

**UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF MICHIGAN
SOUTHERN DIVISION**

Zainab Hakim, et al.

Case No. 5:25-cv-11265

Plaintiffs,

Hon. Stephan J. Murphy, III
Mag. Judge: Elizabeth A. Stafford

v.

Regents of the University
of Michigan, et al.

**DEFENDANTS' ANSWER TO
FIRST AMENDED COMPLAINT
AND JURY DEMAND, AND
SPECIAL AND/OR AFFIRMATIVE
DEFENSES**

Defendants.

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**DEFENDANTS' ANSWER TO FIRST AMENDED COMPLAINT
AND JURY DEMAND, AND SPECIAL AND/OR AFFIRMATIVE
DEFENSES**

Defendants Regents of the University of Michigan (“University”), Geoffrey Chatas, and Amy Grier* respond to Plaintiff’s First Amended Complaint (“FAC”) as follows.

For clarity and to assist the Court’s review, Defendants have included in this Answer the same headings and sub-headings used by Plaintiffs in the FAC. To the extent these headings and sub-headings include any allegations relevant to this lawsuit, Defendants expressly deny such allegations. Defendants have also

* On March 31, 2026, the Court dismissed all claims against Santa Ono, Richard S. Holcomb, Jr., Martino Harmon, Erik Wessel, and Donovan Golich. (ECF No. 37). Accordingly, as used in this answer, “Defendants” refers to the remaining defendants: the University, Chatas, and Grier.

reproduced the numbered footnotes included in the body of the FAC. Defendants' responses to each numbered paragraph of the FAC incorporate Defendants' responses to the footnotes included within a given numbered paragraph.

I. NATURE OF PLAINTIFFS' CLAIMS

1. This is a federal civil rights claim brought pursuant to 42 USC § 1983 for Defendants' violations of the Plaintiffs' rights under the First Amendment to the United States Constitution.

ANSWER: Defendants admit only that Plaintiffs purport to bring claims pursuant to 42 U.S.C. § 1983 regarding alleged violations of their First Amendment Rights. Defendants expressly deny all liability and further deny that any relief should be afforded to Plaintiffs.

2. This lawsuit arises from Defendants' violations of Plaintiffs' rights to free speech, petition, and assembly. Defendants took retaliatory and adverse employment actions against Plaintiffs based on speech and activities outside the scope of their employment, including speech relating to issues of significant interest to the University of Michigan ("University") community and to the public at large; association with others with similar viewpoints; and petitioning the University to change its policies and practices.

ANSWER: Defendants deny the allegations as untrue.

3. This lawsuit further arises from Defendants' violations of due process rights when taking retaliatory and adverse employment actions that deprived Plaintiffs of property interests in their employment and liberty interests in their First Amendment rights.

ANSWER: Defendants deny the allegations as untrue.

4. The Defendants acted against the Plaintiffs because of their advocacy for the human rights of Palestinians to help stop the genocide against the Palestinian people and their calls for the University to divest from Israel and from companies complicit in violating the human rights of Palestinians.

ANSWER: Defendants deny the allegations as untrue.

5. Specifically, Defendants violated Plaintiffs' rights by conduct including but not limited to the following:

- terminating Plaintiffs' employment with the University of Michigan and barring the Plaintiffs from future employment within the entire university system;
- wrongfully stating that Plaintiffs violated the University's Standard Practice Guide 601.18 Violence in the University Community Policy and thereby putting an indelible stain on their employment record; and

- failing to provide proper notice, a fair opportunity to be heard, fair procedures, and an impartial decision maker before or after Plaintiffs were terminated from their employment; and
- retaliating by bringing additional student disciplinary and adverse employment actions because Plaintiffs filed this case to protect their First Amendment and due process rights.

ANSWER: Defendants deny the allegations as untrue.

6. Each of these actions were taken and based, in whole or part, on speech and activities — occurring outside Plaintiffs’ work hours and unrelated to their work responsibilities — to advocate for the human rights of Palestinians, to call for an end to the genocide against the Palestinian people, and to petition their public University to divest from Israel and from companies complicit in violating the human rights of Palestinians.

ANSWER: Defendants deny the allegations as untrue.

II. JURISDICTION AND VENUE

7. This court has jurisdiction over the subject matter of this case pursuant to 28 U.S.C. § 1331 (federal question). Declaratory and injunctive relief is authorized by 28 U.S.C. §§ 2201 and 2202, 42 U.S.C. §§ 1983 and 1988, and Fed. R. Civ. P. 57.

ANSWER: Defendants do not dispute that jurisdiction is proper based on the nature of the claims alleged in the FAC; however, Defendants deny that any relief should be granted to Plaintiffs.

8. Venue in this judicial district is proper pursuant to 28 U.S.C. § 1391(b), since a substantial part of the events or omissions giving rise to the claim occurred in this district and multiple Defendants reside in this district.

ANSWER: Defendants do not dispute that venue is proper based on the nature of the claims alleged in the FAC; however, Defendants deny that any relief should be afforded to Plaintiffs.

III. PARTIES

9. Plaintiff ZAINAB HAKIM (“HAKIM”) is and was, at all times relevant, a resident of the City of Canton, County of Wayne, State of Michigan. She is an August 2024 graduate of the University of Michigan and was a full-time employee of the University of Michigan.

ANSWER: Defendants admit only that Plaintiff Hakim is a 2024 graduate of the University and that for a period of time, was an employee of the University. Defendants neither admit nor deny the remaining allegations because they lack knowledge or information sufficient to form a belief as to the truth of the allegations.

10. Plaintiff HENRY MACKEEN-SHAPIRO (“MACKEEN-SHAPIRO”) is and was, at all times relevant, a resident of the City of Ann Arbor, County of Washtenaw, State of Michigan. He is an undergraduate student at the University of Michigan and was an employee of the University of Michigan.

ANSWER: Defendants admit only that, for a period of time, Plaintiff MacKeen-Shapiro was an undergraduate student and an employee at the University. Defendants neither admit nor deny the remaining allegations because they lack knowledge or information sufficient to form a belief as to the truth of the allegations.

11. Plaintiff EAMAN ALI (“ALI”) is and was, at all times relevant, a resident of the City of Ann Arbor, County of Washtenaw, State of Michigan. She is an undergraduate student at the University of Michigan and was an employee of the University of Michigan.

ANSWER: Defendants admit only that, for a period of time, Plaintiff Ali was an undergraduate student and an employee at the University. Defendants neither admit nor deny the remaining allegations because they lack knowledge or information sufficient to form a belief as to the truth of the allegations.

12. Plaintiff ASSMAA EIDY (“EIDY”) is and was, at all times relevant, a resident of the City of Ann Arbor, County of Washtenaw, State of Michigan. She is an undergraduate student at the University of Michigan and was an employee of the University of Michigan.

ANSWER: Defendants admit only that Plaintiff Eidy is an undergraduate student and, for a period of time, was an employee at the University. Defendants neither admit nor deny the remaining allegations because they lack knowledge or information sufficient to form a belief as to the truth of the allegations.

13. Plaintiff HARRISON RHOADES (“RHOADES”) is and was, at all times relevant, a resident of the City of Ann Arbor, County of Washtenaw, State of Michigan. He is a December 2024 graduate of the University of Michigan and was an employee of the University of Michigan.

ANSWER: Defendants admit only that Plaintiff Rhoades is a December 2024 graduate of the University and for a period of time, was an employee of the University. Defendants neither admit nor deny the remaining allegations because they lack knowledge or information sufficient to form a belief as to the truth of the allegations.

14. Plaintiff ARWA HASSABALLA (“HASSABALLA”) is a resident of the Village of Lake Orion, County of Oakland, State of Michigan. She is a December 2023 graduate of the University of Michigan and was an employee of the University of Michigan.

ANSWER: Defendants admit only that Plaintiff Hassaballa is a December 2023 graduate of the University and for a period of time, was an employee of the University. Defendants neither admit nor deny the remaining allegations because they lack knowledge or information sufficient to form a belief as to the truth of the allegations.

15. Plaintiff RHEA CHAPPELL (“CHAPPELL”) is and was, at all times relevant, a resident of the City of Ann Arbor, County of Washtenaw, State of Michigan. She is an undergraduate student at the University of Michigan and was an employee of the University of Michigan.

ANSWER: Defendants admit only that, for a period of time, Plaintiff Chappell was an undergraduate student and an employee at the University. Defendants neither admit nor deny the remaining allegations because they lack knowledge or information sufficient to form a belief as to the truth of the allegations.

16. Plaintiff ZAYNAB OMAR IBN AL-KHATTAB ELKOLALY (“ELKOLALY”) is and was, at all times relevant, a resident of the City of Ypsilanti, County of Washtenaw, State of Michigan. She is an August 2024 graduate of the University of Michigan and was an employee of the University of Michigan.

ANSWER: Because Plaintiff Elkolaly’s claims have been dismissed pursuant to the Court’s March 31, 2026, Order Granting in Part and Denying in Part Defendants’ Motion to Dismiss, (see ECF No. 37, PageID.924–65), this allegation does not require a response.

17. Defendant REGENTS OF THE UNIVERSITY OF MICHIGAN (“REGENTS”) is a body corporate with its principal place of business in the City of Ann Arbor, Michigan, County of Washtenaw, State of Michigan. Defendant REGENTS have general supervisory powers over the University of Michigan and its officers and control and direct all the institution’s expenditures. The REGENTS have the power to set, amend, and enforce university policy and to ensure that the university’s policies are observed by all university officials and employees. The REGENTS have final authority to approve or disapprove of personnel hired by the University.

ANSWER: Defendants admit that the Regents of the University of Michigan constitutes a body corporate under Article VIII, §5 of the Constitution of the State

of Michigan. Defendant further admit that the Michigan Constitution provides that the Board of Regents has “general supervision” of the institution and “the control and direction of all expenditures from the University’s funds.” Because Plaintiffs do not identify the “personnel” to which they refer, Defendants lack knowledge or information sufficient to form a belief as to the truth of the remaining allegations. Additionally, the allegations otherwise state legal arguments and conclusions to which no response is required.

18. Defendant SANTA ONO (“ONO”) was, at all times relevant, a resident of the City of West Bloomfield, County of Oakland, State of Michigan, and was employed by the University of Michigan, Ann Arbor as the school’s President. Defendant ONO’s duties and functions included general oversight powers inherent as chief executive of the University, including but not limited to oversight of all University vice presidents, oversight and hiring and firing of all staff and contractors, and maintaining order and the welfare of students. He had the power to set, amend, and enforce university policy and to ensure that the university’s policies are observed by all university officials and other employees. He is sued in his individual and official capacities.

ANSWER: Defendants admit only that, for a period of time, Santa Ono was the President of the University of Michigan and that, in that capacity, he served as the

principal executive director of the University. Defendants deny the remaining allegations as untrue. In further answer, Defendants state that on March 31, 2026, the Court dismissed all claims against Santa Ono. (ECF No. 37).

19. Defendant GEOFFREY S. CHATAS (“CHATAS”) is, and was at all relevant times, the Executive Vice President, and Chief Financial Officer at the University of Michigan. Defendant CHATAS oversees human resources and related services. Defendant CHATAS’ duties and functions include decision making and oversight powers relating to University human resources and employment matters, including employee grievances. Further, he has the power to set, amend, and enforce university policy as it relates to human resources and to ensure that the university’s policies are observed by all subordinate employees and human resources staff. Defendant CHATAS also oversees the University’s Investment Office, which is responsible for managing and investing the University’s endowment and other financial resources. He is sued in his individual and official capacities.

ANSWER: Defendants admit only that, for a period of time, Geoffrey S. Chatas was the Executive Vice President and Chief Financial Officer at the University of Michigan. Because Plaintiffs do not define to what “related services,” “oversight,” “oversees,” and “policy” refers, Defendants neither admit nor deny the allegations

because they lack knowledge or information sufficient to form a belief as to the truth of those allegations. Defendants deny any remaining allegations as untrue.

20. Defendant RICHARD S. HOLCOMB, JR. (“HOLCOMB”) is and was, at all times relevant, employed by the University of Michigan as the Associate Vice President for Human Resources of the University of Michigan. Defendant HOLCOMB oversees the university’s human resources office and employment matters, and his duties and functions include decision making and oversight powers of employment actions, including employee grievances. He has the power to set, amend, and enforce university policy as it relates to human resources and to ensure that the university’s policies are observed by all subordinate employees and human resources staff. He is sued in his individual and official capacities.

ANSWER: Defendants admit only that Richard S. Holcomb is an Associate Vice President for Human Resources at the University of Michigan. Because Plaintiffs do not define to what “oversight,” “oversees,” and “policy” refers, Defendants neither admit nor deny the allegations because they lack knowledge or information sufficient to form a belief as to the truth of those allegations. Defendants deny any remaining allegations as untrue. In further answer, Defendants state that on March 31, 2026, the Court dismissed all claims against Richard S. Holcomb, Jr. (ECF No. 37).

21. Defendant AMY GRIER (“GRIER”) is and was, at all times relevant, employed as an Associate Director in the Human Resources Department at the University of Michigan. Defendant GRIER initiated and participated in the issuance of Plaintiffs’ adverse employment actions and employment grievance review processes. She is sued in her individual and official capacities.

ANSWER: Defendants admit only that Amy Grier is an Associate Director in the Human Resources Department at the University of Michigan. Because Plaintiffs do not describe to what “initiated” and “participated” refers, Defendants neither admit nor deny the allegations because they lack knowledge or information sufficient to form a belief as to the truth of the allegations. Defendants deny any remaining allegations as untrue.

22. Defendant MARTINO HARMON (“HARMON”) is a resident of the City of Ann Arbor, County of Washtenaw, State of Michigan. Defendant HARMON is employed by the University of Michigan, Ann Arbor as the Vice President for Student Life. Defendant HARMON’s duties and functions include general oversight of all aspects of student affairs and of the Office of Student Conflict Resolution (“OSCR”), including but not limited to initiating, approving, managing, and adjudicating student disciplinary proceedings. He has the power to set, amend, and

enforce university policy within his areas of responsibility. Defendant HARMON is sued in his individual and official capacities.

ANSWER: Defendants admits only that Martino Harmon is a resident of the City of Ann Arbor and that he is the Vice President for Student Life (“VPSL”) at the University of Michigan. Defendants admit that the Office of Student Life, over which VPSL Harmon has certain oversight authority, is responsible for student and student organization accountability. Because Plaintiffs do not define to what “oversite” refers, Defendants neither admit nor deny the allegations because they lack knowledge or information sufficient to form a belief as to the truth of the allegations. Defendants deny any remaining allegations as untrue. In further answer, Defendants state that on March 31, 2026, the Court dismissed all claims against Martino Harmon. (ECF No. 37).

23. Defendant ERIK WESSEL (“WESSEL”) is a resident of the State of Michigan. Defendant WESSEL is employed by the University of Michigan, Ann Arbor as the Director of OSCR. Defendant WESSEL’s duties and function include initiating, approving, overseeing, coordinating, facilitating, managing, adjudicating, and executing student disciplinary proceedings against pro-Palestinian protestors. Defendant WESSEL is sued in his individual and official capacities.

ANSWER: Defendants admits only that Erik Wessel is a resident of the State of Michigan and that he is the Director of OSCR. Defendants deny any remaining allegations as untrue. In further answer, Defendants state that on March 31, 2026, the Court dismissed all claims against Erik Wessel. (ECF No. 37).

24. Defendant DONOVAN GOLICH (“GOLICH”) is a resident of the State of Michigan. Defendant GOLICH is employed by the University of Michigan, Ann Arbor as a program Tha within the Office of Student Conflict Resolution. Defendant GOLICH’s duties and functions include initiating, approving, investigating, managing, adjudicating, and executing OSCR student disciplinary proceedings against pro-Palestinian protestors. Defendant GOLICH is sued in his individual and official capacities.

ANSWER: Defendants admits only that Donovan Golich is a resident of the State of Michigan and that he is employed by the University of Michigan. Defendants deny any remaining allegations as untrue. In further answer, Defendants state that on March 31, 2026, the Court dismissed all claims against Donovan Golich. (ECF No. 37).

25. At all relevant times, Defendants REGENTS, ONO, CHATAS, HOLCOMB, GRIER, HARMON, WESSEL, and GOLICH were acting under color of law when Plaintiffs' rights were violated.

ANSWER: Defendants deny the allegations as untrue. In further answer, Defendants state that on March 31, 2026, the Court dismissed all claims against Santa Ono, Richard S. Holcomb, Jr., Martino Harmon, Erik Wessel, and Donovan Golich. (ECF No. 37).

IV. COMMON FACTS

26. The University of Michigan ("UM" or the "University") is a public university with campuses in Ann Arbor, Dearborn, and Flint, Michigan.

ANSWER: Admitted.

27. The University of Michigan is a public employer with thousands of employees at campus and educational locations in Ann Arbor, Dearborn, Detroit, and Flint and health facilities at more than two dozen locations around the state and in Ohio.

ANSWER: Admitted.

28. The University is governed by a Board of Regents comprised of eight voting members plus the University President, who is an ex officio member of the Board. The Board of Regents has general supervisory powers over the University and its officers, and controls and directs all the institution's expenditures. The Board of Regents is also responsible for selecting the President of the University.

ANSWER: Defendants admit the first sentence and further admit that: the Michigan Constitution provides that the Board of Regents has “general supervision” of the institution and “the control and direction of all expenditures from the University’s funds” and that under the Article VIII, Section 5 of the Michigan Constitution, the Board of Regents “elects a president” of the University. Except as expressly admitted herein, Defendants deny the allegations.

29. As of October 2024, Plaintiff HAKIM was employed as a full-time Academic Program Specialist in the University of Michigan’s Center for South Asian Studies (“CSAS”) that is housed within the College of Literature, Science, and the Arts’s International Institute.

ANSWER: Defendants admit that, for a period of time, Plaintiff Hakim was employed as an Academic Program Specialist in the Center for South Asian Studies at the International Institute in the College of Literature, Science, and the Arts. Defendants deny any remaining allegations as untrue.

30. As an Academic Program Specialist, Plaintiff HAKIM planned CSAS events, lectures, programs, and conferences. Plaintiff HAKIM also coordinated and led CSAS academic programs for students and managed the CSAS budget and CSAS grants.

ANSWER: Defendants neither admit nor deny the allegations because they lack knowledge or information sufficient to form a belief as to the truth of the allegations.

31. As of January 2025, Plaintiff MACKEEN-SHAPIRO was employed as a student Program Assistant at the English Language Institute.

ANSWER: Defendants admit that, for a period of time, Plaintiff MacKeen-Shapiro was employed as a Program Assistant at the English Language Institute. Defendants deny any remaining allegations as untrue.

32. As a Program Assistant, Plaintiff MACKEEN-SHAPIRO provided feedback and advice to international graduate students on their coursework and other academic materials to improve their English writing and verbal skills.

ANSWER: Defendants neither admit nor deny the allegations because they lack knowledge or information sufficient to form a belief as to the truth of the allegations.

33. As of August 2023, Plaintiff EAMAN ALI was employed as a Campus Information Assistant at the University's Campus Information Center.

ANSWER: Defendants admit that, for a period of time, Plaintiff Ali was employed as a Campus Information Assistant at the University's Campus Information Center. Defendants deny any remaining allegations as untrue.

34. In her role as a Campus Information Assistant, Plaintiff ALI provided in-person customer service at the University Unions.

ANSWER: Defendants neither admit nor deny the allegations because they lack knowledge or information sufficient to form a belief as to the truth of the allegations.

35. Plaintiff ASSMAA EIDY was employed as a research assistant in the American Culture Department with Professor Umayyah Cable as of January 2025 and as a Community Leadership Fellow at the University's Ginsberg Center as of September 2024.

ANSWER: Defendants admit that, for a period of time, Plaintiff Eidy was employed as a research assistant with Professor Umayyah Cable and also worked in the Ginsberg Center. Defendants neither admit nor deny the remaining allegations because they lack knowledge or information sufficient to form a belief as to the truth of the allegations.

36. As a research assistant, Plaintiff EIDY conducted research on Arab American social issues, archived primary sources, and assisted Professor Cable on a documentary film project.

ANSWER: Defendants neither admit nor deny the allegations because they lack knowledge or information sufficient to form a belief as to the truth of the allegations.

37. As a Community Leadership Fellow, Plaintiff EIDY conducted a public service project on behalf of the University with a local non-profit organization.

ANSWER: Defendants neither admit nor deny the allegations because they lack knowledge or information sufficient to form a belief as to the truth of the allegations.

38. In August 2024, Plaintiff HARRISON RHOADES was hired part-time as a Coalition Manager within the University of Michigan's Sustainable Food Program ("UMSFP"). UMSFP is a part of the Student Life Sustainability Office.

ANSWER: Defendants admit that, for a period of time, Plaintiff Rhoades was employed as a Coalition Manager in the Sustainability Food Program. Defendants deny any remaining allegations as untrue.

39. As a Coalition Manager, Plaintiff RHOADES conducted a variety of work, including event planning and coordination, communication, and collaboration with partner organizations, and supporting a grant program coordinated by UMSFP.

ANSWER: Defendants neither admit nor deny the allegations because they lack knowledge or information sufficient to form a belief as to the truth of the allegations.

40. Throughout her time as a student, Plaintiff HASSABALLA worked several part-time roles at the University, including serving as an undergraduate research assistant, a student life facilitator for M-STEM Academics, an Arab Heritage Month Student Coordinator, and a Teacher's Assistant at the North Campus Children's Center.

ANSWER: Defendants admit that, for a period of time, Plaintiff Hassaballa was employed in various positions at the University. Defendants deny any remaining allegations as untrue.

