STATE OF MICHIGAN

COURT OF CLAIMS

AHAB CHOPRA,

Plaintiff,

v

Case No. 25-000021-MM

BOARD OF REGENTS OF THE UNIVERSITY OF MICHIGAN,

Hon. James Robert Redford

Defendant.
_____/

OPINION AND ORDER GRANTING IN PART AND DENYING IN PART DEFENDANT'S 3/19/25 MOTION FOR SUMMARY DISPOSITION

Plaintiff, Ahab Chopra, filed suit against defendant, the University of Michigan Board of Regents, after he was required to voluntarily withdraw from the University of Michigan Medical School. Plaintiff raised constitutional, contractual, and quasi-contractual claims, asserting that defendant failed to follow its own procedures in investigating and penalizing him, and that defendant's acts and omissions denied him the right to fair and just treatment under the Due Process Clause of the Michigan Constitution. Before discovery began, defendant moved for summary disposition under MCR 2.116(C)(8) and (C)(10), arguing that the fair-and-just-treatment clause does not apply to universities and that the policy documents identified by plaintiff cannot form the basis of a contractual or promissory estoppel claim. The Court GRANTS defendant's motion for summary disposition of plaintiff's constitutional challenge in Count I, but DENIES defendant's motion in relation to Counts II, III, and IV.

I. BACKGROUND

The Court first summarizes the factual background of this case. Because defendant seeks summary disposition under MCR 2.116(C)(8) and (C)(10), it is necessary that the facts be evaluated in the light most favorable to plaintiff as the nonmoving party.

Plaintiff was a third-year dual enrollment medical and graduate student at the University of Michigan (UM) with access to Michigan Medicine's (MM) MiChart medical records database.[1] On May 27, 2024, plaintiff accessed the MiChart record of his manager at an MM lab, Ms. E. The initial landing page, called the Patient Station, contains basic demographic information about the patient. Plaintiff looked at Ms. E's Patient Station to find her birthdate and asserts that he looked no further. Plaintiff believed accessing information from outside the actual medical file on MiChart did not violate any privacy policies.

An unidentified person reported plaintiff for accessing Ms. E's MiChart record for improper purposes. On June 28, 2024, UM Medical School Assistant Dean for Student Affairs Erin McKean notified plaintiff that he had been accused of a serious disciplinary violation and Associate Dean for Medical Student Education Seetha Monrad notified plaintiff that his access to MiChart had been permanently suspended. Three days later, McKean notified plaintiff that his conduct had been classified as a Level 4 violation: "workforce member willfully and intentionally accesses, uses, or discloses confidential information with blatant disregard for the confidentiality or disclosure of large volume or extent of patient information." Plaintiff was further advised that

[1] Michigan Medicine refers to the hospital system connected with, but separate from, the University of Michigan Medical School.

he could not appeal the violation classification and that a Level 4 violation required the student's exit from the school, by either voluntary withdrawal or involuntary dismissal. Plaintiff unsuccessfully attempted to plead his case to UM's Compliance Office. By July 30, 2024, plaintiff was also terminated from his paid positions as a graduate student at UM "due to the serious nature of these events."

Plaintiff reviewed the various policies and procedures provided by UM and MM to medical students. He focused on "[MM] Discipline for Violations of Privacy or Security of Protected Health Information (PHI) or Other Sensitive Information for All [MM] Workforce Policy, 01-04-390" (Policy) and the UM Medical School Bulletin of Policies and Procedures (Bulletin). Plaintiff contended that the Policy and Bulletin outlined mandatory procedures that must be followed when a privacy violation occurs and raised allegations regarding defendant's failure to comply with its procedures in his case. Those allegations are not relevant to defendant's current motion for summary disposition. However, as a result of these alleged violations, plaintiff contended he was improperly compelled to voluntarily withdraw on September 13, 2024, amounting to constructive expulsion.

