

STATE OF NORTH CAROLINA
BUNCOMBE COUNTY

IN THE GENERAL COURT OF JUSTICE
SUPERIOR COURT DIVISION
25 CV 001179-100

AIDAN SETTMAN,

Plaintiff,

v.

UNIVERSITY OF NORTH CAROLINA
ASHEVILLE; and EMMA OLSON,

Defendants.

**DEFENDANTS' ANSWER AND
AFFIRMATIVE DEFENSES**

NOW COME Defendants, the University of North Carolina Asheville (“UNCA”) and Emma Olson (“Defendants”), by and through the undersigned counsel, and, subject to and without waiving their arguments in Defendants’ Motion to Dismiss, filed on April 28, 2025, responds to Plaintiff’s Complaint as follows:

FIRST DEFENSE

As explained more fully in Defendants’ Motion to Dismiss, filed on April 28, 2025, this Court lacks jurisdiction to hear Plaintiff’s Complaint, as he incorrectly claims to have been an employee of the State during the times relevant to this Complaint. Because Plaintiff was an independent contractor, which his Complaint acknowledges, N.C.G.S. § 126, *et seq.* is not applicable and the State has not waived sovereign immunity as it relates to Plaintiff’s claims.

SECOND DEFENSE

The Complaint fails, in whole or in part, to state a claim upon which relief can be granted and should therefore be dismissed under North Carolina Rule of Civil Procedure 12(b)(6).

THIRD DEFENSE – ANSWER

Without waiving any defenses, immunities, or motions to dismiss, Defendants respond to the specific paragraphs of Plaintiff's Complaint as follows:

PARTIES AND JURISDICTION

1. Plaintiff Aidan Settman ("Settman") is a citizen and resident of Jefferson County, Kentucky.

ANSWER: The allegations of Paragraph 1 are admitted, upon information and belief.

2. Defendant University of North Carolina Asheville ("UNCA") is a public institution of higher learning in Buncombe County, North Carolina.

ANSWER: The allegations of Paragraph 2 are admitted.

3. Defendant Emma Olson ("Olson") is a citizen and resident of Buncombe County, North Carolina.

ANSWER: The allegations of Paragraph 3 are admitted.

4. Settman has been damaged in excess of \$25,000.

ANSWER: The allegations of Paragraph 4 are denied.

5. This court has subject matter jurisdiction over this dispute and personal jurisdiction over the parties.

ANSWER: Paragraph 6 consists of legal conclusions, to which no response is required. To the extent a response is required, the allegations of Paragraph 5 are denied.

FACTUAL ALLEGATIONS

6. Settman incorporates all other allegations in this pleading.

ANSWER: Defendants restate and incorporate their foregoing responses to the Complaint in Paragraphs 1-5 as if the same were set forth herein.

7. This dispute originates from Settman's termination of employment by UNCA at the direction of Olson.

ANSWER: It is admitted that Plaintiff's Complaint originates from the termination of his contract with UNCA. Except as specifically herein admitted, the allegations of Paragraph 7 are denied.

8. The North Carolina Center for Health and Wellness ("NCCHW") is a public service institute within UNCA that conducts public health research and engages in health policy advocacy.

ANSWER: It is admitted that the NCCHW is a public service center within UNCA. Except as specifically herein admitted, the allegations of Paragraph 8 are denied.

9. The Student Health Ambassadors ("SHA") program was a public health and education program developed during the COVID-19 pandemic to mitigate viral

spread, promote student mental health and well-being and provide education to students recruited to the SHA program.

ANSWER: It is admitted that SHA was a public health and education program developed during the COVID-19 to promote and provide health related education. Except as specifically herein admitted, the allegations of Paragraph 9 are denied.

10. The SHA program also involved interacting with children for the purpose of promoting public health and fostering healthcare-oriented careers.

ANSWER: The SHA program involved two events that included minor children for the purpose of promoting public health and fostering healthcare oriented careers. Except as specifically herein admitted, the allegations of Paragraph 10 are denied.

11. The SHA program was initially funded by a grant from the North Carolina Policy Collaboratory (“NCPC”), which was funded by the North Carolina General Assembly to research and mitigate the impact of the COVID-19 pandemic. Amy Lanou (“Lanou”), former executive director of the NCCHW, and Olson, current interim executive director, were involved in implementation, research, and oversight of the SHA program.

ANSWER: The allegations of Paragraph 11 are admitted.

12. The SHA program was managed by the NCCHW in partnership with the Mountain Area Health Education Center (“MAHEC”).

ANSWER: The allegations of Paragraph 12 are admitted.

13. MAHEC funded the SHA program in Spring 2021.

ANSWER: The allegations of Paragraph 13 are admitted.

14. Nickolas “Kol” Gold-Leighton (“Gold”) was a MAHEC employee serving as the SHA program’s manager.

ANSWER: The allegations of Paragraph 14 are admitted.

15. In September 2021, the NCCHW received a \$486,524 grant from Dogwood Health Trust (“Dogwood”) to continue the SHA program.

ANSWER: The allegations of Paragraph 15 are admitted.

