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August 13, 2024

ANTE LITEM NOTICE / LETTER OF REPRESENTATION AND REQUEST FOR POLICY LIMITS
PURSUANT TO O.C.G.A. § 33-3-28 / SPOILIATION NOTICE

Via Certified Mail Return Receipt Requested and Electronic Mail

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Re: Claimants: Rebecca Lara, on her own behalf and on behalf of her daughter Gisele Lara, deceased

Date of Loss: August 18, 2023

To Whom it May Concern:

Pursuant to the Georgia Code § 50-21-26, Rebecca Lara hereby serves this Ante Litem Notice on her own behalf and on behalf of her daughter, Gisele Lara, otherwise known as Gisele

Lara Pierce, deceased, (“Claimant”) against the Columbus State University (“CSU”), the Board of Regents of the University System of Georgia, and the State of Georgia (collectively “Defendants”). Further, Claimant serves the following Notice of Representation and Spoliation Notice. All further communication should be directed to our office.

STATEMENT OF FACTS

On August 18, 2023, Janik murdered Gisele Lara on CSU’s campus. Gisele died because the University’s response to actual notice of Janik’s “critical” threat to her safety was clearly unreasonable, improper, inadequate, and even contributory to the cause of her death.

Gisele was a senior at CSU majoring in biology. She had just accepted a position as a Biology Research CSU employee, and she was beginning the process of applying to biology PhD programs. She was Latina and very proud of her accomplishments in a field dominated by white men like Janik, her murderer.

Gisele and Janik were classmates at CSU. They were both biology students conducting research on the same species of fish. During the summer of 2023, they participated in fish research trips conducted by a professor in the Department of Biology, Dr. Michael Newbrey.

At some time during the summer of 2023, Janik raped Gisele. After the rape, Gisele attempted to distance herself from Janik, but his advances continued. According to Gisele’s boyfriend, Matt Gilbert, Gisele started to refer to Janik as “creepy” towards the end of the summer. At a family barbecue in California in early August, Gisele confided in her uncle, Fernando Lara, that a student was following her around at school, harassing her and “creeping [her] out.” Her uncle encouraged her to report the student to the school. Gisele told her uncle she would report him.

1. On Monday, August 14, 2023, Gisele communicated her concerns about Janik to her professor, Dr. Newbrey. In response to her concerns, Dr. Newbrey assured her that Janik would be nowhere near her.

Prior to the start of the Fall 2023 Semester, students began picking research groups for their Ichthyology class. This was a small class comprised of approximately fifteen students, and students would be working in small research groups of approximately three students throughout the semester. *See Exhibit A* at 1. Gisele indicated that she would be in the “Large Mouth Bass” research group. Prior to the start of classes, however, Gisele learned that Janik wanted to be in the same research group.

On Monday, August 14, 2023, the first day of classes, Gisele notified Dr. Newbrey that she could not work in a group with Janik because he had been harassing her, making her feel uncomfortable and unsafe.¹ Afterwards, Gisele informed her boyfriend Matt that she had met with

¹ Upon information and belief, Gisele communicated her concerns about being in the same group as Janik to Dr. Newbrey by text in early August. However, these texts were not on her phone after the Georgia Bureau of

Dr. Newbrey, that Dr. Newbrey had promised to ensure that Janik would be “nowhere near [her],” and that Dr. Newbrey was making Janik switch his research focus to Pan Fish, as opposed to the Large Mouth Bass that Gisele was researching. Exhibit B.

Dr. Newbrey’s response to Gisele indicates that she communicated serious concerns about Janik’s behavior. Nevertheless, although Dr. Newbrey clearly found Gisele’s complaint severe enough to warrant separating her and Janik, he did not report the harassment until Wednesday, August 16, 2023, after Gisele’s boyfriend Matt specifically requested he do so.

2. On Wednesday, August 16, 2023, Gisele and her boyfriend Matt specifically told Dr. Newbrey that Janik had raped Gisele and that he had been harassing and stalking her.

