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United States Court of Appeals
Tenth Circuit

October 19, 2023

Christopher M. Wolpert
Clerk of Court

UNITED STATES COURT OF APPEALS

FOR THE TENTH CIRCUIT

CHRISTINE MEDINA,

Plaintiff - Appellant,

v.

UNIVERSITY OF UTAH; DENISE DEARING,

Defendants - Appellees.

No. 22-4110
(D.C. No. 2:21-CV-00114-BSJ)
(D. Utah)

ORDER AND JUDGMENT*

Before **BACHARACH**, **PHILLIPS**, and **EID**, Circuit Judges.

The University of Utah eliminated Christine Medina's position at a childcare center under its Reduction in Force and Severance Pay Policy 5-110 (the "RIF policy"). In response, Medina sued the University and a director who allegedly schemed to dismiss her using the RIF policy. Medina brought claims under 42 U.S.C. § 1983 against the director as well as two state law claims against the University, alleging breach of contract and a violation of the Utah Protection of Public Employees Act ("UPPEA"). The district court granted summary judgment to the University and the director on the claims, and Medina appealed.

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* This order and judgment is not binding precedent, except under the doctrines of law of the case, res judicata, and collateral estoppel. It may be cited, however, for its persuasive value consistent with Fed. R. App. P. 32.1 and 10th Cir. R. 32.1.

We affirm the three dismissals. First, Medina failed to participate in the University's appeal procedures, thereby waiving her procedural due process claim. Second, no breach of contract occurred because the University dismissed Medina pursuant to the RIF policy that governed her employment. And third, Medina fails to establish a required element of a UPPEA claim, namely, she fails to show that she made a good faith report of a violation or suspected violation of law.

I.

In 2017, the University of Utah hired Christine Medina to serve as the director of the BioKids childcare center in the School of Biological Sciences ("SBS"), a school that resides within and is accountable to the University's College of Science ("CoS"). About two years later, the BioKids childcare center flooded, requiring extensive repairs. The CoS Dean saw the flood as an opportunity to expand BioKids and offered additional space and funding to do so. And Medina rose to the occasion, serving as the expert who would advise on how to meet the CoS and SBS's goal to increase BioKids's capacity while also meeting state-licensing requirements and obtaining National Association for the Education of Young Children ("NAEYC") accreditation. CoS Associate Dean Dr. Pearl Sandick and SBS Director Dr. Denise Dearing proposed an expansion from 32 children to 12 infants, 12 toddlers, and 30 preschoolers.

Medina had concerns about the expansion. She spoke with Dr. Dearing and Dr. Sandick about her worries with licensing, NAEYC accreditation, and preserving BioKids's culture. However, the Department of Health soon after provided Medina

approvals to operate at the proposed expansion's capacities. And at no time did the BioKids center operate outside its licensed capacity.

Even so, Medina still expressed concerns over an expansion that may have violated the state licensing and NAEYC accreditation standards. As part of her role, Medina alleged that she repeatedly informed Dr. Dearing and Dr. Sandick that the expansion they proposed violated the applicable regulations and the health and safety standards for the children and staff of the program.

COVID-19 brought BioKids and all other on-campus childcare services to a halt. On May 4, 2020, SBS furloughed all BioKids full-time staff, including Medina. In an effort to reopen BioKids amidst the pandemic, CoS reached out to the University's Center for Child Care & Family Resources ("CCFR"), which had successfully maintained childcare services throughout the pandemic to service essential medical personnel.

CoS and CCFR negotiated the transfer of BioKids to CCFR on a temporary basis subject to renewal. Along with the transfer came some staffing decisions. Because CCFR had "an abundance of administrators already available," it declined to offer Medina a position in BioKids. App'x Vol. I at 185. And CoS and SBS no longer needed Medina to serve as a director of a childcare center that they no longer managed. So, on July 7, 2020, the new co-director of SBS notified Medina that her position was being eliminated under the University's RIF policy, and that as of August 7, 2020, Medina would no longer be employed with the University.

Within this separation notice was explicit language that Medina had the right to appeal the RIF policy's procedures. It included the appeal policy, appeal timeline, and contact information of the appeal coordinator who could answer any questions Medina may have had. Specifically, Medina's notice specified that she had "the right to appeal this action in accordance with the provisions" of the University's appeal policy if she believed that "University procedures were not followed in imposing this action." App'x Vol. V at 1060. The RIF policy also provided Medina "the right to the grievance process" specified in the University's appeal policy if she "believe[d] that the Procedures pertaining to [the RIF] policy have been violated." *Id.* at 1069. But Medina did not appeal.

