

1 Gregory Kasin, State Bar # 20863991  
2 University of San Francisco, School of Law  
2130 Fulton St.  
3 San Francisco, CA, 94117  
Telephone: (858)334-8713  
4 E-Mail: gakasin@usfca.edu

5 Attorneys for Defendant

6 MERIDIAN STATE UNIVERSITY

7  
8 UNITED STATES DISTRICT COURT FOR THE DISTRICT OF MERIDIAN

9  
10 SAM RODRIGUEZ,

11 Plaintiff,

12 v.

13 MERIDIAN STATE UNIVERSITY,

14 Defendant.  
15  
16  
17

Case No. 123456

MEMORANDUM OF POINTS AND  
AUTHORITIES IN SUPPORT OF  
DEFENDANT'S MOTION FOR SUMMARY  
JUDGMENT

## TABLE OF CONTENTS

<b>I. INTRODUCTION</b> .....	2
<b>II. QUESTION PRESENTED</b> .....	2
<b>III. STATEMENT OF FACTS</b> .....	3
<b>IV. ARGUMENT</b> .....	5
A. Summary Judgment Is Appropriate Because Plaintiff Cannot Establish Essential Elements of His Claims. ....	5
B. Summary Judgment Should Be Granted Because Plaintiff Was the Primary Beneficiary of an Academic Program and Not an Employee. ....	5
1. Although Compensated, Plaintiff Understood His Role Was an Academic Experience, Defeating His FCA Claim, and Supporting Summary Judgment.....	6
2. Summary Judgment Should Be Granted Since Plaintiff Received Educational Training and Faculty Supervision, and His Work Was Integrated Into His Degree Program. ....	7
3. The Program Accommodated Plaintiff’s Academic Commitments and Did Not Displace Employees, Favoring Student Status and Summary Judgment. ....	8
4. The Inherently Temporary Nature of Plaintiff’s Single-Semester Capstone Project and Lack of Entitlement to Future Employment Favor Summary Judgment. ....	10
C. Plaintiff’s False Claims Act Retaliation Claim Fails as a Matter of Law, Requiring Summary Judgment.....	11
1. Plaintiff Cannot Establish a Prima Facie Case of FCA Retaliation Because He Did Not Engage in Protected Activity, So Summary Judgment Must Be Granted. ....	12
2. The University Had No Notice of Any Alleged Protected Activity, So Summary Judgment Must Be Granted. ....	13
3. Plaintiff Cannot Establish But-For Causation or Pretext Because the University Had Legitimate, Non-Retaliatory Reasons for Eliminating His Position. ....	15
<b>V. CONCLUSION</b> .....	17

**TABLE OF AUTHORITIES**

**CASES**

*Anderson v. Liberty Lobby, Inc.*,  
477 U.S. 242 (1986).....5

*Celotex Corp. v. Catrett*,  
477 U.S. 317 (1986).....5

*Walling v. Portland Terminal Co.*,  
330 U.S. 148 (1947).....5, 6, 7

*Glatt v. Fox Searchlight Pictures, Inc.*,  
811 F.3d 528 (2d Cir. 2016).....passim

*Harrington v. Aggregate Indus. Ne. Region, Inc.*,  
668 F.3d 25 (1st Cir. 2012).....12, 15, 16

*Hickman v. Spirit of Athens, Ala., Inc.*,  
985 F.3d 1284 (11th Cir. 2021).....12, 13

*Hollins v. Regency Corp.*,  
867 F.3d 830 (7th Cir. 2017).....7, 8

*Lestage v. Coloplast Corp.*,  
982 F.3d 37 (1st Cir. 2020).....15, 16

*Musser v. Paul Quinn Coll.*,  
944 F.3d 557 (5th Cir. 2019).....15, 16

*Schumann v. Collier Anesthesia, P.A.*,  
803 F.3d 1199 (11th Cir. 2015).....7, 10, 11

*Singletary v. Howard Univ.*,  
939 F.3d 287 (D.C. Cir. 2019).....13, 14

*United States ex rel. Strubbe v. Crawford Cty. Mem'l Hosp.*,  
915 F.3d 1158 (8th Cir. 2019).....14

*Wang v. Hearst Corp.*,  
877 F.3d 69 (2d Cir. 2017).....9, 10

*United States ex rel. Schweizer v. Océ N. Am., Inc.*,  
956 F. Supp. 2d 1 (D.D.C. 2013).....5

