

Paragraph 9, continued  
Part \_\_\_\_\_

ADDENDUM TO WORKERS' COMPENSATION BOARD APPROVAL OF  
SETTLEMENT FOR "CLAIMANT")

Payments

Corporation ("Self Insured"/"Employer") agrees to pay to the individual(s)/Payee(s) named and outlined in sections "A", "B" and "C" below:

- A. Immediate Cash: \$35,000.00 up front cash for attorney fees
- B. Immediate Cash: \$60,000.00 up front cash to Claimant
- C. Periodic Payments made according to the schedule as follows:

Payee:

\$1,110.02 payable monthly, guaranteed for 20 years, beginning on 07/01/2018.

**Payments will commence as indicated above on the designated date, after the approval by the appropriate workers' compensation regulatory authority, unless otherwise specified in the approval.**

All sums set forth herein constitute payments on account of physical injuries or sickness within the meaning of Section 104 (a) (1) and Section 130 of the Internal Revenue Code, as amended.

Claimant's Rights to Payments

Claimant acknowledges that the Periodic Payments cannot be accelerated, deferred, increased or decreased by the Claimant; nor shall the Claimant have the power to sell, mortgage, encumber, or anticipate the Periodic Payments, or any part thereof, by assignment or otherwise.

Claimant's Beneficiary

Any payments to be made after the death of any Payee pursuant to the terms of the Settlement Agreement shall be made to such person or entity as shall be designated in writing by Payee to the Self Insured's/Employer's Assignee. If no person or entity is so designated by Payee, 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. No such designation, nor any revocation thereof, shall be effective unless it is in writing and delivered to the Self Insured/Employer's Assignee. The designation must be in a form acceptable to the Insurer or the Insurer's Assignee before such payments are made.

**Consent to Assignment**

Claimant acknowledges and agrees that the Self Insured/Employer will make an assignment of the Self Insured's/Employer's liability to make the Periodic Payments set forth in Section C above, to \_\_\_\_\_ Company, Inc. ("the Assignee"). The Assignee's obligation for payment of the Periodic Payments shall be no greater than that of the Self Insured/Employer immediately preceding the assignment of the Periodic Payments obligation.

Any such assignment, if made, shall be accepted by the Claimant without right of rejection and shall completely release and discharge the Self Insured/Employer from the Periodic Payments obligation assigned to the Assignee. The Claimant recognizes that, in the event of such an assignment, the Assignee shall be the sole obligor with respect to the Periodic Payments obligation, and that all other releases with respect to the Periodic Payments obligation that pertain to the liability of the Self Insured/Employer shall thereupon become final, irrevocable and absolute.

**Right to Purchase an Annuity**

The Self Insured/Employer, itself or through its Assignee, reserve the right to fund the liability to make the Periodic Payments through the purchase of an annuity policy from \_\_\_\_\_ Company ("Annuity Issuer"). The Self Insured/Employer or the Assignee shall be the sole owner of the annuity policy and shall have all rights of ownership. The Self Insured/Employer or the Assignee may have Annuity Issuer mail payments directly to the Payee. The Claimant shall be responsible for maintaining a current mailing address for Payee with Annuity Issuer.

**Discharge of Obligation**

The obligation of the Self Insured/Employer and/or Assignee to make each Periodic Payment shall be discharged upon the mailing of a valid check in the amount of such payment to the designated address of the Payee.

Executed

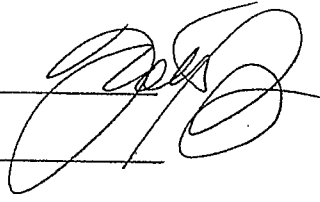
at Escondido, CA

7 this day of May, 2018 by and between:

Claimant

Date: 05/07/18

**Self Insured**  
Corporation

By: Scott Ashby   
Title: Attorney  
Date: 5/8/2018