

## SETTLEMENT AGREEMENT AND GENERAL RELEASE

This Settlement Agreement and General Release ("Agreement") is entered into by and between Lissette Larios Roohbakhsh ("Roohbakhsh"), as personal representative of the Estate of Fatima Lissette Larios ("Fatima") and on behalf of next of kin, and Nelson Larios ("Larios") as next of kin (collectively referred to herein as "the Plaintiffs"), and the Board of Trustees of the Nebraska State Colleges (the "Board of Trustees") and Chadron State College (the "College") (the Board of Trustees and the College are collectively referred to herein as the "NSCS"). The parties to this Agreement are collectively referred to herein as the "Parties."

I. WHEREAS, the Parties participated in a Settlement Conference on January 13, 2020;

II. WHEREAS, the purpose and mutual intent of this Agreement is to avoid the expense and disruptions anticipated in the event of further litigation between the Parties, to bring closure to emotionally draining litigation, and to finally resolve two lawsuits filed by Plaintiffs against the NSCS, those lawsuits being more specifically identified as follows:

- In the United States District Court for the District of Nebraska, captioned as *Lissette Larios Roohbakhsh, as personal representative of the Estate of Fatima Lissette Larios and on behalf of next of kin; and Nelson Larios, as next of kin, Plaintiffs, v. Board of Trustees of the Nebraska State Colleges and Chadron State College, Defendants*, Case No. 8:17cv31 (January 30, 2017), where the Plaintiffs alleged that the NSCS violated Title IX of the Education Amendments of 1972 ("Title IX"); and
- In the District Court of Dawes County, Nebraska, captioned as *Lissette Larios Roohbakhsh, as Personal Representative of the Estate of Fatima Lissette Larios and on behalf of next of kin, and Nelson Larios, as next of kin, Plaintiffs, v. Board of Trustees of the Nebraska State Colleges, and Chadron State College, Defendants*, Case No. CI 17-107 (November 2, 2017), where the Plaintiffs alleged state tort claims against the NSCS.

These two lawsuits are collectively referred to herein as "the Lawsuits."

III. As consideration for Plaintiffs' complete release and the dismissal with prejudice of the Lawsuits, as set forth more fully below, the NSCS agrees to make payment, or cause payment to be made on its behalf, in the amount of Nine Hundred Thousand Dollars and no Cents (\$900,000.00) (the "Settlement Payment"). Said payment shall be in the form of a draft payable to "Lissette Larios Roohbakhsh, Nelson Larios, the Estate of Fatima Lissette Larios, and Romanucci & Blandin, LLC, their attorneys" delivered to Romanucci & Blandin, 321 N. Clark Street, Suite 900, Chicago, IL 60654, not later than twenty-one (21) days after this Agreement is fully executed and delivered to the Parties, through their respective counsel.

Allocation of the Settlement Payment as between the individual Plaintiffs and/or their various legal counsel shall be at the sole discretion of the Plaintiffs and their counsel. Plaintiffs, and each of them, hereby agree to indemnify and hold the NSCS harmless from and against any claims or demands arising as a result of the allocation of the Settlement Payment between them and/or between them and their counsel. By executing this Agreement, Plaintiffs, and each of them,

expressly acknowledge that the Settlement Payment, together with the nonmonetary consideration as described below, constitute complete and sufficient consideration for said release and dismissals.

IV. As additional, nonmonetary consideration (the "Nonmonetary Items") in exchange for the Plaintiffs to enter into this Agreement and to comply with its terms, the NSCS agrees that:

1. On or before June 15, 2020, the NSCS will reimburse Roohbakhsh and Larios for their travel expenses to the January 13, 2020, Court Mandated Settlement Conference, so long as (a) Roohbakhsh and Larios have each substantiated their expenses with receipts prior to June 1, 2020, and (b) their expenses are reasonable, as determined by the NSCS.
2. The College will provide annual suicide prevention training to its staff, faculty, and students for at least the next ten (10) years (2020 through 2029). The NSCS will, in its sole discretion, determine the scope and all other details of such training.
3. The College agrees to receive, annually, not less than one full business day of confidential technical assistance with regard to its Title IX-related policies, procedures, and practices for the next three (3) years (2020, 2021, and 2022) from Gina Maisto Smith. The College's Title IX-related policies, procedures and practices include, without limitation, Board Policy 3020 on "Sexual Violence or Sex Harassment Reporting, Policies and Procedures," and any published materials (whether online or printed) that address Title IX-related policies, procedures, and practices. The technical assistance will, in no event, involve the review or audit of any student records. The NSCS will, in its sole discretion, determine all other details of such technical assistance. To the extent Ms. Smith recommends that the College change any Title IX-related policies, procedures, or practices, the NSCS agrees to consider, in good faith, such recommendations.
4. The College will annually award a "Fatima Larios Spirit Scholarship" to a member of its women's softball team for at least the next ten (10) years (2020 through 2029). The NSCS will, in its sole discretion, determine the annual value, award criteria, and all other details of such scholarship. The NSCS will consider, in good faith, the Plaintiffs' wishes and desires regarding the scholarship's description of Fatima's life and legacy.
5. The College will install a physical memorial commemorating Fatima's life on its campus in Chadron, Nebraska, up to a \$25,000 total cost. The NSCS will consider, in good faith, the wishes and desires the Plaintiffs have for such memorial, including the design and the description of Fatima's life and legacy. The NSCS will maintain such memorial for ten (10) years or as long as reasonably possible, in its sole discretion, considering its annual budget, campus expansion plans, and related criteria. The NSCS will, in its sole discretion, determine the location, design, cost, annual maintenance budget, and all other details of such memorial.
6. The College's current President, Dr. Randy Rhine, will send the Plaintiffs a letter of condolence acknowledging Fatima's life and death. The NSCS will, in its sole discretion, determine all other details of such letter.

7. The College will permit Roohbakhsh, and two other family members of her choice, one-time access to High Rise dorm room number 320, during a time in which the room is unoccupied by a student. The NSCS will allow Roohbakhsh and the designated family members to view the room with reasonable privacy. The NSCS will, in its sole discretion, determine the time and other details of this visit to the dorm room.
8. The College will continue, for a reasonable time, its good-faith efforts to locate and return to the Plaintiffs (a) Fatima's white, black, and red softball glove (with "Larios, #20" inscribed), and (b) Fatima's softball jerseys. The NSCS will, in its sole discretion, determine the details of such investigation. If the College locates either Fatima's glove or one or more jerseys, it will timely produce such items to the Plaintiffs' undersigned counsel.
9. The Plaintiffs, through their counsel of record, have submitted to the Defendants' counsel, George E. Martin III of Baird Holm, LLP, a proposed draft of a joint statement/opinion piece/editorial/press release ("Publication"), for possible publication in a newspaper published in or around Chadron, Nebraska, regarding the Lawsuits and/or this Agreement, and dealing with gender equity issues. Upon the Plaintiffs' execution of this Agreement, the Defendants' counsel shall work promptly, diligently, and in good faith with Plaintiffs' counsel to try to reach agreement on a version of the proposed Publication acceptable to the Defendants before the Plaintiffs' deadline to seek dismissal of the Lawsuits with Prejudice. However, the Defendants cannot and do not agree prospectively to the use of their names on any such Publication and shall retain sole final discretion to grant or withhold permission to the use of their names as co-authors or as other endorsers of any such Publication.

V. In exchange for the Settlement Payment and Nonmonetary Items, the Plaintiffs do for themselves, and their heirs, executors, administrators, and all other interested parties, hereby fully and forever release and discharge Chadron State College, the Board of Trustees of the Nebraska State Colleges, the Nebraska State College System, and all of Defendants' officers, employees, agents, contractors, insurers, students and all other persons, firms, or corporations having an interest herein ("Released Parties"), of and from all claims, demands, damages, costs, expenses, including any and all attorneys' fees and/or litigation costs incurred, loss of service, actions, and causes of action whatsoever arising from any act or occurrence, loss or damage of any kind sustained, known or unknown, or that the Plaintiffs may hereafter sustain as a direct or indirect consequence of any aspect of the relationship between the Board of Trustees, NSCS, and/or the College on the one hand and Fatima, Larios, and/or Roohbakhsh on the other. The Plaintiffs represent and warrant to the Released Parties that they are the sole owners of any claims arising out of Fatima's matriculation at the College and her January 31, 2015, death, including but not limited to the claims they asserted in the Lawsuits. Finally, the Parties agree that the Settlement Payment does not constitute an admission of liability by any of the Released Parties, liability being expressly denied by the NSCS.

