

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION**

CHARIF SHANAHAN, Plaintiff, v. NORTHWESTERN UNIVERSITY, KATHARINE BREEN, CHRIS ABANI, NATASHA TRETHEWEY and JUAN MARTINEZ, Defendants.	Case No. _____ JURY DEMAND
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COMPLAINT

Plaintiff Charif Shanahan (“Plaintiff”) brings the following complaint against defendants Northwestern University (“Northwestern”), Katharine Breen (“Breen”) Chris Abani (“Abani”), Natasha Trethewey (“Trethewey”), and Juan Martinez (“Martinez”).

Introduction

1. This case is about what happens when a Black professor at an elite University reports race discrimination and the institution decides to destroy his career rather than address the problem.

2. By any measure, Plaintiff is a brilliant poet. Every external reviewer who assessed his work for tenure described it in superlative terms. Northwestern’s Ad Hoc Committee called him “an extremely promising and indeed brilliant poet.”

3. Plaintiff's advisees called working with him the "highlight of my undergraduate experience."

4. At Northwestern, none of that mattered.

5. Plaintiff is a mixed-race Black man of Moroccan and Irish descent. He is the first Black faculty member in the Litowitz MFA+MA Graduate Creative Writing Program to go up for tenure in the Department of English at Northwestern.

6. In the American university system, tenure is the single most consequential employment decision a professor will face. It is a one-time, up-or-down vote that determines whether a professor receives a permanent appointment, including a guarantee of career-long employment, academic freedom, and professional standing, or is terminated.

7. A professor who is denied tenure is fired. And because denial carries an institutional judgment that the candidate was not good enough, it is a career-ending mark in a job market where hundreds of qualified candidates compete for every open position.

8. The Department voted 0-27-0 against him. Not one colleague voted in his favor. Not one abstained.

9. The Department justified that vote with a seven-page letter containing fabricated allegations about Plaintiff's teaching and professional conduct.

10. The letter claimed he told prospective graduate students that he "regretted their admission" and that they "did not belong." That never happened.

11. The letter claimed on three occasions thesis advisees asked to be reassigned because they could not work with him. In reality, Plaintiff was praised by his thesis advisees.

12. The letter also claimed that such a request had never been made, when Plaintiff himself had been asked to step in for another faculty member.

13. The letter attributed to Plaintiff the act of advocating for the firing of teaching-track colleagues. In fact, the person who reportedly did that was Trethewey, a senior faculty member in Creative Writing and an architect of the campaign against him.

14. The Department knew these claims were unreliable. The letter itself acknowledged that “any one of these events could have been misreported or susceptible to an alternate explanation.” The Department published them anyway. It never asked Plaintiff about any of them.

15. How did Northwestern arrive at this point? The path is a straight line: discrimination, then retaliation, then fabrication.

16. In academic year (“AY”) 2021-22, Plaintiff was subjected to a targeted campaign by a graduate student, which included racially denigrating course-evaluation feedback, and a discriminatory response from leadership.

17. Plaintiff reported the discrimination and took an FMLA medical leave precipitated by the harm. After his protected complaints, Northwestern escalated retaliatory actions culminating in tenure denial and related adverse actions, as detailed below.

18. Northwestern's conduct has caused Plaintiff and his career substantial and irreparable harm. Despite his extraordinary achievements and exceptional promise, Plaintiff faces the end of his academic career as a direct result of Northwestern's unlawful treatment.

19. A tenure denial at a major research university signals to every other institution that the candidate was judged unworthy by his own colleagues, foreclosing future employment at peer institutions.

20. The denial of Plaintiff's tenure, combined with the orchestrated misrepresentation of his teaching and character, have destroyed his professional trajectory and reputation in a severely competitive job market.

Jurisdiction and Venue

21. This Court has original jurisdiction over Plaintiff's claims under 42 U.S.C. § 1981 pursuant to 28 U.S.C. §§ 1331 and 1343(a)(4).

22. This Court has supplemental jurisdiction over Plaintiff's state-law claims pursuant to 28 U.S.C. § 1367(a), as the state-law claims arise from the same nucleus of operative facts as the federal claims.

23. Venue is proper in this District under 28 U.S.C. § 1391(b) because a substantial part of the events giving rise to the claims occurred in this District.

24. Northwestern is located in Evanston, Illinois.

25. Breen works in Evanston, Illinois.

26. Abani works in Evanston, Illinois.

27. Trethewey works in Evanston, Illinois.

28. Martinez works in Evanston, Illinois.

Facts

29. Plaintiff is an Assistant Professor of English and Creative Writing in the Department of English at Northwestern University and the Litowitz MFA + MA Graduate Creative Writing Program. He is a mixed-race, light-skinned Black man of Moroccan and Irish descent. He resides in Chicago, Illinois.

30. Northwestern is a private research university located in Evanston, Illinois. Northwestern employed Plaintiff at all times relevant to this action and is liable for the acts of its agents and employees.

