

**RELEASE OF CLAIMS AND SETTLEMENT
(INCLUDING RELEASE OF TORT CLAIM UNDER N.C.G.S. § 143-291, et seq.)**

THIS RELEASE OF CLAIMS AND SETTLEMENT (“Settlement”) is entered into by and between Dr. Mike Adams (“Adams”), and the University of North Carolina at Wilmington (“UNC-Wilmington,” “UNCW,” or “University”) organized under the Board of Governors of the University of North Carolina, a state-supported institution of higher education and constituent institution of the University of North Carolina, acting by and through its authorized officials;

WHEREAS, Adams is a professor at UNCW;

WHEREAS, the parties wish for Adams to depart the University via early retirement without mutual fault, liability, or litigation;

WHEREAS, the University has communicated to Adams potential disciplinary actions against him that it is considering, and Adams has communicated allegations and/or unfiled claims related to those potential disciplinary actions;

WHEREAS, Adams denies that the University has any reason to take any disciplinary actions against him;

WHEREAS, UNC-Wilmington and its employees and agents deny any liability as to said allegations and/or unfiled claims;

WHEREAS, UNC-Wilmington and its employees and agents and Adams desire to resolve their disputes on mutually agreeable terms;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, Adams and UNC-Wilmington hereby agree to the following terms of settlement in full satisfaction of all claims or potential claims which have been, or could be, asserted by Adams against UNC-Wilmington, the Trustees of UNC-Wilmington, or the Board of Governors of The University of North Carolina, their officers, agents or employees:

I. WARRANTIES

- A. Each party warrants and represents to the other that it has been fully informed and has full knowledge of the terms, conditions and effects of this Settlement.
- B. Each party warrants and represents to the other that no promise or inducement has been offered or made except as herein set forth, and that this Settlement is executed without reliance upon any statement or representation by any other party or its agent.
- C. Each party warrants and represents to the other that they have been advised to consult with legal counsel and have consulted with legal counsel prior to executing this Settlement.

II. OBLIGATIONS

- A. After receiving written approval of this Settlement by the Board of Governors of The University of North Carolina and the Office of the Attorney General, Adams will:
 - 1. Submit his resignation from his position as professor at UNC-Wilmington and file his retirement application with an effective date of August 1, 2020;

2. Agree not to perform any work for a TSERS (Teachers' and State Employees' Retirement System) employer for six (6) months after his retirement effective date;
 3. Withdraw OCR Complaint No: 11-19-2160;
 4. Allow the University to issue the following public statement as part of its public statement regarding Adams's departure from the University: "After a discussion with the Chancellor, I have decided to retire from the University." and
 5. Agree to the terms of the releases and assurances in paragraph III of this Settlement.
- B. After receiving written approval of this Settlement by the Board of Governors of The University of North Carolina and the Office of the Attorney General, UNC-Wilmington will:
1. Accept Adams' resignation from his tenured faculty position;
 2. Pay Adams the total sum of \$504,702.76, representing (1) the difference in pay between early retirement and his annual salary for the next four years; and (2) the difference in full and early retirement benefits from 2024 to 2044. The payment shall be made in accordance with the attached Payment Schedule (Attachment A), the first such payment due within thirty (30) days of the last signature on this Agreement, and subsequent payments due on January 15 of each year subject to withholdings;
 3. Issue a public statement, press release, and/or media response(s) related to Adams' resignation, that as part of it quotes Adams as saying, "After a discussion with the Chancellor, I have decided to retire from the University."

III. RELEASES AND ASSURANCES

Adams hereby releases, acquits, and forever discharges The University of North Carolina, the Board of Governors of the University of North Carolina, UNC-Wilmington and all current and former trustees, officers, agents and employees of the above-named entities (in both their official and individual capacities), and all successors of the above-named entities from all claims, actions, causes of action, demands, rights, damages, costs, sums of money, accounts, covenants, contracts, promises, attorney fees and all liabilities of any kind or nature whatsoever at law, in equity, or otherwise, known or unknown, which he ever had, now has, or may have had against these entities through the date of this Settlement.

