

INDIVIDUAL PLAINTIFF
SETTLEMENT AGREEMENT CONSENT AND RELEASE

PLAINTIFF NAME: _____ (“Plaintiff”).

1. RELEASES. As a material inducement to the State of Nebraska and the State Defendants to enter into the Master Settlement Agreement and Mutual Release (the “Master Agreement”), and to take the actions and make the payments identified therein, upon receipt of the payments of the gross proceeds identified therein, Plaintiff, together with his/her agents, heirs, executors, administrators, successors, and assigns, all of whom are collectively referred to in this Settlement Agreement Consent and Release as Plaintiff, hereby releases and forever discharges the State of Nebraska and all of its departments and agencies, including but not limited to the Nebraska Public Employees Retirement Board, Nebraska Public Employees Retirement Systems, the Nebraska Department of Administrative Services, the Nebraska State Patrol, and the Nebraska State Patrol Retirement System, and also David Heineman, Carlos Castillo, Don Stenberg, Shane Osborn, Gerry Oligmueller, Byron Diamond, Jason Jackson, John Murante, Phyllis Chambers, Denis Blank, Richard Wassinger, Elaine Stuhr, Janis Elliot, Randall Rehmeier, Stuart Simpson, Ron Ecklund, Darrell Fisher, and Jefferey States, and their successors, and also all of the State of Nebraska’s current, former, or future officials, employees, agents, assigns representatives and attorneys, in both their individual an official capacities (collectively the “Released Parties”), from any and all claims and causes of action, known or unknown, arising out of or relating to the claims Plaintiff made, could have made, or could make in the future against the Released Parties with regard to the Nebraska State Patrol Retirement System (the “System”) as it relates to Plaintiff’s current or past contribution rate payable to the System, or any future contribution rate to the System so long as it does not exceed the contribution rate in effect as of the Effective Date of the Master Agreement, including without limitation all claims made in the following litigation:

(a) *Thomas Hayes, et. al v. Castillo et. al*, Case No. 4:11-cv-3229 filed in the United States District Court for the District of Nebraska;

(b) Contract Claims filed with the State of Nebraska in the names of the Plaintiffs; and

(c) The following lawsuits filed in the District Court of Lancaster County, Nebraska:

- Alberico v. State of Nebraska, et al.*, Case No. CI-13-1607
- Bruhn v. State of Nebraska, et al.*, Case No. CI-13-1608
- Hayes v. State of Nebraska, et al.*, Case No. CI-13-1609
- Bauer v. State of Nebraska, et al.*, Case No. CI-13-1611
- Adams v. State of Nebraska, et al.*, Case No. CI-13-1612
- Dishong v. State of Nebraska, et al.*, Case No. CI-13-1616
- Caradori v. State of Nebraska, et al.*, Case No. CI-13-1617

The foregoing release expressly includes claims arising under any federal, state or local constitution, federal or state law, statute, regulation or ordinance, as well as any claims based on employee benefit laws, or the law of contracts, torts or intentional torts, that arise out of the same or substantially similar operative facts at issue in the above-referenced lawsuits.

Following the execution the Master Agreement, which is incorporated herein and made a part of this Settlement Agreement Consent and Release, execution of this Settlement Agreement Consent and Release, and receipt of the payment made by the State of Nebraska as described in the Master Agreement the parties shall neither have any further obligations whatsoever with regard to any obligations relating to the allegations contained in the litigation between the parties, provided that the Parties are obligated to comply with the terms of the Master Agreement and this Settlement Agreement Consent and Release, and the Released Parties are obligated to continue to administer the Nebraska State Patrol Retirement System, including withholding statutory contributions as provided by law.

The Plaintiff also acknowledges that in the event that the parties have a change in circumstances or obtain factual knowledge after execution of this agreement that may differ from the factual knowledge they have in their possession prior to the entry into the agreement, that said change in circumstances or alteration in their factual knowledge shall not alter their duties to comply with the terms contained herein.

The Plaintiff specifically acknowledges that the consideration for signing this Settlement Agreement Consent and Release is his/her entitlement to payment of a portion of the gross lump sum amount (the pre-withholding amount), of which gross lump sum amount Plaintiff's specific pre-withholding portion is identified in Ex. A.—and which pre-withholding portion was reviewed by Plaintiff prior to signing this Agreement—as well as other good and valuable consideration. By signing this Settlement Agreement Consent and Release, Plaintiff acknowledges the sufficiency of consideration and stipulates and agrees to the adequacy of the consideration.

2. DISMISSAL OF ACTIONS. Within 30 days of payment and receipt of all payments identified in Paragraph 3 of the Master Agreement, the Plaintiffs, including the undersigned Plaintiff, agree to dismiss the actions identified in paragraph 1 above, with prejudice. Plaintiff covenants that Plaintiff will not file subsequent litigation pertaining to the current, past or future employee pension contribution rate under the Nebraska State Patrol Retirement System, except as otherwise provided herein or to enforce the terms of the Master Agreement.

3. PRE-CONDITIONS TO THIS RELEASE. If the conditions set forth in Section 5 of the Master Agreement fails to occur, the Master Agreement and this Settlement Agreement Consent and Release shall be null, void, and of no effect.

4. MISCELLANEOUS PROVISIONS.

A. This Settlement Agreement Consent and Release shall be construed and enforced with and governed by the laws of the State of Nebraska. The parties agree that any act to enforce the terms of this release or for any other remedy arising out of this release shall be brought only in the District Court of Lancaster County, Nebraska and in no other court.

- B. The Settlement Agreement Consent and Release and the Master Agreement, which is incorporated by reference as if set forth fully herein, represents the entire and integrated understanding between the parties and supersedes all prior negotiations, representations, or agreements, either written or oral, regarding settlement of this matter. No representation which is not specifically contained herein shall be admissible to establish the inducement of the Master Agreement, and Settlement Agreement Consent and Release. This agreement may only be amended in writing signed by the Parties.
- C. The undersigned hereby warrants that the undersigned has actual and full authority to execute this agreement on behalf of the Plaintiff.
- D. Unless expressly defined in this agreement, capitalized terms used herein have the same meaning as those terms are defined in the Master Agreement.

SETTLEMENT AGREEMENT CONFIRMATION

I _____, (please print) a Plaintiff in this litigation, hereby agree to settle my claims against the State of Nebraska, all its agencies, and all defendants as specifically identified herein, pursuant to the terms of the Master Settlement Agreement and Release and this Settlement Agreement Consent and Release. I have been provided a copy of both the Master Settlement Agreement and Release and this Settlement Agreement Consent and Release and have been advised regarding their terms by my counsel. With my signature upon this document, I expressly and affirmatively authorize my counsel to sign the Master Settlement Agreement and Release on my behalf, and consent to be bound by all the terms contained in both the Master Settlement Agreement and Release and this Settlement Agreement Consent and Release.

PLAINTIFF (SIGNATURE)