**STATUTES**

29 U.S.C. § 203 .....	5
29 U.S.C. § 206 .....	5
29 U.S.C. § 207 .....	5
31 U.S.C. § 3730(h) .....	4, 12
<b>FEDERAL RULES</b>	
Fed. R. Civ. P. 56 .....	5

1  
2 **I. INTRODUCTION**

3 Defendant Meridian State University (“MSU”) moves for summary judgment on the False  
4 Claims Act (“FCA”) retaliation claim asserted by Plaintiff Sam Rodriguez. A foundational principle of  
5 our legal system is that courts are not at liberty to rewrite the law. Yet, rewriting the law is exactly what  
6 Plaintiff asks this Court to do. His lawsuit attempts to force a round peg into a square hole by distorting  
7 two distinct statutes to accommodate a fictional narrative of retaliation. Because the undisputed  
8 material facts demonstrate that Plaintiff cannot establish the essential elements of his claim, MSU is  
9 entitled to summary judgment as a matter of law for three independent reasons.

10 First, Plaintiff was not an “employee.” Under the Glatt primary beneficiary test, Plaintiff was a  
11 student fulfilling a mandatory academic capstone requirement, not a compensable employee under the  
12 Fair Labor Standards Act. Because employee status is a threshold requirement, this failure is fatal to  
13 his FCA claim.

14 Second, Plaintiff did not engage in protected activity. His internal reports regarding routine IT  
15 vulnerabilities were part of his assigned academic duties and did not place MSU on notice of any  
16 alleged fraud against the federal government. Therefore, his actions cannot support a claim for  
17 retaliation under the FCA.

18 Finally, Plaintiff cannot establish but-for causation. Even if Plaintiff could make out a prima  
19 facie case, the undisputed record confirms that MSU eliminated his position pursuant to a pre-existing,  
20 budget-driven departmental restructuring. This forecloses any reasonable inference that retaliation  
21 caused his termination. Because there is no genuine dispute as to any material fact, the Court should  
grant summary judgment in favor of MSU.

**II. QUESTION PRESENTED**

1 Under the False Claims Act, and applying the *Glatt* “primary beneficiary” test to determine  
2 employee status, can a plaintiff establish an actionable FCA retaliation claim where he participated in a  
3 clinical academic program for mandatory degree credit, his internal reports and newspaper articles  
4 raised no allegations of fraud against the federal government at the time, and his position was  
5 eliminated as part of a pre-existing, budget-driven departmental restructuring?

### 6 III. STATEMENT OF FACTS

7 MSU is a public research institution. In August 2024, Plaintiff Sam Rodriguez was a senior  
8 computer science major enrolled in CS 495: Advanced Cybersecurity, a mandatory six-credit capstone  
9 course requiring students to complete a substantial real-world research project to satisfy graduation  
10 requirements. To fulfill this academic requirement, Plaintiff applied for and accepted a Systems  
11 Security Research Assistant position exclusively through MSU’s Academic Experience Program  
12 (“AEP”). The University's HR manual defines the AEP as a vehicle to provide "educational  
13 opportunities for students to gain professional experience" related to their academic field. Participation  
14 required Plaintiff to maintain full-time enrollment and demonstrate that his work directly related to his  
15 coursework. He received compensation of \$18 per hour.

16 Plaintiff’s AEP position was designed to be educational and complementary to professional  
17 staff. His work was jointly supervised by Professor Maria Santos, who evaluated his research for  
18 academic credit, and IT Security Coordinator Sarah Kim, who provided operational oversight.  
19 Plaintiff’s position description explicitly required him to "conduct security assessments and  
20 vulnerability analysis" as part of his academic research. He was provided basic cybersecurity training  
21 and granted limited "Level 2 system access". Primary responsibility for actual operational decisions  
and risk management remained with external cybersecurity consultants and MSU's professional IT  
staff.

1 On August 18, 2024, while conducting research for his capstone project, Plaintiff identified a  
2 vulnerability in MeridianConnect, the University’s student information system. He submitted a written  
3 report describing the vulnerability to his supervisors through official channels the following day, and  
4 later submitted a follow-up analysis elevating the severity of the vulnerability on September 10, 2024.  
5 Subsequently, Plaintiff published an article in the student newspaper detailing his cybersecurity  
6 research findings. By publishing these findings without proper coordination with faculty and  
7 administrative oversight, Plaintiff violated AEP confidentiality guidelines, prompting the University to  
8 initiate disciplinary review procedures.