16. Dogwood is a North Carolina non-profit corporation whose stated purpose is to “dramatically improve the health and well-being of all people and communities of Western North Carolina.”

ANSWER: The allegations of Paragraph 16 are admitted upon information and belief.

17. Typically, grant-funded initiatives must submit efficacy reports to the grantor so that grantors may evaluate whether granted funds are meeting objectives. The NCPC and Dogwood required the SHA program to submit such reports.

ANSWER: The allegations of Paragraph 17 are admitted.

18. Dogwood’s grant was also conditioned on the NCCHW publishing the results of the SHA program in a peer-reviewed academic research journal.

ANSWER: The allegations of Paragraph 18 are denied.

19. Publishing in a peer-reviewed academic journal conveys to the public the study was properly administered and the results rightly presented, and such publishing is considered a necessity for a research program and its administrators.

ANSWER: It is admitted that publishing in a peer-reviewed journal is one way to convey to the public that a study was properly administered. Except as specifically herein admitted, the allegations of Paragraph 19 are denied.

20. The SHA flagship program was run out of UNCA. It was also implemented at Brevard College, Mars Hill University, Montreat College, Warren Wilson College, and Western Carolina University.

ANSWER: The allegations of Paragraph 20 are admitted.

21. Settman initially began working for UNCA's NCCHW program as a research assistant for the SHA program on September 1, 2020.

ANSWER: The allegations of Paragraph 21 are admitted.

22. In this research assistant position, Settman was an employee of UNCA. He received a W-2 Internal Revenue Service tax filing form, the form used for an organization's employees, with "UNC Asheville" listed as the employer.

ANSWER: The allegations of Paragraph 22 are admitted.

23. During his employment as a research assistant, although Settman was supervised by Professor Lyndi Hewitt ("Hewitt") of UNCA, his work supported the SHA evaluation team and narrative report to the NCPC, which included Hewitt, Lanou, Olson, and other researchers.

ANSWER: The allegations of Paragraph 23 are admitted upon information and belief.

24. As a research assistant, Settman contributed to research design and survey dissemination, facilitating evaluation of the SHA program and contributing to the grant report submitted to the NCPD.

ANSWER: The allegations of Paragraph 24 are denied upon information and belief.

25. Olson, Gold and other leaders in the SHA program sought to have the program's results published in a peer-reviewed academic journal.

ANSWER: The allegations of Paragraph 25 are admitted.

26. After Settman's employment expired, his work was utilized to support a paper (the "Paper") the SHA program submitted to the Journal of American College Health ("JACH") in or around January 2022.

ANSWER: The allegations of Paragraph 26 are admitted.

27. Although Settman was designated a co-author of the Paper for his research design, he was never provided with the manuscript despite his multiple requests to view and contribute to the manuscript as an author. All requests were made via email. The researchers only provided him with the Paper after it was rejected by the JACH.

ANSWER: It is admitted that the researchers provided Settman with the Paper after it was rejected by the JACH. Except as specifically herein admitted, the allegations contained in Paragraph 27 are denied.

28. JACH rejected the paper in or around June 2022, citing exaggerated claims, missing information and substandard academic writing as the primary bases for the denial. These exaggerated claims were included in the NCCHW's report to the NCPC.

ANSWER: It is admitted that JACH rejected the Paper in June of 2022. It is further admitted that JACH's feedback included that commentary regarding the study's results that was included in that draft of the Paper "seem to be exaggerated." It is further admitted that JACH's feedback also included that the Paper should include more discussion about how data were analyzed. Except as specifically herein admitted, the allegations of Paragraph 28 are denied.

29. SHA leadership needed to try again to publish the results of the program in a peer-reviewed journal to comply with Dogwood's grant requirements, and to facilitate such publication, NCCHW—via Lanou, Olson and Gold—requested Settman rejoin the SHA program in September 2023.

ANSWER: It is admitted that SHA leadership wanted to resubmit the Paper. It is admitted that NCCHW requested that Plaintiff assist the SHA program as an independent contractor in September 2023. Except as specifically herein admitted, the allegations of Paragraph 29 are denied.

30. By September 2023, Settman was a doctoral student.

ANSWER: Defendants are without knowledge or sufficient information to admit or deny the allegations in Paragraph 30.

31. Although Settman was designated an “Independent Contractor” when he returned to the SHA program on September 1, 2023, his job duties, level of supervision, and conduct were not only similar to his tenure as an employee in 2020 but more reflective of employee status.

ANSWER: It is admitted that Plaintiff was an independent contractor when he assisted the SHA program beginning on September 1, 2023. Except as specifically herein admitted, the allegations of Paragraph 31 are denied.

32. NCCHW offered Settman compensation of \$32 per hour, and Settman was paid monthly, each an indicator of employee status. NCCHW offered Settman wages of approximately \$35 per hour for this third employment agreement with NCCHW, and this increased wage was at Olson’s direction.

ANSWER: It is admitted that Plaintiff was paid between \$32 and \$35 per hour and that his invoices were paid monthly. Except as specifically herein admitted, the allegations of Paragraph 32 are denied.