The following year, however, the transfer of BioKids to CCFR was not renewed, and CoS took back ownership of BioKids. CoS rehired Medina for her prior position in BioKids in September 2021, and she remains there today.

Medina brought causes of action under 42 U.S.C. § 1983 against Dr. Dearing in her personal capacity, alleging deprivations of, among other things, a property interest entitled to procedural due process. Medina also brought two causes of action against the University, including breach of contract and a violation of UPPEA.

Based on undisputed material facts, the district court found that the defendants, Dr. Dearing and the University, were entitled to summary judgment on those three claims. The court first held that Dr. Dearing did not unconstitutionally deprive Medina of a property interest, in part because Medina waived her procedural due process claim by not appealing under the RIF policy.

Next, the district court exercised supplemental jurisdiction over Medina's state law claims. The court found that the University did not breach any provision in its policies that governed Medina's employment. It reasoned that Medina did not contest that the University adhered to its RIF policy in eliminating her position and that she failed to identify any term or condition of any policy or contract that supported that the University could only terminate her for cause.

Lastly, the district court concluded that her final cause of action for a UPPEA violation failed for four independent reasons. Of relevance, the court held that Medina failed to identify any qualifying reports of a violation or suspected violation of law. Medina timely appealed the three dismissals.

II.

We review the district court's grant of summary judgment de novo. *Barber ex rel. Barber v. Colo. Dep't of Revenue*, 562 F.3d 1222, 1227 (10th Cir. 2009). That means, just like the district court, we examine "the record and all reasonable inferences that might be drawn from it in the light most favorable to the non-moving party." *T-Mobile Cent., LLC v. Unified Gov't of Wyandotte Cnty.*, 546 F.3d 1299, 1306 (10th Cir. 2008) (citation omitted). And we "need not defer to factual findings rendered by the district court." *Amparan v. Lake Powell Car Rental Cos.*, 882 F.3d 943, 947 (10th Cir. 2018) (citation omitted).

Under Federal Rule of Civil Procedure 56, we will find summary judgment appropriate if "there is no genuine dispute as to any material fact and the movant is entitled to judgment as a matter of law." Fed. R. Civ. P. 56(a). That said, "the mere

existence of *some* alleged factual dispute between the parties will not defeat an otherwise properly supported motion for summary judgment." *Anderson v. Liberty Lobby, Inc.*, 477 U.S. 242, 247–48 (1986). Rather, "the requirement is that there be no *genuine* issue of *material* fact"—a fact "that might affect the outcome of the suit under the governing law." *Id.* at 248. That is why a "complete failure of proof concerning an essential element of the nonmoving party's case necessarily renders all other facts immaterial." *Barber ex rel. Barber*, 562 F.3d at 1228 (citation omitted).

Medina argues for a slightly different standard. She agrees that "[s]ummary judgment decisions are reviewed de novo," but urges that this Court review the district court's order with a "more critical eye" because the district court adopted the defendants' proposed order verbatim. Aplt. Br. at 31–32. For support, she relies on *Marcantel v. Michael & Sonja Saltman Family Trust*, 993 F.3d 1212 (10th Cir. 2021). In that case, this Court decided that another standard of review "applies when a party challenges a district court's adopting almost verbatim a proposed order granting summary judgment over an opposing party's objection that the proposed order conflicts with the court's earlier oral ruling." *Id.* at 1238.

But *Marcantel* is inapposite because it deals with something different than what Medina challenges on appeal. To be clear, Medina is *not* challenging the district court's "adoption" of the defendants' proposed order. *Id.* Instead, Medina appeals the *issues* within the order, seeking to challenge the grant of summary

judgment. And we review that grant under a de novo standard.[1] *Barber ex rel. Barber*, 562 F.3d at 1227.

III.

We first review the district court's dismissal of Medina's procedural due process claim. To assert a procedural due process claim, a plaintiff must show that she (1) possesses a "constitutionally cognizable liberty or property interest"; and (2) was deprived of that interest without "constitutionally sufficient" procedures. *PJ ex rel. Jensen v. Wagner*, 603 F.3d 1182, 1199–1200 (10th Cir. 2010) (citation omitted).