41. Plaintiff HASSABALLA most recent campus position was her employment as a Teacher's Assistant at the North Campus Children's Center from July 2022-November 2023.

ANSWER: Defendants admit that, for a period of time, Plaintiff Hassaballa was employed as a Teaching Assistant. Defendants deny any remaining allegations as untrue.

42. As a Teacher's Assistant, Plaintiff HASSABALLA supported the learning of children, especially bilingual children, and provided supervision and childcare to dozens of students.

ANSWER: Defendants neither admit nor deny the allegations because they lack knowledge or information sufficient to form a belief as to the truth of the allegations.

43. In late August 2023, Plaintiff HASSABALLA injured her foot so severely that she could not move without the assistance of a scooter.

ANSWER: Defendants neither admit nor deny the allegations because they lack knowledge or information sufficient to form a belief as to the truth of the allegations.

44. On November 6, 2023, Plaintiff HASSABALLA ended her employment with the North Campus Children's Center due to her foot injury because she could not continue to move around and care for children as her position required.

ANSWER: Defendants neither admit nor deny the allegations because they lack knowledge or information sufficient to form a belief as to the truth of the allegations.

45. Plaintiff CHAPPELL was employed part-time as a Student Building Manager at the Michigan League from August 2023-August 2024.

ANSWER: Defendants admit that, for a period of time, Plaintiff Chappell was employed part-time as a building manager at the Michigan League. Defendants deny any remaining allegations as untrue.

46. Plaintiff CHAPPELL managed and prepared rooms at the Michigan League for events such as student organization meetings, conferences, and weddings.

ANSWER: Defendants neither admit nor deny the allegations because they lack knowledge or information sufficient to form a belief as to the truth of the allegations.

47. Plaintiff ELKOLALY was employed in several part-time roles at the University, including as an administrative assistant at Michigan Medicine, and a research assistant and Diversity Equity and Inclusion Officer in the Nuclear Engineering and Radiological Sciences Department.

ANSWER: Because Plaintiff Elkolaly's claims have been dismissed pursuant to the Court's March 31, 2026, Order Granting in Part and Denying in Part Defendants'

Motion to Dismiss, (*see* ECF No. 37, PageID.924–65), this allegation does not require a response.

48. Plaintiff ELKOLALY was employed as a research assistant in the Nuclear Engineering and Radiological Sciences Department from September 2022-April 2024. Plaintiff ELKOLALY conducted research on nuclear energy.

ANSWER: Because Plaintiff Elkolaly’s claims have been dismissed pursuant to the Court’s March 31, 2026, Order Granting in Part and Denying in Part Defendants’ Motion to Dismiss, (*see* ECF No. 37, PageID.924–65), this allegation does not require a response.

49. Each of the Plaintiffs was a dedicated University employee who took their job duties seriously, conducted exemplary work, and performed necessary services for the University.

ANSWER: Defendants neither admit nor deny the remaining allegations because they lack knowledge or information sufficient to form a belief as to the truth of the allegations.

50. Each of the Plaintiffs was a University student at the time that they participated in the speech and advocacy activity that resulted in the employment actions and discrimination taken against them by the Defendants.

ANSWER: Defendants deny the allegations as untrue.

51. Each of the Plaintiffs intended and planned to continue their University employment and/or apply for additional employment opportunities with the University.

ANSWER: Defendants neither admit nor deny the allegations because they lack knowledge or information sufficient to form a belief as to the truth of the allegations.

UM Employees Regularly Speak on Issues of Public Concern

52. University students¹ regularly speak out as citizens on issues of public concern.

ANSWER: Defendants neither admit nor deny the allegations because they lack knowledge or information sufficient to form a belief as to the truth of the allegations, including the allegations in the footnote 1. In further answer, Defendants neither admit nor deny the allegations because they call for a legal conclusion

¹ Likewise University alumni, employees, faculty, administrators and other members of the University community also regularly speak out on issues of public concern.

53. For decades, the University's student employees have also dedicated time outside of work to speak out on a variety of issues of public concern, including but not limited to, the Vietnam War, the Civil Rights Movement, climate change, racial justice, reproductive justice, workers' rights, and Israel-Palestine.

ANSWER: Defendants neither admit nor deny the allegations because they lack knowledge or information sufficient to form a belief as to the truth of the allegations.

54. For decades, students² have advocated on campus, at demonstrations, rallies, teach-ins, marches, strikes, sit-ins, pickets, and educational events for many important social and political issues.

ANSWER: Defendants admit only that the types of advocacy events listed have, at various times, occurred on the University's campus. Defendants neither admit nor deny the remaining allegations, including those in footnote 2, because they lack knowledge or information sufficient to form a belief as to the truth of the allegations.

² University alumni, employees, faculty, administrators and other members of the University community also regularly engage in these forms of advocacy on issues of public concern.

55. University students frequently call on the University, the Board of Regents, University administrators, the City of Ann Arbor, the State of Michigan, and the federal government to act on a variety of issues of public concern.

ANSWER: Defendants admit only, at times, the University receives communications from students interested or concerned in various issues that include requests for the University to take certain action in response. Defendants neither admit nor deny the remaining allegations because they lack knowledge or information sufficient to form a belief as to the truth of the allegations.

56. Employees participate in these activities outside of their work time at the University and outside of their capacity as University employees.

ANSWER: Defendants neither admit nor deny the allegations because they lack knowledge or information sufficient to form a belief as to the truth of the allegations.

57. In fact, the University has encouraged its students and employees to speak out on a variety of issues of public concern.

ANSWER: Defendants admit only that the University encourages and supports its community members to peacefully and lawfully advocate for themselves and others to advance the rights of all individuals and causes. Defendants neither admit nor

deny the remaining allegations because they lack knowledge or information sufficient to form a belief as to the truth of the allegations.

58. Today, the University of Michigan commemorates the campus' long history of demonstrations, rallies, teach-ins, marches, strikes, sit-ins, pickets, and educational events in its classrooms, academic buildings, alumni magazines, websites, and symposiums and events.

ANSWER: Defendants admit only that the University has memorialized its long history of free expression and student advocacy in many different formats and places. Defendants lack knowledge or information sufficient to form a belief as to what specific classrooms, academic buildings, alumni magazines, websites, and symposiums and events are referenced, and on that basis deny the allegations except as expressly admitted herein.

59. University administrators express their admiration for the University of Michigan long history of activism by students — in brochures directed to prospective students, on murals on campus buildings, in classroom instruction, in social media posts, and through emails to the entire University network.

ANSWER: To the extent the allegations purport to characterize brochures, murals, social media posts, and emails, those materials speak for themselves, and Defendants

deny all allegations inconsistent therewith. Defendants otherwise lack knowledge or information sufficient to form a belief as to what specific brochures, murals, classroom instruction, social media posts, and emails are referenced, and on that basis deny the allegations.

60. The University's *Free Speech on Campus* webpage reflects the University's policies and practices, stating that the University "has long welcomed dissent, advocacy, and the expression of the broadest array of ideas, even those that could be unpopular, upsetting or critical of the university."³

ANSWER: The allegations (including those in footnote 3) purport to characterize a webpage published on August 28, 2024, entitled *Free Speech on Campus*, which speaks for itself, and Defendants deny all allegations inconsistent therewith.

61. Dating back to the civil rights movement and Vietnam War era, the University is believed to have maintained a consistent policy and practice of not bringing disciplinary proceedings or other actions against students who advocate on issues of public concern.

ANSWER: Defendants lack knowledge or information sufficient to form a belief as to what Plaintiffs believe. To the extent the allegations in this paragraph imply

³ See <https://publicaffairs.vpcomm.umich.edu/key-issues/free-speech-on-campus/>.

that the University has had a formal policy of the type described in this paragraph, the allegations are denied.

62. Sit-ins at the President's office have long been a common, recognized, and acceptable form of protest and method of demonstration at the University for decades.

ANSWER: Defendants admit only that sit-ins have occurred at the University. Defendants otherwise lack knowledge or information sufficient to understand what specific historical sit-ins Plaintiffs refer to, and on that basis deny the allegations except as expressly admitted herein.

63. The President's office is in the Alexander G. Ruthven Building ("Ruthven Building").

ANSWER: Admitted.

64. The building is open to the public and accessible to students via University-issued access cards.

ANSWER: Defendants admit only that the Ruthven Building is generally open to the public Monday through Friday, 7:30 a.m. through 5:30 p.m. Outside those hours,

only Ruthven Building staff can access the building through swipe-operated entrances. Defendants deny any remaining allegations as untrue.

65. Student sit-ins at the Ruthven Building typically seek to get the attention of the University's President or the President's representative and to communicate a message to them, petition them to make changes to the University, or make a request of them.

ANSWER: Defendants neither admit nor deny the allegations because they lack knowledge or information sufficient to form a belief as to the truth of the allegations.

66. Until the incidents related herein, sit-ins in the Ruthven Building have not resulted in the administration closing the building, locking the building's doors, or barring entry to students and the public.

ANSWER: Defendants lack knowledge or information sufficient to understand what specific historical sit-ins Plaintiffs refer to, and on that basis deny the allegations.

67. Until the incidents related herein, sit-ins in the Ruthven Building have not resulted in the administration calling outside police or ten different police agencies to respond, close the building, and remove students.

ANSWER: Defendants lack knowledge or information sufficient to understand what specific historical sit-ins Plaintiffs refer to, and on that basis deny the allegations.

68. Until the incidents related herein, sit-ins in the Ruthven Building have not resulted in the administration initiating disciplinary proceedings against participating students or issuing notices barring students from entering University buildings and/or entering any part of the school's three campuses for a year or more.

ANSWER: Defendants lack knowledge or information sufficient to understand what specific historical sit-ins Plaintiffs refer to, and on that basis deny the allegations.

69. Until the incidents related herein, sit-ins in the Ruthven Building have not resulted in the administration terminating the employment of students who had obtained on-campus work or terminating the work of recent graduates hired by the university as alumni.

ANSWER: Defendants lack knowledge or information sufficient to understand what specific historical sit-ins Plaintiffs refer to, and on that basis deny the allegations.

70. Until the incidents related herein, sit-ins in the Ruthven Building have not resulted in the administration forever barring students from any future work with any unit of the University system at all locations.

ANSWER: Defendants lack knowledge or information sufficient to understand what specific historical sit-ins Plaintiffs refer to, and on that basis deny the allegations.

71. Likewise, innumerable protests and marches have occurred on the sidewalks of the campus and in the public areas outside of campus buildings.

ANSWER: Defendants admit only that protests and marches have occurred in public areas. Defendants lack knowledge or information sufficient to understand what specific historical protests Plaintiffs refer to, and on that basis deny any remaining allegations.

72. Historically, protests and marches occurring on the campus' public sidewalks or public areas outside of campus building have not resulted in the administration initiating disciplinary proceedings against participating students; issuing notices barring students from entering University buildings and/or entering any part of the school's three campuses for a year or more; terminating the

employment of participating students; or forever barring students from any future work with any unit of the University system at all locations.

ANSWER: Defendants lack knowledge or information sufficient to understand what specific historical protests and marches Plaintiffs refer to, and on that basis deny the allegations.

73. Divestment campaigns are one example of a successful and important form of student advocacy at the University of Michigan.

ANSWER: Defendants admit only that, in the long history of student advocacy at the University, student advocates have occasionally mounted campaigns for the University to divest from various industries and entities. Defendants otherwise lack knowledge or information sufficient to form a belief as to what Plaintiffs mean by “successful and important.”

74. Students led a powerful movement calling upon the University to divest its financial holdings from apartheid South Africa. For decades, the UM student movement against apartheid leveraged demonstrations, marches, sit-ins, and campaigns to educate and push the University administration, Board of Regents, and state officials to divest from South Africa.

ANSWER: Defendants admit only that one of the student campaigns for divestment called for divestment from South Africa during apartheid. Except as expressly admitted herein, Defendants deny the allegations in this paragraph. Defendants further lack knowledge or information sufficient to form a belief as to what Plaintiffs mean by a “powerful” movement.

75. After years of protest the University’s Board of Regents passed its first resolution to divest from South Africa in the late 1970s.

ANSWER: Defendants admit only that in March 1978, the University’s Board of Regents resolved to partially divest from apartheid South Africa, and that there was previously protest activity related to divestment from South Africa. Except as expressly admitted herein, Defendants deny the allegations in this paragraph.

76. Students led other campaigns calling upon the University to divest on other issues of public concern.

ANSWER: Defendants neither admit nor deny the allegations because they lack knowledge or information sufficient to form a belief as to the truth of the allegations.

77. In 2000, the University divested from tobacco companies.

ANSWER: Defendants admit only that the University resolved to divest, partially divest, or freeze future investments in tobacco companies in 2000. Except as expressly admitted herein, Defendants deny the allegations.

78. In 2002, the University began the process of divesting from fossil fuels.

ANSWER: Defendants admit only that the University resolved to divest, partially divest, or freeze future investments in fossil fuels in 2020. Except as expressly admitted herein, Defendants deny the allegations.

79. In 2022, the University divested from Russia.

ANSWER: Defendants admit only that the University resolved to divest, partially divest, or freeze future investments in Russia in 2022. Except as expressly admitted herein, Defendants deny the allegations.

80. Each of the divestment actions followed advocacy, demonstrations, and other protest activity by students.

ANSWER: Defendants admit only that there was previously protest activity related to such divestment and frozen investments. Except as expressly admitted herein, Defendants deny the allegations in this paragraph.

**Methods of Divestment Advocacy Have Not Changed,
But The University's Response Has Changed Dramatically
When Students Advocate for Divestment from Israel**

81. Groups advocating both in support of Palestinian rights and in support of Israel have long existed on the University of Michigan's campus.

ANSWER: Defendants admit only that the University has a rich history of expressive activity on its campuses, including on topics related to the Middle East from groups advocating both in support of Palestinian rights and in support of Israel. Except as expressly admitted herein, Defendants deny the allegations.

82. For decades, there has been a movement of students advocating for the human rights of Palestinians and calling for the University's divestment from Israel and companies complicit in furthering human rights violations against Palestinians.

ANSWER: Defendants admit only that the University has a rich history of expressive activity on its campuses, including in the last two decades, and including on topics related to the Middle East from student groups advocating both in support of Palestinian rights and in support of Israel. Except as expressly admitted herein, Defendants deny the allegations.

83. Students and university employees regularly participate in demonstrations, sit-ins, protests, marches, strikes, and other methods of advocacy to

speak out for the human rights of Palestinians and for the University to divest from Israel and from companies complicit in violating the human rights of Palestinians.

ANSWER: Defendants neither admit nor deny the allegations because they lack knowledge or information sufficient to form a belief as to the truth of the allegations.

84. The methods of advocacy used by the divestment movement at the University of Michigan – including peaceful demonstrations, sit-ins, vigils, and educational programming – have remained consistent over time.

ANSWER: Defendants deny the allegations as untrue.

85. Since October 7, 2023, student activities on campus – both in support of and in opposition to Israel’s actions in Gaza – have dramatically increased.

ANSWER: Defendants admit only that since October 7, 2023, student activism on campus has increased in volume and certain students have increasingly engaged in conduct that violates University policies and the law. Except as expressly admitted herein, Defendants deny the allegations.

86. These activities have included marches, vigils, sit-ins, and other educational events and expressive activities by students.

ANSWER: Defendants admit only that since October 7, 2023, student activism on campus has increased in volume and certain students have increasingly engaged in conduct that violates University policies and the law. Except as expressly admitted herein, Defendants deny the allegations.

87. Since October 7, 2023, the University's response to pro-Palestine and pro-divestment speech and protest activities by students has changed dramatically.

ANSWER: Defendants deny the allegations as untrue.

88. Since October 7, 2023, the University has solely targeted, discriminated against, and punished students for engaging in speech and protest activity in support of Palestine and calling for the University to divest from Israel as a means of pressuring Israel to cease human rights violations against the Palestinian people, including crimes against humanity and genocide.

ANSWER: Defendants deny the allegations as untrue.

89. Defendants have targeted students, including the Plaintiffs, and are seeking to make examples of them to deter others from expressing viewpoints that Defendants view as pro-Palestinian and to deter others from engaging in similar speech and activities.

ANSWER: Defendants deny the allegations as untrue.

90. In so doing, Defendants have taken a range of punitive measures, including retaining outside consultants to bring complaints; initiating disciplinary proceedings against individuals; initiating disciplinary proceedings against student organizations; summarily issuing trespass notice punishments to ban protesters from campus; terminating students' employment; terminating alumni's employment; and barring students and alumni from any future employment across the entire University system.

ANSWER: Defendants deny the allegations as untrue.

91. During the previous half century, no such measures are known to have been taken at any time by the University against students or alumni who, while students, had engaged in speech and related activities on other important issues of public concern.

ANSWER: Defendants lack knowledge or information necessary to form a belief as to what Plaintiffs know. Defendants otherwise deny the allegations to the extent they imply that the University has taken action against Plaintiffs on the basis of their having "engaged in speech and related activities on other important issues of public concern."

92. During the previous half century, no such measures are known to have been taken at any time by the University against students or alumni with opposing viewpoints on the same issues of public concern, including but not limited to students advocating Pro-Israeli viewpoints.

ANSWER: Defendants lack knowledge or information necessary to form a belief as to what Plaintiffs know. Defendants otherwise deny the allegations to the extent they imply that the University has taken action against Plaintiffs on the basis of their having “with opposing viewpoints on the same issues of public concern.”

93. Defendants are targeting students and alumni, including Plaintiffs, through selective enforcement and weaponization of established policies, procedures, and practices to silence viewpoints advocating for the human rights of Palestinians and for divestment from Israel and from companies complicit in violating the human rights of Palestinians.

ANSWER: Defendants deny the allegations as untrue.

94. Defendants have wrongfully determined that speech and expressive activity in support of the human rights of Palestinians; advocating for recognition of a genocide in Gaza by the Israeli government; calling for the University to divest

from Israel; calling for divestment from companies alleged to be complicit in violating the human rights of Palestinians; opposing business or school as usual during a genocide; opposing Zionism; and related language expressing similar viewpoints on an issue of public concern to constitute violence or a threat of violence in violation of University policies.

ANSWER: Defendants deny the allegations as untrue.

95. As a result of the Defendants' determination, the Defendants have sought to punish employees, including the Plaintiffs, for engaging in pure protected speech and expressive activities as violative of the University's policies against violence.

ANSWER: Defendants deny the allegations as untrue.

96. University officials, including the Defendants, have never defined speech and expressive activity by others that espouse opposing viewpoints, such as support of Israeli policies in Gaza, or by persons on other issues of public concern, as constituting violence or a threat of violence in violation of University policies.

ANSWER: Because the allegations are based on a false analogy Defendants deny the allegations as untrue.

97. University officials, including the Defendants, have never taken such measures against others that espouse opposing viewpoints, such as support of Israeli policies in Gaza, or by persons speaking on any other issues of public concern.

ANSWER: Defendants deny as untrue that the University has unequally or unfairly enforced its policies and procedures, including student conduct policies, as to the Plaintiffs in this case. As the allegations in this paragraph otherwise seek to have Defendants respond to an allegation regarding an unknown number of students over many decades, Defendants neither admit nor deny the allegations because they lack knowledge or information sufficient to form a belief as to the truth of the allegations.

Plaintiffs HASSABALLA, CHAPPELL, and ELKOLALY Attended a Peaceful Sit-In to Call for Divestment from Israel

98. On November 17th, 2023, students entered the Ruthven Building to hold a sit-in.

ANSWER: Defendants admit only that on November 17, 2023, students and other individuals entered the Ruthven Building. Defendants neither admit nor deny the remaining allegations because they lack knowledge or information sufficient to form a belief as to the truth of the allegations.

99. The sit-in was to be held during normal business hours in the public lobby of the President's office and other public areas of the Ruthven Building and

was held on Friday afternoon to minimize disruption of University activities within the offices in the building.

ANSWER: Defendants deny the allegations as untrue.

100. The sit-in sought to highlight the need for divestment to help stop a genocide against the Palestinian people and participants sought to call on Defendant ONO to meet and meaningfully discuss divestment from Israel and from companies complicit in violating the human rights of Palestinians.

ANSWER: Defendants deny the allegations as untrue.

101. Over the course of decades at the University, countless students have held sit-ins and other expressive demonstrations at this very location—in the lobby of the President’s office and the common areas of the Ruthven Building—to demand that University administration engage in meaningful dialogue on various issues of public interest.

ANSWER: Defendants admit only that the University has a rich history of expressive activity on its campuses, including outside the President’s office and in other locations in the administration building housing that office at any given time. Except as expressly admitted herein, Defendants deny the allegations. Defendants also deny the allegations to the extent they imply that prior sit-ins and other

demonstrations held in the University's administration building were comparable to the November 17, 2023, events at the Ruthven Building.

102. Students have long had access to the Ruthven Building and University access cards allow them to freely enter the building throughout the day.

ANSWER: Defendants deny the allegations as untrue.

103. In fact, an almost identical sit-in at this same location occurred a few weeks prior to November 17, 2023.

ANSWER: Defendants admit only that a demonstration was held at the Ruthven Building a few weeks prior to November 17, 2023. Defendants deny that this event was "almost identical" to the November 17, 2023, incident in Ruthven. Except as expressly admitted herein, Defendants deny the remaining allegations.

104. The earlier sit-in resulted in students speaking to a University administrator who promised to follow-up on requests for a meeting to discuss divestment.

ANSWER: Defendants admit only that during the earlier demonstration at the Ruthven Building, administrators spoke to participants and indicated willingness to hold a follow-up meeting with them, at which point the participants left Ruthven

voluntarily. Defendants deny that administrators did not hold a follow-up meeting. Defendants deny knowledge or information sufficient to form a belief as to the purpose of students' actions on November 17, 2023. Except as expressly admitted herein, Defendants deny the remaining allegations.