The Plaintiffs further represent and warrant that they are the sole obligors and will fully pay and/or fully satisfy any and all medical expenses they incurred as a result of Fatima's matriculation at the College and January 31, 2015, death. The Plaintiffs expressly agree to remain responsible not only for said expenses, but also for the negotiation, satisfaction, and discharge of

any and all liens, including but not limited to Medicare, Social Security, hospital, and/or insurance liens or other subrogation claims and/or any and all other types of "liens or interest" that are and/or could be claimed by any person and/or entity, including but not limited to any medical, governmental, attorney, other fines, penalties, or claims associated with failure to satisfy the same. The Plaintiffs agree to indemnify and hold harmless the Released Parties from any damages and/or liabilities from any claim by, through, and/or under the Plaintiffs including, but not limited to, any claim or lien asserted by Medicare and/or the U.S. Social Security Administration and/or any medical insurer for reimbursement of any funds paid by them arising out of Fatima's untimely death on January 31, 2015.

VI. The Plaintiffs hereby declare that no representations about the nature or the extent of Fatima's alleged injuries, death, or damages made by any physician, attorney, or agent of the Released Parties, nor any representations regarding the nature and extent of legal liability or financial responsibility of any of the Released Parties, has induced the Plaintiffs to enter into this Agreement. In determining the amount of the Settlement Payment, the Plaintiffs and their attorneys, Antonio M. Romanucci and Martin Gould (Romanucci & Blandin), Christopher P. Welsh (Welsh & Welsh), and Adele P. Kimmel (Public Justice) have taken into consideration Fatima's and their own ascertained and known injuries, disabilities, and damages; the possibility that any unknown injuries they sustained could be permanent and/or progressive; and that recovery from known and unknown injuries may be uncertain and indefinite and may result in consequences not presently anticipated.

VII. This Agreement shall not be construed to render any Party a "prevailing party" within the meaning of any law, statute, or regulation providing for the recovery of attorneys' fees or costs, nor shall it be deemed to constitute a factor supporting the award of attorneys' fees or costs under such laws, statutes, or regulations. The Plaintiffs and the NSCS shall each bear their own attorneys' fees and costs other than as specifically outlined herein.

VIII. All agreements and understandings between the Parties hereto are embodied and expressed herein in this Agreement and the terms of this Agreement constitute the final contract between the Parties.

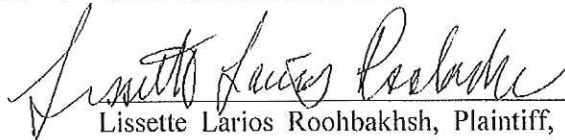
IX. The Plaintiffs represent that they have consulted with their attorneys, Antonio M. Romanucci and Martin Gould (Romanucci & Blandin), Christopher P. Welsh (Welsh & Welsh), and Adele P. Kimmel (Public Justice), regarding the terms of this Agreement, and that after such consultation, the Plaintiffs fully understand the terms and conditions set forth in this Agreement. Based on their consultations and understanding, the Plaintiffs hereby execute this Agreement in full.

X. The NSCS will make the Settlement Payment or cause payment to be made on its behalf, and, except as otherwise noted herein, the NSCS will begin addressing the Nonmonetary Items within twenty-one (21) days after counsel for the NSCS, George E. Martin III of Baird Holm LLP, receives (1) an original, fully executed copy of this Agreement; (2) a completed Form W-9 from Romanucci & Blandin; and (3) an original, fully executed "Medicare document" (attached hereto as Exhibit A) from each of the Plaintiffs.

Not later than ten (10) days after delivery of the Settlement Payment to Romanucci & Blandin pursuant to Paragraph III, Plaintiffs shall take all actions reasonably necessary to cause the entry of Orders of Dismissal with Prejudice of each of the Lawsuits. Each such Order shall specify that the Parties are to bear their respective costs and attorneys' fees. The Order dismissing the action pending in The District Court of Dawes County shall further specify that complete record is waived.

XI. The Parties agree that any dispute arising under this Agreement shall be adjudicated in the United States District Court for the District of Nebraska, or, in the event that the federal court declines to exercise jurisdiction, in a Nebraska state district court, and shall be governed by the substantive and procedural laws of the State of Nebraska.

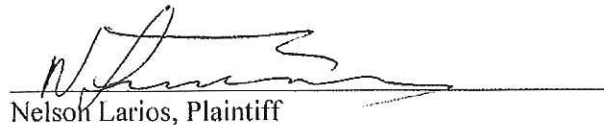
WITNESS her hand this 3 day of April, 2020.



Lisette Larios Roohbakhsh, Plaintiff, as personal representative of the Estate of Fatima Lisette Larios and on behalf of next of kin,

\* See Attached for Notary  
Witness

WITNESS his hand this 3 day of april, 2020.



Nelson Larios, Plaintiff

\* See Attached for Notary  
Witness

WITNESS her hand this 8<sup>th</sup> day of April, 2020.