31. Breen, Abani, Trethewey, and Martinez are Northwestern employees and Plaintiff's superiors. They are sued in their individual capacities for defamation.

Plaintiff's Hiring and Scholarly Distinction

32. Northwestern hired Plaintiff as a member of the Department of English's teaching-track faculty, with the rank of Associate Professor of Instruction, effective September 1, 2020.

33. He had outlined his pedagogical commitments and practices throughout the interview process, including through a teaching demonstration to the Department.

34. His commitments included diversifying the poetry curriculum, a goal Northwestern identified as a noted factor in his hire.

35. In February 2021, Dean Adrian Randolph reaffirmed Northwestern's support of Plaintiff's curricular goals and acknowledged that conduct by two teaching-track colleagues who had attempted to dictate Plaintiff's teaching methods was "inappropriate."

36. Northwestern promoted Plaintiff to the tenure track effective AY 2021-22.

37. Plaintiff's scholarly record is exceptional and undisputed.

38. Plaintiff has published two acclaimed poetry collections. His poetry has earned some of the highest honors in American literature and appeared in major publications such as *The New Yorker*. A fuller account of Plaintiff's publications, awards, and recognitions is available at www.charifshanahan.com.

39. All external reviewers of his scholarly work described him in strongly positive terms. Northwestern's own Ad Hoc Committee acknowledged that Plaintiff is "an extremely promising and indeed brilliant poet."

40. Over the last fifteen (15) years, Plaintiff has also established a national reputation as a generous and effective educator and community member, appointed by elite creative writing programs and invited by institutions nationwide to teach and lecture as a visiting writer, and as a sought-after mentor and editor.

41. Plaintiff is the second creative writing faculty member, and the first Black faculty member, in the Litowitz MFA + MA Graduate Creative Writing Program, to go up for tenure in the Department of English.

The Graduate Student Campaign (AY 2021-22)

42. During AY 2021-22, Plaintiff taught two graduate creative writing workshops (ENG 496 in Fall 2021 and Spring 2022). A graduate student enrolled in both. Over the course of that year, the graduate student engaged in a pattern of targeted misconduct directed at Plaintiff.

43. The graduate student yelled at Plaintiff in his office. He positioned himself as a quasi-co-instructor in the workshop, turning class participation into declarations of authority. He organized post-class walks during which he recruited other students to a campaign against Plaintiff.

44. A fellow graduate student announced a plan to “get [Plaintiff] fired” and encouraged other graduate students to falsify complaints about Plaintiff to Abani as Director of Creative Writing. Students declared that Plaintiff was “unable to identify or address race in the classroom or his own racial identity.”

45. In the Fall 2021 course evaluations (CTECs), students left feedback that Department Chair Breen later described in writing to Dean Randolph and Associate Provost Sumit Dhar as “racially denigrating” and “racist.”

46. One evaluation criticized Plaintiff for being “unable to identify his own racial identity.” The Spring 2022 CTECs were not generated.

47. An independent corroborating account confirmed Plaintiff’s version of events, in the form of a multi-page letter describing the graduate student’s aggressive conduct, the smear campaign, and the plan to “get [Plaintiff] fired.”

48. The student found the criticism of Plaintiff's alleged inability to address race in the classroom "baseless" given the poets they were studying. This letter was provided to Trethewey and Breen.

49. Neither the letter nor any details of its testimony was shared with the 27 faculty members who voted on Plaintiff's tenure despite Departmental colleagues explicitly requesting more information about the AY 21-22 workshops.

"Be More African": Supervisor Abani's Discriminatory Response

50. Over AY 2021-22, Plaintiff repeatedly reported the graduate student misconduct to, among others, Abani as Director of Creative Writing.

51. Rather than addressing the misconduct, Abani told Plaintiff that he needed to "man up" and "be more African," among other things

52. Abani's instruction to "man up" and "be more African" placed the cause of, and the solution to, the racist student misconduct on Plaintiff's race and attributed the problem to Plaintiff's failure to perform his race in a manner Abani deemed appropriate.

53. No member of the Northwestern's leadership, including Abani, Breen, and Randolph, directed Plaintiff to the relevant campus support offices or reported the misconduct to those offices, as required by Northwestern policy for mandatory reporters.

Northwestern's Response: Money to Make the Problem Disappear

54. In June 2022, Dean Randolph acknowledged the problem after Plaintiff sought to resign.

55. On June 6, 2022, to discourage Plaintiff from resigning, Randolph authorized a \$15,000 deposit into Plaintiff's discretionary funds and promised an increased salary. In August 2022, Randolph authorized a 7% raise for AY 2022-23, increased from the previously negotiated 5% per Plaintiff's appointment letter.

56. In December 2022, Department Chair Breen had identified in writing the root cause of the problem in Abani's failure to intervene and in Randolph's decision to appoint Abani as Director of Creative Writing.