105. Students returned on November 17 to reiterate their prior requests when no meeting was forthcoming.

ANSWER: Defendants neither admit nor deny the allegations because they lack knowledge or information sufficient to form a belief as to the truth of the allegations.

106. On that day, students marched from the Diag before arriving at the Ruthven Building.

ANSWER: Admitted.

107. Upon arrival, students entered the Ruthven Building, sat in a circle, and sang peace songs.

ANSWER: Defendants admit only that students and other individuals entered the Ruthven Building, and that some of those individuals sat in a circle and sang or chanted. By way of further answer, students and other individuals entered the Ruthven Building forcibly, injuring police officers attempting to block unauthorized

entry to the building. Once inside, dozens of individuals also ignored repeated directions by police to leave the building.

108. In an unprecedented break from its previous policies and practices, University administrators called in police from over ten different law enforcement departments to close the building and remove the students.

ANSWER: Defendants admit only that mutual aid was requested from Washtenaw County law enforcement to respond to the November 17, 2023 incident at the Ruthven Building, and that law enforcement agencies in Washtenaw and Wayne County responded to that request. Defendants lack knowledge or information sufficient to form a belief as to how many law enforcement agencies were called to assist with the response. Defendants deny the remaining allegations as untrue.

109. As a result, forty-two students were arrested — all for minor charges of failing to leave the building when first ordered to do so.

ANSWER: Defendants admit only that the students arrested in the Ruthven Building on November 17, 2023, were written citations by police officers and then released on the scene. Defendants deny the remaining allegations as untrue.

110. Students given written citations by police officers at the building and were then allowed to leave, without further incident.

ANSWER: Defendants admit only that the students arrested in the Ruthven Building on November 17, 2023, were written citations by police officers and then released on the scene. Defendants deny the remaining allegations as untrue.

111. None of the students engaged in acts of violence or sought to harm any police officers, University employees, or others and none sought to destroy or damage any school property.

ANSWER: Defendants deny the allegations as untrue.

112. Several students were, however, injured by overly aggressive police tactics.

ANSWER: Defendants deny the allegations as untrue.

113. Plaintiff ZAYNAB ELKOLALY attended the sit-in at the Ruthven Building on November 17, 2023.

ANSWER: Because Plaintiff Elkolaly's claims have been dismissed pursuant to the Court's March 31, 2026, Order Granting in Part and Denying in Part Defendants'

Motion to Dismiss, (*see* ECF No. 37, PageID.924–65), this allegation does not require a response.

114. While attempting to enter the building, which she believed was still open to the public, Plaintiff ELKOLALY became caught between a crowd of persons trying to enter the building and police officers standing in the entryway. While turned away from the entrance to leave and with her back to the police, she was grabbed from behind and thrown to the ground by a University of Michigan police officer. While being thrown to the ground, her hijab was ripped off.

ANSWER: Because Plaintiff Elkolaly’s claims have been dismissed pursuant to the Court’s March 31, 2026, Order Granting in Part and Denying in Part Defendants’ Motion to Dismiss, (*see* ECF No. 37, PageID.924–65), this allegation does not require a response.

115. She was then assisted to her feet by another officer who directed her to stand next to him, which she did.

ANSWER: Because Plaintiff Elkolaly’s claims have been dismissed pursuant to the Court’s March 31, 2026, Order Granting in Part and Denying in Part Defendants’ Motion to Dismiss, (*see* ECF No. 37, PageID.924–65), this allegation does not require a response.

116. She remained standing next to the police officer while he engaged with other persons who were attempting to enter the building.

ANSWER: Because Plaintiff Elkolaly's claims have been dismissed pursuant to the Court's March 31, 2026, Order Granting in Part and Denying in Part Defendants' Motion to Dismiss, (*see* ECF No. 37, PageID.924–65), this allegation does not require a response.

117. After standing next to the officer for several minutes, the officer told her that she could go ahead and join the other students who were engaged in the sit-in. She joined her peers singing songs and chanting for Defendant ONO to meet with students.

ANSWER: Because Plaintiff Elkolaly's claims have been dismissed pursuant to the Court's March 31, 2026, Order Granting in Part and Denying in Part Defendants' Motion to Dismiss, (*see* ECF No. 37, PageID.924–65), this allegation does not require a response.

118. Plaintiff RHEA CHAPPELL attended the sit-in at the Ruthven Building on November 17, 2023. She also sat in a circle and sang songs outside of Defendant ONO's office.

ANSWER: Defendants admit only that Plaintiff Chappell entered and initially refused to leave the Ruthven Building on November 17, 2023. Defendants neither admit nor deny the remaining allegations because they lack knowledge or information sufficient to form a belief as to the truth of the allegations.

119. Plaintiffs ELKOLALY and CHAPPELL attended the sit-in outside of their regular work hours and the sit-in did not impact on their work responsibilities in any manner.

ANSWER: Defendants neither admit nor deny the portion of this allegation that relate to Plaintiff Chappell because they lack knowledge or information sufficient to form a belief as to the truth of the allegations. Additionally, because Plaintiff Elkolaly's claims have been dismissed pursuant to the Court's March 31, 2026, Order Granting in Part and Denying in Part Defendants' Motion to Dismiss, (see ECF No. 37, PageID.924–65), the portion of this allegation that relates to Plaintiff Elkolaly does not require a response.

120. Plaintiff ARWA HASSABALLA also attended the sit-in at the Ruthven Building on November 17, 2023. Plaintiff HASSABALLA chanted alongside fellow students calling for the freedom and liberation of Palestine.

ANSWER: Defendants admit only that Plaintiff Hassaballa entered and initially refused to leave the Ruthven Building on November 17, 2023. Defendants neither admit nor deny the remaining allegations because they lack knowledge or information sufficient to form a belief as to the truth of the allegations.

121. Plaintiff HASSABALLA had already asked her employer to remove her from the schedule due to a foot injury. Plaintiff HASSABALLA was therefore not working at all at the time of the November 17 demonstration.

ANSWER: Defendants neither admit nor deny the allegations because they lack knowledge or information sufficient to form a belief as to the truth of the allegations.

**The University of Michigan Retaliates Against
Plaintiffs HASSABALLA, CHAPPELL, And ELKOLALY**

122. As a result of attending the November 17, 2023 sit-in at the Ruthven Building, Plaintiffs ELKOLALY, HASSABALLA, and CHAPPELL were all targeted by Mr. Omar Torres – a consultant for the University hired to bring a student disciplinary complaint against them for alleged violations of the *Statement of Student Rights and Responsibilities* (“*Statement*”).

ANSWER: Defendants deny the allegations as untrue. Additionally, because Plaintiff Elkolaly’s claims have been dismissed pursuant to the Court’s March 31, 2026, Order Granting in Part and Denying in Part Defendants’ Motion to Dismiss,

(see ECF No. 37, PageID.924–65), the portion of this allegation that relates to Plaintiff Elkolaly does not require a response.

123. Each had a complaint filed against them by Mr. Torres through the University’s student disciplinary procedures.

ANSWER: Defendants admit only that Plaintiffs Hassaballa and Chappell were the subject of student disciplinary procedures and that the complaints filed in those proceedings speak for themselves. Additionally, because Plaintiff Elkolaly’s claims have been dismissed pursuant to the Court’s March 31, 2026, Order Granting in Part and Denying in Part Defendants’ Motion to Dismiss, (see ECF No. 37, PageID.924–65), the portion of this allegation that relates to Plaintiff Elkolaly does not require a response.

124. Within the complaint against Plaintiffs, Mr. Torres alleged the following violations of the *Statement*:

- N. Obstructing or disrupting classes, research projects, or other activities or programs of the University; or obstructing access to university facilities, property, or programs (except for behavior that is protected by the University’s policy on Freedom of Speech and Artistic Expression).

- Q. Failing to comply with lawful requests to leave a University controlled premises.

ANSWER: The allegations in this paragraph purport to characterize OSCR complaints, which speak for themselves, and Defendants deny all allegations inconsistent therewith.

125. During the student disciplinary hearings, administrators departed from and committed numerous violations of established University policies and practices, including but not limited to:

- a. Hiring outside consultants to bring a complaint against students;⁴
- b. The University itself initiated a complaint despite being barred from doing so;⁵
- c. Denying recognized dispute resolution options to the students;
- d. Rejecting the student hearing panel's and appeals board's findings that the students had not violated the Statement and recommending that the complaint be dismissed;

⁴ This is unprecedented and has never been known to have occurred at the University.

⁵ Under the University's own rules, Complaints must be brought by fellow students, staff, faculty, or other employees of the University.

- e. Upon appeal, changing the presumption of innocence, shifting the burden of production and proof from being on the complainant to prove their allegations to being on the students to prove their innocence of any allegations made against them; and
- f. Upon appeal, finding that students' silence and choosing not to testify could be found to be evidence of their guilt.

ANSWER: Defendants deny the allegations, including those in footnotes 4 and 5, as untrue.

126. The University's disciplinary actions against Plaintiffs ELKOLALY, HASSABALLA, and CHAPPELL, among other students who participated in a collective hearing, were clearly taken in violation of their First Amendment, Due Process, and Equal Protection rights and is the subject of other ongoing litigation.

ANSWER: Defendants deny the allegations as untrue. Additionally, because Plaintiff Elkolaly's claims have been dismissed pursuant to the Court's March 31, 2026, Order Granting in Part and Denying in Part Defendants' Motion to Dismiss, (see ECF No. 37, PageID.924–65), the portion of this allegation that relates to Plaintiff Elkolaly does not require a response.

127. Nine (9) months after the sit-in at the Ruthven Building, Defendants ONO, CHATAS, HOLCOMB, and/or GRIER, jointly or individually, initiated and executed adverse employment actions against Plaintiff **ARWA HASSABALLA**.

ANSWER: Defendants admit only that Plaintiff Hassaballa received a letter stating that she was ineligible for rehire, describing the applicable policy violated (SPG 601.18) and the violation. Defendants deny the remaining allegations as untrue. In further answer, Defendants state that on March 31, 2026, the Court dismissed all claims against Santa Ono and Richard S. Holcomb, Jr. (ECF No. 37).

128. Plaintiff HASSABALLA received a letter from University Human Resources (“University HR”). The letter stated that Plaintiff HASSABALLA was “ineligible for rehire” at the University and that her “record will reflect that she violated the Violence in the University Community SPG 601.18.”

ANSWER: Defendants admit only that Plaintiff Hassaballa received a letter stating that she was ineligible for rehire, describing the applicable policy violated (SPG 601.18) and the violation. Defendants deny that Plaintiffs have fully and accurately characterized the letter and deny any remaining allegations as untrue.

129. Defendant GRIER signed the letter.

ANSWER: Defendants admit only that Grier signed an August 14, 2024 letter addressed to Plaintiff Hassaballa. To the extent the allegations refer to a different letter, Defendants neither admit nor deny the allegations because they lack knowledge or information sufficient to form a belief as to the truth of the allegations.

130. At the time this letter was sent, Plaintiff HASSABALLA was no longer a student at the University nor was she employed by the University.

ANSWER: Admitted.

131. Plaintiff HASSABALLA planned to apply for post-graduate employment at the University of Michigan. She also planned to apply for graduate school at the University in the future.

ANSWER: Defendants neither admit nor deny the allegations because they lack knowledge or information sufficient to form a belief as to the truth of the allegations.

132. If her applications were accepted, Plaintiff HASSABALLA planned to work an on-campus job again as a graduate student.

ANSWER: Defendants neither admit nor deny the allegations because they lack knowledge or information sufficient to form a belief as to the truth of the allegations.

133. On August 31, 2024, Plaintiff HASSABALLA made a formal request to Defendant GRIER to commence a grievance process to appeal University HR's determination that she violated the University's SPG 601.18.

ANSWER: Defendants admit that on August 31, 2024, Plaintiff Hassaballa sent Grier an email, which speaks for itself. Defendants deny that Plaintiffs have fully and accurately characterized the email and deny any remaining allegations as untrue.

134. On October 22, 2024, Plaintiff HASSABALLA received the evidence that University HR allegedly used to determine the adverse employment actions taken against her.

ANSWER: Defendants admit that on October 21, 2024, Plaintiff Hassaballa was sent an email containing a link to a Dropbox folder that contained the evidence the University reviewed. Defendants deny any remaining allegations as untrue.

135. She received two pieces of evidence: (1) a heavily redacted University of Michigan Department of Public Safety and Security ("DPSS") report and (2) an incident report that allegedly provided a review of her conduct. The incident report was entirely based on the DPSS report.

ANSWER: Defendants admit only that Plaintiff Hassaballa was provided access to evidence. Defendants deny that Plaintiffs have fully and accurately characterized the evidence and deny any remaining allegations as untrue.

136. On November 5, 2024, Plaintiff HASSABALLA had a Grievance Hearing before a University Grievance Review Committee comprised of University staff members.

ANSWER: Admitted.

137. The hearing was coordinated and facilitated by Defendant GRIER.

ANSWER: Defendants deny the allegations as untrue.

138. During the hearing, a University representative attempted to introduce hearsay by claiming that video evidence showed that Plaintiff HASSABALLA had violated the Violence in the University Policy at the Ruthven protest.

ANSWER: Defendants deny the allegations as untrue.

139. The representative did not seek to introduce or show the video at the hearing but acknowledged that it existed.

ANSWER: Defendants admit only that the video evidence is referenced in the police report. Defendants deny any remaining allegations as untrue.

140. Plaintiff HASSABALLA was not provided with the alleged video evidence prior to or during the Grievance Hearing.

ANSWER: Admitted.

141. Grievance Committee members stated that they also had not been provided with the alleged video evidence and had not seen it at the time of the Grievance Hearing.

ANSWER: Defendants neither admit nor deny the allegations because they lack knowledge or information sufficient to form a belief as to the truth of the allegations.

142. At the hearing, there was no evidence or testimony from any witness who observed Plaintiff HASSABALLA engaging in an act of violence or otherwise violating SPG 601.18 during the sit-in at the Ruthven Building.

ANSWER: Defendants deny the allegations as untrue.

143. Several days later, Plaintiff HASSABALLA received a message from Defendant GRIER that the University Grievance Review Committee had reviewed

the alleged video with unknown persons at some unknown time and place after the hearing.

ANSWER: Defendants admit only that Grier sent an email to Plaintiff Hassaballa on November 11, 2024, stating that the University Grievance Review Committee had reviewed the video evidence and providing Plaintiff Hassaballa an opportunity to review the evidence. Defendants deny that Plaintiffs have fully and accurately characterized the email and deny any remaining allegations as untrue.

144. On November 14, 2024, Plaintiff HASSABALLA received an email from Defendant CHATAS stating that “your case has been escalated to me for final review and determination.”⁶

ANSWER: Defendants admit only that on November 14, 2024, Plaintiff Hassaballa was sent an email attaching a letter signed by Chatas, which speaks for itself. Defendants deny that Plaintiffs have fully and accurately characterized the letter and deny any remaining allegations, including the allegations in footnote 6, as untrue.

⁶ Per the University’s SPG 201.01, a case can only be escalated to the appropriate Executive Officer when one or more members of the committee do not agree with the grievance answer proposed by the operating unit.

145. After Defendant CHATAS' review, Plaintiff HASSABALLA was not reinstated nor was the permanent employment ban removed from her employment record.

ANSWER: Defendants admit only that, as described in the November 14, 2024 letter, Plaintiff Hassaballa's arguments were fully considered and her requested remedies were denied. Defendants deny that Plaintiffs have fully and accurately characterized the letter and deny any remaining allegations as untrue.

146. On November 22, 2024, Defendants CHATAS, HOLCOMB, and/or GRIER finally allowed Plaintiff HASSABALLA to watch the video that was provided to the Grievance Review Committee after her hearing, and which appears to have been the sole basis of the University's adverse employment action taken against her.

ANSWER: Defendants admit only that on November 22, 2024, Plaintiff Hassaballa reviewed the video evidence that she was offered an opportunity to review on November 11, 2024. Defendants deny the remaining allegations as untrue.

147. At that time, Plaintiff HASSABALLA was able to view two videos: (1) showing a crowd of protesters outside of the Ruthven Building and (2) showing protesters walking through the building doors.

ANSWER: Defendants admit only that on November 22, 2024, Plaintiff Hassaballa reviewed the video evidence that she was offered an opportunity to review on November 11, 2024. Defendants deny that Plaintiffs have fully and accurately characterized the video evidence and deny any remaining allegations as untrue.

148. In the first video, Plaintiff HASSABALLA can be seen walking into the Ruthven Building without issue and without encountering any police officers.

ANSWER: Defendants admit only that on November 22, 2024, Plaintiff Hassaballa reviewed the video evidence that she was offered an opportunity to review on November 11, 2024. Because Plaintiffs do not describe which video is the “first” video, Defendants neither admit nor deny the remaining allegations because they lack knowledge or information sufficient to form a belief as to the truth of the allegations. In further answer, Defendants deny that Plaintiffs have fully and accurately characterized the video evidence and deny any remaining allegations as untrue.

149. Plaintiff HASSABALLA does not appear at all in the second video.

ANSWER: Defendants admit only that on November 22, 2024, Plaintiff Hassaballa reviewed the video evidence that she was offered an opportunity to review on November 11, 2024. Because Plaintiffs do not describe which video is the “second”

video, Defendants neither admit nor deny the remaining allegations because they lack knowledge or information sufficient to form a belief as to the truth of the allegations. In further answer, Defendants deny that Plaintiffs have fully and accurately characterized the video evidence and deny any remaining allegations as untrue.

150. The videos do not show that Plaintiff HASSABALLA committed any intentional acts of violence.

ANSWER: Defendants deny the allegations as untrue.

151. Plaintiff HASSABALLA was not provided with a copy of these videos during or after the November 22 meeting.

ANSWER: Defendants admit only that Plaintiff was not provided a copy of the video evidence. In further answer, Defendants state that on November 11, 2024, Plaintiff was offered an opportunity to review and that she reviewed the video evidence at a date and time that she provided. Defendants deny the remaining allegations as untrue.

152. The Grievance Review Process was perfunctory, and the outcome was predetermined by the University to punish Plaintiff HASSABALLA for her exercise of her First Amendment rights.

ANSWER: Defendants deny the allegations as untrue.

153. As a student, Plaintiff HASSABALLA served as a volunteer researcher at the University of Michigan's Institute for Social Research.

ANSWER: Defendants neither admit nor deny the allegations because they lack knowledge or information sufficient to form a belief as to the truth of the allegations.

154. Plaintiff HASSABALLA continued this volunteer research after her graduation.

ANSWER: Defendants neither admit nor deny the allegations because they lack knowledge or information sufficient to form a belief as to the truth of the allegations.

155. On April 16, 2025, Plaintiff HASSABALLA's supervisor was contacted by University HR who informed the Department that Plaintiff HASSABALLA could no longer participate in volunteer work due to University HR's decision to place a permanent employment ban.

ANSWER: Defendants neither admit nor deny the allegations because they lack knowledge or information sufficient to form a belief as to the truth of the allegations.

156. Defendants GRIER, HOLCOMB, and CHATAS never informed Plaintiff HASSABALLA that her permanent employment ban precluded her from serving as a volunteer at the University.

ANSWER: Defendants admit only that Plaintiff never specifically asked whether her ban precluded her from serving as a volunteer. Defendants deny the remaining allegations as untrue.

157. However, the Defendants expanded Plaintiff HASSABALLA's employment ban to include unpaid volunteer work, without providing any notification or opportunity to appeal to Plaintiff HASSABALLA.

ANSWER: Defendants deny the allegations as untrue.

158. Defendants ONO, CHATAS, HOLCOMB, and/or GRIER initiated and undertook the termination of Plaintiff HASSABALLA from her employment and/or had final approval over the termination.

ANSWER: Because Plaintiffs do not describe to what "initiated" and "undertook" refers, Defendants neither admit nor deny the allegations because they lack

knowledge or information sufficient to form a belief as to the truth of the allegations. In further answer, Defendants state that on March 31, 2026, the Court dismissed all claims against Santa Ono and Richard S. Holcomb, Jr. (ECF No. 37).

159. Defendants ONO, CHATAS, HOLCOMB, and/or GRIER initiated and undertook the decision to render Plaintiff HASSABALLA permanently ineligible for rehire at the University and at all University locations and facilities.

ANSWER: Because Plaintiffs do not describe to what “initiated” and “undertook” refers, Defendants neither admit nor deny the allegations because they lack knowledge or information sufficient to form a belief as to the truth of the allegations. In further answer, Defendants state that on March 31, 2026, the Court dismissed all claims against Santa Ono and Richard S. Holcomb, Jr. (ECF No. 37).

160. Defendants ONO, CHATAS, HOLCOMB, and/or GRIER initiated and undertook to ban Plaintiff HASSABALLA from any volunteer positions at the University and at all University locations and facilities.

ANSWER: Because Plaintiffs do not describe to what “initiated” and “undertook” refers, Defendants neither admit nor deny the allegations because they lack knowledge or information sufficient to form a belief as to the truth of the allegations.

In further answer, Defendants state that on March 31, 2026, the Court dismissed all claims against Santa Ono and Richard S. Holcomb, Jr. (ECF No. 37).

161. Defendants ONO, CHATAS, HOLCOMB, and/or GRIER upheld and gave final approval to the adverse employment actions taken against Plaintiff HASSABALLA as a result of her participation in a pro-Palestine demonstration.

ANSWER: Defendants deny the allegations as untrue. In further answer, Defendants state that on March 31, 2026, the Court dismissed all claims against Santa Ono and Richard S. Holcomb, Jr. (ECF No. 37).

162. Defendant BOARD of REGENTS initiated and/or gave final approval to the adverse employment actions taken against Plaintiff HASSABALLA.