KRISTIN DIVEL, General Counsel and Vice Chancellor for Employee Relations Nebraska State College System, on behalf of the Board of Trustees of the Nebraska State Colleges and Chadron State College



Witness

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California )

County of Monterey )

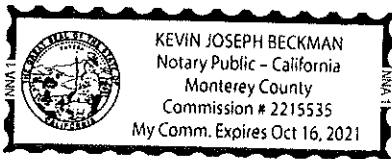
On April 3, 2020 before me, Kevin Joseph Beckman - Notary Public  
Date Here Insert Name and Title of the Officer

personally appeared Lissette Larios Roohbakhsh and Nelson Larios  
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature [Handwritten Signature]  
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document  
Title or Type of Document: Settlement Agreement and general release Document Date: 4/3/20  
Number of Pages: 5 Signer(s) Other Than Named Above: \_\_\_\_\_

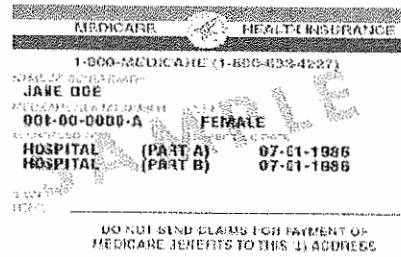
Capacity(ies) Claimed by Signer(s)  
Signer's Name: \_\_\_\_\_ Signer's Name: \_\_\_\_\_  
 Corporate Officer -- Title(s): \_\_\_\_\_  Corporate Officer -- Title(s): \_\_\_\_\_  
 Partner --  Limited  General  Partner --  Limited  General  
 Individual  Attorney in Fact  Individual  Attorney in Fact  
 Trustee  Guardian or Conservator  Trustee  Guardian or Conservator  
 Other: \_\_\_\_\_  Other: \_\_\_\_\_  
Signer Is Representing: \_\_\_\_\_ Signer Is Representing: \_\_\_\_\_

The Centers for Medicare & Medicaid Services (CMS) is the federal agency that oversees the Medicare program. Many Medicare beneficiaries have other insurance in addition to their Medicare benefits. Sometimes, Medicare is supposed to pay after the other insurance. However, if certain other insurance delays payment, Medicare may make a "conditional payment" so as not to inconvenience the beneficiary, and recover after the other insurance pays.

Section 111 of the Medicare, Medicaid and SCHIP Extension Act of 2007 (MMSEA), a new federal law that became effective January 1, 2009, requires that liability insurers (including self-insurers), no-fault insurers, and workers' compensation plans report specific information about Medicare beneficiaries who have other insurance coverage. This reporting is to assist CMS and other insurance plans to properly coordinate payment of benefits among plans so that your claims are paid promptly and correctly.

We are asking you to answer the questions below so that we may comply with this law.

Please review this picture of the Medicare card to determine if you have, or have ever had, a similar Medicare card.



**Section I**

Are you presently, or have you ever been, enrolled in Medicare Part A or Part B?												<input type="checkbox"/> Yes		<input type="checkbox"/> No	
If yes, please complete the following. If no, proceed to Section II.															
Full Name: (Please print the name exactly as it appears on your SSN or Medicare card if available.)															
Medicare Claim Number:										Date of Birth (Mo/Day/Year)					
Social Security Number: (If Medicare Claim Number is Unavailable)										Sex		<input type="checkbox"/> Female		<input type="checkbox"/> Male	

**Section II**

I understand that the information requested is to assist the requesting insurance arrangement to accurately coordinate benefits with Medicare and to meet its mandatory reporting obligations under Medicare law.

Claimant Name (Please Print) \_\_\_\_\_

Claim Number \_\_\_\_\_

Name of Person Completing This Form If Claimant is Unable (Please Print) \_\_\_\_\_

*[Handwritten Signature]*  
Signature of Person Completing This Form

*4/3/2020*  
Date

If you have completed Sections I and II above, stop here. If you are refusing to provide the information requested in Sections I and II, proceed to Section III.

Section III

\_\_\_\_\_  
**Claimant Name (Please Print)**

\_\_\_\_\_  
**Claim Number**

For the reason(s) listed below, I have not provided the information requested. I understand that if I am a Medicare beneficiary and I do not provide the requested information, I may be violating obligations as a beneficiary to assist Medicare in coordinating benefits to pay my claims correctly and promptly.

**Reason(s) for Refusal to Provide Requested Information:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

  
\_\_\_\_\_  
**Signature of Person Completing This Form**

4-3-2020  
**Date**