57. On December 12, 2022, Breen described student feedback in the CTEC report as "racially denigrating" and "racist" in written communications to Randolph and Dhar. The institution recognized the discrimination. It chose to buy silence instead of addressing it.

Plaintiff Reports Discrimination, and the Retaliation Begins

58. On February 2, 2023, Plaintiff complained to Dean Randolph about discriminatory and retaliatory behavior by Program and Department leadership with respect to his teaching and service. These are the same categories of performance that Dean Randolph would later cite as the stated reasons for denying Plaintiff's tenure.

59. On February 14, 2023, Dean Randolph authored a memorandum (the "Dean's Memorandum") that contextualized the Fall 2021 CTEC scores in light of the documented graduate student misconduct, recorded Plaintiff's reports of racial discrimination, among other things, and stated it was to be shared with any

Northwestern colleague tasked with evaluating Plaintiff's teaching. The memorandum was placed in Plaintiff's personnel file.

60. In March and April 2023, Plaintiff took approved medical leave (short-term disability and FMLA) precipitated by the sustained harm caused by the discriminatory treatment, the hostile work environment, and Northwestern's failure to address the graduate student misconduct.

61. In February 2023, Associate Provost Dhar had acknowledged and apologized for Northwestern's institutional failures and facilitated Plaintiff's March–April 2023 medical leave.

62. On March 8, 2023, Plaintiff asked for guidance on how to report and document mistreatment not clearly connected to a protected identity. Dhar did not direct Plaintiff to the Office of Community Standards regarding that request. Dhar also informed Plaintiff that no further action was required on his part regarding his reports of discriminatory conduct to Randolph and Dhar.

63. The retaliation was swift. Upon Plaintiff's return from medical leave in May 2023, Department Chair Breen withdrew the Department's support of Plaintiff's early tenure bid; support that Breen, Abani, and Trethewey had previously confirmed in writing.

64. Breen cited "a pattern of issues" in Plaintiff's teaching.

65. According to Breen, the components of that "pattern" were: (a) the occurrences at the AY 2021-22 workshops; (b) a grade complaint that had been

upheld on grounds inconsistent with Weinberg policy; and (c) the reduced number of courses on Plaintiff's record due to his medical leave.

66. In July 2023, Plaintiff filed a complaint with Northwestern's Office of Civil Rights (OCR) alleging discrimination based on race and retaliation, among other things.

67. Abani and Trethewey had expressed no concerns about Plaintiff's teaching at the end of AY 2021-22, after both graduate workshops had concluded. Their concerns materialized only after Plaintiff reported discrimination.

68. Abani's and Trethewey's concerns first appeared after Plaintiff returned from medical leave and reported discrimination to Department, College, and University leadership and to OCR.

The Departmental Letter: Fabrications Presented as Fact

69. Plaintiff applied for tenure during AY 2024-25.

70. The tenure process at Northwestern requires a candidate to progress through sequential reviews: first, the candidate's own Department votes; then the Dean convenes an independent Ad Hoc Committee of faculty from outside the Department; then a University-wide Committee on Tenure and Promotion reviews the file; and finally the Board of Trustees acts.

71. A negative recommendation at the Department vote stage poisons every subsequent review because each body relies on the Department's own account of the candidate's record.

72. Plaintiff's Department voted unanimously, 0-27-0, to recommend against tenure. Not one of twenty-seven colleagues voted yes. Not one abstained.

73. In university tenure decisions, a unanimous negative vote is vanishingly rare, particularly for a candidate whose scholarly record is conceded to be exceptional.

74. Breen published a seven-page letter to Dean Randolph dated October 24, 2024, conveying the deliberations and result.

75. The letter was published to the Dean, the Provost, the Ad Hoc Committee, the Committee on Tenure and Promotion, and the Board of Trustees.

76. The letter acknowledged Plaintiff's exceptional scholarly record. The unanimous negative vote rested on teaching and service, the categories in which the Department deployed false statements and a distorted narrative.

77. Faculty members who had been named as respondents in Plaintiff's discrimination and retaliation complaints, including Breen and Abani, participated in the tenure vote and in the preparation of the letter.

78. Prior to the review, Plaintiff had requested that Abani and Breen be recused under the Faculty Handbook's provision requiring recusal of faculty with a "documented disputatious relationship" with the candidate. The Dean's Office denied the request, citing a policy exception.

79. The letter contained numerous fabrications. Some examples are below.

80. The Recruitment Event Fabrication: The letter stated: “At a graduate recruitment event, admitted applicants reported being told by Plaintiff that he regretted their admission and that they did not belong in the MFA program.”

81. This never happened. Plaintiff has never told any prospective student that he regretted their admission or that they did not belong. The letter identified no student names, and no date. Plaintiff was not approached by Program leadership at the time to assess the accuracy of the complaint per Weinberg College policy.