33. During his second tenure with the SHA program, Settman’s primary project was to revise and resubmit the Paper JACH rejected in 2022. Throughout that time, Settman:

33.1. Shared status reports and updates;

33.2. Submitted an outline, first draft, second draft, semifinal draft and final draft of the Paper to Olson, Gold and Lanou, with all three providing feedback and direction at each drafting stage; and

33.3. Attended meetings with colleagues, including meetings at which Olson tasked Settman with drafting additional research papers—one regarding public health literacy and one regarding workforce development—in addition to the aforementioned Paper.

ANSWER: Admitted, including all subparts.

34. During this time, Settman reported to Olson. Olson's job title, given to her by UNCA, was Interim Executive Director.

ANSWER: It is admitted that Defendant Olson's title was Interim Executive Director. It is admitted that Defendant Olson's title was determined by UNCA. It is admitted that Plaintiff provided updates to Ms. Olson and that she approved Plaintiff's invoices. Except as specifically herein admitted, the allegations of Paragraph 34 are denied.

35. Olson's duties included overseeing operations and funding for the NCCHW and leading strategic planning and public health programs intended to impact the university campus and greater Western North Carolina community. Her duties specifically included the ability to hire and fire employees at NCCHW.

ANSWER: Admitted.

36. In and around December 2023, Settman began uncovering problems in NCCHW's research conduct.

ANSWER: Denied.

37. First, Olson, the Paper's main author, could not locate or produce data she had cited in the Paper regarding vaccination hesitancy, nor could her

colleagues, which included individuals such as the Assistant Vice Chancellor of Health and Counseling.

ANSWER: It is admitted that Defendant Olson did not permit Plaintiff to inspect all data points that he requested. Except as specifically herein admitted, the allegations of Paragraph 37 are denied.

38. Attempting to publish a study's conclusions without being able to readily provide its support data grossly deviates from scientific research and academic journalism standards and constitutes a serious violation of research integrity.

ANSWER: Admitted, though it is specifically denied that Defendants attempted to publish conclusions that were not based on sound data analysis.

39. Settman raised this issue with the NCCHW, which explained this lapse as an error and that to resolve it any claims pertaining to the missing data would be removed from the Paper.

ANSWER: It is admitted that Plaintiff raised alleged issues with NCCHW regarding allegedly missing data. It is further admitted that Defendants would not attempt to publish claims based on data that could not be located. Except as specifically herein admitted, the allegations contained in Paragraph 39 are denied.

40. As Settman uncovered more problems relating to NCCHW's research conduct, the irretrievable corroborating data seemed less like an error and more like a practice.

ANSWER: Defendants are without sufficient knowledge and information to determine the truth of the allegations contained in Paragraph 40, as they pertain to Plaintiff's mental conclusions. However, it is denied that NCCHW had or has a practice of improper or unethical research conduct.

41. Settman's then-current contract ended November 31, 2023. However, Settman worked without pay during December 2023 to seek a solution regarding the missing data.

ANSWER: Defendants are without knowledge or information sufficient to form a belief as to the truth of Paragraph 41, and the same are therefore denied.

42. Fulfilling his ethical duty, Settman repeatedly exhorted Olson, Gold and Lanou, the SHA program's former executive director, to clean up the program's data and analysis, specifically identifying the lack of data retention, attempts to publish without raw data, and recurring scientific errors as problematic.

ANSWER: It is admitted that Plaintiff raised alleged concerns with the program's data. It is denied that the data contained recurring errors. Except as specifically admitted herein, the allegations of Paragraph 42 are denied.

43. Settman made these exhortations in and around December 2023 to February 2024.

ANSWER: It is admitted that Plaintiff raised alleged concerns in and around December 2023 and February 2024. Except as specifically herein admitted, the allegations of Paragraph 43 are denied.

44. As time passed, Settman's observations escalated from observations of scientific error to discoveries that fit the criteria of research misconduct *as defined by the University*.

ANSWER: It is admitted that UNCA's policies include a definition of research misconduct. It is specifically denied that Defendants engaged in research misconduct. Except as specifically herein admitted, the allegations of Paragraph 44 are denied.

45. Additionally, Gold shared with Settman that Dogwood received only a synthesized report and not the raw data, another deviation from established practice, which prompted Settman to evaluate how the NCCHW represented the program to its grantors and how those representations contradicted the raw data.

ANSWER: Upon information and belief, it is admitted that Dogwood did not receive any raw data. It is specifically denied that this was a deviation from the established practice between NCCHW and Dogwood. The remaining allegations of Paragraph 45 are denied.

46. Settman slammed the brakes on attempting to revise and republish the Paper, and had he not done so, UNCA would have likely been found to further violate its academic integrity and compromised its reputation as a research institution.

ANSWER: The allegations of Paragraph 46 are denied.