9 Around the same period, MSU administrators circulated an internal memorandum in September  
10 2024, prior to Plaintiff’s September 10 escalated vulnerability report, discussing budget pressures and  
11 the potential restructuring of AEP programs. On October 21, 2024, IT Director Marcus Chen sent an  
12 email to university counsel referring to the situation with Plaintiff as "a problem that needs to be  
13 solved". On October 25, 2024, Chen informed Plaintiff that the cybersecurity component of the AEP  
14 was being discontinued. Driven by budget constraints, the University consolidated cybersecurity  
15 functions within its professional IT staff. As a result, the University legitimately eliminated Plaintiff’s  
16 position alongside a second AEP IT Security position that had been vacant since August, while  
17 students in AEP positions funded through other departments retained their roles. Despite the  
18 elimination of his AEP position and the disciplinary proceedings, Plaintiff was permitted to continue  
19 his academic program, fulfilled his capstone requirement, and graduated on schedule.

20 Plaintiff Sam Rodriguez initiated this action against Defendant Meridian State University  
21 (“MSU”), asserting a single claim for retaliation under the False Claims Act (“FCA”), 31 U.S.C. §  
3730(h). He alleges that he qualifies as an “employee” under the Fair Labor Standards Act (“FLSA”),  
rather than a student intern, and is therefore entitled to FCA protection.

1 Following discovery, MSU moves for summary judgment, arguing that Plaintiff cannot  
2 establish the elements of his claim. Specifically, MSU contends that Plaintiff was not an employee, did  
3 not engage in protected activity, and was terminated for legitimate, non-retaliatory reasons, including  
4 departmental restructuring and policy violations.

#### 5 IV. ARGUMENT

##### 6 **A. Summary Judgment Is Appropriate Because Plaintiff Cannot Establish Essential Elements of 7 His Claims.**

8 Under Federal Rule of Civil Procedure 56, summary judgment must be granted when the  
9 movant demonstrates that there is no genuine dispute as to any material fact and the movant is entitled  
10 to judgment as a matter of law. Fed. R. Civ. P. 56(a); *see also Anderson v. Liberty Lobby, Inc.*, 477 U.S.  
11 242, 247 (1986); *United States ex rel. Schweizer v. Océ N. Am., Inc.*, 956 F. Supp. 2d 1, 12 (D.D.C.  
12 2013). Once the moving party identifies the absence of evidence supporting an essential element of the  
13 nonmovant’s claim, the burden shifts to the nonmovant to produce admissible evidence demonstrating  
14 a genuine issue for trial. *Celotex Corp. v. Catrett*, 477 U.S. 317, 325 (1986). Here, Rodriguez cannot  
15 establish that he was an employee under the *Glatt factors* and therefore is not entitled to protection  
16 under the False Claims Act. Even if the Court were to find that Rodriguez qualified as an employee, he  
17 still cannot satisfy the elements required to establish an FCA claim, so summary judgment must be  
18 granted.

##### 19 **B. Summary Judgment Should Be Granted Because Plaintiff Was the Primary Beneficiary of an 20 Academic Program and Not an Employee.**

21 The Fair Labor Standards Act requires employers to pay minimum wage and overtime to  
covered “employees,” defined broadly as individuals whom an employer “suffers or permits to work.”  
29 U.S.C. §§ 206–207; *id.* § 203(e)(1), (g). However, the Supreme Court has recognized that this

1 definition does not extend to individuals who work primarily for their own educational or vocational  
2 benefit. *See Walling v. Portland Terminal Co.*, 330 U.S. 148, 152 (1947). Courts determine whether a  
3 student intern qualifies as an employee using the “primary beneficiary” test, which examines the  
4 economic reality of the relationship. Under *Glatt v. Fox Searchlight Pictures, Inc.*, courts consider  
5 seven non-exhaustive factors: (1) whether the parties understand there is no expectation of  
6 compensation; (2) whether the internship provides training similar to an educational environment; (3)  
7 whether the position is tied to the student’s formal education through coursework or academic credit;  
8 (4) whether it accommodates the academic calendar; (5) whether its duration is limited to the period of  
9 beneficial learning; (6) whether the work complements rather than displaces paid employees; and (7)  
10 whether there is no expectation of a paid job at the conclusion of the program. *Glatt*, 811 F.3d at  
11 536–37. No single factor is dispositive, and courts weigh the totality of the circumstances. *Id.* at 537.  
12 Here, the undisputed facts demonstrate that Rodriguez participated in a program designed to integrate  
13 academic learning with practical training and to satisfy his degree requirements. Accordingly, he was  
14 the primary beneficiary of the relationship and not an employee under the *Glatt* test, so summary  
15 judgment must be granted.