On Wednesday, August 16, 2023, Matt met Gisele for lunch on campus. Over lunch, Gisele told Matt that Janik was scaring her, and she was uncomfortable being around him in class. That morning, per a CSU police report, a security camera showed Janik was stalking Gisele, and she had male Teacher Assistant escort her to class.

Gisele and Matt went to speak to Dr. Newbrey again about Janik’s conduct at around 12:00 pm that day. Gisele met with Dr. Newbrey first, while Matt waited outside his office. Once again, Gisele notified Dr. Newbrey that she did not feel comfortable being around Janik or working on a research project with him. Gisele reported to Dr. Newbrey that Janik had raped and/or sexually assaulted her previously and that he was continuing to stalk and sexually harass her. After Gisele’s meeting, Matt spoke to Dr. Newbrey alone to make it clear again that Janik had raped Gisele and to ensure that Dr. Newbrey would report all information about the matter to the Title IX office.

Dr. Newbrey reported at 5:47 pm that day. Exhibit C. Dr. Newbrey submitted a “Create Care” report. According to Columbus State University’s website, this form is used for reporting, among other things, threatening behavior. *See Create Care CSU, COLUMBUS STATE UNIV.*, <https://www.columbusstate.edu/student-affairs/create-care/>. The information communicated to Dr. Newbrey was of such significance that he marked the report as “Critical.” In addition, Dr. Newbrey texted Gisele later that evening, “I can see you were really upset today. I was worried about you the rest of the day.” Exhibit D.

The report appears to have been routed to Dana Larkin, Assistant Dean of Students, and copied Title IX Coordinator Sarah Secoy, University Chief of Police Laura Bennett, Lt. Wendy Brundage, and all Campus Security Officials with authority to act immediately. Exhibit C. However, no one at CSU took any actions to ensure Gisele received interim support or to implement or even develop a plan for safety measures to protect Gisele on August 16, 2023, or at any time prior. In fact, on August 17, 2023, Title IX Coordinator and Lt. Brundage from CSU’s campus police consciously decided to do nothing. Exhibit D (See CSU Police Dept Follow up report page 3 of 12). These omissions constitute clear, deliberate violations of CSU’s policies, the

Investigations (“GBI”) returned to Claimant. She also may have GBI communicated with him via the app “Slack,” but Claimant has not yet been able to log in to the app to retrieve these messages.

Clery Act, and Title IX.

Incomprehensibly, CSU ignored the complaints that Gisele—a Latina woman—communicated to the University and failed to take her concerns seriously until Matt—a white man—provided a supporting report of Janik’s behavior. Indeed, Dr. Newbrey’s report indicates that Matt was the reporting party and makes no mention of his conversation with Gisele or his observation that she was very upset. Her statements and her strikingly distressed appearance should have appeared in the CARE report.

3. On Thursday, August 17, 2023, Janik chased Gisele to her car after her lab.

Throughout the week, Janik’s threatening behavior intensified. That Thursday evening, as Gisele was leaving her Ecology lab section, Janik chased her to her car. Janik was not in Gisele’s Ecology lab, and the fact that he knew when and where her class was demonstrates that he was surveilling her, and the threat to her safety was escalating. According to Gisele’s boyfriend, she was so distressed about Janik’s behavior that she terrified to go to class on Friday.

Earlier that morning, the school’s Title IX Coordinator, Sarah Secoy, sent Gisele a form email Gisele suggesting Gisele could schedule a meeting with Secoy about Dr. Newbrey’s report. Secoy’s email demonstrated no sense of urgency, despite the fact that the situation had been flagged as “Critical.” Although Secoy notes that support services may be available, she does not explain what supportive measures are or what supportive measures were available to Gisele. Secoy failed to schedule a prompt meeting. In fact, upon information and belief, the meeting times she offered all conflicted with Gisele’s class schedule.

Disturbingly, in meetings with the family after Gisele’s murder, Secoy falsely stated that her email contained links with more information. In fact, the email produced to the family does not contain any links, or even phone numbers for the Title IX office or the CSU Police Department.