ANSWER: Defendants deny the allegations as untrue.

163. Defendants ONO, CHATAS, HOLCOMB, and/or GRIER, jointly or individually, initiated and executed adverse employment actions against Plaintiff RHEA CHAPPELL.

ANSWER: Defendants admit only that Plaintiff Chappell was suspended and, after an assessment was conducted, received a letter stating that she was terminated and

ineligible for rehire, describing the applicable policy violated (SPG 601.18), and the violation. Defendants deny the remaining allegations as untrue.

164. On August 14, 2024, Plaintiff RHEA CHAPPELL received an email from Defendant GRIER stating that “a review of your conduct during the November 17, 2023 protest at the Alexander G. Ruthven building appears to show that you violated university policy.”

ANSWER: Defendants admit only that on August 14, 2024, Plaintiff Chappell was sent an email from Grier, which speaks for itself. Defendants deny that Plaintiffs have fully and accurately characterized the email and deny any remaining allegations.

165. At that time, Plaintiff CHAPPELL was working as a building manager at the University’s Michigan League.

ANSWER: Defendants deny the allegations as untrue.

166. In the email, Defendant GRIER stated that Plaintiff CHAPPELL would have to attend a meeting scheduled for August 15, 2024, to discuss her actions at the sit-in.

ANSWER: Defendants admit only that on August 14, 2024, Plaintiff Chappell was sent an email from Grier, which speaks for itself. That email provided Plaintiff notice and an opportunity to respond to the allegations. Defendants deny that Plaintiffs have fully and accurately characterized the email and deny any remaining allegations.

167. Plaintiff CHAPPELL asked Defendant GRIER who had provided the information about the November 17, 2023 sit-in to Human Resources.

ANSWER: Defendants admit only that Plaintiff Chappell asked “who provided the information” in an email sent to Grier. That email speaks for itself. Defendants deny that Plaintiffs have fully and accurately characterized the email and deny any remaining allegations.

168. Defendant GRIER responded via email stating that “the information I have was provided through the U-M Office of General Counsel.”

ANSWER: Defendants admit only that Grier responded by email to Plaintiff Chappell, and that the email speaks for itself. Defendants deny that Plaintiffs have fully and accurately characterized the email and deny any remaining allegations.

169. Defendant GRIER's email also stated that the meeting would concern Plaintiff CHAPPELL's "status as a temporary employee and any outcomes of this meeting will apply to your status as an employee."

ANSWER: Defendants deny that the quoted language appears in the same email referenced in paragraph 168. Defendants deny that Plaintiffs have fully and accurately characterized any email and deny any remaining allegations.

170. On August 15, 2024, Plaintiff CHAPPELL met with Defendant GRIER.

ANSWER: Admitted.

171. At the meeting, Defendant GRIER informed Plaintiff CHAPPELL that she would be placed on unpaid suspension pending an outcome of the assessment that she violated SPG 601.18, Violence in the University Community.

ANSWER: Admitted.

172. Later that day, Plaintiff CHAPPELL received notification from her employer that, due to the decision of University HR to suspend her without pay, she was not authorized to attend the Department's scheduling meeting and that she would not be scheduled for shifts in September.

ANSWER: Defendants admit only that on August 15, 2024, Plaintiff Chappell was sent a letter regarding her suspension, which speaks for itself. Defendants deny that Plaintiffs have fully and accurately characterized the letter and deny any remaining allegations as untrue.

173. On August 16, 2024, Plaintiff CHAPPELL emailed Defendant GRIER and denied engaging in any act of violence at the November 17, 2023 sit-in.

ANSWER: Defendants admit only that on August 16, 2024, Plaintiff Chappell sent an email to Grier, which speaks for itself. Defendants deny that Plaintiffs have fully and accurately characterized the email and deny any remaining allegations as untrue.

174. On August 20, 2024 – 9 months after the sit-in at the Ruthven Building – Plaintiff CHAPPELL received an email from Defendant GRIER stating that “the assessment of the allegation that you violated the Violence in the University Community SPG is completed.”

ANSWER: Defendants admit only that on August 20, 2024, Plaintiff Chappell was sent an email, which speaks for itself. Defendants deny that Plaintiffs have fully and accurately characterized the letter and deny any remaining allegations as untrue.

175. On August 22, 2024, Plaintiff CHAPPELL met with Defendant GRIER and was informed that Defendant GRIER and University HR made the decision to terminate her employment, effective August 22, 2024, and that she was permanently ineligible for rehire at the University.

ANSWER: Defendants admit only that, on August 22, 2025, Plaintiff Chappell met with Grier and that she was also told that she was ineligible for rehire. Defendants deny any remaining allegations as untrue.

176. Plaintiff CHAPPELL was told that this decision was made due to the University's determination that she violated SPG 601.18.

ANSWER: Admitted.

177. Plaintiff CHAPPELL subsequently received a formal letter from University HR confirming what she had been told. Defendant GRIER signed the letter.

ANSWER: Defendants admit only that on August 22, 2024, Plaintiff Chappell received a letter stating that she had been terminated and was ineligible for rehire, describing the applicable policy violated (SPG 601.18) and the violation. Defendants further admit that Grier signed that letter. Defendants deny that Plaintiffs

have fully and accurately characterized the letter and deny any remaining allegations as untrue.

178. On September 3, 2024, Plaintiff CHAPPELL made a formal request to Defendant GRIER to commence a grievance process to appeal University HR's determination.

ANSWER: Defendants admit that Plaintiff Chappell filed a grievance on September 3, 2024. Defendants deny any remaining allegations as untrue.

179. On October 24, 2024, Plaintiff CHAPPELL received the evidence that University HR allegedly used to make its determination.

ANSWER: Defendants admit only that Plaintiff Chappell was provided access to evidence on October 24, 2024. Defendants deny any remaining allegations as untrue.

180. Plaintiff CHAPPELL received two pieces of evidence: (1) a heavily redacted University of Michigan Department of Public Safety and Security ("DPSS") report and (2) an incident report that allegedly provided a review of her conduct. The incident report was based on the DPSS report.

ANSWER: Defendants admit only that Plaintiff Chappell was provided access to evidence. Defendants deny that Plaintiffs have fully and accurately characterized the evidence and deny any remaining allegations as untrue.

181. On November 4, 2024, Plaintiff CHAPPELL had a Grievance Hearing before a University Grievance Review Committee.

ANSWER: Admitted.

182. The hearing was coordinated and facilitated by Defendant GRIER.

ANSWER: Defendants deny the allegations as untrue.

183. During the Grievance Hearing, a representative from the University attempted to give hearsay testimony stating that there was video evidence showing that Plaintiff CHAPPELL had violated the Violence in the University Policy.

ANSWER: Defendants deny the allegations as untrue.

184. Plaintiff CHAPPELL was not provided with or able to see the alleged video evidence prior to or during the Grievance Hearing.

ANSWER: Admitted.

185. At the hearing members of the Grievance Committee stated that they also had not been provided with or had seen the alleged video evidence.

ANSWER: Defendants neither admit nor deny the allegations because they lack knowledge or information sufficient to form a belief as to the truth of the allegations.

186. At the hearing, there was no evidence or testimony from any witness who observed Plaintiff CHAPPELL engaging in an act of violence or otherwise violating SPG 601.18.

ANSWER: Defendants deny the allegations as untrue.

187. On November 11, 2024, several days after Plaintiff CHAPPELL's Grievance Hearing, she received a message from Defendant GRIER that the University Grievance Review Committee had reviewed the alleged video footage at an unknown time and place with unknown persons present.

ANSWER: Defendants admit only that Grier sent an email to Plaintiff Chappell on November 11, 2024 stating that the University Grievance Review Committee had reviewed the video evidence and providing Plaintiff Chappell an opportunity to review the evidence. Defendants deny that Plaintiffs have fully and accurately characterized the email and deny any remaining allegations as untrue.

188. On November 14, 2024, Plaintiff CHAPPELL received an email from Defendant CHATAS that stated that “your case has been escalated to me for final review and determination.”

ANSWER: Defendants admit only that on November 14, 2024, Plaintiff Chappell was sent an email attaching a letter signed by Chatas, which speaks for itself. Defendants deny that Plaintiffs have fully and accurately characterized the letter and deny any remaining allegations as untrue.

189. After Defendant CHATAS’ review, Plaintiff CHAPPELL was not reinstated nor was the permanent employment ban removed from her employment record.

ANSWER: Defendants admit only that, as described in the November 14, 2024 letter, Plaintiff Chappell’s arguments were fully considered and her requested remedies were denied. Defendants deny that Plaintiffs have fully and accurately characterized the letter and deny any remaining allegations as untrue.

190. On November 22, 2024, Defendants CHATAS, HOLCOMB and GRIER finally allowed Plaintiff CHAPPELL to see the video evidence that the Grievance Review Committee allegedly reviewed after her Grievance Review

Committee Hearing, and which was the sole basis for the adverse employment action that was taken against her.

ANSWER: Defendants admit only that on November 22, 2024, Plaintiff Chappell reviewed the video evidence that she was offered an opportunity to review on November 11, 2024. Defendants deny the remaining allegations as untrue.

191. Plaintiff CHAPPELL was able to view two videos: (1) showing a crowd of protesters outside of the Ruthven Building and (2) showing protesters walking through the building doors.

ANSWER: Defendants admit only that on November 22, 2024, Plaintiff Chappell reviewed the video evidence that she was offered an opportunity to review on November 11, 2024. Defendants deny that Plaintiffs have fully and accurately characterized the video evidence and deny any remaining allegations as untrue.

192. In the first video, Plaintiff CHAPPELL can be seen walking in front of an officer, into the Ruthven Building. The video does not show Plaintiff CHAPPELL making any physical contact with or pushing into an officer.

ANSWER: Defendants admit only that on November 22, 2024, Plaintiff Chappell reviewed the video evidence that she was offered an opportunity to review on November 11, 2024. Because Plaintiffs do not describe which video is the “first”

video, Defendants neither admit nor deny the remaining allegations because they lack knowledge or information sufficient to form a belief as to the truth of the allegations. In further answer, Defendants deny that Plaintiffs have fully and accurately characterized the video evidence and deny any remaining allegations as untrue.

193. The second video showed that Plaintiff CHAPPELL walked in front of an officer and did not have any contact or confrontation with the officer.

ANSWER: Defendants admit only that on November 22, 2024, Plaintiff Chappell reviewed the video evidence that she was offered an opportunity to review on November 11, 2024. Because Plaintiffs do not describe which video is the “second” video, Defendants neither admit nor deny the remaining allegations because they lack knowledge or information sufficient to form a belief as to the truth of the allegations. In further answer, Defendants deny that Plaintiffs have fully and accurately characterized the video evidence and deny any remaining allegations as untrue.

194. The videos do not show that Plaintiff CHAPPELL committed any acts of violence.

ANSWER: Defendants deny the allegations as untrue.

195. Plaintiff CHAPPEL was not provided with a copy of these videos during or after the November 22 meeting to view the videos.

ANSWER: Defendants admit only that Plaintiff was not provided a copy of the video evidence. In further answer, Defendants state that on November 11, 2024, Plaintiff was offered an opportunity to review and that she reviewed the video evidence at a date and time that she provided. Defendants deny the remaining allegations as untrue.

196. The Grievance Review Process was perfunctory, and the outcome was predetermined by the University to punish Plaintiff CHAPPELL for her exercise of her First Amendment rights.

ANSWER: Defendants deny the allegations as untrue.

197. Defendants ONO, CHATAS, HOLCOMB, and/or GRIER initiated and undertook the termination of Plaintiff CHAPPELL from her employment and/or had final approval over the termination.

ANSWER: Because Plaintiffs do not describe to what “initiated” and “undertook” refers, Defendants neither admit nor deny the allegations because they lack knowledge or information sufficient to form a belief as to the truth of the allegations.

In further answer, Defendants state that on March 31, 2026, the Court dismissed all claims against Santa Ono and Richard S. Holcomb, Jr. (ECF No. 37).

198. Defendants ONO, CHATAS, HOLCOMB, and/or GRIER initiated and undertook the decision to render her permanently ineligible for rehire at the University and at all University locations and facilities.

ANSWER: Because Plaintiffs do not describe to what “initiated” and “undertook” refers, Defendants neither admit nor deny the allegations because they lack knowledge or information sufficient to form a belief as to the truth of the allegations. In further answer, Defendants state that on March 31, 2026, the Court dismissed all claims against Santa Ono and Richard S. Holcomb, Jr. (ECF No. 37).

199. Defendants ONO, CHATAS, HOLCOMB, and/or GRIER upheld and gave final approval to the adverse employment actions taken against Plaintiff CHAPPELL as a result of her participation in a pro-Palestine demonstration.

ANSWER: Defendants deny the allegations as untrue. In further answer, Defendants state that on March 31, 2026, the Court dismissed all claims against Santa Ono and Richard S. Holcomb, Jr. (ECF No. 37).

200. Defendant BOARD of REGENTS initiated and/or gave final approval to the adverse employment actions taken against Plaintiff CHAPPELL.

ANSWER: Defendants deny the allegations as untrue.

201. On September 16, 2024 – 10 months after the sit-in at the Ruthven Building – Defendants ONO, CHATAS, HOLCOMB, and/or GRIER, jointly or individually, initiated and executed adverse employment action against Plaintiff ZAYNAB ELKOLALY.

ANSWER: Because Plaintiff Elkolaly’s claims have been dismissed pursuant to the Court’s March 31, 2026, Order Granting in Part and Denying in Part Defendants’ Motion to Dismiss, (see ECF No. 37, PageID.924–65), this allegation does not require a response.

202. Plaintiff ELKOLALY received an email from Defendant GRIER that was inaccurately dated August 14. Defendant GRIER’s email noted that “last month, I mailed a letter to you that was recently returned as undeliverable.”

ANSWER: Because Plaintiff Elkolaly’s claims have been dismissed pursuant to the Court’s March 31, 2026, Order Granting in Part and Denying in Part Defendants’ Motion to Dismiss, (see ECF No. 37, PageID.924–65), this allegation does not require a response.

203. The letter was to inform Plaintiff ELKOLALY that she was “ineligible for rehire” at the University and that her “record will reflect that she violated the Violence in the University SPG 601.18.”

ANSWER: Because Plaintiff Elkolaly’s claims have been dismissed pursuant to the Court’s March 31, 2026, Order Granting in Part and Denying in Part Defendants’ Motion to Dismiss, (see ECF No. 37, PageID.924–65), this allegation does not require a response.

204. At the time she received the email from Defendant GRIER, Plaintiff ELKOLALY was no longer a student at the University nor was she employed by the University.

ANSWER: Because Plaintiff Elkolaly’s claims have been dismissed pursuant to the Court’s March 31, 2026, Order Granting in Part and Denying in Part Defendants’ Motion to Dismiss, (see ECF No. 37, PageID.924–65), this allegation does not require a response.

205. Plaintiff ELKOLALY planned to apply for post-graduate employment at the University of Michigan.

ANSWER: Because Plaintiff Elkolaly's claims have been dismissed pursuant to the Court's March 31, 2026, Order Granting in Part and Denying in Part Defendants' Motion to Dismiss, (*see* ECF No. 37, PageID.924–65), this allegation does not require a response.

206. She also planned to apply for graduate school at the University in the future, and if accepted, planned to work an on-campus job again as a graduate student.

ANSWER: Because Plaintiff Elkolaly's claims have been dismissed pursuant to the Court's March 31, 2026, Order Granting in Part and Denying in Part Defendants' Motion to Dismiss, (*see* ECF No. 37, PageID.924–65), this allegation does not require a response.

207. Plaintiff ELKOLALY made a formal request to Defendant GRIER to commence a grievance process to appeal University HR's determination that she violated SPG 601.18.

ANSWER: Because Plaintiff Elkolaly's claims have been dismissed pursuant to the Court's March 31, 2026, Order Granting in Part and Denying in Part Defendants' Motion to Dismiss, (*see* ECF No. 37, PageID.924–65), this allegation does not require a response.

208. On October 16, 2024, Plaintiff ELKOLALY received the evidence that University HR allegedly used to make its determination.

ANSWER: Because Plaintiff Elkolaly's claims have been dismissed pursuant to the Court's March 31, 2026, Order Granting in Part and Denying in Part Defendants' Motion to Dismiss, (*see* ECF No. 37, PageID.924–65), this allegation does not require a response.

209. Plaintiff ELKOLALY received two pieces of evidence: (1) a heavily redacted University of Michigan Department of Public Safety and Security ("DPSS") report and (2) an incident report that allegedly provided a review of her conduct. The incident report was based on the DPSS report.

ANSWER: Because Plaintiff Elkolaly's claims have been dismissed pursuant to the Court's March 31, 2026, Order Granting in Part and Denying in Part Defendants' Motion to Dismiss, (*see* ECF No. 37, PageID.924–65), this allegation does not require a response.

210. On November 5, 2024, Plaintiff ELKOLALY had a Grievance Hearing before a University Grievance Review Committee that was coordinated by Defendant GRIER and comprised of University staff members.

ANSWER: Because Plaintiff Elkolaly's claims have been dismissed pursuant to the Court's March 31, 2026, Order Granting in Part and Denying in Part Defendants' Motion to Dismiss, (*see* ECF No. 37, PageID.924–65), this allegation does not require a response.

211. The hearing was coordinated and facilitated by Defendant GRIER.

ANSWER: Because Plaintiff Elkolaly's claims have been dismissed pursuant to the Court's March 31, 2026, Order Granting in Part and Denying in Part Defendants' Motion to Dismiss, (*see* ECF No. 37, PageID.924–65), this allegation does not require a response.

212. During the Grievance Hearing, a representative from the University again sought to introduce hearsay testimony that alleged there existed video evidence showed that Plaintiff ELKOLALY had violated the Violence in the University Policy.

ANSWER: Because Plaintiff Elkolaly's claims have been dismissed pursuant to the Court's March 31, 2026, Order Granting in Part and Denying in Part Defendants' Motion to Dismiss, (*see* ECF No. 37, PageID.924–65), this allegation does not require a response.

213. Again, Plaintiff ELKOLALY and the Grievance Committee members were not provided with the video and were not allowed to see it before or at the hearing.

ANSWER: Because Plaintiff Elkolaly's claims have been dismissed pursuant to the Court's March 31, 2026, Order Granting in Part and Denying in Part Defendants' Motion to Dismiss, (*see* ECF No. 37, PageID.924–65), this allegation does not require a response.

214. At the hearing and like the other Plaintiffs, there was no evidence or testimony from any witness who observed Plaintiff ELKOLALY engaging in an act of violence or otherwise violating SPG 601.18.

ANSWER: Because Plaintiff Elkolaly's claims have been dismissed pursuant to the Court's March 31, 2026, Order Granting in Part and Denying in Part Defendants' Motion to Dismiss, (*see* ECF No. 37, PageID.924–65), this allegation does not require a response.

215. Several days after Plaintiff ELKOLALY's Grievance Hearing, she received a message from Defendant GRIER that the University Grievance Review Committee had reviewed the alleged video footage.

ANSWER: Because Plaintiff Elkolaly’s claims have been dismissed pursuant to the Court’s March 31, 2026, Order Granting in Part and Denying in Part Defendants’ Motion to Dismiss, (see ECF No. 37, PageID.924–65), this allegation does not require a response.

216. On November 14, 2024, Plaintiff ELKOLALY received an email from Defendant CHATAS stating “your case has been escalated to me for final review and determination.”

ANSWER: Because Plaintiff Elkolaly’s claims have been dismissed pursuant to the Court’s March 31, 2026, Order Granting in Part and Denying in Part Defendants’ Motion to Dismiss, (see ECF No. 37, PageID.924–65), this allegation does not require a response.

217. After Defendant CHATAS’ review, Plaintiff ELKOLALY was not reinstated nor was the permanent employment ban removed from her employment record.

ANSWER: Because Plaintiff Elkolaly’s claims have been dismissed pursuant to the Court’s March 31, 2026, Order Granting in Part and Denying in Part Defendants’ Motion to Dismiss, (see ECF No. 37, PageID.924–65), this allegation does not require a response.

218. On December 12, 2024, Defendants CHATAS, HOLCOMB and/or GRIER finally allowed Plaintiff ELKOLALY to watch the video evidence that was the basis for the adverse employment action taken against her.

ANSWER: Because Plaintiff Elkolaly's claims have been dismissed pursuant to the Court's March 31, 2026, Order Granting in Part and Denying in Part Defendants' Motion to Dismiss, (see ECF No. 37, PageID.924–65), this allegation does not require a response.

219. Plaintiff ELKOLALY was able to view two videos: (1) showing a crowd of protesters outside of the Ruthven Building and (2) showing protesters walking through the building doors.

ANSWER: Because Plaintiff Elkolaly's claims have been dismissed pursuant to the Court's March 31, 2026, Order Granting in Part and Denying in Part Defendants' Motion to Dismiss, (see ECF No. 37, PageID.924–65), this allegation does not require a response.

220. In the footage, University of Michigan Division of Public Safety and Security ("DPSS") Office DeRitter can be seen running across the rotunda of the Ruthven Building directly towards Plaintiff ELKOLALY.

ANSWER: Because Plaintiff Elkolaly's claims have been dismissed pursuant to the Court's March 31, 2026, Order Granting in Part and Denying in Part Defendants' Motion to Dismiss, (see ECF No. 37, PageID.924–65), this allegation does not require a response.

221. Officer DeRitter is seen grabbing Plaintiff ELKOLALY after she turns away from him.

ANSWER: Because Plaintiff Elkolaly's claims have been dismissed pursuant to the Court's March 31, 2026, Order Granting in Part and Denying in Part Defendants' Motion to Dismiss, (see ECF No. 37, PageID.924–65), this allegation does not require a response.