82. The Thesis Advisee Fabrication: The letter stated: “On three separate occasions, advanced students asked to be assigned to a different adviser for their honors theses, stating that they felt unable to work productively with Plaintiff (this administrator had never received any such requests regarding other faculty members).”

83. Both claims are false. Plaintiff has had four honors thesis advisees. All four reported positive experiences. Two provided glowing written testimonials included in his tenure file. Another described working with him as the “highlight of my undergraduate experience.”

84. The claim that “this administrator had never received any such requests regarding other faculty members” is contradicted by Director of Undergraduate Studies Martinez’s own written communication asking Plaintiff to take on a student whose assigned advisor had been the subject of a transfer request.

85. The Misattributed Advocacy for Firing Faculty: The letter stated: “On another occasion, Plaintiff advocated for the firing of teaching-track faculty members who had been on the opposing side of a contentious issue.”

86. Plaintiff never advocated for the firing of any faculty member. The person who reportedly did so was Trethewey, as a senior faculty member in Creative Writing, who reported this to Plaintiff herself.

87. Trethewey reportedly advocated for those firings in a 2021 meeting with Abani and Dean Randolph. Dean Randolph has firsthand knowledge of this fact. The Department attributed to Plaintiff conduct undertaken by one of the primary architects of the retaliatory campaign against him.

88. The False Claim of Ignored Feedback: The letter stated that “one colleague noted that these patterns have intensified over time despite ‘extensive feedback’ from senior members of the department about best practices, none of which appear to have been taken up.”

89. In fact, Plaintiff received no “extensive feedback” about best practices. He received feedback about grading that arose during an exchange with Breen and Abani, who upheld a student’s grade complaint on a basis inconsistent with the only permissible grounds per Weinberg policy. Trethewey reportedly informed Breen and Abani at the time that the Plaintiff’s grading practices matched her own, which she affirmed to Plaintiff in a December 2023 meeting.

90. The Intentional Breach of Confidentiality Accusation: A colleague described an alleged breach of confidentiality in a hiring committee assignment as “very clearly no innocent ‘accident’ but rather a shocking breach, one with harms so immediate that they could only be understood as intentional.”

91. In reality, the Department never approached Plaintiff to obtain his account before publishing this characterization of deliberate misconduct.

92. The Department knew these claims were unreliable and/or false. The letter itself stated that “any one of these events could have been misreported or susceptible to an alternate explanation.” The Department voted “reluctantly” and published the unreliable and/or false statements anyway.

93. Breen, Abani, Trethewey and/or Martinez are the only individuals in the Department who could have made the defamatory statements because, among other reasons, they are the individuals in the Department who held the relevant administrative roles and could claim to be aware of any of these circumstances. They also knew or should have known the statements they made, as reflected in the letter, were false and defamatory.

94. The Department never sought Plaintiff’s response to any of these allegations at the time that they allegedly had occurred or before publishing them in a letter that would be reviewed by the Dean, the Provost, the Ad Hoc Committee, the Committee on Tenure and Promotion, and the Board of Trustees.

Suppression of the Dean's Memorandum

95. On May 14, 2025, Plaintiff received his personnel file following the tenure denial.

96. The Dean's Memorandum of February 14, 2023, which had been expressly designated for inclusion in his file and for distribution to any Northwestern colleague evaluating his teaching, was absent.

97. The memorandum was not provided to the Department, the Ad Hoc Committee, the Committee on Promotion and Tenure, or any evaluating body during Plaintiff's tenure review. It was not in the personnel file sent to Plaintiff.

98. When Plaintiff asked Chair Breen to ensure the memorandum was distributed to his reappointment evaluators, Breen stated that the memorandum had been "superseded" by a February 19, 2024 joint letter from Dean Randolph, Chair Breen, and Associate Provost Dhar. Dean Randolph repeated this response.

99. The two documents served entirely different functions. The Dean's Memorandum was an outward-facing document for evaluators documenting racial harassment and contextualizing teaching evaluations. The joint letter was addressed solely to Plaintiff and purported to close his OCR complaints.

100. Plaintiff reiterated that his complaints remained unresolved in communications to Randolph and Dhar in March 2024.

101. The OCR communications emphasized Plaintiff's subjective experience of the reported misconduct and referred to involved graduate students as "difficult."

102. The dismissal of Plaintiff's complaints also relied on shifting rationales, including that sufficient evidence to connect the reported conduct to a protected class or activity did not exist, then that the reported conduct did not rise to the level of harassment.

103. Following Dhar's dismissal of Plaintiff's March 2024 communication, Plaintiff asked OCR in May and June 2024 to establish a clear record of the reported misconduct that centered the University policies and behavioral expectations implicated.

104. The joint letter also reframed the qualitative feedback that Breen had previously characterized as "racially denigrating" and "racist" as merely "objectionable," thereby minimizing the racialized aspects of the misconduct.

