

**SETTLEMENT AGREEMENT  
AND RELEASE OF ALL CLAIMS**

██████████ on behalf of his minor child, ██████████ (date of birth ██████████) (Claimant) and Washoe County School District (District) hereby enter into the following Settlement Agreement and Release of All Claims (Agreement), for purposes of resolving all outstanding issues that exist between Claimant and the District (hereinafter referred to, singularly as a Party and collectively as the Parties) related to Claimant being the alleged victim of, *inter alia*, multiple acts of severe physical abuse and bullying by another male student of similar age. The alleged physical abuse occurred on a District school bus during transport of students to and from school between December 2020 and May 2021 (the Claim).

**TERMS AND CONDITIONS**

WHEREAS, on July 15, 2021, the District received a Letter of Representation from Claimant alleging several federal and state claims including Title IX, §1983 or Monell Liability (Deliberate Indifference and State Created Danger), and negligence on the part of the District.

WHEREAS, on September 16, 2021, the Parties participated in private mediation and have since been engaged in ongoing and ultimately successful settlement negotiations.

WHEREAS, the Parties desire to memorialize the terms of the settlement in this Agreement.

THEREFORE, for and in consideration of the mutual releases, covenants, and undertakings hereinafter set forth, and for other good and valuable consideration, which each Party acknowledges, it is agreed as follows:

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**I. The Claim**

**1. Payment to Claimant in Full Resolution of the Claim.**

a. No later than fifteen (15) days after: 1) the District Board of Trustees' approval of the settlement; 2) [REDACTED]; 3) full execution of this Agreement; and 4) the District's receipt of executed Internal Revenue Service W-9 Form for [REDACTED] checks totaling FOUR MILLION FOUR HUNDRED THOUSAND AND 00/100 DOLLARS (\$4,400,000.00) shall be issued and delivered by or on behalf of the District to [REDACTED]. The checks shall be made payable to [REDACTED] and sent to [REDACTED].

b. The foregoing payments are for settlement of all claims, known and unknown, against the District that Claimant could have sought against the District regarding the Claim, as well as for complete settlement of any related claims Claimant could have brought against the District or any of its past, present, or future: Board members, directors, employees, volunteers, officers, agents, servants, affiliates, contractors, representatives, assigns, attorneys, predecessors, successors, entities, corporations, and/or insurers, including Peleus Insurance Company. In the event the court does not approve [REDACTED] this settlement is null and void.

[REDACTED]

[REDACTED]

[REDACTED] Claimant agrees to hold harmless and

indemnify the District and any of its past, present, or future: Board members, directors, employees, volunteers, officers, agents, servants, affiliates, contractors, representatives, assigns, attorneys, predecessors, successors, entities, corporations, and/or insurers, including Peleus Insurance Company, for any and all claims resulting from Claimant and/or Claimant's attorneys' failure to comply with NRS [REDACTED]

3. **Attorneys' Fees.** The Parties acknowledge and agree they are solely responsible for paying any attorneys' fees and costs they incurred and that neither Party nor its attorney(s) will seek any award of attorneys' fees or costs from the other Party. Neither Party shall be considered a prevailing party for purposes of attorneys' fees and costs under NRS 18.010, et seq.

4. **Taxes and Liens.** Claimant shall be solely responsible for, and is legally bound to make payment of, any taxes or liens determined to be due and owing (including penalties and interest related thereto) by him to any federal, state, local, or regional taxing authority as a result of the settlement payments described in Section I(1). Claimant understands the District has not made, and it does not rely upon, any representations regarding the tax treatment of the sums paid pursuant to this Agreement or any payment of liens. Moreover, Claimant agrees to indemnify and hold the District harmless in the event any governmental taxing authority asserts against Claimant any claim for unpaid taxes, failure to withhold taxes, liens, penalties, or interest based upon the payment of the settlement payments described in Section I(1), including any subrogation claims and medical liens. Any demand for reimbursement/lien/recovery claimed or asserted by Medicare/the Medicare Secondary Payor Act (MSPA)/Center for Medicare and Medicaid Services (CMS) and/or related Medicare entities, and/or liens held by any other medical providers are the responsibility of Claimant and Claimant agrees to hold harmless and indemnify the District and any of its past, present, or future: Board members, directors,

employees, volunteers, officers, agents, servants, affiliates, contractors, representatives, assigns, attorneys, predecessors, successors, entities, corporations, and/or insurers, including Peleus Insurance Company, for any and all liens or other claims of third parties which have been or may be asserted for services rendered to or on behalf of Claimant, specifically including, but not limited to, any and all liens which may be asserted by Medicare or any other governmental agency as a result of this settlement, for medical care rendered to Claimant in the past, or in the future, allegedly as the result of the incident giving rise to this litigation. In the event of a claim, now or in the future, by any lien holder, including Medicare which may have arisen due to this litigation, against the Parties released herein, Claimant agrees to accept full responsibility of payment for said lien.

