

SETTLEMENT AGREEMENT AND RELEASE

I. Identification of Parties And Lawsuit:

This Settlement Agreement and Release (“Agreement”) hereby codifies the case resolution that was reached on April 24, 2026 as a result of mediation conducted by U.S. Magistrate John Robbenhaar wherein all claims advanced by Plaintiffs, Rowena Tachias and Monique Dereta (hereinafter referred to as “Releasers”) against Defendants Los Lunas Schools Board of Education and Dana Sanders, in her individual capacity, (hereinafter referred to as “Defendants” or “Releasees”) were resolved. Releasees shall also include all employees, administrators, agents, Los Lunas Schools Boards of Education, insurers, agents, attorneys, or others who could be liable to Releasers for any claims that were and/or could have been advanced by Releasers in the following lawsuit: *Rowena Tachias and Monique Dereta v. Los Lunas Schools Board of Education, and Dana Sanders, in her individual capacity*, Civil Action number 1:21-cv-00085 – MIS/JFR.

II The Parties agree as follows:

- a. This Agreement is intended to operate as a complete and full settlement of all claims between the Releasers and Releasees arising out of the events that form the basis of Releasers’ Complaint (“Complaint”) filed in the United States District Court for the District of New Mexico on February 2, 2021, in Civil Action number 1:21-cv-00085 - MIS/JFR, captioned *Rowena Tachias and Monique Dereta v. Los Lunas Schools Board of Education, and Dana Sanders, in her individual capacity* (hereinafter the “Case”).
- b. This Agreement is intended to fully settle, release, and discharge all claims and causes of action for actual damages, consequential damages, lost wages, punitive damages, remedies under the laws and statutes of the State of New Mexico and the United States, emotional damages, injunctive relief, attorney’s fees, costs and all other types and forms of damages

asserted, or that could have been asserted, in the Case against Los Lunas Schools Board of Education, Dana Sanders, and any and all unnamed or unidentified persons or entities that could have been named in the Case.

c. The Parties, by and through their attorneys, shall take all such actions as may be necessary to have the above-referenced Case dismissed with prejudice upon receipt of the settlement funds and deposit into Releasors' attorneys' IOLTA Trust Account.

1. In consideration of this Agreement, the receipt and sufficiency of which is hereby acknowledged, total payment will be made by the New Mexico Public Schools Insurance Authority in the amount of One Hundred Forty-Five Thousand Dollars (\$145,000) shall be made to Releasors as follows:

- a. Payment to Releasor, Rowena Tachias, by and on behalf of Releasees, in the total and final amount of Three Thousand Seven Hundred Fifty Dollars (\$3,750), which is paid in satisfaction of Releasor's claims.
- b. Payment to Releasor, Monique Dereta, by and on behalf of Releasees, in the total and final amount of Three Thousand Seven Hundred Fifty Dollars (\$3,750), which is paid in satisfaction of Releasor's claims.
- c. Attorney fees paid to Peifer, Hanson, Mullins & Baker, P.A., Releasors' attorneys in the total and final amount of One Hundred Thirty-Seven Thousand Five Hundred Dollars (\$137,500), which is paid in satisfaction of Releasors' claims.
- d. The settlement compensation will be paid by the New Mexico Public Insurance Authority, the insurer for Defendants.
- e. It is understood and agreed that payment made pursuant to this Agreement includes compensation for any and all matters related to or inherent in the issues raised in

the Complaint, including any claim, demand, appeal, action or cause of action which was or could have been asserted in this Case.

2. By entering this Agreement, Releasees do not admit to any liability of any kind, and do not admit to any wrongdoing of any kind, related to any and all aspects of allegations made against them as set forth in the Complaint.

3. As part of this Agreement, each Party agrees to pay its own costs, expert fees and attorney fees, and any other costs or fees in any way related to or arising out of the Complaint.

4. Releasors hereby fully and unconditionally dismiss, release and discharge Los Lunas Schools Board of Education and Dana Sanders, and their successors, assigns, employees, officers, directors, owners, agents, contractors, attorneys, and vendors from any and all claims, charges, causes of actions, violations or demands of every kind and nature whatsoever, arising to the date hereof related to or arising from the incident that made the basis of the Complaint, regardless of whether such claims, charges, causes of actions, violations or demands were or could have been asserted in the Complaint, or in any state or federal court, and/or any other venue, and/or any other venue.