Plaintiff raised four counts against defendant in his complaint. In Count I, plaintiff alleged that defendant did not provide "Fair and Just Treatment" under Const 1963, art 1, § 17, which requires fair and just treatment in the course of legislative and executive investigations and hearings. In Count II, plaintiff alleged that defendant breached an express contract—the Bulletin—by failing to follow its provisions during its investigation, adjudication, and punishment of plaintiff. In Count III, plaintiff alleged that defendant breached a contract implied in law, asserting that a contract "was implied from the words, actions, and publications issued by" UM to its students. Within this count, plaintiff cited *Allen v Mich State Univ*, ___ Mich App ___; ___

NW3d ___ (2024) (Docket No. 358135), p 15, for the proposition that "when one is admitted to a college, there is an implied understanding that he shall not be arbitrarily dismissed therefrom." In Count IV, plaintiff contended that even if there were no contract, he was entitled to relief on promissory estoppel grounds. Defendant accepted plaintiff's tuition and provided University policies on which plaintiff reasonably relied.

Defendant responded with a motion for summary disposition under MCR 2.116(C)(8) and (C)(10). Defendant contended that the fair-and-just treatment clause of the Michigan Constitution does not apply to public universities. It also contended that neither the Bulletin nor the Policy was an express or implied-in-law contract, and that plaintiff could not establish a claim for promissory estoppel based on those documents.

II. MICHIGAN MEDICINE POLICY 01-04-390

Resolution of defendant's motion requires consideration of the nature of what plaintiff alleges are the "contracts" at issue. The Policy is a document drafted by MM, which took effect on July 1, 2023. Section IV of the Policy outlines the "Procedure" following a report of a privacy violation. A report "trigger[s] an investigation by the [MM] Compliance Office Privacy Program," the outcome of which will be shared with UM Medical School. The Policy, standing alone, does not dictate the discipline for a privacy violation. "The level of disciplinary action will be in accord with the minimum discipline required under all applicable policies."

Following the investigation, "the Level of Violation is determined by the [MM] Privacy Violation Review Committee" (PVRC) "in accordance with" a list of examples that accompanies the policy and "consistent with" decisions made in prior cases. A Level 4 violation, like the one involved in this case

> occurs when a workforce member willfully and intentionally accesses, uses, or discloses confidential information with blatant disregard for the confidentiality of patient information. Such blatant disregard may be evidenced by, but is not limited to: Use or disclosure for personal use or personal gain; access, use or disclosure that may cause patient or organizational harm or with malicious intent or failure to comply with information security safeguards that result in loss of availability, integrity, and confidentiality of systems or data.

The third step is to determine the disciplinary action. A medical student who commits a Level 4 violation has only one avenue of discipline: "Termination with documentation forwarded to the applicable Dean of the school that the student attends." This means that the MM will terminate the employment of the medical student. That student then can no longer complete necessary clinical experience at MM. Because termination is required for a Level 4 violation, the PVRC may not consider aggravating and mitigating circumstances to select the type of discipline.

III. BULLETIN

The UM Bulletin "Policies and Procedures for Registration, Assessment and Grading, Records, Advancement, and Graduation" begins with a preamble stating that "[s]tudents will be held accountable for compliance with applicable law and Medical School, [MM], and University policies and procedures." After outlining the various duties of students attending UM Medical School, the Bulletin turns to the impacts on a student who does not comply. The Bulletin provides that UM may dismiss a student, meaning the "permanent removal of a student from registration by the Competency Committee when the Committee has determined that a student's academic performance and/or professional behavior does not meet the Medical School's standards, or that the student has violated Medical School, [MM], or University policies."

The Bulletin describes at length the process for investigating a student's violation of Bulletin provision, as well as the process and procedures for dismissing a student. This includes

identification of the various departments and officials tasked with holding hearings, reviewing evidence, and making decisions along the disciplinary route. The Bulletin also provides detailed steps for reviewing disciplinary violations and the steps for a student to appeal at the conclusion of the process.

Importantly, the Bulletin advises students that UM will follow the policies and procedures for professionalism that are outlined by MM. In addition to the violation levels outlined in the MM policy, the Bulletin describes categories of professional duty violations. Type 1, the most serious, includes breaches of confidentiality. The Bulletin also advises that when an allegation of unprofessional behavior is levied, there "are several processes for managing such cases." The plaintiff alleges the Policy and the Bulletin do not stand alone, but rather, are to be considered together with other principals in evaluating whether or not plaiuntiff has set forth claims that, at least at this juncture, are able to survive summary disposition.

IV. MOTION FOR SUMMARY DISPOSITION

Defendant seeks summary disposition under MCR 2.116(C)(8) and (C)(10).