47. Problems Settman uncovered regarding the SHA program include but are not limited to:

47.1. Student assessment answer choices were combined to obscure or outright conceal negative outcomes and thus failures in the program's efficacy;

47.2. Data related to student assessments and campus impact was omitted to conceal program failure;

47.3. Test administration dates and labels were fabricated, with some tests falsely labeled as "pre-tests" to deceptively demonstrate learning growth;

47.4. Student assessment data was manipulated by combining results from subjects who took only a mid-term or final assessment/pre-test or only the post-test, presenting them as complete cases to falsely claim student learning;

47.5. Sample sizes of student assessments were artificially inflated by combining those separate cohorts as well as duplicating student assessments; and

47.6. Research involved gift authorship, the practice of crediting an individual with contributing to an academic writing when in fact such individual made little or even no contribution to the writing.

ANSWER: The allegations of Paragraph 47 are denied, including all subparts.

48. The thrust of Settman's findings indicated a strong likelihood that Olson, Gold, Lanou and others knowingly falsified data to grantors and peer-reviewed journal publishers.

ANSWER: The allegations of Paragraph 48 are denied.

49. There is also direct evidence of discussions to falsify research. In a December 2021 draft of the Paper, researcher Louise Noble observed a decrease in campus awareness of the program and shared such observation with Hewitt, who instructed Noble to remove any mention of such data from the Paper, writing, "You're right Louise, I might suggest leaving this out altogether." Google Doc track changes of the Paper demonstrate Noble complied with Hewitt's direction and omitted the data results.

ANSWER: It is admitted that Hewitt made the comment described in Paragraph 49. It is specifically denied that this alleged comment, presented without context, constitutes evidence of a discussion to falsify research.

50. Raw data showed students' awareness of the program decreased again in the Spring 2021 semester, and *again*, researchers determined to omit this negative data, the discussion of which was visible to at least seven other researchers and contributors, including Olson, Lanou and Gold.

ANSWER: It is admitted that some data needed to be removed from the Paper to prioritize other information. Except as specifically herein admitted, the allegations of Paragraph 50 are denied.

51. These omissions, along with cohort misrepresentation, involved the state funds going back to the first year of the program.

ANSWER: The allegations of Paragraph 51 are denied.

52. In January 2023, the SHA received a second grant of \$173,845 from Dogwood, indicating the falsified data had been used to mislead Dogwood into thinking the program was a success and that follow-on capital would further the program's (falsified) achievements.

ANSWER: It is admitted that SHA received a second grant of \$173,845 from Dogwood. Except as specifically herein admitted, the allegations of Paragraph 52 are denied.

53. On information and belief, the falsified data is still being used to solicit funds from prospective grantors and benefactors and to provide the imprimatur of credibility necessary to pursue peer-reviewed academic journal publication.

ANSWER: The allegations of Paragraph 53 are denied.

54. During Settman's escalating concerns of research misconduct, Olson, exemplifying the NCCHW's pattern of research and academic misconduct, wrote in a March 6, 2024 email to Settman, Gold and Lanou she "did not anticipate critically looking back" at the administration of the SHA program to ensure academic

integrity was maintained and went on to describe Settman's exhortations as "problematic." Olson then wrote, "At this point I just want to move forward."

ANSWER: It is admitted that Ms. Olson sent a March 6, 2024 email to Plaintiff, Gold, and Landou, which speaks for itself. To the extent further response is required, it is admitted that Ms. Olson used the phrases "don't anticipate critically looking back," and "at this point I just want to move forward." It is further admitted that Ms. Olson characterized Plaintiff's behavior as problematic. Except as specifically herein admitted, the allegations of Paragraph 54 are denied.

55. Despite being unable to locate the raw data for the revised Paper, Olson still wanted to move forward with publication. This was the second incident in which Olson attempted to publish research findings without the underlying data to corroborate her research claims.

ANSWER: It is admitted that Ms. Olson wished to move forward with the paper's publication. Except as specifically herein admitted, the allegations of Paragraph 55 are denied.

56. Settman insisted publication could not move forward without the underlying raw data, and because of Settman's critical role, publishing the Paper, a paramount requirement for Olson and the NCCHW, stalled.

ANSWER: It is admitted that Plaintiff stated that he did not wish to publish the Paper. Except as specifically herein admitted, the allegations of Paragraph 56 are denied.

57. Similarly, Settman urged Olson and the NCCHW to reconsider crediting individuals uninvolved in the research as authors, and again Olson and the NCCHW insisted certain individuals be credited as authors despite playing little to no part in the research.

ANSWER: It is admitted that Plaintiff wished to remove certain listed authors from receiving credit for the Paper. It is further admitted that Ms. Olson and NCCHW disagreed with Plaintiff. Except as specifically herein admitted, the allegations of Paragraph 57 are denied.

58. Pointedly, on January 26, 2024, Settman emailed Gold seeking clarification on the contributions of a past author. Gold, the SHA program's manager and a co-author, responded by saying "Not sure who this is." On January 31, 2024, Gold emailed Settman, writing, "It is a curious authorship list, to be sure."

ANSWER: It is admitted that Plaintiff emailed Gold regarding the list of authors on the Paper. It is further admitted that Gold responded with "not sure who this is" and "It is a curious authorship list, to be sure." Except as specifically herein admitted, the allegations of Paragraph 58 are denied.