Upon information and belief, Dr. Newbry, intentionally or inadvertently, notified Janik of Gisele’s requests for accommodations and safety measures to Janik, which directly and foreseeably led to his retaliation against Gisele, ultimately resulting in her tragic death. Upon information and belief, Title IX Coordinator, Sarah Secoy, and/or other CSU representatives, also intentionally or inadvertently, gave notice of Gisele’s requests for accommodations and safety measures to Janik, which directly and foreseeably led to his retaliation against Gisele, ultimately resulting in her tragic death. Testimony of witnesses interviewed as part of the subsequent investigation make it clear that Janik had actual knowledge that Gisele had reported the sexual harassment and/or rape and that Janik retaliated against Gisele by murdering her out of anger and/or fear of the consequences he would face as a result of her report.

4. The next day, Janik followed Gisele to her car, where he killed her.

On Friday, August 18, 2023, Gisele reported to her boyfriend that she was scared to go to class. Shortly before class began, another student witnessed Gisele and Janik having an altercation, and that they stepped outside. Exhibit E. Both of them returned to class

approximately five minutes late, and, according to Dr. Newbrey, they “appeared distressed.” *Id.* Dr. Newbrey reported that Janik was “wide-eyed,” which immediately caught his attention. *Id.* He also testified that both Gisele and Janik appeared upset. *Id.* Another student, Mitdalia Alonso, reported that Janik was repeatedly looking back at Gisele throughout the class. *Id.* Gisele also wrote notes during class stating, “Ignore him I’ll fill you in later. He went from a nice guy to a weirdo overnight.” Janik told her, “He’d kill himself in front of the whole class.” He was verbally harassing her, demanding “that she needed to date him.” Exhibit F.

After class ended, Janik followed Gisele as she exited the classroom. He pursued her out to her car in the school parking lot, where he confronted her with his firearm and levied accusations that she had been cheating on him.² Gisele repeatedly asked Janik to “stop” and “leave her alone.”

Janik then shot and killed Gisele as she sat in her vehicle and shot and killed himself soon after. These events were captured in an audio file that Gisele recorded on her phone. Unfortunately, the parking lot was not equipped with appropriate safety resources, such as blue light emergency call phones or surveillance cameras, that might have provided some deterrence and/or opportunity for Gisele to have sought help yet again.

When responding to the scene of the shooting, CSU campus police found Gisele still breathing and gasping for air. However, CSU campus police prevented paramedics from examining Gisele or attempting to provide any life saving measures and/or medical treatment. Accordingly, CSU campus police and paramedics’ failure to even attempt medical evaluation or care may have contributed to the cause of Gisele’s death.

CSU’S RESPONSE TO GISELE’S MURDER

In the aftermath of Gisele’s murder, CSU has refused to perform a transparent investigation, often denying them access to, and even destroyed, information that Gisele’s family needed to understand the whole story. CSU even erased all traces of comments on its social media pages criticizing the school’s response to the murder.

In the months following Gisele’s death, the school has made it sometimes difficult and often impossible for the family to get information, answers, or accuracy, and, upon information and belief, the information the school does not want the family to access is of great import. In fact, we believe further investigation may reveal that Gisele reported Janik’s sexual misconduct earlier, in addition to other deficiencies in the school’s Title IX response.

It is Claimant’s duty to find justice and peace for her daughter, to hold CSU, USG, and the State of Georgia accountable for their violations of the law, and to ensure Defendants make the changes to their policies and practices that will prevent tragic deaths like Gisele’s in the future.

APPLICABLE TITLE IX STANDARDS

² According to Gisele’s boyfriend and family, she never had a romantic relationship with Janik, and this behavior is consistent with his stalking, unwanted advances, and delusions that they were dating.