> A motion under MCR 2.116(C)(8) tests the *legal sufficiency* of a claim based on the factual allegations in the complaint. When considering such a motion, a trial court must accept all factual allegations as true, deciding the motion on the pleadings alone. A motion under MCR 2.116(C)(8) may only be granted when a claim is so clearly unenforceable that no factual development could possibly justify recovery.
>
> A motion under MCR 2.116(C)(10), on the other hand, tests the *factual sufficiency* of a claim. When considering such a motion, a trial court must consider all evidence submitted by the parties in the light most favorable to the party opposing the motion. A motion under MCR 2.116(C)(10) may only be granted when there is no genuine issue of material fact. A genuine issue of material fact exists when the record leaves open an issue upon which reasonable minds might differ. [*El-Khalil v Oakwood Healthcare, Inc*, 504 Mich 152, 159-160; 934 NW2d 665 (2019) (cleaned up).]

V. CONSTITUTIONAL CLAIM

There are two components to Const 1963, art 1, § 17—the due-process clause and the fair-and-just-treatment clause. Although the due-process clause of the Michigan Constitution is coextensive with the federal constitutional right, *Grimes v Van Hook-Williams*, 302 Mich App 521, 530; 839 NW2d 237 (2013), the same is not true of the fair-and-just-treatment clause. It applies only to executive or legislative investigations and hearings. In relation to his constitutional claim, plaintiff contends that he raised both a standard due-process and a fair-and-just-treatment challenge. However, the plain language of the complaint is limited to a fair-and-just treatment challenge.

The fair-and-just-treatment clause of Const 1963, art 1, § 17 provides, "The right of all individuals, firms, corporations and voluntary associations to fair and just treatment in the course of legislative and executive investigations and hearings shall not be infringed."

> The plain text conveys that the protection of fair and just treatment applies only in the course of, or during, either a legislative or executive investigation or hearing. Further, the historical context in which this clause was adopted suggests that it was intended to protect against the excesses and abuses of Cold War legislative or executive investigations or hearings. [*By Lo Oil Co v Dep't of Treasury*, 267 Mich App 19, 40; 703 NW2d 822 (2005) (cleaned up).]

Plaintiff has cited no precedent holding that the fair-and-just-treatment clause applies to universities. Likewise, defendant has cited no precedent expressly holding that it does not.

In *Eid v Wayne State Univ*, 599 F Supp 3d 513 (ED Mich 2022), the defendant argued that a university professionalism hearing is not an executive or legislative investigation or hearing and, therefore, the fair-and-just-treatment clause was inapplicable. Citing *Ammend v BioPort, Inc*, 322 F Supp 2d 848, 857 (WD Mich 2004), the plaintiff contended that because the defendant was

required to provide a financial accounting to the Legislature on an annual basis, it fell within the executive branch of the government, making the university subject to the fair-and-just-treatment clause. *Eid*, 599 F Supp 3d at 541. The federal district court questioned the applicability of *Ammend*, but conceded that 11 years after *Ammend*, the Sixth Circuit held that a university was an "arm of the State" in *Kreipke v Wayne State Univ*, 807 F3d 768, 781 (CA 6 2015). This was not dispositive, however. "That WSU is an arm of the Michigan [sic] does not necessarily mean that the academic process Plaintiff underwent was an 'executive investigation [or] hearing' subject to the Fair and Just Treatment Clause." *Eid*, 599 F Supp 3d at 541. The federal district court ultimately did not answer whether the fair-and-just-treatment clause applied to the defendant because sovereign immunity barred the plaintiff's federal claims in that case. *Id.* at 542.

In *People v Nutt*, 469 Mich 565, 573-574; 677 NW2d 1 (2004), the Supreme Court wrote:

> Our goal in construing our Constitution is to discern the original meaning attributed to the words of a constitutional provision by its ratifiers. To this end, we apply the rule of "common understanding." In applying this principle of construction, the people are understood to have accepted the words employed in a constitutional provision in the sense most obvious to the common understanding and to have ratified the instrument in the belief that that was the sense designed to be conveyed. Constitutional Convention debates and the Address to the People are certainly relevant as aids in determining the intent of the ratifiers. [Quotation marks and citations omitted.]

Absent any precedent on point, the Court declines to extend the fair-and-just-treatment clause to university disciplinary proceedings. There is no reason to believe the ratifiers of the Constitution intended universities to be held to a higher standard than that proscribed in Const 1963, art 6, § 28: that its disciplinary decisions must be supported by competent, material, and substantial evidence. Because plaintiff did not raise a standard due-process challenge in his complaint, the Court GRANTS defendant's motion for summary disposition of Count I of plaintiff's complaint.