16  
17  
18  
19  
20  
21

**1. Although Compensated, Plaintiff Understood His Role Was an Academic Experience,  
Defeating His FCA Claim, and Supporting Summary Judgment .**

Under the first *Glatt* factor, courts examine whether the parties understood there was no  
expectation of compensation. *Id.* at 536–37. Although payment may suggest employment, it is not  
dispositive, and compensation alone does not transform a student into an employee. *See Walling v.*  
*Portland Terminal Co.*, 330 U.S. 148, 150, 152, 153 (1947) (noting that the trainees "should be given a  
retroactive allowance of \$4 per day," but "[t]he findings do not indicate that the railroad ever undertook  
to pay, or the trainees ever expected to receive, any remuneration for the training period other than the

1 contingent allowance"; stating that the definitions of 'employ' and 'employee' "cannot be interpreted so  
2 as to make a person whose work serves only his own interest an employee of another person who gives  
3 him aid and instruction"; and concluding that "[a]ccepting the unchallenged findings here that the  
4 railroads receive no 'immediate advantage' from any work done by the trainees, we hold that they are  
5 not employees within the Act's meaning").

6 Here, analogous to *Walling*, where some trainees received compensation, Plaintiff also received  
7 modest compensation of \$18 an hour meaning compensation alone is not dispositive. The case at bar is  
8 distinguished from *Walling* because trainees there were only paid \$4 per day, contingent upon  
9 satisfactorily completing the program, while here Plaintiff was paid for his work unconditionally.  
10 Requiring that compensated students be treated as employees would discourage universities and  
11 similar institutions from offering paid academic opportunities at all, undermining programs that enable  
12 students to complete required training while supporting themselves financially. Moreover,  
13 compensation is only one factor in the analysis and is not dispositive.

14 **2. Summary Judgment Should Be Granted Since Plaintiff Received Educational Training and**  
15 **Faculty Supervision, and His Work Was Integrated Into His Degree Program.**

16 Courts consistently recognize that when a student's hands-on work is closely supervised and  
17 integrated with academic instruction, the relationship is educational rather than employment.  
18 *Schumann v. Collier Anesthesia, P.A.*, 803 F.3d 1199(11th Cir. 2015). Likewise, where a program  
19 combines classroom learning with supervised practical experience when required for graduation courts  
20 find that students are the primary beneficiaries of the relationship. *Hollins v. Regency Corp.*, 867 F.3d  
21 830, 836 (7th Cir. 2017). In *Hollins*, cosmetology students performed practical services on a clinical  
salon floor as a "mandated requirement for graduation." *Id.* The court held that because the clinical  
program was mandatory for graduation, the students' participation was "fundamentally inconsistent

1 with the notion that during their time on the Performance Floor the students were employees." *Id.*

2 Here, the undisputed facts demonstrate that Plaintiff's role was both closely supervised and  
3 fully integrated into his academic program. Just as the students in *Hollins* received supervised practical  
4 experience on a clinical salon floor, Plaintiff conducted hands-on cybersecurity assessments and  
5 vulnerability analyses under the joint supervision of Professor Santos, who evaluated his work for  
6 academic credit, and IT Security Coordinator Kim, who oversaw operational aspects. Plaintiff  
7 acknowledged that he was evaluated "under supervision of 2 professors and the director of the  
8 program." He also received formal training and was granted limited Level 2 system access, reflecting  
9 his role as a student researcher rather than a full IT employee. At the same time, Plaintiff's position  
10 was directly tied to the completion of his degree. Just as the *Hollins* students had to complete clinical  
11 floor work to graduate, Plaintiff was enrolled in CS 495, a six-credit Advanced Cybersecurity capstone  
12 course requiring a real-world research project, and he applied for the position specifically to fulfill this  
13 requirement and earn academic credit. Consistent with the Academic Experience Program, Plaintiff  
14 was required to maintain full-time enrollment and ensure his work related to his coursework, and his  
15 position description expressly framed his duties as part of his academic research. Plaintiff submitted  
16 his vulnerability findings as part of his capstone project, was graded on that work, and ultimately  
17 satisfied his degree requirements and graduated. As in *Hollins*, where participation in a required,  
18 supervised clinical program was "fundamentally inconsistent" with employee status, Plaintiff's role  
19 here combined structured supervision, formal training, and mandatory academic integration. These  
20 undisputed facts confirm that the position was designed to provide educational benefit, demonstrating  
21 that Plaintiff was the primary beneficiary of the relationship.