There is no dispute that Medina had a property interest in her employment with the University—namely, "a legitimate expectation of continued employment." *Hennigh v. City of Shawnee*, 155 F.3d 1249, 1253 (10th Cir. 1998). University policies "created and defined" Medina's property interest. *Bd. of Regents of State Colls. v. Roth*, 408 U.S. 564, 578 (1972). Importantly, the RIF policy that governed Medina's employment specified that the University could dismiss her or reduce her full-time schedule due to "lack of work, lack of funds, budget constraints, grant expiration, departmental reorganization, or other business reasons." App'x Vol. V at 1066.

[1] Medina also argues that by adopting the defendants' proposed order verbatim, the district court did not properly apply a de novo standard of review. In any case, what the district court did below does not influence our decision because on de novo review, we "giv[e] no deference to the district court's decision." *Carlile v. Reliance Standard Life Ins. Co.*, 988 F.3d 1217, 1221 (10th Cir. 2021).

As this Circuit has long recognized, "when a person's employment can be terminated only for specified reasons, his or her expectation of continued employment is sufficient to invoke the protections of the Fourteenth Amendment." *West v. Grand County*, 967 F.2d 362, 366 (10th Cir. 1992) (collecting cases). That being so, a reduction-in-force policy that limits who an employer can discharge based on "reasons of curtailment of work or lack of funds," like here, gives Medina "a property interest in continued employment that could not be curtailed without constitutional protections." *Id.* at 366 (citation omitted).

Medina focuses on the RIF policy's appeal process that the University offered her upon receiving notice of her upcoming dismissal, claiming that the University's appeal process was an insufficient option that did not provide her due process.[2] In response, Dr. Dearing asserts that Medina has waived any right to pursue her procedural due process claim by not going through the appeal process below.

[2] On appeal, Medina does not sufficiently argue that she was wrongfully denied due process because of the University's lack of a *pre*-deprivation process. Medina only once alludes to a pre-deprivation process in her opening brief. *See* Aplt. Br. at 52 (arguing that the RIF policy allowed Dr. "Dearing to terminate Medina without cause, *without affording her a predisciplinary hearing*, and without providing her a meaningful opportunity to appeal her termination" (emphasis added)). But she neglects to provide "contentions and the reasons for them, with citations to the authorities and parts of the record on which [she] relies." Fed. R. App. P. 28(a)(8)(A). Consequently, we will not address the pre-deprivation aspect of a due process claim because Medina did not adequately explain the point. *See Bronson v. Swensen*, 500 F.3d 1099, 1104 (10th Cir. 2007) ("[W]e routinely have declined to consider arguments that . . . are inadequately presented, in an appellant's opening brief."); *Exum v. U.S. Olympic Comm.*, 389 F.3d 1130, 1133 n.4 (10th Cir. 2004) ("Scattered statements in the appellant's brief are not enough to preserve an issue for appeal.").

The question then becomes whether Medina knowingly waived her claim by not appealing under the RIF policy. We hold that she did.

It is undisputed that Medina did not take advantage of the appeal process after she received notice of her separation. Medina's notice stated that she had "the right to appeal this action" if she believed that "University procedures were not followed in imposing this action." App'x Vol. V at 1060. Moreover, the RIF policy also provided Medina "the right to the grievance process" if she "believe[d] that the Procedures pertaining to [the RIF] policy have been violated." *Id.* at 1069.

As the University's notice and RIF policy make clear, Medina had the right to appeal the University's procedures. Importantly, the first step of the RIF policy requires "a department" to "determine[] that a reduction in force is necessary." *Id.* at 1066. Meaning, to carry out any action under the RIF policy, "a department" must initially find that the "elimination of positions or reduction in FTE (full-time equivalency)" is "necessary" because of "lack of work, lack of funds, budget constraints, grant expiration, departmental reorganization, or other business reasons." *Id.*

The procedures continue. After a "department" identifies a "necessary" condition to start the RIF process, that department also must "obtain approval from Human Resources prior to implementing a separation from employment." *Id.* That "approval" acts as a second backstop, in which Human Resources must approve a department's "written request" that "a reduction in force is necessary" as it pertains to specified "position (s) or job title (s)." *Id.*

Instead of responding to the notice, Medina did not take the opportunity to challenge *any* ground of her termination, even though the appeal policy provided her the means to do so. Medina could have entered the appeal process and challenged the department's finding or a Human Resources approval of a "necessary" basis, perhaps arguing she was actually "terminated under the guise of a RIF due to whistleblowing." App'x Vol. IV at 701. She could have also argued that Dr. "Dearing was the decision maker" behind Medina's termination, Aplt. Br. at 53, instead of "a department," which would also constitute a violation of the RIF policy's procedures, App'x Vol. V at 1066. Yet she did not.