The above-referenced settlement payments described in Section I(1) are intended to constitute “damages on account of personal injuries arising from an occurrence”, within the meaning of Section 104(a)(2) of the Internal Revenue Code of 1986, as amended.

5. **Release.** The Parties agree the settlement payments described in Section I(1) of this Agreement are made for the purpose of resolution of current known and unknown claims that could arise between the Parties. Claimant and Claimant’s father, on behalf of himself, his predecessors, successors, heirs, affiliates and assigns, and all persons acting by, through, under, or in concert with him, and each of them, hereby releases, discharges and waives any and all known and unknown claims, demands, causes of action or other matters which Claimant raised or could have raised regarding any acts or omissions related to or arising from the facts and circumstances alleged regarding the Claim, as well as any personal injuries, emotional injuries or other damages Claimant experienced or suffered through the date of the execution of this Agreement. Such claims include, but are not limited to, any potential or possible claims that

could be filed, or have been filed naming the District and any of its past, present, or future: Board members, directors, employees, volunteers, officers, agents, servants, affiliates, contractors, representatives, assigns, attorneys, predecessors, successors, entities, corporations, and/or insurers, including Peleus Insurance Company, in any potential or possible lawsuit that could or may be filed in state court, federal court, or any other judicial forum, including the claims, known and unknown, against the District. This Agreement constitutes a full and complete waiver, release and relinquishment of any and all known and unknown charges, complaints, claims, grievances, liabilities, obligations, promises, agreements, controversies, damages, liens, medical liens, actions, causes of action, suits, rights, demands, costs, losses, debts, penalties, fees, wages, medical costs, pain and suffering, mental anguish, emotional distress, expenses (including attorneys' fees and costs actually incurred), and punitive damages, of any nature whatsoever, known or unknown, which Claimant has, or may have had, against the District and any of its past, present, or future: Board members, directors, employees, volunteers, officers, agents, servants, affiliates, contractors, representatives, assigns, attorneys, predecessors, successors, entities, corporations, and/or insurers, including Peleus Insurance Company, whether or not apparent or yet to be discovered, or which may hereafter develop, for any acts or omissions related to or arising from the Claim. This Agreement resolves any claim for relief that could have been alleged, no matter how characterized, including, without limitation, compensatory damages, damages for breach of contract, bad faith damages, reliance damages, liquidated damages, damages for humiliation and embarrassment, punitive damages, costs and attorneys' fees related to or arising from the facts and circumstances regarding the Claim.

Further, Claimant agrees to release, discharge and waive any right, claim or entitlement related in any way to any claims, known and unknown, arising out of any of the facts or incidents

which may have precipitated this Agreement and the Claim through the date of the execution of this Agreement. Such claims include, but are not limited to, any potential or possible claims that could be filed, or have been filed naming the District and any of its past, present, or future: Board members, directors, employees, volunteers, officers, agents, servants, affiliates, contractors, representatives, assigns, attorneys, predecessors, successors, entities, corporations, and/or insurers, including Peleus Insurance Company, in any potential or possible lawsuit that could or may be filed in state court, federal court, or any other judicial forum, and any negligent-based or tort claims that could be brought against the District and any of its past, present, or future: Board members, directors, employees, volunteers, officers, agents, servants, affiliates, contractors, representatives, assigns, attorneys, predecessors, successors, entities, corporations, and/or insurers, including Peleus Insurance Company under Nevada law involving the facts and circumstances regarding the Claim through the date of the execution of this Agreement.

6. **No Outstanding or Known Future Claims/Causes of Action.** Claimant affirms he has not filed with any governmental agency or court any type of action or report against the District and he currently knows of no existing act or omission by the District that may constitute a claim or liability excluded from the release in Section I(5), above.

7. **Non-Disparagement.** For and in consideration of FIVE HUNDRED AND 00/100 DOLLARS (\$500.00), which is included within the settlement payments described in Section I(1), Claimant and Claimant's attorneys, Claimant's father, and representatives agree that, unless required to do so by legal process, they will not make any disparaging statements or representations, either directly or indirectly, whether orally or in writing, by word or gesture, to any person whatsoever or to any media or through any social media outlet, including Facebook, Instagram, Twitter, etc., about the District and any of its past, present, or future: Board members,

directors, employees, volunteers, officers, agents, servants, affiliates, contractors, representatives, assigns, attorneys, predecessors, successors, entities, corporations, and/or insurers, including Peleus Insurance Company, regarding the allegations and claims associated with the Claim. For purposes of this paragraph, a disparaging statement or representation is any communication, which, if publicized to another, would cause or tend to cause the recipient of the communication to question the business condition, integrity, competence, good character or product quality of the person or entity to whom the communication relates. This non-disparagement provision applies to Claimant and Claimant attorneys and representatives. The Parties agree that any violation of this non-disparagement clause may result in the District taking legal action seeking damages or equitable relief for breach.

