

**STATE OF MICHIGAN  
IN THE COURT OF CLAIMS**

Case No: 24-000191-MK

FATMA MÜGE GÖÇEK, Individually and  
on behalf of all others similarly situated,

Plaintiff,

Hon. Chrisopher P. Yates

v.

BOARD OF REGENTS OF THE  
UNIVERSITY OF MICHIGAN,

Defendant.

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**VERIFIED CLASS ACTION COMPLAINT**

Plaintiff Fatma Müge Göçek (“Plaintiff”), individually and on behalf of all others similarly situated, file this Class Action Complaint against Defendant, Board of Regents of the University of Michigan (hereinafter “Defendant”). Plaintiff hereby demands monetary, declaratory, and injunctive relief from Defendant in the Michigan Court of Claims under MCL § 600.6401, *et seq.* Plaintiff alleges upon personal knowledge as to her own actions, and upon the investigation of counsel as to all other matters, as follows:

## INTRODUCTION

1. Plaintiff, individually and on behalf of all others similarly situated, brings this class action lawsuit pursuant to Michigan Court Rule 3.501 against State Defendant to recover damages, and obtain other remedies, arising from Defendant's breach of contracts stemming from its routine and continuous underpayment of university faculty salaries.

2. Defendant employs faculty members at its Ann Arbor, Dearborn, and Flint campuses. The faculty members, including Plaintiff, are appointed on a University Year basis and are engaged in academic instruction starting September 1 of the beginning calendar year and ending April 30 or May 31 of the following calendar year (the "University Year").

3. Faculty appointed on a University Year basis have their University Year salary paid over a twelve-month period, from July 1 of the beginning calendar year through June 30 of the following calendar year (the "fiscal year").

4. Defendant maintains a written policy pursuant to which "faculty members with University Year appointments will receive their salary payments allocated on a fiscal year basis (July 1 – June 30)."

5. However, in violation of Defendant's own policies, when salary raises are awarded to faculty members appointed on a University Year basis, payment of the raises are initiated on September 1, after the beginning of the fiscal year.

6. As a result, salary increases are not properly reflected in the pay received by faculty in the months of July and August.

7. The bottom line: Faculty appointed on a University Year basis have been systematically underpaid each year they received a salary increase by the amount equal to the raise of their base pay multiplied by two twelfths.

8. Defendant has recently announced that is correcting its injurious policy of deliberately underpaying faculty raises by implementing faculty raises at the beginning of the fiscal year starting on July 1, 2025.

9. However, despite acknowledging that it has improperly paid faculty raises for years, Defendant has refused to provide any compensation for underpayment in the current year, *or* for any years prior.

10. Defendant's actions constitute an unlawful breach of contract and unjust enrichment.

11. During the period of time from when the University faculty first raised the subject underpayment issue with the University administration to the date when the faculty's request for proper compensation was denied, Plaintiff's claim did not accrue.

12. Plaintiff brings this action on behalf of herself and all others similarly situated for breach of contract and unjust enrichment pursuant to Michigan law.

### **PARTIES**

13. Plaintiff Fatma Müge Göçek ("Dr. Göçek") is an individual and citizen of the State of Michigan who currently resides in Ann Arbor, Michigan.

14. Defendant Board of Regents of the University of Michigan operate and govern an educational institution of the State of Michigan, with campuses located in Ann Arbor, Flint, and Dearborn, Michigan.

### **JURISDICTION AND VENUE**

15. This Court has personal jurisdiction over the Defendant because it is a public university organized and existing under the laws of the State of Michigan.

16. This Court has original, exclusive jurisdiction over Plaintiffs' claims pursuant to MCL 600.6419, which seek monetary, equitable, and declaratory relief from an institution of the State of Michigan.

17. Venue is proper in the Court of Claims pursuant to MCL § 60.6419, *et seq.*

18. Plaintiff states pursuant to MCL § 600.6431(2)(a) that her claims arose, and continues to arise, from Defendant's failure to pay full salaries to faculty appointed on a University Year basis in July and August 2024, and in the months of July and August for numerous preceding years (as allowed pursuant to the applicable statutes of limitation), at Defendant's campuses in Ann Arbor, Flint, and Dearborn, Michigan.

19. Pursuant to MCL § 600.6431(2)(b), Plaintiff provides this Class Action Complaint as her detailed statement regarding the nature of their claims and, to the extent possible under the circumstances, the items of damage alleged to be sustained as a result of the Defendant's unlawful actions.