Consequently, her failure to challenge the RIF policy's procedures—notably, what appear as the first two steps of the RIF policy—constitutes a waiver of her procedural due process claim. The "failure to participate in post-deprivation proceedings [] waive[s] [a plaintiff's] procedural due process claim challenging those post-deprivation proceedings." *Roberts v. Winder*, 16 F.4th 1367, 1375 (10th Cir. 2021); *see Weinrauch v. Park City*, 751 F.2d 357, 360 (10th Cir. 1984) ("Having ignored the available procedures, she is in no position to argue that they are unconstitutional."). As a result of her waiver, we need not go further.

Medina argues that she did not knowingly waive her procedural due process claim and strictly construes what the RIF policy allowed her to appeal. Her notice and RIF policy each specified that Medina had the right to challenge University "procedures" that were not followed before the University made a separation decision. App'x Vol. V at 1060, 1069. She reasons that any appeal of those

"procedures" could not include the challenges of Dr. Dearing being the decision maker behind her termination or of the reasons underlying her separation, but rather, only of the administrative steps specified by the procedures. Not so.

As explained above, the RIF policy contains procedures that would have allowed Medina to bring those exact challenges. First, a "department"—not an employee like Dr. Dearing—must be the one to decide a RIF separation. *Id.* at 1066. Second, the "department" must determine, and Human Resources must approve, that a reduction in force is "necessary" by identifying one of the listed conditions in the policy, which does not include Medina's alleged reasons relating to Dr. Dearing's retaliation. *See id.* Thus, the challenges that Medina asserts were missing from the policy were there.

Medina's insistence that the term "procedures" cannot also refer to the "reasons" for her separation is incorrect. To the contrary, the "procedures" here explicitly include the reasons for separation under the RIF policy. Further, to have a property interest protected by procedural due process in the employment context, an employee must have an "expectation of continued employment." *West*, 967 F.2d at 366. And what gives Medina that interest is that the RIF Policy's procedures state that her "employment can be terminated only for specified reasons." *Id.*

Indeed, Medina has a protected property interest because the RIF policy's procedures limit her "discharge" to certain reasons, such as "curtailment of work or lack of funds." *Id.* If her protection can only come about by the nature of these reasons being incorporated into her contract's procedures, it is contradictory to say

that those procedures cannot also contain the reasons for discharge. That is because, again, she may only assert procedural due process protection in the first place because the "procedures" include reasons for discharge. As a result, not only *can* the RIF policy's procedures refer to the specified reasons for Medina's separation, they *must* in this case.

Next, Medina argues that she could not challenge her termination at all because another provision of the RIF policy states that the process "cannot be grieved." App'x Vol. V at 1066.

A proper reading of the policy corrects the misunderstanding. The RIF policy specifies that after "a department determines that a reduction in force is necessary," the department must "obtain approval from Human Resources prior to implementing a separation from employment." *Id.* In doing so, the department must "identify the position (s) or job title (s) to be eliminated." *Id.* That "naming of position (s) or job title (s) . . . cannot be grieved" at *that time*. *Id.* But later, if Human Resources approves the reduction in force, thereby making the RIF go through, the department must "provide written notice of the reduction in force action to each affected" employee. *Id.* at 1066. And at that point, an affected employee like Medina "has the right to the grievance process." *Id.* at 1069. All considered, Medina *did* have the right to appeal the separation under the RIF policy.

Lastly, Medina asserts that we should take notice of other evidence that Dr. Dearing was the actual decision maker behind her termination. Yet, because she

waived her procedural due process claim, we need not address her arguments related to that or other offered evidence.

IV.

We next address the two state law claims over which the district court exercised supplemental jurisdiction. To begin, Medina challenges the grant of summary judgment to the University on Medina's breach of contract claim.

