

SETTLEMENT AGREEMENT AND GENERAL RELEASE

THIS SETTLEMENT AGREEMENT AND GENERAL RELEASE (“the Agreement”) is made and entered into, voluntarily and knowingly, by and between Hakim Djaballah, Ph.D. (Dr. Djaballah) and the Board of Regents of the University of New Mexico (“UNM”), for its public operation known as the Health Sciences (“UNMHSC”), specifically the UNM School of Medicine (the “SOM”) (collectively, “the Parties”):

1. **The Lawsuit.** Dr. Djaballah has brought a lawsuit in the Second Judicial District Court for the State of New Mexico, styled *Hakim Djaballah, PhD. v. University of New Mexico Board of Regents*, No. D-202-CV-2023-04008, alleging violations of the New Mexico Whistleblower Protection Act (“WPA”). Dr. Djaballah has retained Ives & Flores, PA as his legal counsel to represent him in such lawsuit.

2. **Denial of Liability.** UNM denies that it has violated the New Mexico Whistleblower Protection Act with respect to any aspect of Dr. Djaballah’s employment with UNM. The Parties recognize, however, that continued litigation of this dispute will be costly, disruptive, and time-consuming. Accordingly, to avoid the time, expense, and uncertainties of litigation, the Parties now wish to settle and dismiss their dispute on the following terms and conditions.

3. **Consideration (UNM to Dr. Djaballah).** In exchange for the execution of this Agreement by Dr. Djaballah and the releases, promises, representations, and warranties included, and as consideration to which Dr. Djaballah is not already entitled, the Parties agree that:

(a) UNM will issue a payroll check in the amount of Six Hundred and Twenty Six Thousand Four Hundred and Two Dollars (626,402.00) payable to “Hakim Djaballah.” This sum represents compensation for claimed lost wages and all required deductions will be made from the payment.

(b) The Risk Management Division of the State of New Mexico (“RMD”) will issue a check in the amount of One Million Four Hundred Seventy Three Thousand, Five Hundred and Ninety Eight Dollars (1,473,598.00) as settlement offered as consideration, payable to “Ives & Flores, PA Trust Account.” Ives & Flores, P.A. will provide RMD with a W9 form.

(c) UNM will provide Dr. Djaballah with letter of reference from a member of HSC leadership stating he is eligible for reemployment with UNM, and that his separation in 2021 was due to lack of funding.

4. **Consideration (Dr. Djaballah to UNM).** In exchange for the execution of this Agreement by UNM and the promises, representations, and warranties included, and as consideration, Dr. Djaballah will authorize the filing of the Joint Motion to Dismiss with Prejudice Contingent Upon Funding of Settlement (attached as Exhibit A).. Upon receipt of the consideration set forth in Paragraph 3, Plaintiff Djaballah will:

(a) give UNM a release of any and all claims (*see Paragraph 5 below*);

- (b) approve and stipulate to the proposed order granting the motion to dismiss (attached as Exhibit B), and authorize its submission to the Court; and
- (c) withdraw all requests to UNM pursuant to the Inspection of Public Records Act.

5. **General Release by Dr. Djaballah.** Dr. Djaballah, on behalf of himself, his heirs, estate, executors, administrators, and assigns, hereby forever releases and fully discharges UNM, RMD, the State of New Mexico, and their respective arms, departments, and subdivisions, and their present and former regents, officials, directors, agents, employees, representatives, insurers, attorneys, predecessors, and successors (collectively, “the Released Parties”) from any and all claims, actions, judgments, obligations, damages, demands, debts, liabilities, and causes of action:

(a) that relate in any manner to Dr. Djaballah’s employment with UNM through the date of Dr. Djaballah’s execution of this Agreement, including but not limited to claims arising under the Constitutions of the United States and New Mexico, Title VII of the Civil Rights Act of 1964, the Age Discrimination in Employment Act, the Americans with Disabilities Act, the Equal Pay Act, the Family and Medical Leave Act, the NMHRA, the FFWA, the New Mexico Whistleblower Protection Act, the Fraud Against Taxpayers Act, or any other federal, state, or local laws prohibiting discrimination in employment or compensation, retaliation, harassment, or any other form of discrimination, and any common law claims, including but not limited to wrongful termination, breach of express or implied contract of employment, intentional infliction of emotional distress, physical or mental harm or distress, defamation or slander, negligence, and prima facie tort; and

(b) any and all claims, demands, debts, and causes of action of whatever kind or nature, whether known or unknown, suspected or unsuspected, matured or unmatured, that Dr. Djaballah now owns or holds against any of the Released Parties or has at any time heretofore owned or held against the Released Parties.

(c) Dr. Djaballah represents and agrees that, as of the date of his execution of this Agreement, he is not owed any other salary, wages, overtime, bonuses, or other compensation from any of the Released Parties, and that he has not incurred an unreported work-related injury while he has worked for UNM. The Parties agree that nothing in this subsection is intended to preclude Plaintiff from receiving any payments that he would otherwise be entitled to receive pursuant to his current UNM Faculty Contract.

6. **Designation of Settlement Proceeds and Tax Consequences.** The Parties agree that RMD will not withhold any taxes from the payment described in Paragraph 3(b) of the Agreement; and that UNM and RMD make no representations or warranties with respect to the tax consequences of any portion of this payment. Dr. Djaballah agrees that he is responsible for the payment, if any, of federal and/or state taxes, and any penalties or assessments, on the payment made by RMD to Dr. Djaballah. Dr. Djaballah further agrees to indemnify and to defend UNM, RMD, and their respective agents from any claims for taxes, interest, penalties, or other payments made or required as a result of the allocation between claimed lost wages and non-wage damages and attorneys’ fees and/or required as a result of the tax consequences of this payment, if any. Dr. Djaballah agrees to promptly notify UNM and RMD of any such claims.

7. **Confidentiality.** NMSA 1978, Section 15-7-9 governs the agreement as to confidentiality.

8. **Non-Disparagement.** Dr. Djaballah and UNM agree not to disparage each other verbally or in writing to third parties regarding the factual circumstances and claims leading to the filing of Dr. Djaballah's lawsuit and/or statements that were given and positions taken regarding Dr. Djaballah's Complaint. Dr. Djaballah understands and agrees that he will not directly or indirectly, make or cause to be made any disparaging remarks about or refer negatively to UNM including any related affiliates and their Regents, administrators, agents and employees, the UNMHSC, the SOM, the Department of Neurosurgery and the Center for Molecular Discovery and any member of its faculty and staff, Drs. Nancy Joste, or Dr. Larry Sklar. Notwithstanding anything in this paragraph, Dr. Djaballah will be permitted to explain his departure from UNM to prospective employers in a manner that does not disparage specific former colleagues or the UNMHSC.

UNM agrees that the following employees will be directed not to make disparaging remarks to third parties regarding Dr. Djaballah:

Nancy Joste, M.D.
Larry Sklar, PhD
James MacFarlane
Douglas Ziedonis, PhD
Donna Sigl, PhD
Diane Lidke, PhD
Amy Levi, PhD
Ruth Kief
Anna Waller, PhD
Mark Haynes, PhD
Hua-Ying Fan, PhD
Mark Unruh, PhD
Eric Prossnitz, PhD
Angela Wandinger-Ness, PhD
Bronwyn Wilson, MD
Emma Rodriguez
Scot Sauder

Dr. Djaballah understands that UNM cannot control what all its employees say and agrees that this section only applies to the above listed UNM employees and its official spokespersons and UNM's official publications and statements.

9. **No Assignment of Claims.** Dr. Djaballah agrees and warrants that he has not heretofore assigned or transferred, or purported to assign or transfer, to any person or entity any claim or any other matter herein released.