105. The suppression deprived every evaluating body of critical evidence: that the Fall 2021 CTEC scores and comments reflected documented student misconduct and racial harassment; that institutional leadership had contemporaneous knowledge of the misconduct; and that the Dean had affirmatively acted to retain Plaintiff because of the harm he sustained.

The Ad Hoc Committee: Adopting the False Record

106. Dean Randolph convened an Ad Hoc Committee, which reviewed the file and issued a report on March 7, 2025.

107. The Ad Hoc Committee exists as an independent check on the Department to ensure that tenure decisions are based on fact, not internal politics. It is the candidate's primary protection against a biased departmental process.

108. The Committee did not have the Dean's Memorandum. It was not informed of the racial misconduct that the memorandum documented.

109. The Committee unanimously upheld the Department's recommendation against tenure. It characterized Plaintiff as "unable or unwilling to fulfill all parts of his job requirements." The Committee reiterated, without independent verification, the false and distorted statements from the Department's letter.

110. Plaintiff had submitted an explanatory letter to Dean Randolph dated November 15, 2024, with enclosures of earlier communications regarding unresolved complaints of discrimination and retaliation, which Dean Randolph solicited during the review. That letter was omitted from Plaintiff's tenure dossier and not passed along to the Ad Hoc Committee.

111. The Committee drew a negative inference from Plaintiff's do-not-contact list for external reviewers, characterizing its length as evidence of "a problematic relationship to the candidate's colleagues."

112. The Committee was not told that the list consisted of close professional and personal associates of Abani and Trethewey, the alleged retaliators, despite the College's awareness.

113. The Committee also endorsed an external reviewer's characterization of Plaintiff's engagement with "identity constructs" as "less about poetry than about a social agenda," revealing an intellectual bias connected to the racial content of his work, inconsistent with the protections of Plaintiff's academic freedom.

The Cascade of Adverse Actions

114. On April 25, 2025, Northwestern denied Plaintiff's tenure application.

115. On July 24, 2025, Northwestern precluded Plaintiff from completing the internal tenure appeal process.

116. On September 23, 2025, Northwestern dismissed Plaintiff's petition to the Board of Trustees regarding due-process violations in the appeal process.

117. On September 29, 2025, Associate Provost Dhar imposed communications restrictions on Plaintiff, characterizing his requests for clarification of institutional decisions and evaluations, to which he was contractually entitled, as "disruptive" and "inordinate" in volume, and describing Plaintiff's pursuit of clarification as his "practice of incessantly emailing" his colleagues.

118. On October 8, 2025, Breen separately imposed communications restrictions on Plaintiff with respect to his "record," preventing him from referring to his own teaching and service experiences while collaborating on Program governance with colleagues.

119. Upon information and belief, no other junior faculty member in the Department or the College has been subjected to a comparable embargo on discussing their pre-review experiences or the substance of their evaluations.

120. On October 8, 2025, Breen accused Plaintiff of attempting to “(re)characterize” his teaching record when Plaintiff engaged the Director of Creative Writing about two standard Program matters: expectations of thesis committee members and effects of cross-genre enrollment.

121. In fact, it was the Department that had recharacterized Plaintiff’s teaching record upon his return from medical leave in May 2023 by recasting his documented experiences of discrimination in and around the AY 2021-22 graduate workshops as among a “pattern of issues” in his teaching.

122. On the same date, Breen dismissed an email of gratitude from a graduate student, included in Plaintiff’s tenure and reappointment dossiers, as “vague” for not identifying “specific pedagogical techniques.”

123. The graduate student had thanked Plaintiff for engaging with her poems “so deeply” and for offering “such carefully considered advice and insight,” described his class as “instrumental” and “one of the most helpful of the program,” and requested Plaintiff’s continued mentorship.

124. Breen’s dismissal of clear evidence of effective graduate teaching further evidenced the predetermined nature of the Department’s evaluation.

125. On October 24, 2025, the Department recommended against Plaintiff's three-year reappointment, citing the same distorted teaching narrative used in the tenure denial. Chair Breen notified Plaintiff on October 29, 2025.

126. On November 11-12, 2025, Breen obstructed substantive engagement about the October 24, 2024 evaluation letter, changed the meeting agenda, and declared the Department's role in Plaintiff's reviews "complete."

127. Each of these actions occurred after Plaintiff had engaged in protected activity.

The Stated Reasons for the Tenure Denial Are Pretextual

128. Plaintiff's scholarly credentials are undisputed and exceptional. The teaching concerns that the Department cited rested on false factual claims, the suppression of exculpatory evidence, egregious ad hominem criticisms, the application of evaluative criteria outside of Northwestern's published review standards, the participation of biased decision-makers who should have been recused, and the failure to investigate the sources of the claims with Plaintiff before publishing them or at the time they had allegedly been made.

129. In a May 1, 2025 letter to Plaintiff, Dean Randolph cited among his reasons for denying Plaintiff's tenure unspecified "qualitative remarks" regarding problematic pedagogical practices that had been conveyed to him, in part, by colleagues who had not observed Plaintiff's teaching.

