, executors, wards, administrators, agents, parents, successors in interest, attorneys, and assigns, acknowledges and agrees that Releasees have, at all times pertinent hereto, negotiated, bargained, and settled this matter in good faith and have, at all times pertinent hereto, conducted himself/herself/itself/themselves accordingly and that Releasor, his/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 the cases of Royal Globe Insurance Co. v. Superior Court, Rodriguez v. Fireman's Fund and their progeny.

4. **Cooperation of the Parties**

All parties to this agreement 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 Release, which are not inconsistent with its terms.

5. **Approval and Acceptance**

It is agreed by and between the parties as a pre-condition of this settlement that the terms of this settlement must be accepted and approved by the Los Angeles County Claims Board and/or the Los Angeles County Board of Supervisors.

6. **Non-Disclosure**

The names and backgrounds of any of employees and/or agents of COUNTY OF LOS ANGELES, who were alleged to have certain committed tortious acts with respect to this matter shall not be identified publicly.

7. **Advice of Counsel**

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

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

Releasor 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 and Release except as otherwise set forth herein and that Releasor has the sole right and exclusive authority to execute this Settlement Agreement and Release and receive the sum specified in it; and that Releasor 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 and Release.

9. Governing Law

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

10. Attorney's Fees and Costs

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

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

DATE: April 24, 2013


JEREMY FOGLEMAN

I am the attorney for the Plaintiff and Releasor, and hereby represent and declare that I have fully explained the foregoing Release to JEREMY FOGLEMAN and he has acknowledged to me that he understands and accepts said Settlement Agreement and Release and the legal effect thereof and I have advised him to sign it.

DATE: _____, 2013

HUMBERTO GUIZAR, Attorney At Law
Attorney(s) for Plaintiff

DATE: _____, 2013

DALE K. GALIPO, Attorney At Law
Attorney(s) for Plaintiff

9. Governing Law

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

DATE: _____, 2013

JEREMY FOGLEMAN

I am the attorney for the Plaintiff and Releasor, and hereby represent and declare that I have fully explained the foregoing Release to JEREMY FOGLEMAN and he has acknowledged to me that he understands and accepts said Settlement Agreement and Release and the legal effect thereof and I have advised him to sign it.

DATE: 4/24, 2013



HUMBERTO GUIZAR, Attorney At Law
Attorney for Plaintiff

DATE: _____, 2013

DALE K. GALIPO, Attorney At Law
Attorney(s) for Plaintiff

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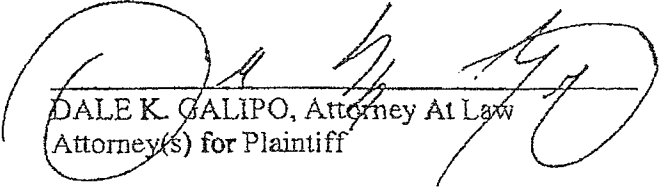
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DATE: _____, 2013

HUMBERTO GUIZAR, Attorney At Law
Attorney(s) for Plaintiff

DATE: Apr: 1 24, 2013



DALE K. GALIPO, Attorney At Law
Attorney(s) for Plaintiff