222. Officer DeRitter is seen throwing Plaintiff ELKOLALY to the ground as she screams. Plaintiff ELKOLALY's hijab can be seen being ripped from her head at that time.

ANSWER: Because Plaintiff Elkolaly's claims have been dismissed pursuant to the Court's March 31, 2026, Order Granting in Part and Denying in Part Defendants' Motion to Dismiss, (see ECF No. 37, PageID.924–65), this allegation does not require a response.

223. The video does not show that Plaintiff ELKOLALY committed any acts of violence.

ANSWER: Because Plaintiff Elkolaly's claims have been dismissed pursuant to the Court's March 31, 2026, Order Granting in Part and Denying in Part Defendants' Motion to Dismiss, (see ECF No. 37, PageID.924–65), this allegation does not require a response.

224. Plaintiff ELKOLALY was not provided with a copy of these videos during or after the December 12 meeting to view the videos.

ANSWER: Because Plaintiff Elkolaly's claims have been dismissed pursuant to the Court's March 31, 2026, Order Granting in Part and Denying in Part Defendants' Motion to Dismiss, (see ECF No. 37, PageID.924–65), this allegation does not require a response.

225. The Grievance Review Process was perfunctory, and the outcome was predetermined by the University to punish Plaintiff ELKOLALY for her exercise of free speech.

ANSWER: Because Plaintiff Elkolaly's claims have been dismissed pursuant to the Court's March 31, 2026, Order Granting in Part and Denying in Part Defendants'

Motion to Dismiss, (*see* ECF No. 37, PageID.924–65), this allegation does not require a response.

226. Defendants ONO, CHATAS, HOLCOMB, and/or GRIER initiated and undertook the termination of Plaintiff ELKOLALY from her employment and/or had final approval over the termination.

ANSWER: Because Plaintiff Elkolaly’s claims have been dismissed pursuant to the Court’s March 31, 2026, Order Granting in Part and Denying in Part Defendants’ Motion to Dismiss, (*see* ECF No. 37, PageID.924–65), this allegation does not require a response.

227. Defendants ONO, CHATAS, HOLCOMB, and/or GRIER initiated and undertook the decision to render Plaintiff ELKOLALY permanently ineligible for rehire at the University and at all University locations and facilities.

ANSWER: Because Plaintiff Elkolaly’s claims have been dismissed pursuant to the Court’s March 31, 2026, Order Granting in Part and Denying in Part Defendants’ Motion to Dismiss, (*see* ECF No. 37, PageID.924–65), this allegation does not require a response.

228. Defendants ONO, CHATAS, HOLCOMB, and/or GRIER upheld and gave final approval to the adverse employment actions taken against Plaintiff ELKOLALY as a result of her participation in a pro-Palestine demonstration.

ANSWER: Because Plaintiff Elkolaly’s claims have been dismissed pursuant to the Court’s March 31, 2026, Order Granting in Part and Denying in Part Defendants’ Motion to Dismiss, (*see* ECF No. 37, PageID.924–65), this allegation does not require a response.

229. Defendant BOARD of REGENTS initiated and/or gave final approval to the adverse employment actions taken against Plaintiff ELKOLALY.

ANSWER: Because Plaintiff Elkolaly’s claims have been dismissed pursuant to the Court’s March 31, 2026, Order Granting in Part and Denying in Part Defendants’ Motion to Dismiss, (*see* ECF No. 37, PageID.924–65), this allegation does not require a response.

**Plaintiffs HAKIM, MACKEEN-SHAPIRO, ALI, RHOADES, And EIDY
Attended a Peaceful Protest Outside the University’s Art Museum**

230. On May 3, 2024, students held an impromptu protest outside of the University of Michigan Museum of Art (“UMMA”) in order speak out against an ongoing genocide in Gaza and call on the Regents to divest from Israel.

ANSWER: Defendants neither admit nor deny the allegations because they lack knowledge or information sufficient to form a belief as to the truth of the allegations.

231. Several Regents of the University of Michigan were attending a private event held in the public UMMA building.

ANSWER: Defendants admit only that one or more Regents were present at a private event held at the UMMA building. Defendants deny the remaining allegations as untrue.

232. Protesters stood in front of the UMMA, linked arms, and chanted.

ANSWER: Defendants deny the allegations as untrue.

233. University of Michigan police arrived and set up a barricade surrounding the entrance to the UMMA.

ANSWER: Defendants admit only that barricades were set up at the UMMA. Defendants deny any remaining allegations as untrue.

234. Protesters moved back for the barricade to be set up and remained behind the barricade.

ANSWER: Defendants deny the allegations as untrue.

235. At the time of the UMMA protest, Plaintiffs HAKIM, MACKEEN-SHAPIRO, ALI, EIDY, and RHOADES were undergraduate students at the University of Michigan.

ANSWER: Defendants admit only that Plaintiffs MacKeen-Shapiro, Ali, Eidy, and Rhoades were undergraduate students in May 2024. In further answer, Defendants state that Plaintiff Hakim is a May 2024 graduate.

236. At the time of the UMMA protest, Plaintiffs HAKIM, MACKEEN-SHAPIRO, EIDY, and RHOADES were not employees at the University.

ANSWER: Defendants admit only that Plaintiff MacKeen-Shapiro and Plaintiff Eidy were not employees in May 2024. Defendants deny the remaining allegations as untrue.

237. At the time of the UMMA protest, Plaintiff ALI was employed as a Campus Information Assistant.

ANSWER: Admitted.

238. Plaintiffs HAKIM, MACKEEN-SHAPIRO, ALI, EIDY, and RHOADES attended the UMMA protest and complied with orders from police,

stood on the public sidewalk behind the barricade, chanted for a free Palestine, and called on their University Regents to divest from Israel.

ANSWER: Defendants deny the allegations as untrue.

239. University of Michigan police sought to disburse the peaceful protesters who were on a public sidewalk by using pepper spray, pushing protesters with bikes, and physically assaulting individuals.

ANSWER: Defendants deny the allegations as untrue.

**The University of Michigan Retaliates Against
Plaintiffs HAKIM, MACKEEN-SHAPIRO, ALI, RHOADES, and EIDY***

214. On April 7, 2025, eleven months after the UMMA protest, Defendants ONO, CHATAS, HOLCOMB, and/or GRIER, jointly or individually, initiated and executed adverse employment actions against Plaintiff **ZAINAB HAKIM**.

ANSWER: Defendants admit only that on April 7, 2025, Plaintiff Hakim received an email describing the applicable policy violated (SPG 601.18) and the violation, providing an opportunity to respond, and placing her on suspension. That email and its attachments speak for themselves. Defendants deny that Plaintiffs have fully and accurately characterized the email (and its attachments) and deny any remaining

* The numbered paragraphs in the FAC revert to 214 after paragraph 239. Defendants use numbered paragraphs as they appear in the FAC.

allegations as untrue. In further answer, Defendants state that on March 31, 2026, the Court dismissed all claims against Santa Ono and Richard S. Holcomb, Jr. (ECF No. 37).

215. Plaintiff HAKIM received an email from Defendant GRIER stating that “a review of your conduct during the May 3, 2024 protest at the University of Michigan Museum of Art building appears to show that you violated university policy. As a result, you are being placed on paid suspension effective immediately.”

ANSWER: Defendants admit only that on April 7, 2025, Plaintiff Hakim received an email from Grier, describing the applicable policy violated (SPG 601.18) and the violation, providing an opportunity to respond, and placing her on suspension. That email and its attachments speak for themselves. Defendants deny that Plaintiffs have fully and accurately characterized the email (and its attachments) and deny any remaining allegations as untrue.

216. Attached to the April 7 email, Plaintiff HAKIM received the evidence that University HR used to determine her adverse employment action.

ANSWER: Defendants admit only that the April 7, 2025 email contained a link to a Dropbox folder that contained the evidence the University reviewed. Defendants deny any remaining allegations as untrue.

217. Plaintiff HAKIM received two pieces of evidence: (1) a heavily redacted University of Michigan Department of Public Safety and Security (“DPSS”) report and (2) a video comprised of a collection of police body camera footage.

ANSWER: Defendants admit only that Plaintiff Hakim was provided access to evidence. Defendants deny that Plaintiffs have fully and accurately characterized the evidence and deny any remaining allegations as untrue.

218. The videos do not show Plaintiff HAKIM engaging in any violent conduct.

ANSWER: Defendants deny the allegations as untrue.

219. The videos show Plaintiff HAKIM exercising her First Amendment rights, peacefully linking arms with fellow protesters, and chanting.

ANSWER: Defendants deny the allegations as untrue.

220. The videos also show Plaintiff HAKIM standing on the sidewalk and complying with police orders when officers erected the barricade.

ANSWER: Defendants deny the allegations as untrue.

221. On April 7, 2025, at the time that she received the letter from Defendant GRIER, Plaintiff HAKIM was working as an Academic Program Specialist at the University's Center for South Asian Studies.

ANSWER: Admitted.

222. In the April 7 email, Defendant GRIER stated that Plaintiff HAKIM could schedule a meeting with Ms. Grier to respond to the policy violation alleged.

ANSWER: Defendants admit only that on April 7, 2025, Plaintiff Hakim received a letter sent via email providing an opportunity to respond. That letter speaks for itself. Defendants deny that Plaintiffs have fully and accurately characterized the letter and deny any remaining allegations as untrue.

223. A meeting was scheduled for April 11, 2025.

ANSWER: Admitted.

224. On April 8, 2025, the University Staff United, an affiliate of the American Federation of Teachers-Michigan ("USU AFT-MI") – the union representing Plaintiff HAKIM – issued a bargaining demand under Michigan's Public Employment Relations Act of 1947 ("PERA") challenging the decision to

impose discipline on Plaintiff HAKIM, the extent of the discipline imposed, and the practice or policy of imposing discipline for incidents allegedly occurring prior to employment.

ANSWER: Defendants admit only that on April 8, 2025, a representative of University Staff United sent an email demanding to bargain. That email speaks for itself. Defendants neither admit nor deny any remaining allegations because they lack knowledge or information sufficient to form a belief as to the truth of the allegations.

225. The University refused to bargain with USU AFT-MI and instead proceeded with the disciplinary process against Plaintiff HAKIM.

ANSWER: Defendants deny the allegations as untrue.

226. In an email sent on April 10, 2025, Plaintiff HAKIM asked to bring a union representative, attorney, and her supervisor to the meeting with Ms. Grier.

ANSWER: Defendants admit only that on April 10, 2025, Plaintiff Hakim sent an email to Grier, which speaks for itself. Defendants deny that Plaintiffs have fully and accurately characterized the email and deny any remaining allegations as untrue.

227. Defendant GRIER denied Plaintiff HAKIM's request.

ANSWER: Defendants admit only that on April 10, 2025, Grier responded to Plaintiff Hakim's email, which speaks for itself. Defendants deny that Plaintiffs have fully and accurately characterized the email and deny any remaining allegations as untrue.

228. During the April 11, 2025 meeting, Plaintiff HAKIM responded to Defendant GRIER and strongly disputed the claims that she was violent in any way at the May 3, 2024 demonstration.

ANSWER: Defendant admits only that Plaintiff Hakim was provided an opportunity to respond to the claims at the April 11, 2025 meeting and that she took advantage of that opportunity to respond. Defendants deny any remaining allegations as untrue.

229. Following the meeting, Plaintiff HAKIM received an email informing her that University HR made the determination to terminate Ms. Hakim from her full-time position at the University.

ANSWER: Defendants admit only that on April 11, 2025, Plaintiff Hakim was sent an email with an attached letter, providing written confirmation of the final determination of her employment status. That email and the attached letter speak for

themselves. Defendants deny that Plaintiffs have fully and accurately characterized the email and the attached letter and deny any remaining allegations.

230. Plaintiff HAKIM subsequently received a formal letter from University HR confirming the termination and stating that “[y]ou are ineligible for rehire at the University and your record will reflect that you violated the Violence in the University SPG 601.18.”

ANSWER: Defendants admit only that on April 11, 2025, Plaintiff Hakim was sent an email with an attached letter, providing written confirmation of the final determination of her employment status. That email and the attached letter speak for themselves. Defendants deny that Plaintiffs have fully and accurately characterized the email and the attached letter and deny any remaining allegations.

231. On April 14, 2025, USU AFT-MI filed an Unfair Labor Practice Charge with the Michigan Department of Labor and Economic Opportunity citing the University’s failure to bargain over Plaintiff HAKIM’s discipline and termination.

ANSWER: Defendants neither admit nor deny the allegations because they lack knowledge or information sufficient to form a belief as to the truth of the allegations.

232. Defendants ONO, CHATAS, HOLCOMB, and/or GRIER initiated and undertook the termination of Plaintiff HAKIM from her employment and/or had final approval over the termination.

ANSWER: Because Plaintiffs do not describe to what “initiated” and “undertook” refers, Defendants neither admit nor deny the allegations because they lack knowledge or information sufficient to form a belief as to the truth of the allegations. In further answer, Defendants state that on March 31, 2026, the Court dismissed all claims against Santa Ono and Richard S. Holcomb, Jr. (ECF No. 37).

233. Defendants ONO, CHATAS, HOLCOMB, and/or GRIER initiated and undertook the decision to render Plaintiff HAKIM permanently ineligible for rehire at the University and at all University locations and facilities.

ANSWER: Because Plaintiffs do not describe to what “initiated” and “undertook” refers, Defendants neither admit nor deny the allegations because they lack knowledge or information sufficient to form a belief as to the truth of the allegations. In further answer, Defendants state that on March 31, 2026, the Court dismissed all claims against Santa Ono and Richard S. Holcomb, Jr. (ECF No. 37).

234. Defendants ONO, CHATAS, HOLCOMB, and/or GRIER upheld and gave final approval to the adverse employment actions taken against Plaintiff HAKIM as a result of her participation in a pro-Palestine demonstration.

ANSWER: Defendants deny the allegations as untrue. In further answer, Defendants state that on March 31, 2026, the Court dismissed all claims against Santa Ono and Richard S. Holcomb, Jr. (ECF No. 37).

235. Defendant BOARD of REGENTS initiated and/or gave final approval to the adverse employment actions taken against Plaintiff HAKIM.

ANSWER: Defendants deny the allegations as untrue.

236. On April 7, 2025, eleven months after the UMMA protest, Defendants ONO, CHATAS, HOLCOMB, and GRIER, jointly or individually, initiated and executed adverse employment action against Plaintiff **HENRY MACKEEN-SHAPIRO**.

ANSWER: Defendants admit only that on April 7, 2025, Plaintiff Mackeen-Shapiro received an email describing the applicable policy violated (SPG 601.18) and the violation, providing an opportunity to respond, and placing him on suspension. That email and its attachments speak for themselves. Defendants deny that Plaintiffs have fully and accurately characterized the email (and its attachments) and deny any

remaining allegations as untrue. In further answer, Defendants state that on March 31, 2026, the Court dismissed all claims against Santa Ono and Richard S. Holcomb, Jr. (ECF No. 37).

237. Plaintiff MACKEEN-SHAPIRO received an email from Defendant GRIER stating that “a review of your conduct during the May 3, 2024 protest at the University of Michigan Museum of Art building appears to show that you violated university policy. As a result, you are being placed on paid suspension effective immediately.”

ANSWER: Defendants admit only that on April 7, 2025, Plaintiff MacKeen-Shapiro received an email from Grier, describing the applicable policy violated (SPG 601.18) and the violation, providing an opportunity to respond, and placing him on a suspension. That email and its attachments speak for themselves. Defendants deny that Plaintiffs have fully and accurately characterized the email (and its attachments) and deny any remaining allegations as untrue.

238. Attached to the April 7 email, Plaintiff MACKEEN-SHAPIRO received the evidence that University HR allegedly used as the basis of the adverse employment action.

ANSWER: Defendants admit only that the April 7, 2025 email contained a link to a Dropbox folder that contained the evidence the University reviewed. Defendants deny any remaining allegations as untrue.

239. Plaintiff MACKEEN-SHAPIRO received two pieces of evidence: (1) a heavily redacted University of Michigan Department of Public Safety and Security (“DPSS”) report and (2) a collection of police body camera footage.

ANSWER: Defendants admit only that Plaintiff MacKeen-Shapiro was provided access to evidence. Defendants deny that Plaintiffs have fully and accurately characterized the evidence and deny any remaining allegations as untrue.

240. The videos do not show Plaintiff MACKEEN-SHAPIRO engaging in any violent conduct.

ANSWER: Defendants deny the allegations as untrue.

241. The videos show Plaintiff MACKEEN-SHAPIRO exercising his constitutional rights to free speech and expression as he peacefully chants, stands on a public sidewalk, and links arms with his fellow protesters.

ANSWER: Defendants deny the allegations as untrue.

242. The videos also show Plaintiff MACKEEN-SHAPIRO standing on the sidewalk, looking at the UMMA, and complying with police orders when officers erected the barricade.

ANSWER: Defendants deny the allegations as untrue.

243. On April 7, 2025, at the time that he received the letter from Defendant GRIER, Plaintiff MACKEEN-SHAPIRO was working as a Program Assistant at the University's English Language Institute.

ANSWER: Admitted.

244. Plaintiff MACKEEN-SHAPIRO is interested in pursuing a career in education and planned to apply for full-time employment at the University after his anticipated May 2025 graduation.

ANSWER: Defendants neither admit nor deny the allegations because they lack knowledge or information sufficient to form a belief as to the truth of the allegations.

245. In the April 7 email, Defendant GRIER stated that Plaintiff MACKEEN-SHAPIRO could schedule a meeting with Ms. Grier to respond to the policy violation alleged.

ANSWER: Defendants admit only that on April 7, 2025, Plaintiff MacKeen-Shapiro received an email from Grier providing an opportunity to respond. That email and its attachments speak for themselves. Defendants deny that Plaintiffs have fully and accurately characterized the letter and deny any remaining allegations as untrue.

246. A meeting was scheduled for April 16, 2025.

ANSWER: Admitted.

247. On April 16, 2025, Plaintiff MACKEEN-SHAPIRO met with Defendant GRIER.

ANSWER: Admitted.

248. In the April 16 meeting, Plaintiff MACKEEN-SHAPIRO responded to Defendant GRIER and strongly disputed the claims that he was violent in any way at the May 3, 2024 demonstration.

ANSWER: Defendant admits only that Plaintiff MacKeen-Shapiro was provided an opportunity to respond to the claims at the April 16, 2025 meeting and that he took advantage of that opportunity to respond. Defendants deny any remaining allegations as untrue.

249. Plaintiff MACKEEN-SHAPIRO asked Defendant GRIER what the process was to appeal the University's decision once it was ultimately delivered to him.

ANSWER: Defendants deny the allegations as untrue.

250. Defendant GRIER informed Plaintiff MACKEEN-SHAPIRO that an appeal would be futile because the University was aware that he participated in other protests, presumably with a similar viewpoint on the same issue.

ANSWER: Defendants deny the allegations as untrue.

251. On April 16, 2025 – eleven months after the peaceful protest outside UMMA – Defendant GRIER sent Plaintiff MACKEEN-SHAPIRO an email informing him that University HR had terminated him from his position at the University.

ANSWER: Defendants admit only that on April 16, 2025, Plaintiff MacKeen-Shapiro was sent an email with an attached letter, providing written confirmation of the final determination of his employment status. That email and the attached letter speak for themselves. Defendants deny that Plaintiffs have fully and accurately characterized the email and the attached letter and deny any remaining allegations.

252. Plaintiff MACKEEN-SHAPIRO received a formal letter from University HR confirming the termination and stating that “[y]ou are ineligible for rehire at the University and your record will reflect that you violated the Violence in the University SPG 601.18.” Defendant GRIER signed the letter.

ANSWER: Defendants admit only that on April 16, 2025, Plaintiff MacKeen-Shapiro was sent an email with an attached letter, providing written confirmation of the final determination of his employment status and that Grier signed the letter. That email and the attached letter speak for themselves. Defendants deny that Plaintiffs have fully and accurately characterized the email and the attached letter and deny any remaining allegations.

253. Defendant ONO, CHATAS, HOLCOMB, and/or GRIER initiated and undertook the termination of Plaintiff MACKEEN-SHAPIRO from his employment and/or had final approval over the termination.

ANSWER: Because Plaintiffs do not describe to what “initiated” and “undertook” refers, Defendants neither admit nor deny the allegations because they lack knowledge or information sufficient to form a belief as to the truth of the allegations. In further answer, Defendants state that on March 31, 2026, the Court dismissed all claims against Santa Ono and Richard S. Holcomb, Jr. (ECF No. 37).

254. Defendant ONO, CHATAS, HOLCOMB, and/or GRIER initiated and undertook the decision to render him permanently ineligible for rehire at the University and at all University locations and facilities.

ANSWER: Because Plaintiffs do not describe to what “initiated” and “undertook” refers, Defendants neither admit nor deny the allegations because they lack knowledge or information sufficient to form a belief as to the truth of the allegations. In further answer, Defendants state that on March 31, 2026, the Court dismissed all claims against Santa Ono and Richard S. Holcomb, Jr. (ECF No. 37).

255. Defendant ONO, CHATAS, HOLCOMB, and/or GRIER upheld and gave final approval to the adverse employment actions taken against Plaintiff MACKEEN-SHAPIRO as a result of his participation in a pro-Palestine demonstration.

ANSWER: Defendants deny the allegations as untrue. In further answer, Defendants state that on March 31, 2026, the Court dismissed all claims against Santa Ono and Richard S. Holcomb, Jr. (ECF No. 37).

256. Defendant BOARD of REGENTS initiated and/or gave final approval to the adverse employment actions taken against Plaintiff MACKEEN-SHAPIRO.