130. Plaintiff requested clarification in a May 2, 2025 letter.

131. Dean Randolph did not respond to the letter and refused to clarify those remarks in a May 20, 2025 meeting, directing Plaintiff back to the Departmental colleagues about whom Plaintiff had filed formal complaints. Randolph repeated this refusal by email on May 27, 2025.

132. In his May 1, 2025 letter, Dean Randolph cited neither of the two glowing teaching observations in Plaintiff's file, written by Departmental colleagues outside of Creative Writing, including the incoming Department Chair Professor Kelly Wisecup.

133. The tenure denial also cited alleged deficiency in graduate mentorship for not having formally advised an MFA thesis, notwithstanding the Litowitz MFA+ MA Guidebook stating that "faculty may decline to advise particular thesis projects" and other structural factors outside Plaintiff's control.

134. The Department cited service concerns that had not previously been shared with Plaintiff by any member of leadership, do not assess his performance on his primary service assignments, and rely on rumor and ad hominem criticism inconsistent with the University's published evaluation rubrics.

135. On June 20, 2025, Plaintiff submitted a letter addressing the substance of the Department's evaluation.

136. On June 23, 2025, Plaintiff submitted an addendum, which included documented breaches of confidentiality and violations of College and University policy by Program and Department leadership with respect to hiring and promotion practices.

137. The Program, Department, College, and University dismissed or refused to acknowledge both documents.

138. As to Plaintiff's service, the Department emphasized its "particular" concern about a "major breach of confidentiality" that Plaintiff allegedly committed while serving on a search committee in AY 2021-22.

139. The Department never engaged Plaintiff about this allegation, never provided him with details, and published it as a basis for its negative evaluation without affording him any opportunity to respond.

140. The Department acknowledged the unreliability of its own claims. It published them as established fact.

141. The stated reasons for the tenure denial are not the real reasons. The real reason is that Plaintiff reported racial discrimination, and the institution decided to punish him for it.

142. Plaintiff filed a Charge of Discrimination with the Illinois Department of Human Rights, cross-filed with the EEOC, in December 2025.

COUNT I
Race Discrimination Under 42 U.S.C. § 1981
(Against Defendant Northwestern)

143. Plaintiff re-alleges and incorporates the allegations in all preceding paragraphs as though fully set forth herein.

144. 42 U.S.C. § 1981 guarantees all persons the same right to make and enforce contracts as is enjoyed by white citizens.

145. Plaintiff's employment relationship with Northwestern constitutes a contract within the meaning of § 1981.

146. Northwestern discriminated against Plaintiff on the basis of race, color, ancestry, and national origin, among other ways, by: (a) subjecting him to discriminatory remarks by his direct supervisor ("man up," "be more African"); (b) failing to address documented racial harassment by a graduate student; (c) constructing and deploying a false narrative about his teaching and character; (d) publishing fabricated allegations in the October 24, 2024 letter; (e) suppressing exculpatory documentation, including the Dean's Memorandum; (f) permitting faculty members who were respondents in Plaintiff's discrimination and retaliation complaints to participate in his tenure review; (g) denying his tenure based on pretextual reasons; (h) precluding his tenure appeal; and (i) denying his reappointment.

147. Plaintiff is the first Black faculty member in the Litowitz MFA + MA Graduate Creative Writing Program to go up for tenure in the Department of English.

148. The Department voted unanimously against Plaintiff despite an exceptional and undisputed scholarly record. The stated reasons for the denial are pretextual, as set forth above.

149. Northwestern's discrimination was intentional and willful.

150. As a direct and proximate result of Northwestern's race discrimination, Plaintiff has suffered and continues to suffer economic losses, including lost wages, lost benefits, lost future earning capacity, and damage to his professional reputation and career trajectory. He has also suffered and continues to suffer emotional distress, humiliation, and mental anguish.

COUNT II
Retaliation Under 42 U.S.C. § 1981
(Against Defendant Northwestern)

151. Plaintiff re-alleges and incorporates the allegations in all preceding paragraphs as though fully set forth herein.

152. Plaintiff engaged in protected activity under 42 U.S.C. § 1981, among other ways, by: (a) reporting race discrimination to Northwestern leadership; (b) reporting to Dean Randolph on February 2, 2023 prejudicial behavior of Program and Department leadership with respect to his teaching and service; (c) filing a complaint with Northwestern's Office of Civil Rights in July 2023 alleging discrimination and retaliation based on race; and (d) filing a Charge of Discrimination with the Illinois Department of Human Rights, cross-filed with the EEOC, in December 2025.