To establish a breach of contract under Utah law, Medina must show a contract, her performance under the contract, breach of the contract by the University, and damages. *Am. W. Bank Members, L.C. v. State*, 342 P.3d 224, 230–31 (Utah 2014). In the employment context, Utah courts recognize "a party's right to terminate a contract" when it "is established pursuant to objective criteria." *Backbone Worldwide Inc. v. LifeVantage Corp.*, 443 P.3d 780, 786 (Utah Ct. App. 2019). "In such situations, the contract by its terms gives a party the express right to terminate the contract upon objectively defined criteria . . . ." *Id.*; *see* 2 Corbin on Contracts § 6.10, at 291 (Joseph M. Perillo & Helen H. Bender eds., 1995) ("The option between terminating and not terminating is unlimited, except as provided in the contract or in law.").

Moreover, "as a general rule, if a party has a legal right to terminate a contract, its motive for exercising that right is irrelevant."[3] *Load Zone Mktg. & Mgmt., LLC v. Clark*, 333 P.3d 1255, 1260 (Utah Ct. App. 2014) (cleaned up) (collecting cases); *see*

[3] For this reason, Medina's arguments that the University used the RIF policy as pretext to dismiss her do not impact the analysis.

also Unit Drilling Co. v. Enron Oil & Gas Co., 108 F.3d 1186, 1194 (10th Cir. 1997) ("[M]otive is not at issue in a breach of contract case.").

Medina and the defendants do not dispute that the University's policies created an employment contract between Medina and the University. And because Medina held a benefits-eligible position and had completed her probationary period, her employment was subject to the RIF policy. App'x Vol. V at 1066 ("This policy applies to all Staff Members holding Benefits Eligible positions who have completed their Probationary Period."). Medina does not dispute that the RIF policy applied to her position and employment with the University. *See* App'x Vol. I at 88 ¶ 44 (listing the undisputed fact that "the RIF policy, was applicable to Ms. Medina's position"); *id.* at 133–36 (failing to restate or respond to that undisputed fact).

Moreover, it is undisputed that CCFR contracted with the CoS to take over the administration of the BioKids program for about a year; that CCFR wanted the BioKids program coordinator to be a CCFR employee; that CCFR declined to offer Medina a position upon the transition of BioKids to CCFR; and that Medina's position as a director of the childcare center was no longer needed due to the departmental reorganization. *See id.* at 184–85; *id* at 86–87 ¶¶ 34, 38–40 (stating these undisputed facts); *id.* at 133–36 (failing to restate or respond to those undisputed facts).

Next, the contract. As mentioned above, the RIF policy authorizes the "elimination" of positions due to, among other grounds, "departmental reorganization." App'x Vol. V at 1066. And we know from the record that the

University relied on the necessity of a "departmental reorganization" before terminating Medina. *Id.*; *see id.* at 1060 ("This action is necessary due to a restructure of the [BioKids] Child Care Center.").

In the end, "the contract by its terms" gave Medina's department "the express right to terminate" her employment "upon objectively defined criteria." *Backbone Worldwide Inc.*, 443 P.3d at 786. That being so, we affirm the district court's grant of summary judgment to the University because no breach of contract occurred. And Medina does not point to another provision in the University's policies, nor any other part of the record, that creates a genuine dispute of material fact.

On that note, Medina raises arguments that do not create a "genuine dispute as to any material fact." Fed. R. Civ. P. 56(a). To start, she argues that below, the University did not raise the argument that she lacked evidence to support the breach of contract claim until its reply brief. But that is not accurate. The University first asserted in its motion for summary judgment that Medina "cannot show that the University breached the employment contract in any way." App'x Vol. I at 108. As such, the University *did* raise the argument. Regardless, however, we can take notice of what the record has and does not have while exercising de novo review. *See T-Mobile Cent., LLC*, 546 F.3d at 1306.

Relatedly, Medina argues that the University violated its policy that she could only be terminated for cause by using the RIF policy. Use of the RIF policy, she argues, "*was* the breach of contract." Aplt. Br. at 46. On appeal, Medina points to nothing to support her position that the University could only terminate her for cause.

Nor does she contest that the RIF policy also conditioned her employment. Based on her admissions of undisputed facts, there remains no genuine dispute of material fact.

In sum, we hold that the district court properly granted summary judgment to the University on Medina's breach of contract claim because no breach occurred. The RIF policy—a policy to which Medina's employment was subject—provided the University the conditional right to terminate her employment.

V.