Title IX provides that “[n]o person in the United States shall, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any education program or activity receiving Federal financial assistance.” 20 U.S.C § 1681(a). CSU, the Board of Regents of the University System of Georgia, a division of the State of Georgia, are recipients of federal funding, and Claimant will seek damages for three categories of Title IX violations:

- 1) Student-on-student hostile environment sexual harassment; and
- 2) Selective enforcement of school policies due to gender bias.

Schools receiving federal financial assistance are required to respond to complaints of sexual harassment. In response to such complaints, schools “must respond promptly in a manner that is not deliberately indifferent.” 34 C.F.R. § 106.44(a) (2020). A school is deliberately indifferent if its response is “clearly unreasonable in light of known events.” *Id.* “The Title IX Coordinator must promptly contact the complainant to discuss the availability of supportive measures.” *Id.* Supportive measures are “designed to . . . to protect the safety of all parties or the recipient’s educational environment or deter sexual harassment.” 34 C.F.R. § 106.30(a)(3). Supportive measures can include campus escort services, mutual restrictions on contact between the parties, and increased security and monitoring of certain areas of campus. *Id.*

In support of her Title IX sexual harassment claims, Claimant hereby alleges that: 1) the sexual harassment suffered by Gisele and reported to CSU was sufficiently pervasive, severe, and objectively offensive; 2) an appropriate CSU official had actual knowledge of the sexual harassment; 3) CSU responded to the sexual harassment with deliberate indifference, i.e. in a way that was clearly unreasonable in light of the known circumstances, 4) CSU’s actions and/or inaction resulted in the Gisele experiencing or being more vulnerable to further discrimination based on sex or to the detrimental effects of the initial sexual harassment; and 5) CSU’s deliberate indifference effectively denied the plaintiff access to an education program, activity, or benefit, ultimately resulting in her tragic death. Stinson as next friend of K.R. v. Maye, 824 F. App’x 849, 856–57 (11th Cir. 2020); Williams v. Bd. of Regents of Univ. Sys. of Ga., 477 F.3d 1282, 1293 (11th Cir. 2007).

The school’s response was clearly unreasonable, improper, and inadequate for the reasons including the following:

- Defendants had actual knowledge that Janik raped Gisele and that he was harassing her and stalking her.
- Defendants knew from Dr. Newbrey’s report that the situation was “Critical” and escalating.
- Defendants failed to respond appropriately to reports of threatening behavior.
- Defendants’ response was clearly unreasonable.
- Defendants demonstrated deliberate indifference to the reported sexual harassment and risk of violence.
- Defendants improperly gave notice of Gisele’s report to Janik, which foreseeably led to his retaliation against Gisele, ultimately resulting in her tragic death.

- Defendants’ actions, inaction, policies patterns of behavior, and practices before and after the reported harassment constitute deliberate indifference, which contributed to the cause of Gisele’s death.

Claimants bringing selective enforcement procedural-bias challenges under Title IX “must allege sufficient facts to permit the plausible inference that ‘a similarly-situated member of the opposite sex was treated more favorably than the plaintiff due to his or her gender.’” Doe v. Rollins Coll., 352 F. Supp. 3d 1205, 1211 (M.D. Fla. 2019), (citations omitted). Differences in an individual’s position are “not material to whether [an individual] is a comparator as long as [the plaintiff and the individual] were both subject to the same rules and standards for conduct.” Pinder v. John Marshall Law Sch., LLC, 11 F. Supp. 3d 1208, 1218–19 (N.D. Ga. 2014).

In support of their Title IX selective enforcement claims, Claimant hereby alleges that CSU did not move forward with a CARE report in response to Gisele’s, a female student’s, reports until Matt, a male student, communicated an account that supported Gisele’s reports, and that CSU responded with this disparity of standards due to prejudice against Gisele’s gender.

NATURE OF THE CLAIMS

Gisele’s claims did not abate upon her death, and she hereby provides notice, by and through her mother, Rebecca Lara, of her claims against CSU, the Board of Regents of the University System of Georgia, and the State of Georgia and their respective employees, representatives, staff and/or supervisors for, yet to be identified for:

1. Violating Title IX of the Education Amendments of 1972, 20 U.S.C. § 1681(a), (“Title IX”) through deliberate indifference to sexual harassment and selective enforcement of CSU policies due to gender bias;
2. Denying Gisele equal protection of rights and privileges under the Georgia Constitution through conscious acquiescence in sexual harassment and unequal treatment based on gender and/or racial stereotypes;
3. Denying Gisele equal protection of rights and privileges under the Georgia Constitution by failing to train, supervise, control, instruct, or discipline subordinates; and
4. Denying Gisele equal protection of rights and privileges under the Georgia Constitution by implementing unconstitutional policies and/or for failing to otherwise implement or enforce appropriate policies.

Additionally, Claimant hereby provides notice of her claims for individual liability against CSU, the Board of Regents of the University System of Georgia, and the State of Georgia and their respective employees, representatives, staff and/or supervisors for, yet to be identified for:

5. Violation of the Equal Protection Clause under the Fourteenth Amendment of the United States Constitution pursuant to 42 U.S.C. §1983 for conscious acquiescence in sexual harassment and unequal treatment based on gender and/or racial stereotypes.

Claimant also provides notice of their claims for supervisory liability against CSU the Board of Regents of the University System of Georgia, and the State of Georgia and their respective employees, representatives, staff and/or supervisors for, yet to be identified for:

6. Violation of the Equal Protection Clause under the Fourteenth Amendment of the United States Constitution pursuant to 42 U.S.C. §1983 for failure to train, supervise, control, instruct or discipline and for failure to implement or enforce policy; and
7. Violation of the Equal Protection Clause under the Fourteenth Amendment of the United States Constitution pursuant to 42 U.S.C. §1983 for implementing unconstitutional policies and/or for failing to otherwise implement or enforce appropriate policies.

Claimant also here provides notice of her claims against CSU, the Board of Regents of the University System of Georgia, and the State of Georgia and their respective employees, representatives, staff and/or supervisors for, yet to be identified for breach of contract and breach of the covenant of good faith and fair dealing. Under Georgia law, O.C.G.A. § 9–3–24, breach of contract claims must allege: “(1) a valid contract; (2) material breach of its terms; and (3) damages arising therefrom.” *Anderson v. Deutsche Bank Nat’l Trust Co.*, No. 1:11–cv–4091–TWT–ECS, 2012 U.S. Dist. LEXIS 122130, at *14 (N.D. Ga. Aug. 6, 2012). Courts recognize that “[t]he student-university relationship is generally understood to be contractual by nature.” *Pinder*, 11 F. Supp. 3d at 1221. Students, and the estates of deceased students, may bring breach of contract claims “arising from a university’s alleged failure to comply with its rules governing disciplinary proceedings,” *Anderson v. Vanderbilt Univ.*, 450 F. App’x 500, 502 (6th Cir. 2011), including “the procedural safeguards that it has promised.” *Xiaolu Peter Yu v. Vassar Coll.*, 97 F. Supp. 3d 448, 481 (S.D.N.Y. 2015)(internal quotation marks and citations omitted); *see also Doe v. Rollins Coll.*, 352 F. Supp. 3d 1205, 1212 (M.D. Fla. 2019); *Lynn*, 235 F. Supp. 3d 1336; *Morehouse Coll. v. McGaha*, 627 S.E.2d 39 (2005).

The Clery Act standing alone neither creates a private cause of action nor sets a tort standard of care. 20 U.S.C. § 1092(f)(14)(A). However, contracts between students and schools receiving federal funding expressly and implicitly incorporate the provisions of the Clery Act into their terms. While a student may not have standing to sue under the Clery Act, the statute does not deny students the right to assert contractually protected private interests. On the contrary, the Clery Act is a consumer protection statute designed to guard students’ ability to enter contracts knowingly and freely. *See Sexual Assault on Campus: Working to Ensure Student Safety: Hearing Before the S. Comm on Health, Educ., Labor, & Pensions*, 114th Cong. (2014) (statement of James Moore, Senior Advisor, Clery Act Compliance Div., U.S. Dept. of Educ.), *available at* <https://www.help.senate.gov/imo/media/doc/Moore.pdf>.