**3. The Program Accommodated Plaintiff's Academic Commitments and Did Not Displace  
Employees, Favoring Student Status and Summary Judgment.**

1 Courts recognize that when a program is structured to accommodate a student's academic  
2 obligations and does not displace paid employees, it reflects an educational relationship rather  
3 than traditional employment. *Wang v. Hearst Corp.*, 877 F.3d 69, 73 (2d Cir. 2017). In *Wang*, the  
4 Second Circuit found that programs designed to fit academic schedules and requiring academic  
5 credit as a prerequisite strongly indicate an internship rather than employment. *Id.* at 74.  
6 Furthermore, the court clarified that an intern's work is "complementary" rather than displacing  
7 if it "requires some level of oversight or involvement by an employee, who may still bear  
8 primary responsibility." *Id.* at 75. The *Wang* court explicitly ruled that an intern can "perform  
9 complementary tasks and in doing so confer tangible benefits on supervisors", meaning it is "no  
longer a problem that an intern was useful or productive." *Id.*

10 Here, the undisputed facts show that Plaintiff's role was built around his academic  
11 commitments unlike traditional employment. Just as the internships in *Wang* were designed to fit  
12 academic schedules and required academic credit, participation in the Academic Experience  
13 Program required Plaintiff to maintain full-time enrollment and demonstrate that his work  
14 directly related to his coursework. His position was specifically created through a partnership  
15 between the Computer Science Department and IT Services to support his six-credit CS 495  
16 Advanced Cybersecurity capstone course, and Plaintiff took the position for academic credit.  
17 Similar to the students in *Wang*, these requirements ensured that Plaintiff's role supported, rather  
18 than conflicted with, his education. Plaintiff's work did not displace professional employees. Just  
19 as the *Wang* court found that interns performing complementary tasks with tangible benefits are  
20 not employees, Plaintiff's vulnerability scanning was strictly complementary. Plaintiff was  
21 granted limited "Level 2 system access," which was intentionally more restricted than that of full  
IT staff and sufficient only for research purposes. Even if his work conferred a tangible benefit

1 to the University, Plaintiff lacked authority to remediate system vulnerabilities and was required  
2 to report issues to higher-level personnel. Consistent with the interns in *Wang*, who required  
3 oversight from employees who bore primary responsibility, Plaintiff's work was continuously  
4 overseen by MSU employees who were responsible for operational decisions and risk  
5 management. Because Plaintiff's role was structured around his academic requirements and  
6 involved supervised, limited, and supplementary work, the undisputed facts confirm that he did  
7 not replace paid employees and that he was the primary beneficiary of the relationship.

8 **4. The Inherently Temporary Nature of Plaintiff's Single-Semester Capstone Project and Lack of  
9 Entitlement to Future Employment Favor Summary Judgment.**

10 A key attribute of an academic internship is that it is temporary and designed for training, not  
11 future employment. *Glatt v. Fox Searchlight Pictures, Inc.*, 811 F.3d 528, 537 (2d Cir. 2016). When a  
12 position is limited to students, tied to an academic requirement, and carries no expectation of  
13 permanent employment, it indicates the student is the primary beneficiary, not an employee under the  
14 Fair Labor Standards Act. *Id.* at 536-37. For example, in *Schumann*, nurse anesthetist students  
15 participated in a clinical program required for their master's degrees. *Schumann v. Collier Anesthesia,*  
16 *P.A.* 803 F.3d 1199, 1204 (11th Cir. 2015). Emphasizing that the internships were temporary and  
17 designed for training, the court noted that the students were notified at the start of their education that  
18 they were not guaranteed employment upon graduation. *Id.* Furthermore, the students signed an  
19 agreement acknowledging that they would not become employed as nurse anesthetists through their  
20 participation in the clinical program. *Id.*

21 The Academic Experience Program(AEP) created no expectation of continued employment  
beyond the capstone requirement. Just as the nursing students in *Schumann* agreed that their clinical  
training would not automatically result in permanent employment, the undisputed facts demonstrate