ANSWER: Defendants deny the allegations as untrue.

257. On April 7, 2025, eleven months after the UMMA protest, Defendants ONO, CHATAS, HOLCOMB, and GRIER, jointly or individually, initiated and executed adverse employment action against Plaintiff **EAMAN ALI**.

ANSWER: Defendants admit only that on April 7, 2025, Plaintiff Ali received an email describing the applicable policy violated (SPG 601.18) and the violation, providing an opportunity to respond, and placing her on suspension. That email and its attachments speak for themselves. Defendants deny that Plaintiffs have fully and accurately characterized the email (and its attachments) and deny any remaining allegations as untrue. In further answer, Defendants state that on March 31, 2026, the Court dismissed all claims against Santa Ono and Richard S. Holcomb, Jr. (ECF No. 37).

258. Plaintiff ALI received an email from Defendant GRIER stating that “a review of your conduct during the May 3, 2024, protest at the University of Michigan Museum of Art building appears to show that you violated university policy. As a result, you are being placed on paid suspension effective immediately.”

ANSWER: Defendants admit only that on April 7, 2025, Plaintiff Ali received an email from Grier, describing the applicable policy violated (SPG 601.18) and the

violation, providing an opportunity to respond, and placing her on suspension. That email and its attachments speak for themselves. Defendants deny that Plaintiffs have fully and accurately characterized the email (and its attachments) and deny any remaining allegations as untrue.

259. Attached to the April 7 email, Plaintiff ALI received the evidence that University HR allegedly used to determine her adverse employment action.

ANSWER: Defendants admit only that the April 7, 2025 email contained a link to a Dropbox folder that contained the evidence the University reviewed. Defendants deny any remaining allegations as untrue.

260. Plaintiff ALI received two pieces of evidence: (1) a heavily redacted University of Michigan Department of Public Safety and Security (“DPSS”) report and (2) a collection of videos.

ANSWER: Defendants admit only that Plaintiff Ali was provided access to evidence. Defendants deny that Plaintiffs have fully and accurately characterized the evidence and deny any remaining allegations as untrue.

261. The videos do not show Plaintiff ALI engaging in any violent conduct.

ANSWER: Defendants deny the allegations as untrue.

262. The videos show Plaintiff ALI exercising her First Amendment rights and linking arms with her fellow protesters.

ANSWER: Defendants deny the allegations as untrue.

263. The videos also show Plaintiff ALI standing on the sidewalk and complying with police orders when officers erected the barricade.

ANSWER: Defendants deny the allegations as untrue.

264. On April 7, 2025, at the time that she received the letter from Defendant GRIER, Plaintiff ALI was working as a Campus Information Assistant.

ANSWER: Admitted.

265. Plaintiff ALI was planning to continue her employment as long as she was a student at the University of Michigan.

ANSWER: Defendants neither admit nor deny the allegations because they lack knowledge or information sufficient to form a belief as to the truth of the allegations.

266. Plaintiff ALI was interested in future employment opportunities within the University of Michigan system after her graduation from the University.

ANSWER: Defendants neither admit nor deny the allegations because they lack knowledge or information sufficient to form a belief as to the truth of the allegations.

267. In the April 7 email, Defendant GRIER stated that Plaintiff ALI could schedule a meeting with Ms. Grier to respond to the policy violation alleged.

ANSWER: Defendants admit only that on April 7, 2025, Plaintiff Ali received an email from Grier providing an opportunity to respond. That email and its attachments speak for themselves. Defendants deny that Plaintiffs have fully and accurately characterized the letter and deny any remaining allegations as untrue.

268. A meeting was scheduled for April 14, 2025.

ANSWER: Admitted.

269. On April 14, 2025, Plaintiff ALI and her attorney met with Defendant GRIER.

ANSWER: Admitted.

270. In the April 15 meeting, Plaintiff ALI responded to Defendant GRIER and strongly disputed the claims that she was violent in any way at the May 3, 2024 demonstration.

ANSWER: Defendant admits only that Plaintiff Ali was provided an opportunity to respond to the claims at the April 14, 2025 meeting and that she took advantage of that opportunity to respond. Defendants deny any remaining allegations as untrue.

271. On April 16, 2025 – eleven months after the peaceful protest outside UMMA – Defendant GRIER sent Plaintiff ALI an email informing her that she had been terminated her from her position at the University.

ANSWER: Defendants admit only that on April 16, 2025, Plaintiff Ali was sent an email with an attached letter, providing written confirmation of the final determination of her employment status. That email and the attached letter speak for themselves. Defendants deny that Plaintiffs have fully and accurately characterized the email and the attached letter and deny any remaining allegations.

272. Plaintiff ALI received a formal letter from University HR confirming the termination and stating that “[y]ou are ineligible for rehire at the University and your record will reflect that you violated the Violence in the University SPG 601.18.”

ANSWER: Defendants admit only that on April 16, 2025, Plaintiff Ali was sent an email with an attached letter, providing written confirmation of the final determination of her employment status. That email and the attached letter speak for

themselves. Defendants deny that Plaintiffs have fully and accurately characterized the email and the attached letter and deny any remaining allegations.

273. Defendants ONO, CHATAS, HOLCOMB, and/or GRIER initiated and undertook the termination of Plaintiff ALI from her employment and/or had final approval over the termination.

ANSWER: Because Plaintiffs do not describe to what “initiated” and “undertook” refers, Defendants neither admit nor deny the allegations because they lack knowledge or information sufficient to form a belief as to the truth of the allegations. In further answer, Defendants state that on March 31, 2026, the Court dismissed all claims against Santa Ono and Richard S. Holcomb, Jr. (ECF No. 37).

274. Defendants ONO, CHATAS, HOLCOMB, and/or GRIER initiated and undertook the decision to render Plaintiff ALI permanently ineligible for rehire at the University and at all University locations and facilities.

ANSWER: Because Plaintiffs do not describe to what “initiated” and “undertook” refers, Defendants neither admit nor deny the allegations because they lack knowledge or information sufficient to form a belief as to the truth of the allegations. In further answer, Defendants state that on March 31, 2026, the Court dismissed all claims against Santa Ono and Richard S. Holcomb, Jr. (ECF No. 37).

275. Defendants ONO, CHATAS, HOLCOMB, and/or GRIER upheld and gave final approval to the adverse employment actions taken against Plaintiff ALI as a result of her participation in a pro-Palestine demonstration.

ANSWER: Defendants deny the allegations as untrue. In further answer, Defendants state that on March 31, 2026, the Court dismissed all claims against Santa Ono and Richard S. Holcomb, Jr. (ECF No. 37).

276. Defendant BOARD of REGENTS initiated and/or gave final approval to the adverse employment actions taken against Plaintiff ALI.

ANSWER: Defendants deny the allegations as untrue.

277. On April 7, 2025, eleven months after the UMMA protest, Defendants ONO, CHATAS, HOLCOMB, and/or GRIER, jointly or individually, initiated and executed adverse employment action against Plaintiff **HARRISON RHOADES**.

ANSWER: Defendants admit only that on April 7, 2025, Plaintiff Rhoades received an email describing the applicable policy violated (SPG 601.18) and the violation, providing an opportunity to respond, and placing him on suspension. That email and its attachments speak for themselves. Defendants deny that Plaintiffs have fully and accurately characterized the email (and its attachments) and deny any

remaining allegations as untrue. In further answer, Defendants state that on March 31, 2026, the Court dismissed all claims against Santa Ono and Richard S. Holcomb, Jr. (ECF No. 37).

278. Plaintiff RHOADES received an email from Defendant GRIER stating that “a review of your conduct during the May 3, 2024 protest at the University of Michigan Museum of Art building appears to show that you violated university policy. As a result, you are being placed on paid suspension effective immediately.”

ANSWER: Defendants admit only that on April 7, 2025, Plaintiff Rhoades received an email from Grier, describing the applicable policy violated (SPG 601.18) and the violation, providing an opportunity to respond, and placing him on suspension. That email and its attachments speak for themselves. Defendants deny that Plaintiffs have fully and accurately characterized the email (and its attachments) and deny any remaining allegations as untrue.

279. Attached to the April 7 email, Plaintiff RHOADES received the evidence that University HR allegedly used to determine his adverse employment action.

ANSWER: Defendants admit only that the April 7, 2025 email contained a link to a Dropbox folder that contained the evidence the University reviewed. Defendants deny any remaining allegations as untrue.

280. Plaintiff RHOADES received several pieces of evidence: (1) a heavily redacted University of Michigan Department of Public Safety and Security (“DPSS”) report; (2) an incident report based solely on the DPSS report; and (3) a collection of videos.

ANSWER: Defendants admit only that Plaintiff Rhoades was provided access to evidence. Defendants deny that Plaintiffs have fully and accurately characterized the evidence and deny any remaining allegations as untrue.

281. The videos do not show Plaintiff RHOADES engaging in any violent conduct.

ANSWER: Defendants deny the allegations as untrue.

282. The videos show Plaintiff RHOADES exercising his First Amendment rights as he peacefully chants.

ANSWER: Defendants deny the allegations as untrue.

283. The videos also show Plaintiff RHOADES respectfully complying with all police orders directed at him.

ANSWER: Defendants deny the allegations as untrue.

284. On April 7, 2025, at the time that he received the letter from Defendant GRIER, Plaintiff RHOADES was working as Coalition Manager in the University's Sustainable Food Program.

ANSWER: Admitted.

285. Plaintiff RHOADES was planning to continue his employment at the University.

ANSWER: Defendants neither admit nor deny the allegations because they lack knowledge or information sufficient to form a belief as to the truth of the allegations.

286. In the April 7 email, Defendant GRIER stated that Plaintiff RHOADES could schedule a meeting with Ms. Grier to respond to the policy violation alleged. A meeting was scheduled for April 14, 2025.

ANSWER: Defendants admit only that on April 7, 2025, Plaintiff Rhoades received an email from Grier providing an opportunity to respond and that a meeting was scheduled for April 14, 2025. That email and its attachments speak for

themselves. Defendants deny that Plaintiffs have fully and accurately characterized the letter and deny any remaining allegations as untrue.

287. On April 14, 2025, Plaintiff RHOADES met with Defendant GRIER.

ANSWER: Admitted.

288. In the April 15 meeting, Plaintiff RHOADES responded to Defendant GRIER and strongly disputed the claims that he was violent in any way at the May 3, 2024 demonstration.

ANSWER: Defendant admits only that Plaintiff Rhoades was provided an opportunity to respond to the claims at the April 14, 2025 meeting and that he took advantage of that opportunity to respond. Defendants deny any remaining allegations as untrue.

289. On April 16, 2025 – eleven months after the peaceful protest outside UMMA – Defendant GRIER sent Plaintiff RHOADES an email informing him that he was terminated from his position at the University.

ANSWER: Defendants admit only that on April 16, 2025, Plaintiff Rhoades was sent an email with an attached letter, providing written confirmation of the final determination of his employment status. That email and the attached letter speak for

themselves. Defendants deny that Plaintiffs have fully and accurately characterized the email and the attached letter and deny any remaining allegations.

290. Plaintiff RHOADES received a formal letter from University HR confirming the termination and stating that “[y]ou are ineligible for rehire at the University and your record will reflect that you violated the Violence in the University SPG 601.18.”

ANSWER: Defendants admit only that on April 16, 2025, Plaintiff Rhoades was sent an email with an attached letter, providing written confirmation of the final determination of his employment status. That email and the attached letter speak for themselves. Defendants deny that Plaintiffs have fully and accurately characterized the email and the attached letter and deny any remaining allegations.

291. Defendants ONO, CHATAS, HOLCOMB, and/or GRIER initiated and undertook the termination of Plaintiff RHOADES from his employment and/or had final approval over the termination.

ANSWER: Because Plaintiffs do not describe to what “initiated” and “undertook” refers, Defendants neither admit nor deny the allegations because they lack knowledge or information sufficient to form a belief as to the truth of the allegations.

In further answer, Defendants state that on March 31, 2026, the Court dismissed all claims against Santa Ono and Richard S. Holcomb, Jr. (ECF No. 37).

292. Defendants ONO, CHATAS, HOLCOMB, and/or GRIER initiated and undertook the decision to render Plaintiff RHOADES permanently ineligible for rehire at the University and at all University locations and facilities.

ANSWER: Because Plaintiffs do not describe to what “initiated” and “undertook” refers, Defendants neither admit nor deny the allegations because they lack knowledge or information sufficient to form a belief as to the truth of the allegations. In further answer, Defendants state that on March 31, 2026, the Court dismissed all claims against Santa Ono and Richard S. Holcomb, Jr. (ECF No. 37).

293. Defendants ONO, CHATAS, HOLCOMB, and/or GRIER upheld and gave final approval to the adverse employment actions taken against Plaintiff RHOADES as a result of his participation in a pro-Palestine demonstration.

ANSWER: Defendants deny the allegations as untrue. In further answer, Defendants state that on March 31, 2026, the Court dismissed all claims against Santa Ono and Richard S. Holcomb, Jr. (ECF No. 37).

294. Defendant BOARD of REGENTS initiated and/or gave final approval to the adverse employment actions taken against Plaintiff RHOADES.

ANSWER: Defendants deny the allegations as untrue.

295. On April 7, 2025, eleven months after the UMMA protest, Defendants ONO, CHATAS, HOLCOMB, and/or GRIER, jointly or individually, initiated and executed adverse employment action against **Plaintiff ASSMAA EIDY**.

ANSWER: Defendants admit only that on April 7, 2025, Plaintiff Eidy received an email describing the applicable policy violated (SPG 601.18) and the violation, providing an opportunity to respond, and placing her on suspension. That email and its attachments speak for themselves. Defendants deny that Plaintiffs have fully and accurately characterized the email (and its attachments) and deny any remaining allegations as untrue. In further answer, Defendants state that on March 31, 2026, the Court dismissed all claims against Santa Ono and Richard S. Holcomb, Jr. (ECF No. 37).

296. Plaintiff EIDY received an email from Defendant GRIER stating that “a review of your conduct during the May 3, 2024 protest at the University of Michigan Museum of Art building appears to show that you violated university policy. As a result, you are being placed on paid suspension effective immediately.”

ANSWER: Defendants admit only that on April 7, 2025, Plaintiff Eidy received an email from Grier, describing the applicable policy violated (SPG 601.18) and the violation, providing an opportunity to respond, and placing her on suspension. That email and its attachments speak for themselves. Defendants deny that Plaintiffs have fully and accurately characterized the email (and its attachments) and deny any remaining allegations as untrue.

297. Attached to the April 7 email, Plaintiff EIDY received the evidence that University HR allegedly used to determine her adverse employment action.

ANSWER: Defendants admit only that the April 7, 2025 email contained a link to a Dropbox folder that contained the evidence the University reviewed. Defendants deny any remaining allegations as untrue.

298. Plaintiff EIDY received two pieces of evidence: (1) a heavily redacted University of Michigan Department of Public Safety and Security (“DPSS”) report and (2) a collection of videos.

ANSWER: Defendants admit only that Plaintiff Eidy was provided access to evidence. Defendants deny that Plaintiffs have fully and accurately characterized the evidence and deny any remaining allegations as untrue.

299. The videos do not show Plaintiff EIDY engaging in any violent conduct.

ANSWER: Defendants deny the allegations as untrue.

300. The videos show Plaintiff EIDY exercising her First Amendment rights to free speech and expression as she links arms with her fellow protesters and peacefully chants for the Regents to listen to students and engage in meaningful discussion to divest from Israel.

ANSWER: Defendants deny the allegations as untrue.

301. The videos also show Plaintiff EIDY standing on the sidewalk and complying with police orders when officers erected the barricade.

ANSWER: Defendants deny the allegations as untrue.

302. On April 7, 2025, at the time that she received the letter from Defendant GRIER, Plaintiff EIDY was working as both a research assistant and a Community Leadership Fellow at the University.

ANSWER: Defendants admit that, for a period of time, Plaintiff Eidy was employed as a research assistant with Professor Umayyah Cable and also worked in the Ginsberg Center. Defendants deny any remaining allegations as untrue.

303. Plaintiff EIDY was planning to continue her employment as long as she was a student at the University of Michigan.

ANSWER: Defendants neither admit nor deny the allegations because they lack knowledge or information sufficient to form a belief as to the truth of the allegations.

304. Plaintiff EIDY was interested in future employment opportunities within the University of Michigan system after her graduation from the University.

ANSWER: Defendants neither admit nor deny the allegations because they lack knowledge or information sufficient to form a belief as to the truth of the allegations.

305. In the April 7 email, Defendant GRIER stated that Plaintiff EIDY could schedule a meeting with Ms. Grier to respond to the policy violation alleged. A meeting was scheduled for April 14, 2025.

ANSWER: Defendants admit only that on April 7, 2025, Plaintiff Eidy received an email from Grier providing an opportunity to respond and that a meeting was scheduled for April 14, 2025. That email and its attachments speak for themselves. Defendants deny that Plaintiffs have fully and accurately characterized the letter and deny any remaining allegations as untrue.

306. On April 14, 2025, Plaintiff EIDY met with Defendant GRIER.

ANSWER: Admitted.

307. In the April 15 meeting, Plaintiff EIDY responded to Defendant GRIER and strongly disputed the claims that she was violent in any way at the May 3, 2024 demonstration.

ANSWER: Defendants admit only that Plaintiff Eidy was provided an opportunity to respond to the claims at the April 14, 2025 meeting and that she took advantage of that opportunity to respond. Defendants deny any remaining allegations as untrue.

308. On April 16, 2025 – eleven months after the peaceful protest outside UMMA – Defendant GRIER sent Plaintiff EIDY an email informing her that she had been terminated from her position at the University.

ANSWER: Defendants admit only that on April 16, 2025, Plaintiff Eidy was sent an email with an attached letter, providing written confirmation of the final determination of her employment status. That email and the attached letter speak for themselves. Defendants deny that Plaintiffs have fully and accurately characterized the email and the attached letter and deny any remaining allegations.

309. Plaintiff EIDY received a formal letter from University HR confirming the termination and stating “[y]ou are ineligible for rehire at the University and your record will reflect that you violated the Violence in the University SPG 601.18.”

ANSWER: Defendants admit only that on April 16, 2025, Plaintiff Eidy was sent an email with an attached letter, providing written confirmation of the final determination of her employment status. That email and the attached letter speak for themselves. Defendants deny that Plaintiffs have fully and accurately characterized the email and the attached letter and deny any remaining allegations.

310. Defendants ONO, CHATAS, HOLCOMB, and/or GRIER initiated and undertook the termination of Plaintiff EIDY from her employment and/or had final approval over the termination.

ANSWER: Because Plaintiffs do not describe to what “initiated” and “undertook” refers, Defendants neither admit nor deny the allegations because they lack knowledge or information sufficient to form a belief as to the truth of the allegations. In further answer, Defendants state that on March 31, 2026, the Court dismissed all claims against Santa Ono and Richard S. Holcomb, Jr. (ECF No. 37).

311. Defendants ONO, CHATAS, HOLCOMB, and/or GRIER initiated and undertook the decision to render Plaintiff EIDY permanently ineligible for rehire at the University and at all University locations and facilities.

ANSWER: Because Plaintiffs do not describe to what “initiated” and “undertook” refers, Defendants neither admit nor deny the allegations because they lack knowledge or information sufficient to form a belief as to the truth of the allegations. In further answer, Defendants state that on March 31, 2026, the Court dismissed all claims against Santa Ono and Richard S. Holcomb, Jr. (ECF No. 37).

312. Defendants ONO, CHATAS, HOLCOMB, and/or GRIER upheld and gave final approval to the adverse employment actions taken against Plaintiff EIDY as a result of her participation in a pro-Palestine demonstration.

ANSWER: Defendants deny the allegations as untrue. In further answer, Defendants state that on March 31, 2026, the Court dismissed all claims against Santa Ono and Richard S. Holcomb, Jr. (ECF No. 37).

313. Defendant BOARD of REGENTS initiated and/or gave final approval to the adverse employment actions taken against Plaintiff EIDY.

ANSWER: Defendants deny the allegations as untrue.

314. None of the supervisors or the departments' staff that worked with Plaintiffs HAKIM, MACKEEN-SHAPIO, ALI, EIDY, RHOADES, HASSABALLA, CHAPPELL, and ELKOLALY were informed in advance or aware of the adverse employment action taken against them by University Human Resources.

ANSWER: Defendants neither admit nor deny the allegations because they lack knowledge or information sufficient to form a belief as to the truth of the allegations. Additionally, because Plaintiff Elkolaly's claims have been dismissed pursuant to the Court's March 31, 2026, Order Granting in Part and Denying in Part Defendants' Motion to Dismiss, (*see* ECF No. 37, PageID.924–65), the portion of this allegation that relates to Plaintiff Elkolaly does not require a response.

315. Supervisors for the Plaintiffs were shocked and outraged by the University's actions to terminate and permanently bar the Plaintiffs from future employment at the University.

ANSWER: Defendants neither admit nor deny the allegations because they lack knowledge or information sufficient to form a belief as to the truth of the allegations.

316. All Plaintiffs planned to continue or seek additional employment at the University of Michigan.

ANSWER: Defendants neither admit nor deny the allegations because they lack knowledge or information sufficient to form a belief as to the truth of the allegations.

317. Before the actions taken against the Plaintiffs, Defendants REGENTS, ONO, CHATAS, HOLCOMB, and/or GRIER and the University of Michigan has never been known to terminate the employment or to bar the future employment of students or alumni, at all University locations and facilities, because of speech or other activities occurring during an on-campus protest.

ANSWER: Defendants deny knowledge or information necessary to form a belief as to what Plaintiffs know. Defendants otherwise deny the allegations to the extent they imply that the University has taken action against Plaintiffs on the basis of any protected speech.