59. Gold's responses reinforced Settman's concern that the NCCHW was showing funders and the public a Potemkin village, and Settman felt compelled to uncover the whole, true story.

ANSWER: Defendants are without sufficient information or knowledge as to the truth of the allegations of Paragraph 59, and the same are therefore denied.

60. As Settman's exhortations mounted, Olson's behavior and conduct shifted. In one instance, Olson attempted to delete the latest version of the Paper, which was saved in the cloud as a Google Doc with access shared among several individuals, including Olson and Settman.

ANSWER: It is specifically denied that Ms. Olson intentionally attempted to delete any version of the Paper that was saved as a Google Doc. The remaining allegations of Paragraph 60 are also denied.

61. Settman noticed the attempted deletion and confronted Olson. Olson denied her attempted deletion and attributed it to an anonymous user. When Settman showed Olson screenshots of the attempted deletion bearing her name, Olson prevaricated.

ANSWER: It is admitted that Plaintiff corresponded with Ms. Olson's alleged attempt to delete the Paper. It is admitted that Ms. Olson denied doing so intentionally, and stated that she believed that the deletion was attributed to an anonymous user. It is further admitted that Ms. Olson advocated for downloading and saving copies of each version of the Paper, instead of only using Google Docs. The remaining allegations of Paragraph 61 are denied.

62. On March 13, 2024, Olson invited Settman Gold to a virtual meeting titled “SHA Manuscript Discussions” to be held on March 19, 2024.

ANSWER: It is admitted that Ms. Olson invited Plaintiff to a virtual meeting to be held on March 18, 2024. Except as specifically herein admitted, the allegations of Paragraph 62 are denied.

63. The following day, Settman emailed Olson, Gold, and John Dougherty (“Dougherty”), UNCA’s General Counsel and Chief of Staff, elevating his concerns regarding the NCCHW’s academic and research misconduct. Settman informed Dougherty that Olson was withholding relevant information regarding the NCCHW’s conduct and that Settman was willing to bring his concerns to Tim Elgren, the Chief Research Officer of the Office of Sponsored Scholarships and Programs, to initiate an investigation.

ANSWER: The allegations of Paragraph 63 are admitted.

64. Settman’s report to his supervisors and Dougherty threatened Olson’s and UNCA’s reputation and legal liability.

ANSWER: The allegations of Paragraph 64 are denied.

65. Settman received no reply to this email and received no other communication from Olson, Gold, Dougherty or any other party affiliated with the SHA program or UNCA between his March 14, 2024 email and the March 18, 2024 meeting.

ANSWER: Upon information and belief, the allegations of Paragraph 65 are admitted.

66. During this intervening period, Gold canceled all future weekly meetings with Settman. When Settman inquired about the canceled meetings, Gold did not respond.

ANSWER: The allegations of Paragraph 66 are admitted.

67. Prior to joining the March 18, 2024 virtual meeting, Settman, having received no communication to the contrary, understood the purpose of the meeting was to discuss the Paper.

ANSWER: Defendants are without knowledge or sufficient information as to the truth of what Plaintiff's understanding of the purpose of the March 18, 2024 meeting, as such, the allegations of Paragraph 67 are denied.

68. At the March 18, 2024 meeting, Olson, with Gold present, terminated Settman, stating his termination stemmed from his "condescending" and "belittling" conduct and that he had "harmed" colleagues.

ANSWER: The allegations of Paragraph 68 are admitted.

69. The allegation of unprofessionalism was a pretext. Prior to his termination, Settman received positive performance reviews, including from Olson.

ANSWER: It is admitted that Olson made positive comments regarding Plaintiff's work in the past. Except as specifically herein admitted, the allegations of Paragraph 69 are denied.

70. Less than two weeks prior to Settman's termination, Olson emailed a group of individuals involved in the SHA program "celebrating Aidan's work." Two

days before this comment, Olson commended Settman for his work stating, “Very nice start, Aidan, well done,” and included him in her appreciation of the work completed, stating “Thank you so much for all your diligent work on this.”

ANSWER: The allegations of Paragraph 70 are admitted.

71. At all times, Settman maintained cordiality and professionalism with all his colleagues, evidence of which will be presented at trial.

ANSWER: The allegations of Paragraph 71 are denied.

72. Settman was terminated without written notice, as was required in his independent contractor contract. The lack of notice is indicative of his status as an at-will employee.

ANSWER: The allegations of Paragraph 72 are denied.

73. During the March 18, 2024 termination meeting, Olson informed Settman she was in contact with Tim Elgren regarding Settman’s termination and stated that Settman may need to sign a legal document. No document was ever presented, so it must thus be assumed Olson’s statements intended to intimidate Settman.

ANSWER: It is admitted that Ms. Olson informed Plaintiff that he may need to sign a document. It is admitted that Plaintiff ultimately was not presented with documents to sign. Except as specifically herein admitted, the allegations of Paragraph 73 are denied.

74. In fact, after his termination, Settman placed 13 phone calls to Tim Elgren’s office seeking support for his retaliatory termination. He never received a response.

