

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PRECEDENTIAL VALUE	unpublished and nonprecedential federal district court memorandum opinion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

TOPICS

[motions to dismiss](#)
[affirmative defenses](#)
[fraudulent inducement](#)
[employment contracts](#)
[civil procedure](#)

PRACTICE AREAS

[civil procedure](#)
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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)

OPINION

Satterlee

PER CURIAM.

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MARYLAND

*

DONNA J. SATTERLEE, PH.D *

* Plaintiff, * * Civil Case No.: SAG-25-02403 v. * *

UNIVERSITY OF MARYLAND EASTERN *

SHORE, et al. * * Defendants. * * * * *

MEMORANDUM OPINION

Plaintiff Donna J. Satterlee brings this action against her former employer, the University of Maryland Eastern Shore (“UMES”), as well as the University System of Maryland and several employees of both entities (collectively, “Defendants”) arising out of her employment with and resignation from UMES. ECF 7. Defendants have jointly filed a motion to dismiss the complaint, ECF 21, which Plaintiff opposed, ECF 26. Defendants then jointly filed a reply. ECF 28. This Court has reviewed the filings and finds that no hearing is necessary. See Loc. R. 105.6 (D. Md. 2025). For the reasons explained below, Defendants’ motion to dismiss will be granted.

I. BACKGROUND

The following facts are derived from Plaintiff’s complaint, ECF 7, and are assumed to be true for purposes of this motion. Plaintiff previously worked as a tenured associate professor at UMES. Id. ¶ 1. On several occasions throughout her tenure, Plaintiff raised allegations of unequal treatment by her department chair, Defendant Dr. Grace Namwamba. Id. ¶¶ 6, 56–59. In early 2024, Defendant Namwamba filed allegations of workplace bullying against Plaintiff with the UMES Office of Institutional Equity. Id. ¶ 79. After conducting what Plaintiff describes as a “sham investigation,” that Office issued a final report making an adverse finding against Plaintiff and imposing a sanction of termination. Id. ¶¶ 79, 81, 84. Plaintiff alleges that the Office lacks authority to issue such a sanction. Id. ¶ 84. Defendants then used this threat of termination to “coerce” Plaintiff into resigning by signing a Transitional Terminal Leave Agreement (the “Agreement”), which ended her employment in late 2024. Id. ¶¶ 85, 135. She further alleges that “Defendants preyed on Plaintiff’s extreme distress, anxiety, panic attacks, health conditions, and economic vulnerability to coerce her into signing [the Agreement].” Id. ¶ 138. Plaintiff now brings several federal and state claims arising out of her employment and the process by which it ended, including a claim that Defendants fraudulently induced her to enter into the Agreement.

II. LEGAL STANDARD

A defendant is permitted to test the legal sufficiency of a complaint by way of a motion to dismiss. See, e.g., *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). A Rule 12(b)(6) motion constitutes an assertion by a defendant that, even if the facts alleged by a plaintiff are true, the complaint fails as a matter of law “to state a claim upon which relief can be granted.” Fed. R. Civ. P. 12(b)(6). Whether a complaint states a claim for relief is assessed by reference to the pleading requirements of Rule 8(a)(2), which provides that a complaint must contain a “short and plain statement of the claim showing that the pleader is entitled to relief.” The purpose of the rule is to provide the defendant with “fair notice” of the claims and the “grounds” for entitlement to relief. *Bell Atl. Corp. v. Twombly*, 550 U.S. 544, 555 (2007). In reviewing a Rule 12(b)(6) motion, a court “must accept as

true all of the factual allegations contained in the complaint” and must “draw all reasonable inferences [from those facts] in favor of the plaintiff.” *E.I. du Pont de Nemours & Co. v. Kolon Indus., Inc.*, 637 F.3d 435, 440 (4th Cir. 2011) (citations omitted); *Houck v. Substitute Tr. Servs., Inc.*, 791 F.3d 473, 484 (4th Cir. 2015). But if a complaint provides no more than “labels and conclusions” or “a formulaic recitation of the elements of a cause of action,” it is insufficient. *Twombly*, 550 U.S. at 555.