1 that both Plaintiff and MSU understood his role was an inherently temporary academic placement.  
2 Plaintiff was hired through the MSU's AEP, which the HR manual defines as a vehicle to provide  
3 "educational opportunities for students to gain professional experience in their field of study," rather  
4 than serving as a probationary period for permanent IT staff positions. Furthermore, just as the clinical  
5 program in *Schumann* was tied to the completion of the students' master's degrees, the duration of  
6 Plaintiff's role was strictly limited to the single semester necessary for him to complete his six-credit  
7 CS 495 Advanced Cybersecurity capstone course. Because Plaintiff's placement was tied exclusively  
8 to his student status and the parties understood it carried no entitlement to a paid job upon graduation,  
9 these facts strongly confirm that Plaintiff remained a student trainee and the primary beneficiary of the  
10 relationship.

11 In sum, weighing the Glatt factors overwhelmingly demonstrates that Plaintiff was the primary  
12 beneficiary of his participation in the Academic Experience Program. His role was strictly temporary,  
13 accommodated his academic schedule, and was designed explicitly to fulfill a mandatory six-credit  
14 capstone requirement under faculty supervision. Although he received modest compensation, his  
15 limited, complementary tasks served his own educational advancement and did not displace MSU's  
16 professional IT staff. Because the undisputed material facts establish that Plaintiff was a student trainee  
17 rather than a compensable employee, his FLSA claim fails as a matter of law. Therefore, MSU is  
18 entitled to summary judgment on this threshold issue.

19 **C. Plaintiff's False Claims Act Retaliation Claim Fails as a Matter of Law, Requiring Summary**  
20 **Judgment.**

21 Plaintiff's FCA retaliation claim fails as a matter of law because he cannot establish the  
essential elements of a prima facie case. To survive summary judgment under the McDonnell Douglas  
framework, Plaintiff must prove that; (1) he was an employee who engaged in protected activity, (2)

1 that MSU had knowledge of this activity, (3) and that the activity was the cause of his termination. *See*  
2 *Harrington v. Aggregate Indus. Ne. Region, Inc.*, 668 F.3d 25, 31 (1st Cir. 2012). As established above,  
3 Plaintiff's claim fails at the threshold because he was a student, not a covered employee. Furthermore,  
4 even if this Court were to find otherwise, Plaintiff still cannot satisfy the remaining elements because  
5 his routine internal IT reports and articles were not protected activity, and his position was eliminated  
6 for legitimate, non-retaliatory reasons.

7 **1. Plaintiff Cannot Establish a Prima Facie Case of FCA Retaliation Because He Did Not**  
8 **Engage in Protected Activity, So Summary Judgment Must Be Granted.**

9 Under the False Claims Act (FCA) anti-retaliation provision, an employee engages in  
10 protected activity only if they act to stop conduct that could reasonably lead to the submission of a  
11 false or fraudulent claim to the federal government. 31 U.S.C. § 3730(h)(1); *see also Hickman v.*  
12 *Spirit of Athens, Ala., Inc.*, 985 F.3d 1284, 1289 (11th Cir. 2021) The FCA is not a general anti-fraud  
13 statute; violations arise from fraudulent claims for government payment, not merely regulatory  
14 violations or internal misconduct. *Hickman*, 985 F.3d at 1289. For example, in *Hickman*, the court  
15 granted summary judgment for the employer, holding that employees who investigated questionable  
16 financial practices did not engage in protected activity because they lacked an objectively reasonable  
17 belief that the employer was actually submitting false claims to the federal government. *Id.*  
18 Emphasizing that the Act requires a false claim rather than general allegations of fraud, the court  
19 reasoned that liability arises specifically from the submission of a fraudulent claim, not from the  
20 disregard of government regulations or a failure to maintain proper internal procedures. *Id.* The court  
21 further explained that while an organization may commit any number of legal or ethical violations, the  
FCA protects employees only when the suspected misconduct involves fraud against the federal  
government, not merely violations of general principles of ethics and fair dealing. *Id.*