8. CSU violated the Clery Act because, for example, the University:

- a) Failed to provide Gisele a description of “each type of disciplinary proceeding used by the institution; the steps, anticipated timelines, and decision-making process for each type of disciplinary proceeding; how to file a disciplinary complaint; and how the institution determines which type of proceeding to use based on the circumstances of an allegation, the standard of evidence that would be used, or all of the possible sanctions that could result from disciplinary proceedings,” when CSU learned of the Gisele’s sexual assault and stalking reports, 34 C.F.R. § 668.46 (k)(1); 20 U.S.C. §1092(f)(1)(A), (8)(A)-(B);
- b) Failed to provide Gisele written notification of all of her rights under policy and federal law, including her right to access all information that would be used in the sexual misconduct complaints she submitted, 34 C.F.R. § 668.46(b)(11)(vii); 20 U.S.C. § 1092(f)(8)(C);
- c) Failed to conduct an investigation “in a manner that [was] transparent to [Complainant],” 34 C.F.R. § 668.46(k)(3)(i)(B)(1); 20 U.S.C. § 1092(f)(8)(B)(vi);
- d) Allowed officials biased against Gisele and without adequate training to conduct procedures related to reports Gisele submitted, 34 C.F.R. § 668.46(k)(3)(i)(C), (k)(2)(ii); 20 U.S.C. § 1092(f)(8)(B)(iv)(I);
- e) Failed to assist Gisele with law enforcement, including by failing to help her obtain police protection;
- f) Failed to keep Gisele’s requests for accommodations and protective measures confidential to the extent possible, 34 C.F.R. § 668.46(b)(11)(iii);
- g) Failed to provide Gisele reasonable, appropriate, available accommodations and protective measures, 34 C.F.R. § 668.46(b)(11)(v); 20 U.S.C. § 1092(f)(8)(B)(vi).

Accordingly, hereby provides Defendants notice of her claims for:

- 9. Breach of contract with Gisele and breach of the covenant of good faith, by failing to comply with their own rules, policies and procedures.
- 10. Breach of contract with Gisele and breach of the covenant of good faith, by failing to comply with the requirements of the Clery Act.
- 11. Breach of contract with Gisele and breach of the covenant of good faith, by failing to comply with the requirements of Title IX.
- 12. Breach of contract with Gisele and breach of the covenant of good faith, by failing to comply with the requirements of Title VI.
- 13. Breach of contract with Gisele and breach of the covenant of good faith, in that their failures were arbitrary, malicious and/or in bad faith.

Claimant also here provides notice of her claims against CSU, the Board of Regents of the University System of Georgia, and the State of Georgia and their respective employees, representatives, staff and/or supervisors for, yet to be identified for:

14. Negligence associated with breaching the duty of care owed to Gisele to respond appropriately to reports of sexual harassment, which foreseeably and directly contributed to the cause of Gisele's death.

In addition to bringing claims on behalf of her daughter, Claimant Rebecca Lara, hereby provides notice that she intends to bring claims on her own behalf against CSU, the Board of Regents of the University System of Georgia, and the State of Georgia and their respective employees, representatives, staff and/or supervisors for, yet to be identified for:

15. Wrongful death pursuant to Georgia Code § 51-4-1, in that Defendants' negligence, failures, breaches, wrongful acts and omissions foreseeably and directly contributed to the cause of Gisele's death.

DAMAGES INCURRED

As a result of Defendants' negligence, failures, breaches, wrongful acts and omissions identified above, Gisele was needlessly murdered and she suffered a loss of access to educational opportunities and benefits, tuition and related expenses, housing and related expenses, personal injuries, pain and suffering, loss of chance, mental anguish, medical expenses, impaired earning capacity, lost wages, and other injuries resulting in special, general and punitive damages.