III. DISCUSSION

Defendants argue that all of Plaintiff’s claims must be dismissed because she released them in the Agreement. Release constitutes an affirmative defense. *Perry v. Merit Sys. Prot. Bd.*, 582 U.S. 420, 435 n.9 (2017). A court may not reach an affirmative defense in deciding a Rule 12(b)(6) motion to dismiss unless all facts necessary to establish the defense are alleged in the complaint. *Goodman v. Praxair, Inc.*, 494 F.3d 458, 464 (4th Cir. 2007). However, without converting a motion to dismiss into a motion for summary judgment, a court may consider, in addition to the complaint, documents attached to or incorporated into the complaint and documents “integral to and explicitly relied on in the complaint” whose authenticity is not challenged. *E.I. du Pont de Nemours*, 637 F.3d at 448 (quoting *Phillips v. LCI Int’l, Inc.*, 190 F.3d 609, 618 (4th Cir. 1999)). The parties ask this Court to consider several documents in addition to the complaint as pertinent to this argument. Defendants ask that this Court consider the Agreement itself, as well as an email from Plaintiff’s prior counsel to Defendants’ counsel that discusses the possibility of entering the Agreement. ECF 21-4, 21-5. Additionally, both Defendants and Plaintiff ask this Court to consider different documents relating to a fitness for duty evaluation that Plaintiff underwent. ECF 26-1, 28-1. This Court concludes that it may consider only the Agreement, which Plaintiff not only explicitly references in the complaint, but also forms the basis for her claim that Defendants fraudulently induced her to enter into it. Furthermore, Plaintiff does not contest the authenticity of this document. In contrast, the complaint makes no mention of a fitness for duty evaluation or discussions between counsel. Although these other documents might be relevant to Plaintiff’s claims, they are not “integral to and explicitly relied on in the complaint.” Accordingly, this Court will consider only the complaint and the Agreement in evaluating this motion. The Agreement provides, in pertinent part: In consideration for the promises set forth in this Agreement, EMPLOYEE, on their own behalf as well as on behalf of their heirs, administrators and assigns, unconditionally releases and forever discharges the UNIVERSITY, the State of Maryland, the Board of Regents of the University System of Maryland, the University System of Maryland and the respective agents, servants and employees of each of the above entities (the “Releasees”) in both their personal and official capacities, from any and all claims, charges, actions, suits, damages and expenses, including attorneys’ fees, from the beginning of time until the Effective Date of this Agreement (as defined below in Section IV.D.), which relate or pertain to EMPLOYEE’s UNIVERSITY employment, including, but not limited to, any claims arising from alleged violations of laws (federal, state, and local), Executive Orders, and regulations, including

the Bylaws, Policies and Procedures of the Board of Regents of the University System of Maryland and the UNIVERSITY, and any and all claims arising under the Age Discrimination in Employment Act of 1967, as amended. ECF 21-5 at 5. Plaintiff does not dispute that this language covers all of the Defendants and claims in this case. Instead, Plaintiff argues that the Agreement, and therefore the release that it contains, is void. See *Levy v. Allegis Grp., Inc.*, 2025 WL 2711552, at *5 (D. Md. Sept. 23, 2025) (denying motion to dismiss based on affirmative defense of release because plaintiff alleged that release agreement was void). This argument rests primarily on Plaintiff's fraudulent inducement claim, which alleges that Defendants fraudulently induced her to enter into the Agreement. A party may rescind a contract if the other party to the contract fraudulently induced her to enter into it. *Swinton Home Care, LLC v. Tayman*, 264 Md. App. 487, 498–99 (2025). Fraudulent inducement requires, in pertinent part, the making of a false representation. *Id.* at 496. This Court concludes that, at present, Plaintiff has failed to sufficiently plead fraudulent inducement because the complaint does not allege any particular false representation made to her. She alleges that Defendants "coerced" her into signing the Agreement through the threat that she would be fired immediately. ECF 7 ¶¶ 85, 135. Plaintiff does not allege, however, that this threat was false. Even though Plaintiff contends that such a termination would have been unlawful, nothing in the complaint suggests that Plaintiff would not have actually been terminated had she refused to sign the Agreement. Furthermore, Plaintiff identifies no other allegedly false representations that led her to sign the Agreement. Plaintiff also appears to argue that the Agreement is void because of her mental state at the time that she signed it. The complaint alleges that "Defendants preyed on Plaintiff's extreme distress, anxiety, panic attacks, health conditions, and economic vulnerability to coerce her into signing [the Agreement]." This allegation similarly fails to sufficiently plead any basis for rescission of the Agreement. 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. See *Cassiday v. Greenhorne & O'Mara, Inc.*, 220 F. Supp. 2d 488, 492 (D. Md. 2002). Furthermore, to the extent that Plaintiff believes that her health conditions rendered her mentally incapable of contracting, she has not alleged whether or how any of those conditions or their combination prevented her from understanding the Agreement and its consequences. Because the release in the Agreement covers all of the Defendants and claims in this case and Plaintiff has failed to sufficiently plead that the Agreement is void or voidable, this Court must dismiss Plaintiff's complaint in its entirety. Because Plaintiff may be able to plead sufficient facts to establish that the contract is void or voidable, however, her claims will be dismissed without prejudice.

IV. CONCLUSION

For the reasons stated above, Defendants' motion to dismiss, ECF 21, is granted. Plaintiff's claims are dismissed without prejudice. A separate Order follows. Dated: February 25, 2026 /s/ Stephanie A. Gallagher United States District Judge

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