

4. Odorizzi, an elementary school teacher, was arrested on criminal charges involving illegal sexual activity. After he was arrested, questioned by police, booked, and released on bail, and had gone 40 hours without sleep, he was visited in his home by the superintendent of the school district and the principal of his school. They told him that they were trying to help him and that they had his best interests at heart. They advised him to resign immediately, stating that there was no time to consult an attorney. They said that if he did not resign immediately, the district would dismiss him and publicize the proceedings, but that if he resigned at once, the incident would not be publicized and would not jeopardize his chances of securing employment as a teacher elsewhere. Odorizzi gave them a written letter of resignation, which they accepted. The criminal charges against Odorizzi were later dismissed, and he sought to resume his employment. When the school district refused to reinstate him, Odorizzi attempted to rescind his letter of resignation on several grounds, including undue influence. (He also alleged duress, but the facts of his case did not constitute duress under applicable state law.) Can Odorizzi avoid the contract on the ground of undue influence?