153. Northwestern retaliated against Plaintiff for engaging in this protected activity, among other ways, by: (a) constructing a false teaching narrative beginning upon his return from medical leave in May 2023; (b) publishing fabricated and distorted allegations in the October 24, 2024 Departmental letter; (c) suppressing the Dean's Memorandum from his personnel file and from all evaluating bodies; (d)

permitting respondents in his discrimination complaints to participate in his tenure review; (e) denying his tenure on April 25, 2025; (f) precluding his tenure appeal on July 24, 2025; (g) imposing communications restrictions on September 29, 2025 and October 8, 2025, under circumstances in which no comparable restrictions were imposed on other junior faculty; (h) accusing Plaintiff of attempting to “(re)characterize” his teaching record when he engaged colleagues on standard Program matters; (i) dismissing clear evidence of effective graduate teaching as “vague”; (j) refusing to acknowledge Plaintiff’s June 20, 2025 letter and June 23, 2025 addendum, which included documented policy violations by Program and Department leadership; and (k) denying his reappointment on October 24, 2025.

154. A causal connection exists between Plaintiff’s protected activity and these adverse actions. The retaliatory escalation tracks his complaints in a direct temporal sequence. The decision-makers were tainted by the discriminatory animus of Abani and others.

155. The stated reasons for the adverse actions are pretextual.

156. Northwestern’s retaliation was intentional and willful.

157. As a direct and proximate result of Northwestern’s retaliation, Plaintiff has suffered and continues to suffer economic losses, including lost wages, lost benefits, lost future earning capacity, and damage to his professional reputation and career trajectory. He has also suffered and continues to suffer emotional distress, humiliation, and mental anguish.

COUNT III

Defamation Per Se Under Illinois Common Law
(Against Defendants Northwestern, Breen, Martinez, Trethewey, and Abani)

158. Plaintiff re-alleges and incorporates the allegations in all preceding paragraphs as though fully set forth herein.

159. The October 24, 2024 letter was the collective product of two days of departmental deliberations on October 8 and October 10, 2024.

160. Twenty-seven (27) tenured faculty participated in the vote.

161. Breen drafted and signed the letter in her capacity as Department Chair.

162. Northwestern published the letter to the Dean, the Provost, the Ad Hoc Committee, the Committee on Tenure and Promotion, and the Board of Trustees.

163. The letter formed the documentary basis for Plaintiff's tenure denial and reappointment denial.

164. Of the twenty-seven (27) faculty who voted, only five (5) are faculty in Plaintiff's program. Of those five (5), Martinez, Trethewey, and Abani served as the program's faculty administrators and as such had personal knowledge of the underlying events the letter describes. They were the only Department members who could claim to have received the student complaints, specifically with respect to the claims about honors theses and the AY 2021-22 graduate workshops, or participated in the leadership decisions on which the letter's accusations rest.

165. Upon information and belief, each attended the deliberations on October 8 and October 10, 2024; each contributed one or more of the false statements set forth below to those deliberations and to the letter; and each reviewed and approved the letter before its publication.

166. Upon information and belief, Martinez, Trethewey, and Abani agreed to publish, and did publish, a letter they knew, or recklessly disregarded, contained false statements of fact concerning Plaintiff.

167. For example, among other things, they: (a) acted with a common purpose: to defeat Plaintiff's tenure and to retaliate against him for reporting racial discrimination and harassment; (b) coordinated their statements during the deliberations; (c) contributed those statements to the letter; (d) reviewed and approved Breen's draft; (e) authorized publication; (f) concealed exculpatory evidence from the colleagues asked to vote on Plaintiff's tenure, including the Dean's February 14, 2023 Memorandum, glowing evaluations about Plaintiff's teaching by students and Departmental colleagues, and details of the corroborating account that confirmed the plan "to get [Plaintiff] fired"; and/or (g) each republished the false statements when the letter was transmitted to the Ad Hoc Committee, the Committee on Tenure and Promotion, the Dean, the Provost, and the Board of Trustees.

168. The following statements published in the October 24, 2024 letter are false statements of fact concerning Plaintiff. Each imputes an inability to perform, or a want of integrity in the discharge of, the duties of Plaintiff's office or

employment. Each prejudices Plaintiff in his profession. Each is defamatory per se under Illinois law. Damages are presumed.

169. The Recruitment-Event Statement. The letter states: “At a graduate recruitment event, admitted applicants reported being told by Professor Shanahan that he regretted their admission and that they did not belong in the MFA program.”

170. The statement is false. Plaintiff never told any prospective or admitted student that he regretted that student’s admission or that the student did not belong in the MFA program.

171. The structure of the admissions process forecloses the alleged conduct. Plaintiff reviewed only poetry applications and selected admitted students with Trethewey. When an applicant whose file Plaintiff reviewed was admitted to the Program, Plaintiff had advocated for that admission.

172. Of the twenty-seven (27) voting faculty, only Plaintiff’s Program colleagues participated in graduate recruitment events or knew that Plaintiff only reviewed poetry applications; twenty-two (22) of the twenty-seven (27) voting faculty had no such involvement or insight.