10. **Costs.** The Parties shall bear their own costs, attorneys' fees, if any, and other fees incurred in connection with this Agreement and in connection with this employment dispute.

11. **Capacity.** The Parties represent and warrant that they have the authority to act on their own behalf and on behalf of all who claim through them to bind them to the terms and conditions of this Agreement.

12. **Voluntary Execution of Agreement.** Dr. Djaballah represents and acknowledges that he is fully aware of his right and opportunity to negotiate any and all aspects of this matter with UNM's representative and that he has in fact consulted with his own legal counsel prior to signing this Agreement.


13. **Entirety of Agreement.** This Agreement contains the entire agreement between the Parties pertaining to the subject matter contained in it and it supersedes any and all prior and/or contemporaneous oral or written negotiations, agreements, representations, and understandings. The Parties acknowledge and agree that this Agreement is made without reliance upon any inducement, statement, promise or representations other than those contained within this Agreement.

14. **Governing Law.** This Agreement shall be deemed to have been entered into in the State of New Mexico and all questions of validity, interpretation, or performance of any of its terms shall be governed by New Mexico law. Any legal or equitable action to enforce this Agreement shall be brought in the Second Judicial District Court of the State of New Mexico.

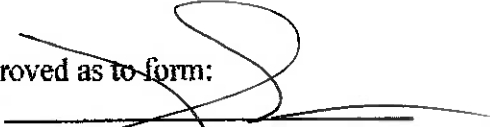
15. **Severability.** If any provision of this Agreement or the application thereof to any person, place, or circumstance shall be held by a court of competent jurisdiction to be invalid, unenforceable, or void, the remainder of this Agreement or such provisions as applied to other persons, places, or circumstances shall remain in full force and effect.

16. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original, and both of which shall constitute one and the same instrument.

DATED: September 23, 2024



HAKIM DJABALLAH

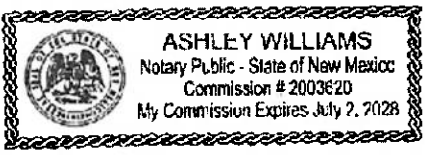
Approved as to form:
BY:  _____ Date: 9.23.24
LAURA SCHAUER IVES
Attorney for Dr. Djaballah


ACKNOWLEDGMENTS

STATE OF NEW MEXICO)
) ss.
COUNTY OF BERNALILLO)

BEFORE ME, the undersigned Notary Public in and for said County and State, on this day personally appeared HAKIM DJABALLAH, known to me to be the person whose name is subscribed to the foregoing Settlement Agreement and General Release, and acknowledged to me that he has read the Agreement and understood it and has executed it for the purpose and consideration therein contained and in the capacity therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 23rd day of September, 2024.





Notary Public

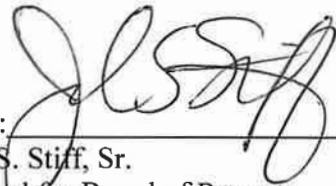
My commission expires:
07/02/2028

MS

BOARD OF REGENTS OF THE
UNIVERSITY OF NEW MEXICO

DATED: September _____, 2024

By: _____
GARNETT S. STOKES
President of UNM

Approved by: 
John S. Stiff, Sr.
Counsel for Board of Regents

Dated: 09/25/2024

Approved:
By: _____
Emma Rodriguez,
Sr. Assoc. University Counsel

Dated: _____

STATE OF NEW MEXICO)
) ss.
COUNTY OF BERNALILLO)

BEFORE ME, the undersigned Notary Public in and for said County and State, on this day personally appeared GARNETT S. STOKES, President of UNM, known to me to be the person whose name is subscribed to the foregoing Settlement Agreement and General Release, and acknowledged to me that she has read the Agreement and understood it and has executed it for the purpose and consideration therein contained and in the capacity therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this ____ day of September, 2024.

Notary Public

My commission expires:
