

AGREEMENT AND RELEASE OF CLAIMS

This Agreement and Release of Claims (“Agreement”) is made this 5th day of December, 2018, by and between Brad Hutchins (“Mr. Hutchins”) and the Board of Regents of the University of New Mexico (“UNM”), collectively referred to as the “Parties.”

I. Recitals

1. Mr. Hutchins currently is employed by UNM as Associate Athletic Director, External Affairs.
2. Mr. Hutchins’s employment by UNM is governed by an employment contract and that document titled Addendum to Employment Contract of Brad Hutchins, Associate Director, External Affairs (“Addendum”), executed by the Parties in March 2016, and attached hereto as **Attachment A**.
3. Pursuant to Paragraph 2 of the Addendum, the term of Mr. Hutchins’s contract is for the period beginning March 1, 2016, and ending June 30, 2020.
4. Pursuant to Paragraph 10 of the Addendum, UNM has terminated Mr. Hutchins’s employment without cause prior to expiration of the contract term set forth in Paragraph 2 of the Addendum.
5. Mr. Hutchins’s final date of employment shall be December 31, 2018.
6. It is the desire of the Parties to settle fully and finally any claims Mr. Hutchins may have now or in the future regarding his employment by UNM, including but not limited to, any claims associated with age discrimination.

The Parties therefore agree:

The above Recitals are material terms of this Agreement.

1. In consideration of Mr. Hutchins’s promises set forth in Paragraph 2 herein, UNM promises to:
 - a. Pay to Mr. Hutchins a total amount of One Hundred Seventy-Five Thousand and 08/100 Dollars (\$175,000.08) in full satisfaction of its obligations under Paragraphs 2 and 10 of the Addendum.
 - b. The sum stated in Paragraph 1(a), above, shall be paid in twelve monthly installments each in the amount of \$14,583.34, and shall not be subject to any offset or reduction except for any taxes required to be withheld pursuant to state or federal law.

- c. The Parties agree that the monthly installment payments to Mr. Hutchins shall be payable on or about the last day of each month for twelve consecutive months commencing in January 2019.
- d. In addition to the above payments in this Paragraph 1, the University will pay Mr. Hutchins on the first regularly scheduled pay date following December 31, 2018, for up to 252 hours of unused annual leave as authorized under Administrative Policies and Procedures Manual – Policy 3400.
- e. This Agreement shall not be construed to prevent or otherwise limit Mr. Hutchins from exercising his right to request conversion of his unused minor bank sick leave to cash payment to the full extent authorized under Administrative Policies and Procedures Manual – Policy 3410.
- f. UNM shall maintain and pay the cost of Mr. Hutchins' membership at Tanoan Country Club through June 30, 2019.

2. In consideration of UNM's promises set forth in Paragraph 1, above, Mr. Hutchins agrees and promises as follows:

- a. UNM's termination of Mr. Hutchins's employment was in accordance with all notice and other requirements of the Addendum.
- b. Mr. Hutchins, for himself, spouse, representatives, heirs, successors and assigns, completely and unconditionally releases, discharges and agrees to hold harmless UNM, and all officers, regents, partners, employees, agents, attorneys, successors and assigns of UNM from, and covenants not to sue upon, each and every claim, cause of action, right, liability, charge or demand of any kind and nature that Mr. Hutchins had, has or might have against UNM including but not limited to:
 - i. any and all claims related to or arising from the terms and conditions of his employment (including compensation, bonuses, insurance and other benefits and terms and conditions of employment);
 - ii. any and all claims related to or arising from the termination of his employment by UNM;
 - iii. any and all claims of discrimination on the basis of race, religion, sex, age, color, gender, national origin, ancestry, sexual orientation, gender identity, disability, veteran status, status with regard to public assistance, or his other legally protected status;

- iv. any and all claims of any nature whatsoever that may be raised under any federal, state, or local law, constitution, statute, regulation or any common law theory or other legal theory (including without limitation any and all wrongful discharge theories), whether in tort, contract, equity or otherwise.
- c. Mr. Hutchins promises that he will not file, initiate, prosecute, or otherwise pursue any claim or cause of action in any forum, whether judicial, administrative, grievance or other, for his own benefit, or the benefit of any other person, against UNM, its past or present officers, employees, agents, directors, Regents, or any other persons acting on behalf of UNM.
- d. Mr. Hutchins agrees to waive and release any and all liability, demands, claims or suits arising out of the terms and conditions of his employment with UNM he has or could have asserted against UNM whether the claims are known or unknown, suspected or unsuspected, under any common law theory, or any statute of the United States or New Mexico, including all claims based in tort, contract, or equity, and claims arising under the Age Discrimination in Employment Act of 1967, 29 U.S.C. §§621 *et seq.* (“ADEA”) or other state and federal anti-discrimination laws.
- e. Mr. Hutchins agrees that, apart from the payments and other consideration described in Paragraph 1, above, he is not owed any wages from UNM for work performed, whether salary or bonuses.
- f. Mr. Hutchins states that he did not incur a work-related injury while with UNM nor is he aware of any factual basis for a claim that UNM has defrauded the United States government.

3. The Parties agree that this Agreement does not constitute and shall not be construed as an admission by UNM of any unlawful, improper, or wrongful conduct by Mr. Hutchins or by UNM or its past or present officers, employees, agents, directors, Regents, or any other persons acting on behalf of UNM.

4. Mr. Hutchins is responsible for any and all tax liabilities relative to this Agreement and acknowledges that UNM has not made any representations regarding the tax treatment of the payments described herein.

5. Mr. Hutchins acknowledges that he is advised to consult an attorney and seek independent legal advice prior to accepting the terms set forth in this Agreement, including but not limited to Mr. Hutchins’s release of ADEA claims. Mr. Hutchins acknowledges that before signing this Agreement, he has had the opportunity to consult with legal counsel, and that he signs this agreement voluntarily and with the knowledge that he is abandoning any and all rights to seek or

obtain any legal or equitable remedy against UNM for any claims arising out of the terms and conditions of his employment with UNM.

6. The Parties agree that the laws of the State of New Mexico shall govern the enforceability, interpretation, and legal effect of this Agreement.

7. The Parties agree that if any part of this Agreement is determined to be invalid by a court of competent jurisdiction, the remainder of the Agreement will remain valid and enforceable.

8. A photocopy, facsimile or electronic copy of this Agreement shall have the same force and effect as its original.

9. Mr. Hutchins acknowledges and agrees that he has read this document and understands and agrees that he is giving a full and final release to UNM and its past or present officers, employees, agents, directors, Regents, and/or any other persons acting on behalf of UNM for all liability, demands, claims or suits arising out of the terms and conditions of his employment with UNM which he has or could have asserted against UNM whether the claims are known or unknown, suspected or unsuspected. Mr. Hutchins agrees that this document is a full and final expression of his agreement with UNM, and Mr. Hutchins further acknowledges that no other promises have been made to him by UNM or its officers, employees, agents, directors, Regents, and/or any other persons acting on behalf of UNM that are not set forth in this document. By his signature below, Mr. Hutchins affirms that he executes this document voluntarily and of his own free will.

10. Pursuant to the provisions of the Older Workers' Benefit Protection Act, Mr. Hutchins agrees and acknowledges:

- a. Mr. Hutchins is waiving any and all rights and claims he may have under the Age Discrimination in Employment Act of 1967, as amended, concerning the issues, claims, or facts arising out of the terms and conditions of his employment with UNM.
- b. Mr. Hutchins is aware he is not waiving any rights or claims that do not arise out of the terms and conditions of his employment with UNM.
- c. This Agreement is clearly written in a manner calculated to be understood by Mr. Hutchins and that he has, in fact, read and understood it;
- d. The settlement terms provide valuable consideration to Mr. Hutchins in addition to anything of value to which he already is entitled;
- e. Mr. Hutchins was given a reasonable period of time within which to consider this Agreement before signing it;

f. Mr. Hutchins was advised to consult with his attorney before executing this Agreement.

11. In the event of a conflict between the terms of the Addendum and this Agreement, the terms of this Agreement shall govern.

MR. HUTCHINS AFFIRMS THAT HE HAS HAD AT LEAST THIRTY (30) CALENDAR DAYS TO CONSIDER THIS AGREEMENT AND HAS CONSULTED WITH AN ATTORNEY OF HIS OWN CHOOSING PRIOR TO HIS SIGNING OF THIS AGREEMENT.

MR. HUTCHINS MAY REVOKE THIS AGREEMENT FOR A PERIOD OF SEVEN (7) CALENDAR DAYS FOLLOWING THE DAY HE SIGNS THIS AGREEMENT. ANY REVOCATION WITHIN THIS PERIOD MUST BE SUBMITTED, IN WRITING, TO LORETTA MARTINEZ (UNIVERSITY COUNSEL FOR UNM/OFFICE OF UNIVERSITY COUNSEL) AND STATE, "I HEREBY REVOKE MY ACCEPTANCE OF OUR AGREEMENT." THE REVOCATION MUST BE PERSONALLY DELIVERED TO MS. MARTINEZ OR HER DESIGNEE, OR MAILED TO MS. MARTINEZ AND POSTMARKED WITHIN SEVEN (7) CALENDAR DAYS AFTER MR. HUTCHINS SIGNS THIS AGREEMENT.

MR. HUTCHINS FREELY AND KNOWINGLY, AND AFTER DUE CONSIDERATION, ENTERS INTO THIS AGREEMENT INTENDING TO WAIVE, SETTLE AND RELEASE ALL CLAIMS HE HAS OR MIGHT HAVE AGAINST THE RELEASED PARTIES.

[End. Signature page follows.]

SIGNED and AGREED TO this 4 day of December, 2018.

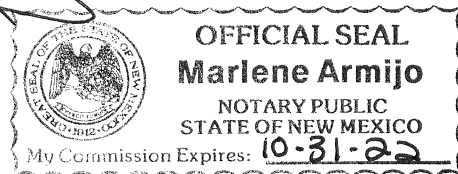
[Signature]
Brad Hutchins

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

Subscribed and sworn to before me, a Notary Public, this 4th day of December, 2018.

[Signature]
Notary Public

My Commission Expires:
Oct. 31, 2022



REGENTS OF THE UNIVERSITY OF NEW MEXICO,

By: [Signature: Garnett S. Stokes]
Garnett S. Stokes, President

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

Subscribed and sworn to before me, a Notary Public, this 5th day of December, 2018.

[Signature: Michelle A. Larity]
Notary Public

My Commission Expires:
September 21, 2021