

UNITED STATES DISTRICT COURT FOR THE DISTRICT OF MARYLAND

Donna J. Satterlee, Ph.D. v. University of Maryland Eastern Shore, et al.

Satterlee · No. SAG-25-02403 · Decided February 25, 2026

SUMMARY

The United States District Court for the District of Maryland granted Defendants’ motion to dismiss Donna J. Satterlee’s employment-related claims against the University of Maryland Eastern Shore, the University System of Maryland, and associated employees. The court held that the release in Plaintiff’s Transitional Terminal Leave Agreement covered the asserted claims and that Plaintiff had not sufficiently pleaded that the Agreement was void or voidable based on fraudulent inducement, coercion, or her mental state. The claims were dismissed without prejudice.

CASE DETAILS

COURT	United States District Court for the District of Maryland
WRITING FOR THE COURT	Stephanie A. Gallagher
JURISDICTION	United States District Court for the District of Maryland
DECIDED	February 25, 2026
DOCKET	SAG-25-02403
DISPOSITION	dismissed
PROCEDURAL POSTURE	Defendants moved under Federal Rule of Civil Procedure 12(b)(6) to dismiss Plaintiff's employment-related federal and state claims on the ground that Plaintiff released the claims in a Transitional Terminal Leave Agreement. The court considered the complaint and the Agreement and granted the motion.
STANDARD OF REVIEW	On a Rule 12(b)(6) motion, the court accepts well-pleaded factual allegations as true and draws reasonable inferences in the plaintiff's favor, but need not accept legal conclusions, labels, or a formulaic recitation of the elements. An affirmative defense may be resolved on a motion to dismiss only when all facts necessary to establish it appear on the face of the complaint; the court may also consider documents attached to, incorporated into, or integral to and explicitly relied upon in the complaint whose authenticity is not challenged.

PRECEDENTIAL VALUE	unpublished and nonprecedential federal district court memorandum opinion
PARTIES	Donna J. Satterlee, Ph.D. v. University of Maryland Eastern Shore, University System of Maryland, Dr. Grace Namwamba, Other employees of the University of Maryland Eastern Shore and University System of Maryland

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QUESTIONS PRESENTED

1. Whether the court could consider the Transitional Terminal Leave Agreement on a Rule 12(b)(6) motion in resolving Defendants' release defense.
2. Whether Plaintiff sufficiently pleaded that the Agreement was void or voidable because Defendants fraudulently induced her to sign it.
3. Whether Plaintiff sufficiently pleaded that her mental or economic condition invalidated the Agreement.

HOLDINGS

1. The court may consider the Agreement because Plaintiff explicitly referenced it in the complaint, it formed the basis of her fraudulent-inducement claim, and its authenticity was not challenged. The court could not consider the fitness-for-duty materials or counsel correspondence because they were not integral to and explicitly relied upon in the complaint.
2. Plaintiff failed to sufficiently plead that the Agreement was void or voidable because she did not identify any particular false representation that induced her to sign it. Alleging that Defendants threatened termination was insufficient because Plaintiff did not allege that the threat was false.
3. Plaintiff did not sufficiently plead that her economic vulnerability or mental and health conditions invalidated the Agreement. The economic vulnerability associated with the potential loss of a job, without more, does not invalidate a termination agreement, and Plaintiff failed to allege facts showing that her conditions prevented her from understanding the Agreement and its consequences.

KEY QUOTATIONS

“A party may rescind a contract if the other party to the contract fraudulently induced her to enter into it.”

“The economic vulnerability attendant to the potential loss of a job cannot itself invalidate a termination agreement; otherwise, employers and employees could never enter into such agreements.”

FACTUAL BACKGROUND

Plaintiff was a tenured associate professor at the University of Maryland Eastern Shore and had raised allegations of unequal treatment by her department chair. After the department chair accused Plaintiff of workplace bullying, the University's Office of Institutional Equity issued an adverse report and imposed a termination sanction, which Plaintiff alleged the Office lacked authority to impose. Defendants allegedly used the threat of termination to coerce Plaintiff into signing a Transitional Terminal Leave Agreement ending her employment, and the Agreement contained a broad release of claims.

PROCEDURAL HISTORY

Plaintiff filed suit against her former employer and related entities and employees, alleging claims arising from her employment and resignation, including fraudulent inducement concerning a separation agreement. Defendants jointly moved to dismiss. The court declined to consider documents not referenced in or integral to the complaint, considered the Agreement, dismissed the complaint without prejudice, and stated that a separate order would follow.

DISPOSITION

dismissed

CASES CITED

- In re Birmingham, 846 F.3d 88, 92 (4th Cir. 2017)
- Goines v. Valley Cmty. Servs. Bd., 822 F.3d 159, 165–66 (4th Cir. 2016)
- Bell Atl. Corp. v. Twombly, 550 U.S. 544, 555 (2007)
- E.I. du Pont de Nemours & Co. v. Kolon Indus., Inc., 637 F.3d 435, 440 (4th Cir. 2011)
- Houck v. Substitute Tr. Servs., Inc., 791 F.3d 473, 484 (4th Cir. 2015)
- Perry v. Merit Sys. Prot. Bd., 582 U.S. 420, 435 n.9 (2017)
- Goodman v. Praxair, Inc., 494 F.3d 458, 464 (4th Cir. 2007)
- Phillips v. LCI Int'l, Inc., 190 F.3d 609, 618 (4th Cir. 1999)
- Levy v. Allegis Grp., Inc., 2025 WL 2711552, at *5 (D. Md. Sept. 23, 2025)
- Swinton Home Care, LLC v. Tayman, 264 Md. App. 487, 496, 498–99 (2025)
- Cassiday v. Greenhorne & O'Mara, Inc., 220 F. Supp. 2d 488, 492 (D. Md. 2002)

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