8. **No Admission of Liability.** The Parties acknowledge that the settlement payments described in Section I(1) was agreed upon as a compromise and final settlement of disputed claims and that payment of the settlement payment by the District is not an admission of liability by the District and is not to be construed as an admission that the District engaged in any wrongful, tortious or unlawful activity. The District specifically disclaims and denies (a) any liability to Claimant and (b) engaging in any wrongful, tortious or unlawful activity.

9. **Press Release.** The Parties agree that the District has complete control whether or not there will be any press release and complete control over the content of the press release, if any, including the timing of the press release, if any.

## **II. Miscellaneous**

1. This Agreement is not precedential in nature, shall neither constitute nor establish any precedent, may not be used in any other proceeding not involving Claimant, and has no effect other than as set forth herein.

2. In executing this Agreement, the Parties specifically warrant and represent that they have been fully advised and represented by legal counsel of their own selection and they are fully aware and familiar with all of the facts and circumstances regarding the Claim. The Parties, in executing this Agreement, do so relying wholly upon their own judgment and advice of counsel of their own independent selection, and that they have been in no way influenced whatsoever.

3. Claimant declares that this entire Agreement has been carefully read, that Claimant has conferred with legal counsel, that the contents thereof are fully known and understood, that the same is signed as the free and voluntary act of Claimant, and that it is the express intention of Claimant to waive, release and discharge any and all claims or causes of action against the District and any of its past, present, or future: Board members, directors, employees, volunteers, officers, agents, servants, affiliates, contractors, representatives, assigns, attorneys, predecessors, successors, entities, corporations, and/or insurers, including Peleus Insurance Company, related in any way to the facts and alleged incidents which precipitated this Agreement and to be fully and legally bound thereby.

4. Claimant further covenants and agrees that this Agreement is a settlement in good faith, with full knowledge of the facts and circumstances of regarding the Claim and that this Agreement contains the entire agreement between the Parties hereto. No promise or inducement other than herein set forth has been made, offered or agreed upon.

5. Each Party represents and acknowledges that in executing this Agreement he, she or it does not rely on and has not relied on any representation or statement made by the other Party or any of their attorneys with regard to the subject matter, basis, or effect of this Agreement, other than those specifically stated in this Agreement.

6. Should any provision of this Agreement be declared or be determined by any court of competent jurisdiction to be illegal, invalid, or unenforceable, the legality, validity, and enforceability of the remaining parts, terms and provisions shall not be affected thereby, and said illegal, unenforceable or invalid part, term or provision shall be deemed not to be part of this Agreement.

7. This Agreement is drafted by counsel for the District as an accommodation to the Parties but is the product of deliberation between counsel for all Parties. In the event of any dispute surrounding its interpretation, this Agreement shall not be construed against the drafter, and the Parties expressly waive any right to assert such rule of construction.

8. Except as provided herein, this Agreement shall be, and remain, in effect despite any alleged breach of this Agreement or the discovery or existence of any new or additional fact, or any fact different from that which either Party now knows or believes to be true. Notwithstanding the foregoing, nothing in this Agreement shall be construed as, or constitute, a release of any Party's rights to enforce the terms of this Agreement.

9. The Parties agree that this Agreement may not be modified, altered, amended, or otherwise changed except upon written consent by each of the Parties hereto. Should any provision of this Agreement be held invalid or unenforceable by a court of competent jurisdiction, the Parties agree that the remaining provisions shall remain in full force and effect.

10. Claimant expressly covenant and agree to indemnify, defend and hold the District harmless from any third-party action which may result from Claimant's negligence or gross or intentional conduct associated with the implementation of this Agreement.

11. The Parties agree that Nevada and applicable federal law shall govern the terms, interpretation and enforcement of this Agreement. The Parties also agree that any action brought

relating to breach of this Agreement shall be brought in a court of competent jurisdiction for Washoe County, Nevada.

12. This Agreement may be executed in counterparts, and each executed counterpart shall have the efficacy and validity of a signed original and with the same effect as if all Parties hereto had signed the same document. All counterparts so executed shall be deemed an original, shall be construed together and shall constitute one Agreement. Photographic copies of such executed counterparts may be used in lieu of the original for any purpose.

13. The effective date of this Agreement is the date of the last signature placed hereon.

14. The Parties agree that the facsimile signature of a Party or counsel for a Party shall, when delivered by counsel for that Party to counsel for the other Party, bind the Party to this Agreement as if an original signed Agreement had been delivered.