VI. CONTRACT-BASED CLAIMS

In Counts II, III, and IV, plaintiff contended that the Policy and Bulletin are either express or implied-in-law contracts, and if not, that promissory estoppel prevented defendant from breaching those documents.

A. EXPRESS CONTRACT

In relation to plaintiff's express contract claim, defendant contends that documents like the Bulletin can never form a contract between a university and its students, but also argues that plaintiff did not read the Bulletin before enrolling at the medical school and, therefore, it could not form part of his contract. Plaintiff counters that the Bulletin was an express contract that called for mutual performance on both the student's and University's part, and plaintiff accepted the obligations imposed on him. At a minimum, plaintiff contends, whether the Bulletin amounted to an express contract is a question of fact.

First, the Court rejects defendant's position that there are no circumstances by which the Bulletin could be an express contract because plaintiff did not actually read it before enrolling. Plaintiff was in his third year of medical school when the events in question occurred. By reenrolling each year, plaintiff is able to assert that he essentially accepted the terms of the Bulletin. As stated by plaintiff, by the time of the events giving rise to this case, plaintiff "had long since expressed his acceptance of the terms of the policies" by continuing his enrollment and employment at UM.

And contrary to defendant's arguments, a document like the Bulletin can potentially form a contract between a student and a university.

In *Cuddihy v Wayne State Univ Bd of Governors*, 163 Mich App 153; 413 NW2d 692 (1987), the Court of Appeals held that statements by individual university officials could not form a contract. In *Cuddihy*, 163 Mich App at 155, the plaintiff was dismissed from her Masters of Education program based on poor academic grades and her internal appeals were denied. The plaintiff filed suit, "seeking certification in accordance with her 'contract' between" the student and the university. *Id.* The plaintiff claimed her academic advisor promised her she would graduate by a certain date. The Court of Appeals interpreted the plaintiff's claims as sounding in implied contract or promissory estoppel. *Id.* at 157. And the Court held that the statement of an academic advisor did not amount to an enforceable promise. *Id.* at 157-158.

Cuddihy was addressed extensively in *Allen v Mich State Univ*, ___ Mich App at ___, p 3. In *Allen*, the plaintiff students filed suit against Michigan State University, contending that the defendants violated their contract with students by switching to virtual classes during the COVID-19 pandemic. The defendants contended that *Cuddihy* "rejected the notion that student handbooks or other similar informational materials may create implied contracts between a student and university." *Id.*, p 12. The Court of Appeals found no evidence of mutual assent to form an express contract in *Allen*. Further, the university catalog stated that the defendants reserved the right to make changes in its programs. *Id.*, pp 12-13.

In relation to the implied contract theory, however, the Court of Appeals wrote:

> Additionally, our Supreme Court has stated that "when one is admitted to a college, there is an implied understanding that he shall not be arbitrarily dismissed therefrom." *Booker v Grand Rapids Med College*, 156 Mich 95, 99-100; 120 NW 589 (1909). The *Ewing* Court also conceded that a student may generally have an "implied contract right to continued enrollment free from arbitrary dismissal." [*Regents of the Univ of Mich v*] *Ewing*, 474 US [214, 223; 106 S Ct 507; 88 L Ed 2d 523 (1985).] [*Allen*, ___ Mich App at ___, p 15.]

The *Allen* Court noted, however, that the catalog "included a broad reservation of rights to amend" the class formats. *Id.*, p 16.

In *Doe v Northern Mich Univ*, 393 F Supp 3d 683, 699 (WD Mich 2019), a federal district court ruled that a university's disciplinary policies are a contract:

> "[A] student may raise breach of contract claims arising from a university's alleged failure to comply with its rules governing disciplinary proceedings." *Anderson v Vanderbilt Univ*, 450 F App'x 500, 502 (CA 6 2011). However, the appropriate question in the context of these breach of contract claims is "whether the proceedings fell within the range of reasonable expectations of one reading the relevant rules, an objective reasonableness standard." *Faparusi v Case Western Reserve Univ*, 711 F App'x 269, 277 (CA 6 2017) (quotation marks omitted).