318. Before the actions taken against the Plaintiffs, Defendants REGENTS, ONO, CHATAS, HOLCOMB, and/or GRIER and the University of Michigan has never been known to find the same or similar speech and/or activity engaged in by the Plaintiffs to constitute violence or a threat of violence in violation of University policies when such actions were taken during an on-campus protest, engaged in by students on other issues, or when expressing viewpoints opposed to those of the Plaintiffs.

ANSWER: Defendants deny knowledge or information necessary to form a belief as to what Plaintiffs know. Defendants otherwise deny the allegations to the extent they imply that the University has taken action against Plaintiffs on the basis of any protected speech.

The Plaintiffs File a Federal Lawsuit & the University Retaliates

319. On May 1, 2025, Plaintiffs filed a lawsuit against Defendants REGENTS, ONO, CHATAS, HOLCOMB, and/or GRIER in the Eastern District of Michigan alleging violations of their First and Fourteenth Amendment rights.

ANSWER: Admitted.

320. On July 1, 2025 and only after this suit was filed, Plaintiffs ALI, EIDY, AND MACKEEN-SHAPIRO received electronic communications from OSCR notifying them that the University would be subjecting them to new disciplinary proceedings stemming from their aforementioned participation in the UMMA pro-Palestine protest.

ANSWER: Defendants admit only that on July 1, 2025, Plaintiffs Ali, Eidy, and MacKeen-Shapiro were sent separate emails from OSCR regarding an incident that occurred on May 3, 2024. Those emails speak for themselves. Defendants deny that

Plaintiffs have fully and accurately characterized the email and deny any remaining allegations as untrue.

321. The new disciplinary proceedings were initiated, approved, and/or requested by Defendants REGENTS, ONO, CHATAS, HOLCOMB, GRIER, HARMON, WESSEL, and/or GOLICH, jointly or individually, and were undertaken in retaliation against Plaintiffs ALI, EIDY, and MACKEEN-SHAPIRO for filing the present lawsuit.

ANSWER: Defendants deny the allegations as untrue. In further answer, Defendants state that on March 31, 2026, the Court dismissed all claims against Santa Ono, Richard S. Holcomb, Jr., Martino Harmon, Erik Wessel, and Donovan Golich. (ECF No. 37).

322. The new disciplinary proceedings were undertaken, executed, conducted, managed, and/or decided by Defendants HARMON, WESSEL, and/or GOLICH and were done so in retaliation against Plaintiffs ALI, EIDY, and MACKEEN-SHAPIRO for filing the present lawsuit asserting their First Amendment and due process rights.

ANSWER: Defendants deny the allegations as untrue. In further answer, Defendants state that on March 31, 2026, the Court dismissed all claims against Martino Harmon, Erik Wessel, and Donovan Golich. (ECF No. 37).

323. At the time of the communication from OSCR, it had been over fourteen (14) months since the UMMA protest occurred.

ANSWER: Defendants admit only that on July 1, 2025, Plaintiffs Ali, Eidy, and MacKeen-Shapiro were sent separate emails from OSCR regarding an incident that occurred on May 3, 2024. Those emails speak for themselves. Defendants deny that Plaintiffs have fully and accurately characterized the emails and deny any remaining allegations as untrue.

324. The University's *Statement of Student Rights and Responsibilities* allows for Complaints to be filed within six (6) months of an alleged incident.

ANSWER: Defendants deny the allegations as untrue because Plaintiffs have not accurately characterized the *Statement of Student Rights and Responsibilities*.

325. The University is only known to have allowed complaints to be filed after six (6) months when such complaints have been filed against protesters who expressed views in support of Palestine and divestment.

ANSWER: Defendants deny the allegations as untrue.

326. The University waited over fourteen (14) months to bring the new complaints against Plaintiffs ALI, EIDY, and MACKEEN-SHAPIRO, far longer than is allowed by the Statement and the practice of OSCR.

ANSWER: Defendants deny the allegations as untrue.

327. Neither the Defendants nor the University have ever been known to initiate student disciplinary proceedings against current students, former students, and/or former employees in the same or similar circumstances.

ANSWER: Defendants lack knowledge or information necessary to form a belief as to what Plaintiffs know. Defendants otherwise deny the allegations to the extent they imply that the University has taken action against Plaintiffs on the basis of any protected speech.

328. University policy further states that disciplinary proceedings should not be initiated when there is pending litigation on the matter. Again, in unprecedented fashion, Defendants have ignored this policy to retaliate against and punish student protestors who expressed views in support of Palestine and divestment.

ANSWER: Defendants deny the allegations as untrue.

329. Plaintiffs ALI, EIDY, and MACKEEN-SHAPIRO informed Defendants, as well as staff in OSCR, of these concerns; however, no action has been taken to halt the new disciplinary proceedings.

ANSWER: Defendants deny the allegations as untrue.

330. After Plaintiffs alerted Defendants of these retaliatory actions, Defendants then chose to initiate *additional* retaliatory actions against Plaintiffs.

ANSWER: Defendants deny the allegations as untrue.

331. On July 31, 2025, Defendant GRIER notified Plaintiffs ALI, EIDY, and MACKEEN-SHAPIRO that new adverse employment actions were being initiated against them for their attendance at pro-Palestine protests that took place between ten and fourteen (10-14) months ago.

ANSWER: Defendants admit only that on July 31, 2025, Plaintiffs Ali, Eidy, and MacKeen-Shapiro were sent separate emails from Grier. Those emails speak for themselves. Defendants deny that Plaintiffs have fully and accurately characterized the emails and deny any remaining allegations as untrue.

332. Notably, Plaintiffs ALI, EIDY, and MACKEEN-SHAPIRO have not held employment with the university since the time of their initial terminations and life-time employment ban. Only Plaintiff EIDY is still a current student enrolled at the university.

ANSWER: Admitted.

333. Defendant REGENTS, ONO, CHATAS, HOLCOMB, and GRIER requested, initiated, undertook, and/or gave final approval to initiate the retaliatory new adverse employment actions against Plaintiffs ALI, EIDY, and MACKEEN-SHAPIRO.

ANSWER: Defendants deny the allegations as untrue.

334. Neither the Defendants nor the University have ever been known to initiate adverse employment actions against current students, former students, and/or former employees in the same or similar circumstances.

ANSWER: Defendants lack knowledge or information necessary to form a belief as to what Plaintiffs know. Defendants otherwise deny the allegations as untrue.

V. CAUSES OF ACTION

COUNT I: First Amendment: Freedom of Speech 42 U.S.C. § 1983

335. Plaintiffs repeat and re-allege the allegations contained in the above paragraphs.

ANSWER: Defendants hereby restate and reincorporate by reference, as if fully set forth herein, the above answers.

336. Plaintiffs bring this claim pursuant to 42 U.S.C. § 1983.

ANSWER: Defendants admit only that Plaintiffs purport to bring a claim under 42 U.S.C. § 1983 but deny as untrue that any violation has occurred or that any relief is warranted.

337. Acting under color of law, Defendants, in their respective individual and/or official capacities, engaged in conduct and adopted policies and practices that violate Plaintiffs' free speech rights under the First and Fourteenth Amendments of the U.S. Constitution.

ANSWER: Defendants deny the allegations as untrue.

338. The free speech clause of the First Amendment states: "Congress shall make no law ... abridging the freedom of speech."

ANSWER: Defendants neither admit nor deny the allegations because they call for a legal conclusion.

339. The First Amendment is incorporated within the Fourteenth Amendment and thereby made applicable to state governments and their subdivisions.

ANSWER: Defendants neither admit nor deny the allegations because they call for a legal conclusion.

340. Under the Free Speech clause, state actors cannot retaliate or discriminate against persons because of the content of their speech, or the views expressed.⁷

ANSWER: Defendants neither admit nor deny the allegations, including the allegations in the footnote 7, because they call for a legal conclusion.

341. Under the Free Speech clause, Defendants cannot retaliate or discriminate against public employees because of the content of their non-work speech, or the views expressed.

ANSWER: Defendants neither admit nor deny the allegations because they call for a legal conclusion.

⁷ The few exceptions to this prohibition are not presented in this case.

342. Defendants' policies and practices violate constitutional protections for Free Speech by retaliating and discriminating against Plaintiffs because of the content of their speech and the viewpoints expressed by Plaintiffs.

ANSWER: Defendants deny the allegations as untrue.

343. Plaintiffs engaged in constitutionally protected free speech.

ANSWER: Defendants deny the allegations as untrue.

344. Defendants terminated Plaintiffs employment at the University based on the content of their speech and/or the viewpoints expressed.

ANSWER: Defendants deny the allegations as untrue.

345. Defendants forever barred Plaintiffs from future employment within the University system based on the content of their speech and/or the viewpoints expressed.

ANSWER: Defendants deny the allegations as untrue.

346. But for the content of Plaintiffs' speech and/or viewpoints expressed, Plaintiffs would not have been terminated from their employment with the University.

ANSWER: Defendants deny the allegations as untrue.

347. But for the content of Plaintiffs' speech and/or viewpoints expressed, Plaintiffs would not have been barred from future employment with the University.

ANSWER: Defendants deny the allegations as untrue.

348. As a direct and proximate result of the Defendants' policies and practices, Plaintiffs suffered and will continue to suffer a loss of their constitutionally protected rights to engage in free speech.

ANSWER: Defendants deny the allegations as untrue.

349. Defendants' acts or omissions, and each of them, were a direct and proximate cause of ongoing injuries and damages to the Plaintiffs.

ANSWER: Defendants deny the allegations as untrue.

350. As a result of the forgoing acts and omissions, Plaintiffs are entitled to declaratory relief and appropriate injunctive relief against all Defendants together with costs, and attorney fees.

ANSWER: Defendants deny the allegations as untrue. In further answer, Defendants state that Plaintiffs are not entitled to any relief, including but not limited to the relief listed in this paragraph.

351. As a result of the forgoing acts and omissions, Plaintiffs are entitled to compensatory damages, including but not limited to out-of-pocket costs and expenses, mental anguish, and emotional distress, and punitive damages Defendants ONO, CHATAS, HOLCOMB, and GRIER, in their personal capacities, together with costs, and attorney fees.

ANSWER: Defendants deny the allegations as untrue. In further answer, Defendants state that Plaintiffs are not entitled to any relief, including but not limited to the relief listed in this paragraph. Additionally, Defendants Ono and Holcomb were dismissed as Defendants pursuant to the Court's March 31, 2026, Order Granting in Part and Denying in Part Defendants' Motion to Dismiss. (See ECF No. 37, PageID.924–65.)

COUNT II: First Amendment: Freedom of Association
42 U.S.C. § 1983

352. Plaintiffs repeat and re-allege the allegations contained in the above paragraphs.

ANSWER: Defendants hereby restate and reincorporate by reference, as if fully set forth herein, the above answers.

353. Plaintiffs bring this claim pursuant to 42 U.S.C. § 1983.

ANSWER: Defendants admit only that Plaintiffs purport to bring a claim under 42 U.S.C. § 1983 but deny as untrue that any violation has occurred or that any relief is warranted.

354. Acting under color of law, Defendants, in their respective individual and/or official capacities, engaged in conduct and adopted policies that violate Plaintiffs' right to freedom of association under the First and Fourteenth Amendments of the U.S. Constitution.

ANSWER: Defendants deny the allegations as untrue.

355. The Freedom of Association clause of the First Amendment states: "Congress shall make no law ... prohibiting ... or ... abridging ... the right of the people peaceably to assemble."

ANSWER: Defendants neither admit nor deny the allegations because they call for a legal conclusion.

356. The First Amendment is incorporated within the Fourteenth Amendment and thereby made applicable to state governments and their subdivisions.

ANSWER: Defendants neither admit nor deny the allegations because they call for a legal conclusion.

357. Under the freedom of association clause, Defendants cannot retaliate or discriminate against persons because they associate with one another to speak and express their viewpoints.

ANSWER: Defendants neither admit nor deny the allegations because they call for a legal conclusion.

358. Defendants' policies and practices violate constitutional protections for the freedom to associate by retaliating and discriminating against Plaintiffs because they came together and associated with one another to speak on a matter of public concern and to petition University officials.

ANSWER: Defendants deny the allegations as untrue.

359. Plaintiffs associated with one another to amplify their voices on an issue of public concern and to petition the University.

ANSWER: Defendants deny the allegations as untrue.

360. Defendants terminated Plaintiffs' employment based on their associating with each other to express a shared viewpoint and to petition the University to change its policies and practices on an issue of public concern.

ANSWER: Defendants deny the allegations as untrue.

361. Defendants forever barred Plaintiffs from future employment with the University system based on their association with others who shared their viewpoints on an issue of public concern.

ANSWER: Defendants deny the allegations as untrue.

362. But for their actions exercising their freedom to associate with others, Plaintiffs would not have been terminated from their employment with the University.

ANSWER: Defendants deny the allegations as untrue.

363. But for their actions exercising their freedom to associate with others, Plaintiffs would not have been barred from future employment with the University.

ANSWER: Defendants deny the allegations as untrue.

364. As a direct and proximate result of the Defendants' policies and practices, Plaintiffs suffered and will continue to suffer a loss of their constitutionally protected rights to petition University officials.

ANSWER: Defendants deny the allegations as untrue.

365. Defendants' acts or omissions, and each of them, were a direct and proximate cause of ongoing injuries and damages to the Plaintiffs.

ANSWER: Defendants deny the allegations as untrue.

366. As a result of the forgoing acts and omissions, Plaintiffs are entitled to declaratory relief and appropriate injunctive relief against all Defendants together with costs, and attorney fees.

ANSWER: Defendants deny the allegations as untrue. In further answer, Defendants state that Plaintiffs are not entitled to any relief, including but not limited to the relief listed in this paragraph.

367. As a result of the forgoing acts and omissions, Plaintiffs are entitled to compensatory damages, including but not limited to out-of-pocket costs and expenses, mental anguish, and emotional distress, and punitive damages against

Defendants ONO, CHATAS, HOLCOMB, and GRIER, in their personal capacities, together with costs, and attorney fees.

ANSWER: Defendants deny the allegations as untrue. In further answer, Defendants state that Plaintiffs are not entitled to any relief, including but not limited to the relief listed in this paragraph. Additionally, Defendants Ono and Holcomb were dismissed as Defendants pursuant to the Court's March 31, 2026, Order Granting in Part and Denying in Part Defendants' Motion to Dismiss. (See ECF No. 37, PageID.924–65.)

**COUNT III: First Amendment: Right to Petition
42 U.S.C. § 1983**

368. Plaintiffs repeat and re-allege the allegations contained in the above paragraphs.

ANSWER: Defendants hereby restate and reincorporate by reference, as if fully set forth herein, the above answers.

369. Plaintiffs bring this claim pursuant to 42 U.S.C. § 1983.

ANSWER: Defendants admit only that Plaintiffs purport to bring a claim under 42 U.S.C. § 1983 but deny as untrue that any violation has occurred or that any relief is warranted.

370. Acting under color of law, Defendants, in their respective individual and/or official capacities, engaged in conduct and adopted policies that violate Plaintiffs' right to petition government under the First and Fourteenth Amendments of the U.S. Constitution.

ANSWER: Defendants deny the allegations as untrue.

371. The Freedom to Petition clause of the First Amendment states: "Congress shall make no law ... abridging the freedom ... to petition the Government for a redress of grievances."

ANSWER: Defendants neither admit nor deny the allegations because they call for a legal conclusion.

372. The First Amendment is incorporated within the Fourteenth Amendment and thereby made applicable to state governments and their subdivisions.

ANSWER: Defendants neither admit nor deny the allegations because they call for a legal conclusion.

373. Under the petition clause, Defendants cannot retaliate or discriminate against persons because they sought to petition the government to redress a grievance or change a policy or practice on issues of public concern.

ANSWER: Defendants neither admit nor deny the allegations because they call for a legal conclusion.

374. Defendants' policies and practices violate constitutional protections for the right to petition the government by retaliating and discriminating against Plaintiffs because they sought for the University to change its policies and practices on an issue of public concern.

ANSWER: Defendants deny the allegations as untrue.

375. Plaintiffs sought to petition University officials to change university polies and practices.

ANSWER: Defendants neither admit nor deny the allegations because they lack knowledge or information sufficient to form a belief as to the truth of the allegations.

376. Defendants terminated Plaintiffs' employment based on their petitioning University officials to change University policies and practices on an issue of public concern.

ANSWER: Defendants deny the allegations as untrue.

377. Defendants forever barred Plaintiffs from future employment with the University system based on their petitioning University officials to change University policies and practices on an issue of public concern.

ANSWER: Defendants deny the allegations as untrue.

378. But for their actions exercising their right to petition University officials, Plaintiffs would not have been terminated from their employment with the University.

ANSWER: Defendants deny the allegations as untrue.

379. But for their actions exercising their right to petition University officials, Plaintiffs would not have been barred from future employment with the University.

ANSWER: Defendants deny the allegations as untrue.

380. As a direct and proximate result of the Defendants' policies and practices, Plaintiffs suffered and will continue to suffer a loss of their constitutionally protected rights to petition University officials.

ANSWER: Defendants deny the allegations as untrue.

381. Defendants' acts or omissions, and each of them, were a direct and proximate cause of ongoing injuries and damages to the Plaintiffs.

ANSWER: Defendants deny the allegations as untrue.

382. As a result of the forgoing acts and omissions, Plaintiffs are entitled to declaratory relief and appropriate injunctive relief against all Defendants together with costs, and attorney fees.

ANSWER: Defendants deny the allegations as untrue. In further answer, Defendants state that Plaintiffs are not entitled to any relief, including but not limited to the relief listed in this paragraph.

383. As a result of the forgoing acts and omissions, Plaintiffs are entitled to compensatory damages, including but not limited to out-of-pocket costs and expenses, mental anguish, and emotional distress, and punitive damages against Defendants ONO, CHATAS, HOLCOMB, and GRIER, in their personal capacities, together with costs, and attorney fees.

ANSWER: Defendants deny the allegations as untrue. In further answer, Defendants state that Plaintiffs are not entitled to any relief, including but not limited

to the relief listed in this paragraph. Additionally, Defendants Ono and Holcomb were dismissed as Defendants pursuant to the Court's March 31, 2026, Order Granting in Part and Denying in Part Defendants' Motion to Dismiss. (See ECF No. 37, PageID.924–65.)

**COUNT IV: Fourteenth Amendment Due Process (Deprivation of Property
and/or Liberty Interest in Public Employment)
42 U.S.C. §1983**

384. Plaintiffs repeat and re-allege the allegations contained in the above paragraphs.

ANSWER: Defendants hereby restate and reincorporate by reference, as if fully set forth herein, the above answers.

385. Plaintiffs bring this claim pursuant to 42 U.S.C. § 1983.

ANSWER: Defendants neither admit nor deny the allegations, as this claim was dismissed pursuant to the Court's March 31, 2026, Order Granting in Part and Denying in Part Defendants' Motion to Dismiss. (See ECF No. 37, PageID.924–65.)

386. Acting under color of law, Defendants, in their individual and/or official capacities, engaged in conduct and adopted policies that violate Plaintiffs' due process rights under Amend. XIV of the U.S. Constitution.

ANSWER: Defendants neither admit nor deny the allegations, as this claim was dismissed pursuant to the Court's March 31, 2026, Order Granting in Part and Denying in Part Defendants' Motion to Dismiss. (See ECF No. 37, PageID.924–65.)

387. The Due Process clause of Amendment XIV states, in pertinent part: “No state ... shall any state deprive any person of ... liberty, or property without due process of law.”

ANSWER: Defendants neither admit nor deny the allegations, as this claim was dismissed pursuant to the Court's March 31, 2026, Order Granting in Part and Denying in Part Defendants' Motion to Dismiss. (See ECF No. 37, PageID.924–65.)

388. Under the Due Process clause, persons possess a property and/or liberty interest in their employment at a public university.

ANSWER: Defendants neither admit nor deny the allegations, as this claim was dismissed pursuant to the Court's March 31, 2026, Order Granting in Part and

Denying in Part Defendants' Motion to Dismiss. (See ECF No. 37, PageID.924–65.)

389. Before the depriving Plaintiffs' of their employment, Defendants were required to provide an opportunity for a pre-deprivation hearing or alternatively, a meaningful post-deprivation hearing that complied with due process.

ANSWER: Defendants neither admit nor deny the allegations, as this claim was dismissed pursuant to the Court's March 31, 2026, Order Granting in Part and Denying in Part Defendants' Motion to Dismiss. (See ECF No. 37, PageID.924–65.)

390. The Due Process clause requires that state actors must provide persons notice of intended action; a full and fair opportunity to be heard; the opportunity to present and rebut evidence; and a fair and impartial decision maker.

ANSWER: Defendants neither admit nor deny the allegations, as this claim was dismissed pursuant to the Court's March 31, 2026, Order Granting in Part and Denying in Part Defendants' Motion to Dismiss. (See ECF No. 37, PageID.924–65.)

391. Plaintiffs were terminated from their employment in a manner that fell far short of the constitutional requirements of due process.

ANSWER: Defendants neither admit nor deny the allegations, as this claim was dismissed pursuant to the Court's March 31, 2026, Order Granting in Part and Denying in Part Defendants' Motion to Dismiss. (See ECF No. 37, PageID.924–65.)

392. Plaintiffs were barred from future public employment at the University of Michigan in a manner that fell far short of the constitutional requirements of due process.

ANSWER: Defendants neither admit nor deny the allegations, as this claim was dismissed pursuant to the Court's March 31, 2026, Order Granting in Part and Denying in Part Defendants' Motion to Dismiss. (See ECF No. 37, PageID.924–65.)