ANSWER: Defendants are without knowledge or information sufficient to form a belief as to the truth of the allegations of Paragraph 74, and the same are therefore denied.

75. Settman then contacted Dr. Agya Boakye-Boaten, Dean of Social Sciences at UNCA, who advised Settman to use the UNCA Institution Hotline to submit a complaint. The hotline was and remains disabled.

ANSWER: It is admitted that Plaintiff contacted Dr. Agya Boakye-Boaten, Dean of Social Sciences at UNCA. It is further admitted that Dr. Boakye-Boaten advised Plaintiff to file a complaint through UNC System's Office of Compliance and Audit Services. Except as specifically herein admitted, the allegations of Paragraph 75 are denied.

76. Settman submitted his files relating to the SHA program to Olson, Gold, Tim Elgren and Dougherty on March 21, 2024.

ANSWER: The allegations of Paragraph 76 are admitted.

77. During all times of his employment with UNCA in the NCCHW's SHA program, Settman was subject to behavioral and financial control, worked outside the dates of his contracts, maintained status reports, pitched superiors who approved or rejected Settman's proposals and attended bi-weekly meetings. The NCCHW attempted to have Settman track his hours, he only worked for UNCA and his work was considered integral to the function of the NCCHW as he was hired to meet grant outputs that were cited in its report to Dogwood. Settman received

several positive performance reviews from 2020 all the way up until two weeks before his termination.

ANSWER: The allegations of Paragraph 77 are denied.

78. At the time of Settman's termination, he was owed compensation on his then-current contract. Additionally, based on his employment history and consistent pay increases, Settman would have continued his employment with UNCA for at least another 18 months and at a higher rate of pay. Together, Settman's damages exceed \$25,000.

ANSWER: The allegations of Paragraph 78 are denied.

**CLAIM: RETALIATORY TERMINATION FOR REPORTING IMPROPER
GOVERNMENT ACTIVITIES
N.C.G.S. § 126-84 *et seq.***

79. Settman incorporates all other allegations herein.

ANSWER: Defendants restate and incorporate their foregoing responses to the Complaint in Paragraphs 1-78 as if the same were set forth herein.

80. North Carolina General Statute § 126-84 *et seq.* provide rules for the protection of North Carolina State employees from retaliation for reporting improper activities carried on by North Carolina governmental agencies and employees.

ANSWER: Paragraph 80 consists of legal conclusions to which no response is required.

81. Despite being assigned the label of “Independent Contractor,” Settman was, in fact, a North Carolina State employee, indicated by the following factors:

81.1. When Settman was first hired in 2020 as an employee with a W-2, he was extensively supervised and was instructed on how the SHA program was conducted and what role he was going to play;

ANSWER: The allegations of Paragraph 81.1 are admitted upon information and belief.

81.2. When Settman was rehired in September 2023, Olson and Gold provided a high degree of onboarding material and oversight of Settman’s work, including revisionary directions in response to Settman’s drafts, status reports, and pitches;

ANSWER: The allegations of Paragraph 81.2 are denied.

81.3. The nature of the work continued from Settman’s W-2 status to his “independent contractor” label, reflecting a continuous relationship, with identical verbiage describing the scope of work in the 2020 job description and the 2023 “independent contractor” agreement;

ANSWER: Upon information and belief, the scope of the work Plaintiff was to complete in 2020 and 2023 may have been the same or similar. Except as specifically admitted herein, the allegations of Paragraph 81.3 are denied.

81.4. Settman’s “second contract” was supposed to begin September 1, 2023 and end November 30, 2023, but Settman continued working into

December 2023 without any modification to the “second contract” or entering into a new contract, and Settman’s “third contract” was supposed to begin January 1, 2024 and end June 30, 2024—all of which again demonstrates a continuous relationship that began as an employment relationship;

ANSWER: The allegations of Paragraph 81.4 are denied.

81.5. Dogwood conditioned its funding of the SHA program on publishing in a peer reviewed journal, the responsibility of which was entrusted to Settman, thus demonstrating his work was vital to the success of the SHA program and the NCCHW and to UNCA’s ability to attract funding for future research projects; and

ANSWER: The allegations of Paragraph 81.5 are denied.

81.6. Settman was fired without any notice, which is generally required in any independent contractor agreement and was in fact included in Settman’s “independent contractor” agreement with UNCA. The failure to provide notice is consistent with the treatment of an at-will employee.

ANSWER: The allegations of Paragraph 81.6 are denied.

82. Upon information and belief, the labeling of Settman and possibly others as “independent contractors” when in fact their duties are those of an employee is being utilized to deprive actual employees like Settman of rights and protections such as and including those protections found in N.C. Gen. Stat. § 126-84, *et seq.*

ANSWER: The allegations of Paragraph 82 are denied.

83. According to § 126-84, state employees have a duty to report evidence of a State agency or employee that, *inter alia*, commits fraud.

ANSWER: Paragraph 83 consists of legal conclusions, to which no response is required.

84. As a North Carolina State employee, Settman had a duty to report evidence of the NCCHW and its leadership committing fraud, especially when that fraud is perpetrated under the guise of supporting public health.

