

IN THE DISTRICT COURT OF DOUGLAS COUNTY, NEBRASKA

LAUREN RAMAEKERS, PATRICE)
QUADREL, SARAH SINSEL, SYDNEY)
CASE, ANNE CLARE CULPEPPER,)
EMMA CARLSON, ELLIOT PRUSA, and)
AVERY GILLETT,)

Plaintiffs,)

v.)

CREIGHTON UNIVERSITY, a Nebraska)
Nonprofit Corporation,)

Defendant.)

Case No. CI21-8808

3rd AMENDED
PETITION FOR INJUNCTION

COMES NOW the Plaintiffs, and for their cause of action against Creighton University, state and allege as follows.

1. Plaintiffs are enrolled as students of Creighton University.
2. Creighton University is a nonprofit corporation, formed and established under the laws of the State of Nebraska, with its main office and campus in Omaha, Douglas County, Nebraska.
3. This matter is filed in Douglas County as the facts and circumstances that give rise to this cause of action occurred in Douglas County, Nebraska.

Facts

4. On or about July 7 2021, Defendant officially mandated that 100% of its students were required to be vaccinated against Covid-19 in order to register for and attend classes (vaccine mandate). Students were allowed to request a medical exemption or a temporary exemption from the vaccine based on the emergency use authorization from the FDA at that time. Defendant refused to consider or grant religious exemptions. A copy of Defendant's mandate is attached hereto and marked Exhibit "A".
5. A few weeks after announcing the vaccine mandate, Defendant announced that it would no longer consider or grant medical waivers or exemptions. This left the Emergency Use Authorization (EUA) waiver as the only option for students, and students were given a form to sign for the EUA waiver. The EUA waiver coercively required the students to

agree to receive the Covid vaccine once the vaccines were approved by the FDA in order to avoid being “unenrolled”.

6. Although only one vaccine has been approved by the FDA, Defendant is now informing students that they must now receive the vaccine since they signed the EUA waiver, otherwise they will be administratively withdrawn and prohibited from attending classes or entering the campus. See Exhibit “B”, attached hereto.
7. Some of Defendant’s students were granted medical waivers and/or exemptions from the Covid-19 vaccine prior to Defendant’s decision to no longer grant medical waivers. These students will be allowed to continue their education at Creighton while the Plaintiffs will not, resulting in arbitrary and disparate treatment by Defendant.
8. Each of the Plaintiffs have religious objections to the Covid-19 vaccines based on the fact that the vaccines were developed and/or tested using abortion derived fetal cell lines and some have serious medical conditions which make the vaccine “not recommended”.
9. Defendant set their vaccine deadline as September 7, 2021. Any students who declined vaccination are to be “unenrolled” or administratively withdrawn after 4:30pm on that date.
10. As of late August, 2021, Defendant’s campus magazine stated that over 93% of its students were already vaccinated against Covid-19. See Exhibit “C” attached hereto.
11. Defendant does not require its staff to receive the Covid-19 vaccine, only its students, but over 95% of Defendant’s staff is also vaccinated against Covid-19, according to Defendant.
12. Some Plaintiffs have been pressured and feel coerced by the Defendant.
13. Defendant’s [Student Handbook](#) contains no procedure for appealing Defendant’s vaccine mandate, and it appears there is no appeal procedure for any “unenrolled” students.
14. Plaintiffs, who enrolled prior to July 7, 2021, have been attending classes since the semester started, and Defendant has accepted tuition money and other fees the Plaintiffs have paid, thereby binding the parties under the theory of contract.
15. Defendants have indicated that it intends to retain a large portion of Plaintiffs’ tuition and fees already paid by the Plaintiffs for the current semester. See Exhibit “D” attached hereto. This would be a breach of contract and an unjust enrichment because the Plaintiffs have received no value for this semester’s work unless they are given the

opportunity to finish the semester, and in some cases, given the opportunity to finish the year.

16. Defendant is prohibited from the above described actions by promissory estoppel, equitable estoppel, and unjust enrichment.
17. Plaintiffs sought relief from the vaccine mandate by contacting Creighton's President and Board via a letter dated September 2, 2021, a copy of which is attached hereto and marked Exhibit "E". As of the filing of this Petition, Plaintiffs have received no response to said letter.
18. Irreparable injury, loss, or damage will result to the Plaintiffs before the Defendant or its attorney can be heard in opposition, and Plaintiffs have no other remedy available to them under the law.
19. In addition to Exhibit "E", Plaintiff has provided a copy of this Petition to Defendant through its President Daniel S. Hendrickson via email, and followed the email up with a call to Fr. Hedrickson's office.
20. Plaintiffs have submitted their undertaking or bond with the Court upon the filing of this Petition by placing a check payable to the Douglas County District Court Clerk in the amount of \$500.00.
21. Plaintiffs also offer Affidavits in support of this Petition, marked Exhibits "F", "G", and "H" and incorporated herein by this reference, which are similar to the circumstances and positions of the other Plaintiffs.
22. Time is of the essence in this matter as missing as little as one class can be severely detrimental to a student's progress and ability to complete a college course.

WHEREFORE, Plaintiffs pray for an Order requiring Defendant to re-enroll and reinstating Plaintiffs to Creighton University, and enjoining Defendant from expelling, unenrolling, disciplining, retaliating against, or otherwise restricting all students' access to classes, and any other service or privilege afforded to the students of Creighton University due to their vaccination status, and such other and further relief as the Court deems appropriate. Plaintiffs further pray that a hearing be scheduled to present the Court with further evidence in support of the injunction.

Dated this 15th day of September, 2021.

LAUREN RAMAEKERS et al., Plaintiffs

By: /s/ Robert M. Sullivan

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