1 Reporting cybersecurity vulnerabilities related to internal IT policies does not constitute  
2 reporting fraud on the federal government for payment. Here, as in *Hickman*, Plaintiff's retaliation  
3 claim fails as a matter of law because he lacked an objectively reasonable belief that Meridian State  
4 University was submitting false or fraudulent claims to the federal government. The undisputed facts  
5 show that Plaintiff's purported "protected activity" consisted entirely of discovering and reporting a  
6 security vulnerability in the MeridianConnect system while conducting his capstone research. Even if  
7 the University's cybersecurity measures were flawed or non-compliant, this amounts to, at most, a  
8 disregard of government regulations or failure to maintain proper internal procedures, rather than a  
9 fraudulent demand for federal payment. Plaintiff has produced no evidence that his vulnerability scan  
10 uncovered any false claims billed to the federal government, nor did his report to his supervisors allege  
11 any misuse of federal funds. Because the FCA is not a "general anti-fraud statute" designed to police  
12 internal IT shortcomings or general ethical lapses, Plaintiff's reporting of a system vulnerability does  
13 not constitute protected activity, and his retaliation claim must be dismissed as a matter of law

14 **2. The University Had No Notice of Any Alleged Protected Activity, So Summary Judgment**  
15 **Must Be Granted.**

16 To establish retaliation under the False Claims Act, a plaintiff must show the employer  
17 had actual or constructive notice that the employee was engaged in protected activity aimed at  
18 exposing fraud against the federal government. *See Singletary v. Howard Univ.*, 939 F.3d 287,  
19 301 (D.C. Cir. 2019) Performing ordinary job duties or raising internal concerns does not  
20 automatically provide such notice. *Id.* When the alleged activity falls within the employee's  
21 assigned responsibilities, the employee must overcome the presumption that they were simply  
performing their job rather than attempting to stop an FCA violation. *See Singletary v. Howard Univ.*, 939 F.3d 287, 301 (D.C. Cir. 2019) (holding that employees performing their normal job

1 responsibilities must overcome the presumption that they are merely acting in accordance with  
2 their employment obligations to place the employer on notice of protected FCA activity); *United*  
3 *States ex rel. Strubbe v. Crawford Cty. Mem'l Hosp.*, 915 F.3d 1158, 1168 (8th Cir. 2019)  
4 (holding that complaints about internal issues do not constitute protected activity unless the  
5 employee connects the alleged misconduct to fraud against the federal government).

6 Plaintiff's conduct was consistent with his assigned responsibilities as a cybersecurity research  
7 assistant and did not place the University on notice of any attempt to prevent FCA violations. Plaintiff  
8 cannot establish that MSU had notice of any protected FCA activity because his actions fell within his  
9 assigned job responsibilities and failed to allege fraud. Plaintiff was hired as a Systems Security  
10 Research Assistant, a role whose express description required him to "conduct security assessments  
11 and vulnerability analysis" and report his findings to his supervisors. By his own admission, Plaintiff  
12 discovered the MeridianConnect vulnerability during his "assigned work" and reported it through  
13 "official channels" to IT Coordinator Sarah Kim and Professor Maria Santos simply because his  
14 limited "Level 2 access" required him to report issues to higher-ups. Because discovering and  
15 escalating software vulnerabilities was the exact job Plaintiff was hired to perform, MSU reasonably  
16 viewed his report as the routine fulfillment of his academic and operational duties. Just as the  
17 employee in *Singletary* was presumed to be acting in accordance with her employment obligations  
18 when she internally reported the improper laboratory animal housing conditions she was hired to  
19 monitor, Plaintiff merely performed his normal job responsibilities. Furthermore, similar to the  
20 hospital employees in *Strubbe* who complained internally to hospital staff about "financial  
21 wrongdoing" and improper breathing treatments but failed to connect those internal issues to  
fraudulent Medicare billing, Plaintiff's vulnerability report lacked any allegation that the University  
was submitting fraudulent claims or misusing federal funds. Because Plaintiff merely performed his

1 normal job responsibilities and never connected the IT security flaw to fraud against the federal  
2 government, he cannot overcome the presumption that he was simply doing his job. Therefore, the  
3 University lacked the requisite notice of any protected activity, and Plaintiff’s retaliation claim fails as  
4 a matter of law.