ANSWER: It is denied that Plaintiff was an employee of the State of North Carolina in 2024. The remainder of Paragraph 84 consists of legal conclusions to which no response is required.

85. The NCCHW falsified student assessments and other data, thereby misleading stakeholders and the scientific and public community as well as current and prospective students about the university's educational quality. The falsified data undermines the ability to measure program impact, the quality of the curriculum administered by the NCCHW to its trained students, and the competency of the students recruited to the program.

ANSWER: The allegations of Paragraph 85 are denied.

86. Additionally, the SHA program, which aimed to educate university students on health communication and public health, involved interactions with middle and high school students from the Cherokee County and Clay County school

districts. College students within the SHA program gave three health-related presentations to over 120 rural high and middle school students.

ANSWER: The allegations of Paragraph 86 are admitted.

87. The NCCHW and its leadership misrepresented data from their student assessments, omitted data that would otherwise demonstrate poor results, falsified educational designs, falsified cohort performance through obfuscation and concealment of administration of the SHA program and its results and credited individuals with authoring the Paper, based on this specious SHA program data, who played either a minimal or no role at all in the Paper.

ANSWER: The allegations of Paragraph 87 are denied.

88. Such activities are fraudulent.

ANSWER: It is specifically denied that Defendants committed any fraud. The remaining allegations of Paragraph 88 are denied.

89. These falsified research conclusions were being utilized to:

89.1. Show the SHA program was a success when the data clearly shows it was not;

89.2. Satisfy conditions of receipt of grant funds;

89.3. Promote UNCA as a research institution at the forefront of public health policy and education; and

89.4. Publish a paper that would attract grantors, benefactors, non-profit organizations such as Dogwood and others to shuttle funds to UNCA.

ANSWER: The allegations of Paragraph 89 are denied, including all subparts.

90. Settman's fidelity to research integrity and academic journalistic standards threatened the NCCHW and UNCA realizing the benefits of perpetrating these frauds.

ANSWER: The allegations of Paragraph 90 are denied.

91. When Settman exhorted Gold and Olson to reflect the truth in the SHA research data, he was fulfilling a duty assigned to him under N.C. Gen. Stat. § 126-84, as he was attempting to see that a fraud was not perpetrated upon Dogwood and others through the misuse of falsified data.

ANSWER: Paragraph 91 consists of legal conclusions to which no response is required. To the extent a response is required, the allegations of Paragraph 91 are denied.

92. When Settman reported the falsified data and Olson and Gold's conduct to Dougherty on March 14, 2024, Settman was again fulfilling his duties under N.C. Gen. Stat. § 126-84.

ANSWER: The allegations of Paragraph 92 are denied.

93. Section 126-85(a1) provides, "No State employee shall retaliate against another State employee because the employee ... reports or is about to report ... any activity" that constitutes fraud.

ANSWER: Paragraph 93 consists of legal conclusions to which no response is required.

94. UNCA is a North Carolina State agency.

ANSWER: The allegations of Paragraph 94 are admitted.

95. Olson is a North Carolina State employee.

ANSWER: The allegations of Paragraph 95 are admitted.

96. Prior to Settman's termination, Olson, Gold and others praised his performance and professionalism.

ANSWER: The allegations of Paragraph 96 are admitted.

97. On March 13, 2024, Olson invited Settman to a virtual meeting to discuss the Paper and other manuscripts in development.

ANSWER: The allegations of Paragraph 97 are admitted.

98. On March 14, 2024, Settman carried out his duty to report the frauds perpetrated by NCCHW by emailing about them to Dougherty.

ANSWER: It is admitted that Plaintiff sent an email to John Dougherty on March 24, 2024. It is specifically denied that NCCHW perpetrated any fraud. Except as specifically herein admitted, the allegations of Paragraph 98 are denied.

99. On March 18, 2024, Olson retaliated against Settman in violation of Section 126-85(a1) by terminating Settman's employment. She did this in her capacity as an employee and agent of UNCA and did so within her authority as granted to her by UNCA.

ANSWER: It is admitted that Ms. Olson terminated Plaintiff's employment in her capacity as an employee of UNCA and with authority

therefrom. It is denied that Plaintiff's termination was retaliatory or in violation of the law. Except as specifically herein admitted, the allegations of Paragraph 99 are denied.

100. UNCA is vicariously liable for Olson's misconduct.

ANSWER: Paragraph 100 consists of legal conclusions, to which no response is required. To the extent a response is required, it is specifically denied that Ms. Olson engaged in misconduct.

101. When terminated, Settman was given no information as to what rights he may have to appeal, challenge, or otherwise make some kind of grievance regarding the termination through UNCA.

ANSWER: The allegations of Paragraph 101 are admitted.

102. Settman made multiple attempts—detailed above—to follow any reporting procedures that were furnished to him in the aftermath of the termination. Calls to Tim Elgren's office went unreturned, and the UNCA complaint hotline Settman obtained from Boakye-Boaten was disabled.

ANSWER: Defendants lack knowledge or information sufficient to form a belief as to the truth of the allegations of Paragraph 102, and the same are therefore denied.