The Bulletin's "Policies and Procedures for Registration, Assessment and Grading, Records, Advancement, and Graduation" starts with a preamble that states: "Students will be held accountable for compliance with applicable law and Medical School, [MM], and University policies and procedures." This section of the Bulletin goes on to provide a detailed and extensive procedure for investigating, hearing, and penalizing academic and disciplinary challenges. There is no statement indicating UM's intent to limit its obligation to comply with the Bulletin. The preamble and detailed policies and procedures set forth in the Bulletin create at least a question of fact that the Bulletin may create an express contract between UM and its students, precluding summary disposition at this stage of the proceedings. The Court DENIES defendant's motion for summary disposition of plaintiff's Count II.

B. CONTRACT IMPLIED-IN-LAW

Allen also precludes summary disposition of plaintiff's claim that the Bulletin and Policy are implied-in-law contracts between student and UM/MM.

An implied-in-law contract is also known as a quasi-contract. It "does not require a meeting of minds, but is imposed by fiction of law, to enable justice to be accomplished, even in case no contract was intended." *Wright v Genesee Co*, 504 Mich 410, 434 n 9; 934 NW2d 805 (2019) (quotation marks and citation omitted). "A contract may be implied in law where there is a receipt of a benefit by a defendant from a plaintiff and retention of the benefit is inequitable, absent reasonable compensation." *In re Matter of Estate of Lewis*, 168 Mich App 70, 74; 423 NW2d 600 (1988). As noted, *Allen*, ___ Mich App at ___, p 15, held that the *Cuddihy* opinion "does *not* state that student handbooks, course catalogs, or other informational materials issued by a university can never create any type of contractual obligations." (Emphasis added.) Rather, there is an implied understanding that a student is entitled to continued enrollment without arbitrary dismissal. *Id.* at p 15.

Here, defendant accepted plaintiff's tuition and plaintiff was obligated to follow certain university policies and procedures. Defendant provided the Bulletin, and MM the Policy, which outlined defendant's expectations of plaintiff and the method by which defendant would handle disciplinary proceedings. If these did not form an express contract, there is a question of fact whether the Bulletin and Policy formed a contract implied in law. The *Allen* Court recognized that students could enjoy an implied contractual right to continued enrollment and protection against arbitrary dismissal. The Bulletin and Policy in this case create at least a question of fact, which precludes summary disposition on this claim at this time. Accordingly, the Court finds a genuine issue of material fact regarding the existence of an implied-in-law contract and DENIES defendant's motion for summary disposition of Count III.

C. PROMISSORY ESTOPPEL

Finally, defendant contends that plaintiff's promissory estoppel claim fails because students cannot bring such claims based on statements in university publications, and because plaintiff cannot claim reliance based on alleged promises that he did not review before agreeing to enroll at UM.

To demonstrate a claim for promissory estoppel,

> a plaintiff must establish the following elements: (1) a promise, (2) that the promisor should reasonably have expected to induce action of a definite and substantial character on the part of the promisee, and (3) that in fact produced reliance or forbearance of that nature in circumstances such that the promise must be enforced if injustice is to be avoided. [*Bodnar v St John Providence Hosp*, 327 Mich App 203, 226-227; 933 NW2d 363 (2019) (quotation marks and citation omitted).]

Plaintiff created a genuine issue of material fact in this regard. Again, *Allen* supports that the Bulletin and Policy can potentially form the promise necessary to support a promissory estoppel claim. The preamble to the Bulletin indicates that defendant intended to be bound by that document, and that it intended its students to be bound. Taken in the light most favorable to the plaintiff, there is at least some evidence to suggest that defendant should have expected the Bulletin to induce action on plaintiff's part. Even if plaintiff did not read the Bulletin and Policy before accepting admission to UM, he had received these documents by his third year of enrollment. Plaintiff created a genuine issue of material fact that he relied on the Bulletin and Policy as part of his continued enrollment.

Given these questions of fact, the Court also DENIES defendant's motion for summary disposition of plaintiff's Count IV.

VII. CONCLUSION

Accordingly,

1. The Court GRANTS IN PART AND DENIES IN PART defendant's motion for summary disposition.

2. The Court DISMISSES plaintiff's Count I only.

3. Counts II, III, and IV of plaintiff's first amended complaint remain pending before the Court.

4. This is not a final order resolving all issues in this case.

Date: December 30, 2025

James Robert Redford
Judge, Court of Claims