5 **3. Plaintiff Cannot Establish But-For Causation or Pretext Because the University Had**  
6 **Legitimate, Non-Retaliatory Reasons for Eliminating His Position**

7 Even if Plaintiff could establish that his internal reports constituted protected activity, his FCA  
8 claim still fails because he cannot demonstrate that this activity was the but-for cause of the adverse  
9 employment action. *See Lestage v. Coloplast Corp.*, 982 F.3d 37, 46 (1st Cir. 2020). If the employer  
10 provides a legitimate, non-retaliatory reason for the decision such as restructuring, budget constraints,  
11 or policy violations, the plaintiff must demonstrate that the explanation is pretextual and that the  
12 adverse action would not have occurred absent a retaliatory motive. *Musser v. Paul Quinn College*, 944  
13 F.3d 557, 561 (5th Cir. 2019). Courts recognize that the elimination of a position as part of a  
14 reorganization or reduction-in-force constitutes a valid, non-retaliatory justification, and that an  
15 employer’s burden at this stage is one of production, not persuasion. *Harrington v. Aggregate*  
16 *Industries–Northeast Region, Inc.*, 668 F.3d 25, 31 (1st Cir. 2012).

17 Plaintiff cannot establish that his reporting of the MeridianConnect vulnerability was the  
18 but-for cause of his termination because Meridian State University has articulated multiple legitimate,  
19 non-retaliatory reasons for its decision. The University discontinued the cybersecurity component of  
20 the Academic Experience Program as part of a broader restructuring driven by budget constraints and  
21 the consolidation of cybersecurity functions within the professional IT staff. As part of this  
reorganization, the University eliminated both Plaintiff’s position and a second AEP IT Security role  
that had been vacant since August, while other AEP positions funded through separate departmental

1 budgets remained intact. In addition, Plaintiff was subject to legitimate disciplinary proceedings for  
2 violating AEP confidentiality guidelines by publishing his findings in the student newspaper without  
3 proper coordination with faculty and administration. These independent policy violations provide a  
4 separate, legitimate basis for the adverse action.

5 Furthermore, Plaintiff cannot show that these stated reasons were pretextual. Just as the college  
6 in *Musser* lawfully terminated the plaintiff because her specific controller position was eliminated  
7 during a reorganization, the University lawfully terminated Plaintiff because his AEP role was  
8 eliminated during a broader consolidation of IT security functions. *Musser v. Paul Quinn College*, 944  
9 F.3d at 563–64. Moreover, temporal proximity alone is insufficient to establish causation or pretext  
10 where the employer offers legitimate reasons such as restructuring. *Id.* at 564. The undisputed record  
11 shows that University administrators were already evaluating budget pressures and program  
12 restructuring in a September 2024 internal memorandum, before Plaintiff’s September 10 escalated  
13 vulnerability report. This demonstrates that the decision to restructure the department and eliminate his  
14 position predated any alleged protected activity.

15 Similarly, Plaintiff cannot rely on speculation or conclusory allegations to demonstrate that  
16 MSU’s stated reasons were a pretext calculated to mask retaliation. *See Lestage v. Coloplast Corp.*, 982  
17 F.3d at 47; *Harrington v. Aggregate Industries–Northeast Region, Inc.*, 668 F.3d at 33. Although  
18 Plaintiff points to an October 21 email from IT Director Chen calling the situation “a problem that  
19 needs to be solved,” this does not render the restructuring or the separate disciplinary actions for  
20 confidentiality violations implausible. Unlike the plaintiff in *Harrington*, who presented concrete  
21 evidence of procedural irregularities, here Plaintiff relies on an isolated and ambiguous statement. The  
University eliminated both Plaintiff’s position and a second AEP IT Security role as part of a  
documented consolidation, while leaving other AEP roles intact, showing his allegedly protected

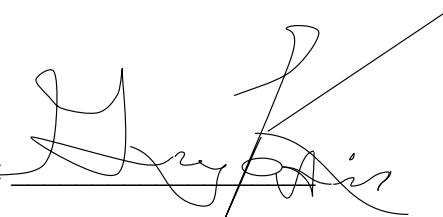
1 activity was not the butt-for cause of his termination.

2 Because Plaintiff's role was eliminated as part of a documented, pre-existing restructuring, and  
3 because he violated established confidentiality protocols, he cannot establish that retaliation was the  
4 but-for cause of his termination. Accordingly, his FCA retaliation claim fails as a matter of law.

5 **V. CONCLUSION**

6 For the foregoing reasons, Defendant Meridian State University respectfully requests that this  
7 Court grant summary judgment in its favor and dismiss Plaintiff's complaint with prejudice

8  
9  
10  
11 Dated: 4/24/26

By: 

12 Gregory A. Kasin  
13 USF LAW  
14 Attorney for Defendant MSU