20. Pursuant to MCL § 600.6431(2)(c), Plaintiff hereby designates Defendant as a State of Michigan institution involved in connection with this claim.

21. Plaintiff certifies that her original Complaint was signed and verified by Plaintiff before an officer authorized to administer oaths pursuant to MCL § 600.6413(2)(d) and serves as her written claim pursuant to MCL § 600.6431(1), on behalf of herself and the class she seeks to represent.

22. Plaintiff states that the claims submitted through this Complaint on behalf of herself and all others similarly situated constitute and describe her timely claims, which are made within 1 year after the event that gives rise to the claims.

### **FACTUAL ALLEGATIONS**

23. Defendant employs faculty members at its Ann Arbor, Dearborn, and Flint campuses to provide educational instruction during the University’s academic year, which runs from September 1 in the initial calendar year to April 30 or May 31 of the following calendar year (the “University Year”).<sup>1</sup>

24. Faculty members appointed on this University Year basis have their University Year salary paid out over twelve months, from July 1 of the initial calendar year through June 30 of the following calendar year.<sup>2</sup> This corresponds with Defendant’s policy that “[t]he University conducts fiscal affairs under a budgetary system based on a fiscal year defined by the Board of Regents as July 1 through June 30.”<sup>3</sup>

25. In accordance with Defendant’s policies, salary increases for faculty appointed on a University Year basis must be implemented starting in the month of July at the beginning of the fiscal year, before the University Year begins in September.

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<sup>1</sup> According to Defendant’s Faculty Handbook Section 5.F.10, “[t]he University conducts three full academic terms each year: fall (Term I), winter (Term II) and the spring and summer half terms (Terms III-A and III-B). A University-year appointment is composed of two of the three full terms. On the Ann Arbor and UM- Flint campuses, a University-year appointment is for nine months; on the UM- Dearborn campus, it is for eight months. A University-year salary is paid in twelve equal monthly installments.” *See* Exhibit A, page 46.

<sup>2</sup> Section 14.C of Defendant’s Faculty Handbook states that “[r]egular instructional faculty members with University-year appointments will receive their salary payments allocated on a fiscal year basis (July 1 – June 30).” *See* Exhibit A, page 108.

<sup>3</sup> *See* Exhibit A, page 108.

26. However, in violation of its own policies, Defendant has consistently failed to begin paying promised salary increases to its faculty appointed on a University Year basis until two months *after* the increased salary payments are required to begin.

27. As a result of its contractual violations, Defendant has systematically underpaid salary increases promised to its faculty appointed on a University Year basis by two twelfths in each fiscal year salary increases were provided.

28. In early 2024, Defendant announced that salary raises for faculty appointed on a University Year basis would be correctly implemented at the beginning of the fiscal year on July 1, starting on July 1, 2025.<sup>4</sup>

29. However, Defendant has refused to provide compensation for the salary underpayments for 2024 or any years prior.

#### **CLASS REPRESENTATIVES**

30. Plaintiff restates each and every allegation in this complaint as if fully restated herein.

31. The named Plaintiff below is a proposed Class Representative, acting on behalf of herself and the thousands of similarly situated individuals who suffered from diminished pay as a result of the Defendant's breaches of contract and underpayment of salaries as alleged above.

32. The individual listed below is acting on behalf of the proposed Class in a representative capacity, as Class Representative, and the Class Representative hereby provides

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<sup>4</sup> Katie Kelton, *Senate Assembly Passes Resolution Regarding Pay-Raise Schedule*, The University Record, April 16, 2024, <https://record.umich.edu/articles/senate-assembly-passes-resolution-regarding-pay-raise-schedule/> (last accessed October 3, 2024).

notice of this class action to Defendant on behalf of herself and all others similarly situated pursuant to MCR 3.501.

***Plaintiff Fatma Müge Göçek***

33. Plaintiff Fatma Müge Göçek is a professor of sociology at Defendant's Ann Arbor campus.

34. Dr. Göçek has been employed by the University of Michigan since July 1, 1988, and has received numerous salary raises throughout her employment with Defendant.

35. In 2018, Dr. Göçek's University Year salary was \$146,640.00.

36. Dr. Göçek's University Year salary was increased to \$148,640 for the 2019-2020 academic year, but Defendant failed to follow its own policies and did not increase Dr. Göçek's salary until September 2019.

37. Due to the COVID-19 pandemic, Defendant did not provide any faculty raises for the 2020-2021 University Year.

38. Dr. Göçek received another salary increase to \$152,613 for the 2021-2022 academic year, but Defendant again failed to follow its own policies and did not increase Dr. Göçek's salary until September 2021.

39. Dr. Göçek received another salary increase to \$157,602 for the 2022-2023 academic year, but Defendant again failed to follow its own policies and did not increase Dr. Göçek's salary until September 2022.

40. Dr. Göçek received another salary increase to \$164,002 for the 2023-2024 academic year, but Defendant again failed to follow its own policies and did not increase Dr. Göçek's salary until September 2023.

41. Dr. Göçek received another salary increase to \$168,502 for the 2024-2025 academic year, but Defendant again failed to follow its own policies and did not increase Dr. Göçek's salary until September 2024. *See* Dr. Göçek's paystubs from July to September 2024 attached hereto as Exhibit B.

42. As a result of Defendant's continued underpayment of salary increases, Dr. Göçek has been underpaid no less than \$3,643.67 in wages from July 2018 to the present.

### **CLASS ALLEGATIONS**

43. Plaintiff brings this action individually and on behalf of all persons as the Court may determine to be appropriate for class certification, pursuant to MCR 3.501. Plaintiff seeks to represent the following Class of persons preliminarily defined as:

*All individuals who were appointed as University of Michigan faculty with a salary paid on a University Year basis or who worked at, and paid by, the University of Michigan under similar contractual provisions from 2018 to the present.*

The definitional boundaries stated above are subject to modification as discovery will further disclose and clarify the location of all class members. Plaintiff reserves the right to propose one or more sub-classes if discovery reveals that such subclasses are appropriate.

44. The reason for not joining all potential class members as Plaintiffs is that, upon information and belief, there are in excess of 6,000 potential class members, thereby making it impractical to bring them each before the Court individually.

45. There are many persons who have been similarly affected, and the question to be determined is one of common and general interest to many persons constituting the class to which Plaintiff belongs, and is so numerous as to make it impracticable to bring them all before the Court, for which reason Plaintiff initiates this litigation for all persons similarly situated pursuant to Michigan Court Rule 3.501.



46. Issues and questions of law and fact common to the members of the Class predominate over questions affecting individual members, and the claims of Plaintiff are typical of the claims of the Class.

47. For example, Defendant was obligated under contracts that were essentially, if not literally, the same contracts and thus if they are liable for breach of that contract to the named plaintiff for failing to properly compensate Plaintiff, they are liable for all members of the Class.

48. Consistent with Defendant's policy and pattern or practice, which was common and applicable to all class members, Plaintiff and the Class members were not paid their promised salary increases for two months out of each and every fiscal year.

49. As part of its regular and common business practices, Defendant intentionally, willfully, and repeatedly engaged in a pattern, practice, and/or policy of breaching its contractual obligations to Plaintiff and the Class members by failing to effect salary increases promised to Plaintiff and the Class members at the required times.

50. Defendant's unlawful conduct has been widespread, repeated, and consistent, and thus the evidence supporting, or in opposition to plaintiffs' claims, is the same for all parties.

51. The maintenance of this litigation as a Class Action will be superior to other methods of adjudication in promoting the convenient administration of justice.

52. Defendants have acted or failed to act on grounds generally applicable to all Plaintiffs, necessitating declaratory and injunctive relief for the Class.

53. Plaintiff and the experienced above-captioned counsel will fairly and adequately assert and protect the interests of the Class.

54. Class Counsel, Sommers Schwartz, P.C., has decades of complex litigation and trial experience, and its lawyers have been appointed to leadership positions in federal and state court class actions throughout the country.

55. Plaintiff reserves her right to seek injunctive, declaratory and or damage class certification at the time of filing their motion for class certification, and to preserve the ability to prepare a robust record from which the court can decide the question of class certification, Plaintiff will and hereby do seek an extension of the 91-day deadline for filing their class certification motion.

## COUNT I

### *Breach of Contract*

56. Plaintiff restates all allegations in the complaint as if fully stated herein.

57. At all times relevant to this action, Defendant had binding and valid contracts with Plaintiff and all other similarly situated Class Members pursuant to which Defendant was obligated to pay Plaintiff and the similarly situated Class Members a pre-established (contractual) salary in consideration of the work duties Plaintiff and the Class members performed on Defendant's behalf.

58. Defendant's contractual promises and obligations to pay Plaintiff's and each Class Member's applicable salary, including promised increases, is evidenced by, among other things, Defendant's Faculty Handbook and notifications of salary raises issued to Plaintiff and the Class members.

59. Plaintiff and all other Class Members accepted the terms of Defendant's contractual promises and performed as obligated under their contracts each academic year.

60. By not paying Plaintiff and all other Class Members the contractually obligated salary increases at the required intervals for the work they performed, Defendant systematically breached its contracts with Plaintiff and each Class Member.

61. As a direct and proximate result of Defendant's contractual breaches, Plaintiff and the Class Members have been damaged in an amount to be determined at trial.

## **COUNT II**

### ***Unjust Enrichment***

62. Plaintiffs restate all allegations in the complaint as if fully stated herein.

63. At all times relevant to this action, Defendant promised to pay Plaintiff and all other Class Members a pre-established salary in consideration for the work duties they performed on behalf of Defendant.

64. Upon information and belief, Defendant was obligated to pay each Class Member, including Plaintiff, an annual salary on a University Year basis in 12 increments during the fiscal year from July 1 of the beginning calendar year through June 30 of the following calendar year.

65. In a majority of the preceding years, Defendant promised salary increases for the following University Year to Plaintiff and every other Class Member.

66. According to Defendant's own policies, the subject salary increases were to begin in July at the start of the fiscal year corresponding with the University Year.

67. However, Defendant failed to initiate the subject salary increases until the month of September, excluding two months of increased pay from each fiscal year.

68. Plaintiff and every other Class Member relied upon the pre-established annual salary promised by Defendant and performed by doing their jobs and carrying out the work they were assigned.

69. Plaintiff and all other Class Members performed their work without the promised salary increases for two months of each fiscal year in which such increases were promised at the request of and without objection by Defendant.

70. Defendant received and accepted the above-referenced work without implementing the promised salary increases for Plaintiff and all other Class Members and enjoyed the benefits derived therefrom.

71. Upon information and belief, Defendant used the monies owed to Plaintiff and all other Class Members to finance its various business expenditures.

72. Defendant was unjustly enriched by the retention of monies promised to Plaintiff and the Class Members without having compensated Plaintiff and the Class Members for the same.

73. Plaintiff and all other Class Members suffered financial detriment as a result of Defendant's failure to timely implement the salary increases at the beginning of the fiscal year, in that Plaintiff and the Class Members were deprived of the ability to utilize their promised compensation in a profitable manner.

74. By not paying Plaintiff and every other Class Member the promised annual salary for the work they performed, Defendant was unjustly enriched. As a direct and proximate result of Defendant's actions, Plaintiff and all other Class Members have suffered damages, including, but not limited to, loss of wages.

### **COUNT III**

#### ***Declaratory Relief***

75. Plaintiff restates all allegations in the complaint as if fully stated herein.

76. There is an actual, justifiable controversy between Defendant and Plaintiff and the Class Members concerning whether Defendant breached its contracts with Plaintiff and the Class Members.

77. Pursuant to MCR 2.605, the Court has the power to, “declare the rights and other legal relations of an interested party seeking a declaratory judgment, whether or not other relief is or could be sought or granted.”

78. Based on Defendant’s failure to satisfy its contractual obligations, Plaintiff seeks a declaration that Defendant breached its contracts with Plaintiff and all other Class Members.

79. The declaratory relief requested herein is ripe for adjudication and will generate common answers that will settle the controversy related to whether Defendant breached its contracts with Plaintiff and the Class Members.

**RELIEF REQUESTED**

**WHEREFORE**, Plaintiff, on behalf of herself and the proposed Class, pray for judgment against Defendant as follows:

- A. Certification of this action as a class action on behalf of the proposed Class;
- B. Designation of Plaintiff as Class Representative;
- C. Appointment of undersigned counsel as Class Counsel;
- D. Judgment in favor of Plaintiff and the Class Members on all causes of action;
- E. Declaration that the practices complained of herein are unlawful;
- F. Damages in excess of \$25,000;
- G. An award of pre-judgment and post-judgment interest as provided by law;
- H. An award of attorneys’ fees and costs; and
- I. Any further remedy the Court may deem just and proper.

Respectfully submitted,

Dated: November 26, 2024

/s/ Matthew L. Turner

Matthew L. Turner (P48706)

Jason J. Thompson (P47184)

Kevin J. Stoops (P64371)

Thomas V. Nafziger (P87495)

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