IV. OLDER WORKERS BENEFIT PROTECTION ACT

In compliance with the Age Discrimination in Employment Act ("ADEA") as amended by the Older Workers Benefit Protection Act of 1990 ("OWBPA") (collectively, "those Acts"), Adams acknowledges that the waiver contained in paragraph III includes waiver of his rights under those Acts and releases the persons and entities listed in paragraph III from liability under those Acts. Adams acknowledges that this waiver is knowing and voluntary. Adams waives his right to have twenty-one (21) calendar days to consider this Settlement. He acknowledges that he has read and understands all of the terms and conditions of this Settlement. He warrants and represents that he has consulted with an attorney concerning all of the terms and conditions of this Settlement prior to executing this Settlement. He acknowledges that he has received consideration under the terms of this Settlement in exchange for his waiver of his rights under the ADEA and the OWBPA. Adams shall have seven (7) calendar days to revoke this Settlement following execution of the same, and this Settlement is effective only if there is no revocation by Adams during that seven (7) day period of time.

V. COMPROMISE OF DISPUTED CLAIMS

Each party understands and agrees that this Settlement is in compromise of doubtful and disputed allegations and/or potential claims; that no covenant herein is to be construed as an admission of liability on the part of any party hereby released; that each party hereby released denies any liability for such claims; and that each party intends merely to resolve the disputed claims between them without litigation.

VI. TAX MATTERS

Consistent with the law and UNCW policy, Adams agrees that he will be solely responsible for any tax payments that may be assessed on the amount(s) he receives from UNCW pursuant to this Settlement.

VII. EFFECT AND ENFORCEMENT OF SETTLEMENT

- A. This Settlement shall be binding upon and inure to the benefit of the parties or of their agents, officers, employees, successors, assigns, heirs, executors, and administrators.
- B. This Settlement constitutes the entire Settlement between the parties and supersedes previous discussions or agreements that the parties may have had or made regarding the settlement of their disputes.
- C. In the event that a dispute regarding compliance with this Settlement occurs, the parties shall first attempt to resolve the dispute through their attorneys without taking legal action.
- D. If those informal efforts at resolution fail and taking legal action to enforce this Settlement becomes necessary, Adams shall be entitled to recover his reasonable attorneys' fees should he prevail in the legal action.

VIII. APPROVAL

This Agreement will be completely void and have no legal effect on either party if it is not bindingly approved by the Board of Governors of The University of North Carolina and the Office of the Attorney General on or before August 1, 2020.

IX. GOVERNING LAW AND FORUM SELECTION

It is agreed, between the parties, that this Agreement shall be governed by, construed and enforced in accordance with laws of the State of North Carolina, where all matters relating to the validity, construction, interpretation, and enforcement shall be determined.

X. SIGNATURES AND EXECUTION

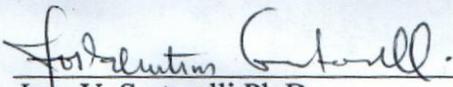
The parties agree that facsimile and electronic signatures shall be treated as original signatures. The Settlement may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same Settlement.

I have read, understand and agree with the terms and conditions stated in this Settlement, and by my signature, I acknowledge my agreement and my opportunity to have consulted with counsel of my own choosing, and that in signing this Settlement, I intend to be legally bound by it.

Dr. Mike Adams

Date

University of North Carolina at Wilmington by:



Jose V. Sartarelli Ph.D.
Chancellor

June 28, 2020
Date

Attachment A—PAYMENT SCHEDULE

Settlement	
Item	Amount
Salary differential (2020–21, 2021–22, 2022–23, 2023–24):	\$219,440
Retirement differential (20 years):	\$285,262.76
Total:	\$504,702.76

Payment Schedule					
Item	Tax Year				
	2020	2021	2022	2023	2024
Settlement Payment from UNCW to Adams	\$100,852.56	\$100,852.55	\$100,852.55	\$100,852.55	\$100,852.55