393. Defendants' policies and practices, as stated above, violate the Due Process clause by denying students fair notice of adverse employment actions brought against them; denying students a fair opportunity to be heard prior to termination; by denying a fair opportunity know evidence, to present evidence and

to rebut evidence introduced against them; by failing to provide a fair and impartial decision maker; and by failing to follow their own prescribed procedures.

ANSWER: Defendants neither admit nor deny the allegations, as this claim was dismissed pursuant to the Court's March 31, 2026, Order Granting in Part and Denying in Part Defendants' Motion to Dismiss. (See ECF No. 37, PageID.924–65.)

394. As a direct and proximate result of Defendants' policies and practices, Plaintiffs suffered and will continue to suffer a loss of their constitutionally protected due process rights.

ANSWER: Defendants neither admit nor deny the allegations, as this claim was dismissed pursuant to the Court's March 31, 2026, Order Granting in Part and Denying in Part Defendants' Motion to Dismiss. (See ECF No. 37, PageID.924–65.)

395. The Defendants' acts or omissions, and each of them, were a direct and proximate cause of ongoing injuries and damages to the Plaintiffs.

ANSWER: Defendants neither admit nor deny the allegations, as this claim was dismissed pursuant to the Court's March 31, 2026, Order Granting in Part and

Denying in Part Defendants' Motion to Dismiss. (See ECF No. 37, PageID.924–65.)

396. As a result of the forgoing acts and omissions, Plaintiffs are entitled to declaratory relief and appropriate injunctive relief against all Defendants together with costs, and attorney fees.

ANSWER: Defendants neither admit nor deny the allegations, as this claim was dismissed pursuant to the Court's March 31, 2026, Order Granting in Part and Denying in Part Defendants' Motion to Dismiss. (See ECF No. 37, PageID.924–65.)

397. As a result of the forgoing acts and omissions, Plaintiffs are entitled to compensatory damages, including but not limited to out-of-pocket costs and expenses, mental anguish, and emotional distress, and punitive damages against Defendants ONO, CHATAS, HOLCOMB, and GRIER, in their personal capacities, together with costs, and attorney fees.

ANSWER: Defendants neither admit nor deny the allegations, as this claim was dismissed pursuant to the Court's March 31, 2026, Order Granting in Part and Denying in Part Defendants' Motion to Dismiss. (See ECF No. 37, PageID.924–65.)

**COUNT V: Fourteenth Amendment Due Process (Deprivation of Liberty
Interest in Rights to Free Speech, Assembly, and Petition)
42 U.S.C. §1983**

398. Plaintiffs repeat and re-allege the allegations contained in the above paragraphs.

ANSWER: Defendants hereby restate and reincorporate by reference, as if fully set forth herein, the above answers.

399. Plaintiffs bring this claim pursuant to 42 U.S.C. §1983.

ANSWER: Defendants neither admit nor deny the allegations, as this claim was dismissed pursuant to the Court's March 31, 2026, Order Granting in Part and Denying in Part Defendants' Motion to Dismiss. (See ECF No. 37, PageID.924–65.)

400. Acting under color of law, Defendants, in their respective individual and/or official capacities, engaged in conduct and adopted policies that violate Plaintiffs' due process rights under Amend. XIV of the U.S. Constitution.

ANSWER: Defendants neither admit nor deny the allegations, as this claim was dismissed pursuant to the Court's March 31, 2026, Order Granting in Part and

Denying in Part Defendants’ Motion to Dismiss. (See ECF No. 37, PageID.924–65.)

401. The Due Process clause of Amendment XIV states, in pertinent part: “No state ... shall any state deprive any person of ... liberty ... without due process of law.”

ANSWER: Defendants neither admit nor deny the allegations, as this claim was dismissed pursuant to the Court’s March 31, 2026, Order Granting in Part and Denying in Part Defendants’ Motion to Dismiss. (See ECF No. 37, PageID.924–65.)

402. Under the Due Process clause, persons possess a liberty interest in their rights to free speech, association, and petition.

ANSWER: Defendants neither admit nor deny the allegations, as this claim was dismissed pursuant to the Court’s March 31, 2026, Order Granting in Part and Denying in Part Defendants’ Motion to Dismiss. (See ECF No. 37, PageID.924–65.)

403. Before the depriving Plaintiffs’ of their rights to free speech, association, and petition, Defendants were required to provide an opportunity for a

pre-deprivation hearing or alternatively, a meaningful post-deprivation hearing that complied with due process.

ANSWER: Defendants neither admit nor deny the allegations, as this claim was dismissed pursuant to the Court's March 31, 2026, Order Granting in Part and Denying in Part Defendants' Motion to Dismiss. (See ECF No. 37, PageID.924–65.)

404. The Due Process clause requires that state actors must provide persons notice of intended action; a full and fair opportunity to be heard; the opportunity to present and rebut evidence; and a fair and impartial decision maker.

ANSWER: Defendants neither admit nor deny the allegations, as this claim was dismissed pursuant to the Court's March 31, 2026, Order Granting in Part and Denying in Part Defendants' Motion to Dismiss. (See ECF No. 37, PageID.924–65.)

405. Plaintiffs First Amendment rights were abridged in a manner that fell far short of the constitutional requirements of due process.

ANSWER: Defendants neither admit nor deny the allegations, as this claim was dismissed pursuant to the Court's March 31, 2026, Order Granting in Part and

Denying in Part Defendants' Motion to Dismiss. (See ECF No. 37, PageID.924–65.)

406. Defendants' policies and practices, as stated above, violate the Due Process clause by denying students fair notice of adverse employment actions brought against them; denying students a fair opportunity to be heard prior to termination; by denying a fair opportunity know evidence, to present evidence and to know and to rebut evidence introduced against them; by failing to provide a fair and impartial decision maker; and by failing to follow their own prescribed procedures.

ANSWER: Defendants neither admit nor deny the allegations, as this claim was dismissed pursuant to the Court's March 31, 2026, Order Granting in Part and Denying in Part Defendants' Motion to Dismiss. (See ECF No. 37, PageID.924–65.)

407. As a direct and proximate result of Defendants' policies and practices, Plaintiffs suffered and will continue to suffer a loss of their constitutionally protected due process rights.

ANSWER: Defendants neither admit nor deny the allegations, as this claim was dismissed pursuant to the Court's March 31, 2026, Order Granting in Part and

Denying in Part Defendants' Motion to Dismiss. (See ECF No. 37, PageID.924–65.)

408. The Defendants' acts or omissions, and each of them, were a direct and proximate cause of ongoing injuries and damages to the Plaintiffs.

ANSWER: Defendants neither admit nor deny the allegations, as this claim was dismissed pursuant to the Court's March 31, 2026, Order Granting in Part and Denying in Part Defendants' Motion to Dismiss. (See ECF No. 37, PageID.924–65.)

409. As a result of the forgoing acts and omissions, Plaintiffs are entitled to declaratory relief and appropriate injunctive relief against all Defendants together with costs, and attorney fees.

ANSWER: Defendants neither admit nor deny the allegations, as this claim was dismissed pursuant to the Court's March 31, 2026, Order Granting in Part and Denying in Part Defendants' Motion to Dismiss. (See ECF No. 37, PageID.924–65.)

410. As a result of the forgoing acts and omissions, Plaintiffs are entitled to compensatory damages, including but not limited to out-of-pocket costs and

expenses, mental anguish, and emotional distress, and punitive damages against Defendants ONO, CHATAS, HOLCOMB, and GRIER, in their personal capacities, together with costs, and attorney fees.

ANSWER: Defendants neither admit nor deny the allegations, as this claim was dismissed pursuant to the Court's March 31, 2026, Order Granting in Part and Denying in Part Defendants' Motion to Dismiss. (See ECF No. 37, PageID.924–65.)

**COUNT VI: First Amendment
(Retaliation for Filing Federal Lawsuit)
42 U.S.C. § 1983**

411. Plaintiffs repeat and re-allege the allegations contained in the above paragraphs.

ANSWER: Defendants hereby restate and reincorporate by reference, as if fully set forth herein, the above answers.

412. Plaintiffs bring this claim pursuant to 42 U.S.C. § 1983.

ANSWER: Defendants admit only that Plaintiffs purport to bring a claim under 42 U.S.C. § 1983 but deny as untrue that any violation has occurred or that any relief is warranted.

413. Acting under color of law, Defendants, in their respective individual and/or official capacities, engaged in conduct and adopted policies and practices that violate Plaintiffs' rights under the First and Fourteenth Amendments of the U.S. Constitution.

ANSWER: Defendants deny the allegations as untrue.

414. The First Amendment protects persons rights to bring a lawsuit against government officials for violation of their constitutional rights.

ANSWER: Defendants neither admit nor deny the allegations because they call for a legal conclusion.

415. The First Amendment prohibits Defendants from retaliating or discriminating against the Plaintiffs for brining suit in this matter.

ANSWER: Defendants neither admit nor deny the allegations because they call for a legal conclusion.

416. In violation of the First Amendment, the Defendants REGENTS, ONO, CHATAS, HOLCOMB, and/or GRIER retaliated against Plaintiffs ALI, EIDY, and MACKEEN-SHAPIRO for bringing this lawsuit when they initiated new student disciplinary proceedings against these Plaintiffs.

ANSWER: Defendants deny the allegations as untrue. In further answer, Defendants Ono and Holcomb were dismissed as Defendants pursuant to the Court's March 31, 2026, Order Granting in Part and Denying in Part Defendants' Motion to Dismiss. (See ECF No. 37, PageID.924–65.)

417. In violation of the First Amendment, the Defendants REGENTS, ONO, CHATAS, HOLCOMB, GRIER, HARMON, WESSEL, and GOLICH retaliated against Plaintiffs ALI, EIDY, and MACKEEN-SHAPIRO for bringing this lawsuit when they initiated new adverse employment actions against these Plaintiffs.

ANSWER: Defendants deny the allegations as untrue. In further answer, Defendants Ono, Holcomb, Harmon, Wessel, and Golich were dismissed as Defendants pursuant to the Court's March 31, 2026, Order Granting in Part and Denying in Part Defendants' Motion to Dismiss. (See ECF No. 37, PageID.924–65.)

418. Each of the retaliatory actions taken by the Defendants was done for the purpose of discouraging, intimidating, and/or stopping the Plaintiffs from seeking to vindicate their rights through this lawsuit and was taken to further intimidate, discourage, or otherwise stop the Plaintiffs ALI, EIDY, and MACKEEN-SHAPIRO from expressing pro-Palestinian viewpoints.

ANSWER: Defendants deny the allegations as untrue.

419. But for their actions exercising their right to access the federal courts to vindicate their constitutional rights, Plaintiffs ALI, EIDY, and MACKEEN-SHAPIRO would not have been subjected to the new student disciplinary proceedings or the new adverse employment actions.

ANSWER: Defendants deny the allegations as untrue.

420. As a direct and proximate result of the Defendants' policies and practices, Plaintiffs ALI, EIDY, and MACKEEN-SHAPIRO suffered and will continue to suffer a loss of their constitutionally protected rights.

ANSWER: Defendants deny the allegations as untrue.

421. Each Defendants' acts or omissions were a direct and proximate cause of ongoing injuries and damages to the Plaintiffs ALI, EIDY, and MACKEEN-SHAPIRO.

ANSWER: Defendants deny the allegations as untrue.

422. As a result of the forgoing acts and omissions, Plaintiffs ALI, EIDY, and MACKEEN-SHAPIRO are entitled to declaratory relief and appropriate injunctive relief against all Defendants together with costs, and attorney fees.

ANSWER: Defendants deny the allegations as untrue. In further answer, Defendants state that Plaintiffs are not entitled to any relief, including but not limited to the relief listed in this paragraph.

423. As a result of the forgoing acts and omissions, Plaintiffs ALI, EIDY, and MACKEEN-SHAPIRO are entitled to compensatory damages, including but not limited to out-of-pocket costs and expenses, mental anguish, and emotional distress, and punitive damages against Defendants ONO, CHATAS, HOLCOMB GRIER, HARMON, WESSEL, and/or GOLICH in their personal capacities, together with costs, and attorney fees.

ANSWER: Defendants deny the allegations as untrue. In further answer, Defendants state that Plaintiffs are not entitled to any relief, including but not limited to the relief listed in this paragraph. In further answer, Defendants Ono, Holcomb, Harmon, Wessel, and Golich were dismissed as Defendants pursuant to the Court's March 31, 2026, Order Granting in Part and Denying in Part Defendants' Motion to Dismiss. (See ECF No. 37, PageID.924–65.)

COUNT VII: Conspiracy to Intimidate Party for Filing Federal Lawsuit
42 U.S.C. § 1985

424. Plaintiffs repeat and re-allege the allegations contained in the above paragraphs.

ANSWER: Defendants hereby restate and reincorporate by reference, as if fully set forth herein, the above answers.

425. Plaintiffs bring this claim pursuant to 42 U.S.C. § 1985(2).

ANSWER: Defendants neither admit nor deny the allegations, as this claim was dismissed pursuant to the Court's March 31, 2026, Order Granting in Part and Denying in Part Defendants' Motion to Dismiss. (See ECF No. 37, PageID.924–65.)

426. Section 1985(2) prohibits two or more persons from conspiring to deter or intimidate a party from proceeding with a lawsuit to vindicate their constitutional rights.

ANSWER: Defendants neither admit nor deny the allegations, as this claim was dismissed pursuant to the Court's March 31, 2026, Order Granting in Part and Denying in Part Defendants' Motion to Dismiss. (See ECF No. 37, PageID.924–65.)

427. All the Defendants or a subset of two or more of the Defendants conspired to deter and/or intimidate the Plaintiffs ALI, EIDY, and MACKEEN-SHAPIRO from proceeding with this case by initiating the new student disciplinary proceedings and/or initiating the new adverse employment actions against these Plaintiffs.

ANSWER: Defendants neither admit nor deny the allegations, as this claim was dismissed pursuant to the Court's March 31, 2026, Order Granting in Part and Denying in Part Defendants' Motion to Dismiss. (See ECF No. 37, PageID.924–65.)

428. But for their actions exercising their right to access the federal courts to vindicate their constitutional rights, Plaintiffs ALI, EIDY, and MACKEEN-SHAPIRO would not have been subjected to the new student disciplinary proceedings or the new adverse employment actions.

ANSWER: Defendants neither admit nor deny the allegations, as this claim was dismissed pursuant to the Court's March 31, 2026, Order Granting in Part and Denying in Part Defendants' Motion to Dismiss. (See ECF No. 37, PageID.924–65.)

429. But for their actions exercising their right to advocate on behalf of the rights of Palestinian peoples, Plaintiffs ALI, EIDY, and MACKEEN-SHAPIRO would not have been subjected to the Defendants retaliation.

ANSWER: Defendants neither admit nor deny the allegations, as this claim was dismissed pursuant to the Court's March 31, 2026, Order Granting in Part and Denying in Part Defendants' Motion to Dismiss. (See ECF No. 37, PageID.924–65.)

430. As a direct and proximate result of the Defendants' policies and practices, Plaintiffs ALI, EIDY, and MACKEEN-SHAPIRO suffered and will continue to suffer damages.

ANSWER: Defendants neither admit nor deny the allegations, as this claim was dismissed pursuant to the Court's March 31, 2026, Order Granting in Part and Denying in Part Defendants' Motion to Dismiss. (See ECF No. 37, PageID.924–65.)

431. Defendants' acts or omissions, and each of them, were a direct and proximate cause of ongoing injuries and damages to the Plaintiffs ALI, EIDY, and MACKEEN-SHAPIRO.

ANSWER: Defendants neither admit nor deny the allegations, as this claim was dismissed pursuant to the Court's March 31, 2026, Order Granting in Part and Denying in Part Defendants' Motion to Dismiss. (See ECF No. 37, PageID.924–65.)

432. As a result of the forgoing acts and omissions, Plaintiffs ALI, EIDY, and MACKEEN-SHAPIRO are entitled to declaratory relief and appropriate injunctive relief against all Defendants together with costs, and attorney fees.

ANSWER: Defendants neither admit nor deny the allegations, as this claim was dismissed pursuant to the Court's March 31, 2026, Order Granting in Part and Denying in Part Defendants' Motion to Dismiss. (See ECF No. 37, PageID.924–65.)

433. As a result of the forgoing acts and omissions, Plaintiffs ALI, EIDY, and MACKEEN-SHAPIRO are entitled to compensatory damages, including but not limited to out-of-pocket costs and expenses, mental anguish, and emotional distress, and punitive damages against Defendants ONO, CHATAS, HOLCOMB, GRIER, HARMON, WESSEL and GOLICH in their personal capacities, together with costs, and attorney fees.

ANSWER: Defendants neither admit nor deny the allegations, as this claim was dismissed pursuant to the Court’s March 31, 2026, Order Granting in Part and Denying in Part Defendants’ Motion to Dismiss. (See ECF No. 37, PageID.924–65.)

VI. JURY DEMAND

434. Plaintiffs demand a trial by jury in this matter.

ANSWER: Defendants deny that Plaintiffs are entitled to a jury trial on some or all of their claims for relief.

RELIEF REQUESTED

Plaintiffs are not entitled to any relief in this case, including but not limited to the relief listed in their “Relief Requested” paragraph.

WHEREFORE, Defendants respectfully request that this Honorable Court dismiss Plaintiffs’ First Amended Complaint and claims in their entirety, enter judgment in Defendants’ favor, and grant any and all other relief to Defendants appropriate under the circumstances, including their reasonable fees and costs incurred for having to defend this action.

AFFIRMATIVE AND/OR SPECIAL DEFENSES

In further answer and by way of affirmative defense, Defendants state that they will rely upon the following, if applicable, and if supported by facts to be determined through appropriate discovery:

1. Plaintiffs' First Amended Complaint fails to state a claim upon which relief may be granted.

2. Plaintiffs' claims are barred because all actions taken towards any of them were based on legitimate, non-discriminatory and non-retaliatory reasons.

3. Plaintiffs' claims are barred, in whole or in part, because Plaintiffs lack standing to assert their claims.

4. Plaintiffs' claims are barred, in whole or in part, because Plaintiffs have not suffered any injury in fact.

5. Plaintiffs' claims are barred, in whole or in part, because they are moot.

6. Plaintiffs' claims are barred, in whole or in part, because they lack a cause of action under 42 U.S.C. § 1983, as certain Defendants were not personally involved in the alleged actions and are therefore sued under an impermissible supervisory liability theory.

7. Plaintiffs' claims are barred, in whole or in part, because they have been waived.

8. Plaintiffs' claims are barred, in whole or in part, by estoppel.

9. Plaintiffs' claims are barred, in whole or in part, because Plaintiffs failed to exhaust other remedies.

10. Plaintiffs' claims are barred, in whole or in part, because Defendants' actions were reasonable, justified, privileged, and/or without malice.

11. Plaintiffs' claims are barred, in whole or in part, because Defendants acted in accordance with all applicable policies and procedures.

12. Plaintiffs' claims are barred, in whole or in part, because Plaintiffs cannot show that the result of their disciplinary proceedings would have been different absent the alleged violations of their constitutional rights.

13. Plaintiffs' claims are barred, in whole or in part, because Plaintiffs cannot show that Defendants are vicariously or otherwise responsible for the allegedly wrongful conduct.

14. Permanent injunctive relief is not appropriate under these circumstances.

15. Plaintiffs' requested relief is overbroad and inequitable.

16. Plaintiffs' claims for relief are barred, in whole or in part, by sovereign, governmental, or qualified immunity.

18. Plaintiffs' claims for monetary relief are barred, in whole or in part, because any damages were not a reasonably foreseeable consequence of the conduct by Defendants alleged in the FAC.

19. Plaintiffs' claims for monetary relief are barred, in whole or in part, because the conduct by Defendants alleged in the FAC was not the proximate cause of Plaintiffs' alleged damages.

20. Plaintiffs' claims for monetary relief are barred, in whole or in part, by the collateral source rule to the extent Plaintiffs' alleged damages were paid, replaced, or indemnified from another source, or may be replaced or indemnified in the future from such sources with reasonable certainty.

21. Plaintiffs' claims for monetary relief are barred, in whole or in part, or are subject to proportional reduction, by their own actions, including their failure to mitigate or otherwise lessen or reduce the injuries alleged in the FAC.

22. Plaintiffs' claims for punitive damages are barred because they have failed to plead any allegation that would entitle them to punitive damages.

23. Some or all of Plaintiffs' claims are barred, or may become barred during the course of this proceeding, by collateral estoppel and res judicata.

23. Plaintiffs' claims for liability and/or damages may be barred in whole or in part by after-acquired evidence including, but not limited to, information discovered subsequent to the employment actions at issue herein, or subsequent to the filing of the FAC, including but not limited to evidence of misconduct, misrepresentation, unclean hands, malfeasance or other reasons.

24. Applicable law does not permit Plaintiffs to recover future damages.

25. Some or all of Plaintiffs' claims are barred, or may become barred during the course of this proceeding, by collateral estoppel and res judicata.

26. Plaintiffs are not entitled to a jury trial on some or all of their claims for relief.

Defendants reserve the right to amend their answer to add additional or other affirmative defenses or to delete or withdraw affirmative defenses or to add counterclaims as may become necessary after reasonable opportunity for appropriate discovery. Defendants reserve the right to supplement or amend any part of their Answer, including their affirmative and special defenses, based on completion of discovery in this lawsuit.

Dated: April 28, 2026

Respectfully submitted,

/s Brian M. Schwartz

Brian M. Schwartz (P69018)

Erika L. Giroux (P81998)

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CERTIFICATE OF SERVICE

The undersigned hereby certifies that on April 28, 2026, a copy of the foregoing document was filed via the Court's ECF/CM filing system, which will send notification to all attorneys of records.

/s Brian M. Schwartz
Brian M. Schwartz (P69018)