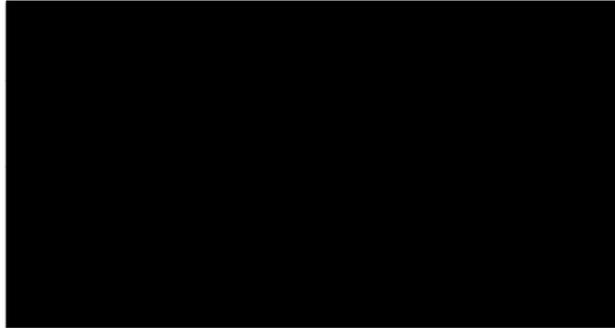
By signing below, each Party warrants and represents that the person signing this Agreement on its behalf has authority to bind that Party and that the Party's execution of this Agreement is not in violation of any By-law, Covenants and/or other restrictions placed upon them by their respective entities.

Date: 11/8/2021

  
on behalf of his minor child,  
an individual, Claimant

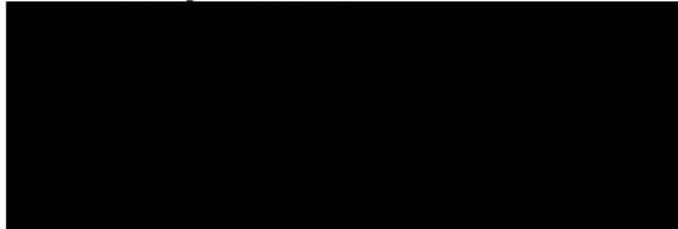
**APPROVED AS TO FORM AND CONTENT:**

Date: November 9, 2021



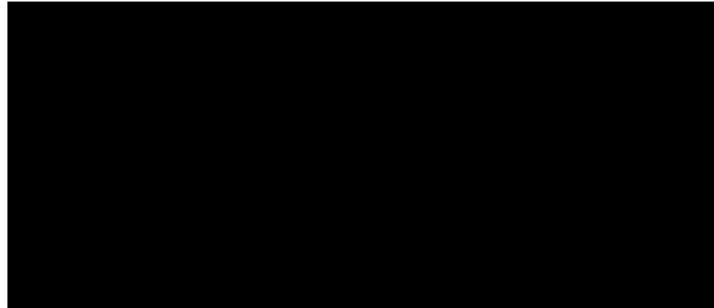
Attorney for Claimant

Date: 11/9/2021



Attorney for Claimant

Date: \_\_\_\_\_



Attorney for Claimant

Date: \_\_\_\_\_

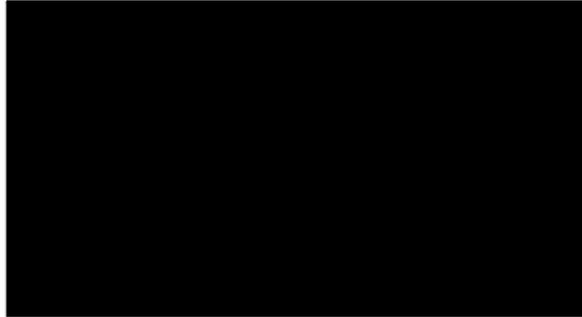
WASHOE COUNTY SCHOOL DISTRICT  
OFFICE OF THE GENERAL COUNSEL

By: \_\_\_\_\_

Christopher B. Reich, Esq.  
Deputy Chief General Counsel  
P.O. Box 30425  
Reno, Nevada 89520-3425  
Attorney for Washoe County School District

**APPROVED AS TO FORM AND CONTENT:**

Date: \_\_\_\_\_



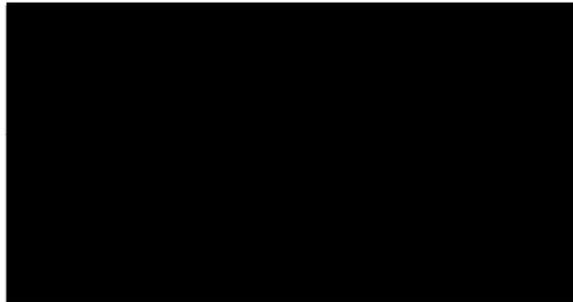
Attorney for Claimant

Date: \_\_\_\_\_



Attorney for Claimant

Date: 11/9/21 \_\_\_\_\_



Attorney for Claimant

Date: \_\_\_\_\_

WASHOE COUNTY SCHOOL DISTRICT  
OFFICE OF THE GENERAL COUNSEL

By: Christopher B. Reich / Date: 2021.11.19  
12:30:13 -08'00'

Christopher B. Reich, Esq.  
Deputy Chief General Counsel  
P.O. Box 30425  
Reno, Nevada 89520-3425  
Attorney for Washoe County School District

**APPROVED BY:**

**APPROVED BY:**

Date: \_\_\_\_\_

WASHOE COUNTY SCHOOL DISTRICT

By: Brandon Perry Date: 2021.11.19  
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Brandon Perry, Risk Manager