103. Settman has damages in the form of back-pay and front-pay, and such damages exceed \$25,000.

ANSWER: The allegations of Paragraph 103 are denied.

REQUEST FOR TREBLE DAMAGES and ATTORNEYS FEES

104. Settman incorporates all other allegations herein.

ANSWER: Defendants restate and incorporate their foregoing responses to the Complaint in Paragraphs 1-103 as if the same were set fully forth herein.

105. North Carolina General Statute § 126-87 provides, “If in an action for damages the court finds that the employee was injured by a willful violation of G.S. 126-85, the court shall award as damages three times the amount of actual damages plus costs and reasonable attorney’s fees.”

ANSWER: Paragraph 105 consists of legal conclusions to which no response is required.

106. Four days passed between Settman’s reporting NCCHW’s fraud to Dougherty and others and his termination, with no intervening acts.

ANSWER: It is admitted that four days passed between Plaintiff’s March 14, 2024 email to John Dougherty and his contract’s termination. Except as specifically herein admitted, the allegations of Paragraph 106 are denied.

107. Olson willfully terminated Settman to silence his reporting of NCCHW’s fraudulent administration of SHA program data and published conclusions.

ANSWER: It is admitted that Ms. Olson terminated Plaintiff’s contract. Except as specifically herein admitted, the allegations of Paragraph 107 are denied.

108. Olson's willful retaliatory termination of Settman was done in her capacity as an employee and agent of UNCA and was within the scope of the authority vested in her by UNCA.

ANSWER: Paragraph 108 consists of legal conclusions, to which no response is required. To the extent a response is required, it is admitted that Ms. Olson's termination of Plaintiff's contract was done in her capacity as an employee of UNCA and was within the scope of her employment with UNCA. It is denied that Plaintiff's contract was terminated in retaliation. Except as specifically herein admitted, the allegations of Paragraph 108 are denied.

109. Accordingly, UNCA is vicariously liable for Olson's willful misconduct.

ANSWER: Paragraph 109 consists of legal conclusions, to which no response is required. To the extent that a response is required, the allegations of Paragraph 109 are denied.

110. Olson claimed Settman's termination was due to alleged unprofessionalism. Olson produced no evidence of any unprofessionalism. In fact, Settman received only approbation for his work and professionalism, including from Olson herself. Additionally, Settman was rehired at the NCCHW's request and received several pay increases during his tenure.

ANSWER: It is admitted that Plaintiff worked at NCCHW in 2020 and that he worked as an independent contractor for NCCHW beginning in 2023. It is further admitted that Plaintiff received pay increases between

2020 and 2023. It is admitted that Plaintiff's contract was terminated due to unprofessionalism. Except as specifically herein admitted, the allegations of Paragraph 110 are denied.

111. Accordingly, Settman should be awarded treble damages plus costs and reasonable attorneys' fees.

ANSWER: The allegations of Paragraph 111 are denied.

GENERAL DENIAL

Each and every allegation not specifically admitted herein is denied, including all allegations in Plaintiff's Prayer for Relief.

FOURTH DEFENSE

Plaintiff's Claims are barred, in whole or in part, because he does not qualify as a whistleblower and did not engage in protected activity under the Whistleblower Act.

FIFTH DEFENSE

Plaintiff's claims are barred, in whole or in part, because there is no direct evidence of retaliation by Defendants.

SIXTH DEFENSE

Plaintiff's claims are barred, in whole or in part, because he did not suffer irreparable injury.

SEVENTH DEFENSE

Plaintiff's claims are barred, in whole or in part, because Defendants have clean hands and have acted in good faith.

EIGHTH DEFENSE

Plaintiff's claims are barred, in whole or in part, because treble damages cannot be awarded under the Whistleblower Act against Defendants in their official capacities.

NINTH DEFENSE

Plaintiff's claims are barred, in whole or in part, because Defendants are not required to pay pre- or post-judgment interest.

WHEREFORE, having asserted the above-noted defenses and immunities, and having responded to the specifically numbered allegations of Plaintiff's Complaint, Defendants pray unto the Court as follows:

1. Plaintiff's Complaint be dismissed and all claims therein be dismissed with prejudice;
2. That Plaintiff have and recover nothing from Defendants in this action;
3. That costs of this action, including reasonable attorneys' fees, be taxed against Plaintiff as allowed by law;
4. For such other and further relief as the Court deems just and proper; and
5. For a trial by jury of all issues of fact herein.

Respectfully submitted this 28th day of April, 2025.

JEFF JACKSON
Attorney General

/s/ Elizabeth B. Jenkins
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Counsel for Defendants

CERTIFICATE OF SERVICE

I hereby certify that the foregoing **DEFENDANTS' ANSWER AND AFFIRMATIVE DEFENSES** was electronically filed with the Clerk of Court and served on Plaintiff's counsel as follows:

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Counsel for Plaintiff

Respectfully submitted this 28th day of April, 2025.

JEFF JACKSON
Attorney General

/s/ Elizabeth B. Jenkins
Special Deputy Attorney General