Additionally, as a result of the wrongful acts and neglect identified above, Rebecca Lara's daughter was needlessly murdered. Among other things, she suffered a loss of society, comfort, association, love, counsel, care, consortium and protection, loss of the reasonable expectation to associate with Gisele, the value of services Gisele would have provided and other injuries resulting in special, general and punitive damages.

OFFER TO COMPROMISE CLAIM

The purpose of an ante-litem notice such as this is to afford a government entity the opportunity to investigate a claim, ascertain the evidence, and avoid unnecessary litigation. *See Stelling v. Richmond County*, 81 Ga. App. 571 (1950). Accordingly, please consider this letter as an opportunity to amicably resolve this claim. To that end, Claimant hereby demands that Defendants pay \$25,000,000.00 (Twenty-Five Million Dollars) to settle this matter and all related claims. Further, Claimant proposes that the parties promptly schedule a mediation to give the parties full opportunity to exchange information and explore the potential for resolution without the need for protracted and expensive litigation.

We ask that forward letter to all other appropriate parties. If this offer of compromise is denied, our office intends to pursue all necessary litigation. If you have any questions or need further clarification on this important matter, please feel free to contact our office at 801-845-0440.

In addition, we invite the opportunity to further discuss the underlying incident and would appreciate any related documentation you can provide.

SPOILIATION NOTICE

This letter is also a formal demand for the preservation of certain evidence related to the subject incident. If you fail to properly secure and preserve these important pieces of evidence it will give rise to the legal presumption that the evidence would have been harmful to your side of the case. Furthermore, if you fail to preserve and maintain this evidence, we will seek all sanctions available under the law. Please see: *Court of Appeals of Georgia v. Bailey Brothers Realty, Inc.*, 2010 WL 2652453 (Ga. App. June 6, 2010). The destruction, alteration, or loss of any of the below constitutes a spoliation of evidence under Georgia law. We specifically request that the following evidence be maintained and preserved and not be destroyed, modified, altered, repaired, or changed in any manner:

1. All logs referencing or related to the subject incident and/or events involving Gisele or Janik preceding the subject incident;
2. All video or audio recordings of the subject incident and/or events involving Gisele or Janik preceding the subject incident;
3. Any e-mails, phone calls, audio recordings, electronic messages, letters, memos or other documents concerning the subject incident and/or events involving Gisele or Janik preceding the subject incident;
4. Any manuals, guidelines, policies, procedure rules or regulations pertaining to handling reports of sexual harassment, threatening behavior and/or violence;
5. A list of all employees involved in the subject incident and/or events involving Gisele or Janik preceding the subject incident;
6. The entire personnel file of all employees involved in the subject incident and/or events involving Gisele or Janik preceding the subject incident;
7. Any e-mails, phone calls, audio recordings, electronic messages, letters, memos or other communication between Dr. Newbry and Gisele or Janik or any other person related to Gisele's report of sexual harassment.

To assure that your obligation to preserve documents and things is met, please immediately forward a copy of this letter to all persons and entities with custodial responsibility for the items referred to in this letter.

Lastly, Pursuant to O.C.G.A. § 33-3-28, we request that you send us a copy of the declarations page for your insured policy and a statement regarding any and all potentially applicable policies of insurances issued by your respective agencies, including excess or umbrella insurance; the name of the insurer; the name of each insured, and the limits of coverage for each policy.

In the event that you feel this ANTE LITEM NOTICE does not satisfy the statutory requirements, in any way, please notify our office immediately. Thank you for your cooperation, and please feel free to call us with any questions at 801-845-0440.

Sincerely,

A handwritten signature in black ink, appearing to read "B.C. Stewart". The signature is fluid and cursive, with the first letters of the first and last names being capitalized and prominent.

Brian C. Stewart
PARKER & MCCONKIE
Attorneys for Claimant, Rebecca Lara

/s/ Lisa Anderson

Lisa Anderson
Atlanta Women for Equality
Attorneys for Claimant, Rebecca Lara