Medina next challenges the grant of summary judgment to the University on her UPPEA claim. Under the UPPEA:

> An employer may not take retaliatory action against an employee because the employee, or a person authorized to act on behalf of the employee, communicates in good faith . . . a violation or suspected violation of a law, rule, or regulation adopted under the law of this state, a political subdivision of this state, or any recognized entity of the United States[.]

Utah Code Ann. § 67-21-3(1)(a)(ii). In short, the UPPEA "prohibits government employers from retaliating against employees who report employer misconduct." *Eisenhour v. Weber County*, 744 F.3d 1220, 1231 (10th Cir. 2014). With that in mind, a UPPEA claim requires certain elements.

Notably, one must make a "good faith report" of an employer's violation or suspected violation of a law, rule, or regulation to have a claim under the UPPEA. *Dinger v. Dep't of Workforce Servs., Workforce Appeals Bd.*, 300 P.3d 313, 323 (Utah Ct. App. 2013) ("From its plain language, section 67–21–3(1)(a) evidences the Utah Legislature's intent to protect employees who in good faith report their

employers' violations from disciplinary action instigated by the employer because of the report.").

Medina cannot show—even viewed in the light most favorable to her—that she expected BioKids's expansion to violate a law, rule, or regulation. Indeed, her employers hired her to advise them on how to increase BioKids's capacity while also meeting state-licensing requirements.[4]

And she did. In November 2019, Medina received a variance from the Utah Department of Health to accommodate the requested class size for infants. Soon after, in January 2020, Medina acknowledged that SBS had licensing approval for 12 infants and 33 preschoolers. App'x Vol. IV at 785. Not only that, but she expressed that she fully expected licensing approval for 12 additional toddlers. *Id.* ("I did another walk through of the new expansion space with our Licensor as well and . . . I don't foresee any issues with that [], we have plenty of usable space to achieve the capacity of 12 as we've designed the space for."). What is more, in Medina's reply brief, she concedes that she "anticipated" eventual licensing for 54 children. Reply Br. at 14.

Thus, by January 2020, no evidence supports that Medina had expected BioKids's expansion to violate state-licensing requirements. And before January 2020, no evidence suggests that Medina thought that the defendants would expand

[4] Medina also was tasked with meeting NAEYC accreditation. But the NAEYC guidelines cannot support Medina's claim because they are not legal requirements. As such, Medina's claims relating to any NAEYC violations do not qualify as a "violation or suspected violation of a law." Utah Code Ann. § 67-21-3(1)(a)(ii).

BioKids if they could not get the required license to expand. Again, Medina's very job required her to try and obtain an amended license that allowed for a legal expansion. As a result, Medina cannot make out a necessary element of a UPPEA claim. She cannot show that she made a "good faith report" of a violation or suspected violation of a law, rule, or regulation. *Dinger*, 300 P.3d at 323; *see* Utah Code Ann. § 67-21-3(1)(a)(ii). Thus, we affirm the district court's grant of summary judgment to the University on Medina's UPPEA claim.

In response, Medina makes a host of arguments—all of which are immaterial. She argues that the district court did not cite any authority supporting its interpretation that the UPPEA's protections are limited to reports of *actual* violations of law as opposed to a reasonable belief that an employer violated a law. She argues that disputes of material fact of the causal connection between Medina's communications and her termination preclude summary judgment in the University's favor on her UPPEA claim. In addition, she believes that Dr. Dearing's motivation is in question and that disputes remain as to whether Medina's RIF policy termination and the merger between CCFR and BioKids was manufactured just to get rid of Medina. Other arguments similarly relate to factual disputes that have no bearing on the outcome of this case.

Because Medina "fail[ed] to make a showing sufficient to establish the existence of an element essential to [her] case"—specifically, she cannot establish that she made a good faith report of a violation or suspected violation of a law, rule, or regulation—these other disputes she raises on appeal are immaterial. *Celotex*

Corp. v. Catrett, 477 U.S. 317, 322 (1986). Her "complete failure of proof [on] an essential element of the nonmoving party's case necessarily renders all other facts immaterial." *Id.* at 323. Therefore, we affirm the district court's grant of summary judgment because the University is "entitled to a judgment as a matter of law" on Medina's UPPEA claim. *Id.*

VI.

For these reasons, we AFFIRM.

Entered for the Court

Allison H. Eid
Circuit Judge