5. Releasors and Releasees expressly agree not to attempt to or otherwise take action to reinstate, refile, or otherwise reopen claims that were made, or which could have been made in this Case against any entity or individual that could have been named as a party to or in the litigation. Releasors and Releasees understand that any such attempts would violated the terms and conditions of this Agreement and subject the violating party to potential payment of attorney fees and costs for the violation and for such other and further relief as the court deems just and proper and as allowed by law.

6. The hereinabove recited consideration is the full, complete, and entire consideration for this Agreement, and there is no agreement, oral or written, express or implied, whereby Releasors are to receive additional consideration of any kind from Los Lunas Schools Board of Education or Dana Sanders.

7. Pursuant to the settlement, Dana Sanders, in her individual capacity, is to be dismissed with prejudice pursuant to a Rule 41 Voluntary Dismissal With Prejudice and Stipulated Order adopting the Voluntary Dismissal With Prejudice.

8. This Agreement contains the entire understanding of the Parties, and there are no representations, covenants, or understandings other than those expressly set forth herein.

9. The Parties agree that this Agreement shall be governed by the laws of the United States of America and the State of New Mexico.

10. Should any of the provisions in this Agreement be determined to be invalid by a court of competent jurisdiction, the Parties agree that this shall not affect the enforceability of the other provisions of the Agreement.

11. The Agreement was negotiated at arms-length. Upon execution of this Release, the Parties attest that they have read, understood, and are in full agreement with the terms of the Agreement and have had the opportunity to discuss the Agreement with legal counsel should they choose to do so.

12. The Parties agree that all terms of this Agreement shall be complied with in a timely manner.

13. This Agreement may be executed in counterparts and a complete agreement compiled from separate signature pages shall be deemed fully effective and binding on the Parties.

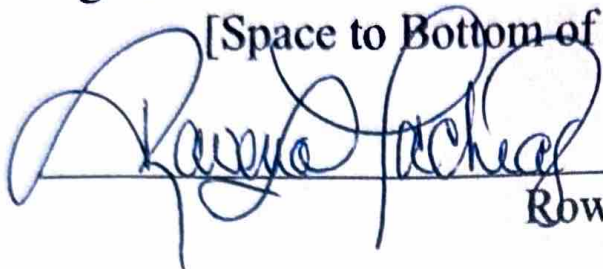
14. The Parties acknowledged to the Court that they had full authority to settle this matter pursuant to the terms and conditions set forth in the record and as reflected in this Agreement.

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14. The Parties acknowledged to the Court that they had full authority to settle this matter pursuant to the terms and conditions set forth in the record and as reflected in this Agreement.

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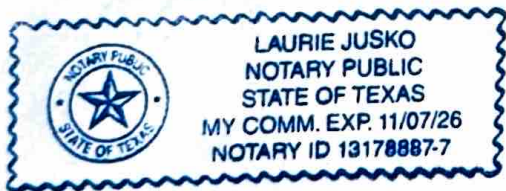


Rowena Tachias

STATE OF TEXAS)

) ss.
COUNTY OF Palo Pinto)

SUBSCRIBED AND SWORN to before me this 5th day of June, 2026, by Rowena Tachias.



Notary Public

My Commission Expires:

11/7/26

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Monique Dereta
Monique Dereta

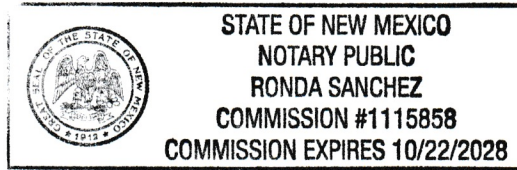
STATE OF New Mexico)
COUNTY OF Valencia) ss.

SUBSCRIBED AND SWORN to before me this 8th day of April, 2026, by
Monique Dereta.

Ronda Sanchez
Notary Public

My Commission Expires:

10-22-28



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