173. Upon information and belief, the statement was made by Abani, Trethewey, or both. Abani served as Director of Creative Writing and held responsibility for graduate recruitment. Trethewey served as senior Creative Writing faculty and participated in those events, then later succeeded Abani as Director of Creative Writing.

174. Defendants published the statement without identifying any student, without providing any date, and without seeking Plaintiff's account at the time consistent with the Weinberg College policy governing student complaints.

175. The Thesis-Advisee Statement. The letter states: "On three separate occasions, advanced students asked to be assigned to a different adviser for their honors theses, stating that they felt unable to work productively with Professor Shanahan (this administrator had never received any such requests regarding other faculty members)."

176. Both clauses are false.

177. Plaintiff has had four honors thesis advisees. All four reported positive experiences. Two provided written testimonials included in Plaintiff's tenure file. Another described working with Plaintiff as the "highlight of my undergraduate experience."

178. The parenthetical claim is also false. Martinez, as the former Director of Undergraduate Studies, asked Plaintiff to take on a student whose previously assigned adviser had been the subject of a transfer request.

179. Upon information and belief, the statement was made by Martinez. The letter narrows the speaker by referring to "this administrator," and the surrounding text identifies that administrator as the Director of Undergraduate Studies, who administers the undergraduate honors program. Martinez held that role during the period the statement describes.

180. Even on the assumption that some advanced student requested reassignment at some point, Martinez published the statement with knowledge of the contemporaneous positive testimonials his own office received from Plaintiff's advisees, which establishes Martinez's knowledge of falsity or his reckless disregard for the truth of what he published.

181. The Misattributed Firing Advocacy. The letter states: "On another occasion, Professor Shanahan advocated for the firing of teaching-track faculty members who had been on the opposing side of a contentious issue."

182. The statement is false. Plaintiff never advocated for the firing of any faculty member. The conduct attributed to Plaintiff was reportedly undertaken by Trethewey.

183. In 2021, Trethewey advocated to Abani and Dean Randolph that the same teaching-track faculty members be fired, on grounds rooted in violations of her own academic freedom dating to 2017.

184. Trethewey reported this conduct to Plaintiff herself.

185. Dean Randolph and Abani had firsthand knowledge of Trethewey's advocacy.

186. Upon information and belief, the statement was made by Trethewey. Trethewey alone among the voting faculty had the personal knowledge necessary to project her own conduct onto Plaintiff.

187. Abani knew that Trethewey was the actor and permitted the misattribution to be published.

188. The Department published the statement without seeking Plaintiff's account.

189. The "Intentional" Confidentiality-Breach Statement. The letter characterizes an alleged breach of confidentiality by Plaintiff in a hiring committee assignment as "very clearly no innocent 'accident' but rather a shocking breach, one with harms so immediate that they could only be understood as intentional."

190. The statement is false. Plaintiff committed no breach of confidentiality, intentional or otherwise.

191. The Department has refused to identify the alleged breach despite Plaintiff's requests for clarification.

192. Upon information and belief, the statement was made by Trethewey or Abani. Each held service or leadership responsibility relevant to the AY 2021-22 search committee referenced in the letter—Trethewey as chair of the search committee, Abani as then-Director of Creative Writing.

193. The statement was published without any inquiry into Plaintiff's account and without any investigation that could establish "intent."

194. The Spring 2022 Half-Truth. The letter states: "This pattern was repeated in the Spring 2022 graduate course, with the result that just two students remained in the course by the end of the quarter."

195. The statement is false by implication. Only three students enrolled in the Spring 2022 graduate course. The single student who left reportedly did so for health reasons known to the Program and Department. The framing implies a mass departure attributable to Plaintiff's conduct. No such departure occurred.

196. The Ad Hoc Committee subsequently characterized the statement as "in one graduate class nearly all students dropped," compounding the misrepresentation Defendants set in motion.

197. Upon information and belief, the statement was made by Abani or Breen. As Director of Creative Writing and Chair during Spring 2022, Abani and Breen, respectively, possessed the enrollment data that would have prevented any honest speaker from rendering the statement as the letter renders it.

198. Defendants knew the statements were false or published them in reckless disregard of their truth.

199. The letter itself acknowledges that "any one of these events could have been misreported or susceptible to an alternate explanation." Defendants nonetheless published the statements as established fact. They published "reluctantly," by their own description, but they published anyway.

200. Defendants never sought Plaintiff's account before publishing accusations of intentional professional misconduct. Among other things, they: (a) never identified the students alleged to have made the underlying complaints; (b) never provided dates; (c) had never assessed the accuracy of the alleged complaints through engagement with Plaintiff as faculty, as required by Weinberg College

policy; (d) published the misattribution of Trethewey's own conduct to Plaintiff; (e) suppressed the Dean's February 14, 2023 Memorandum, which had been designated for distribution to any colleague evaluating Plaintiff's teaching; (f) suppressed the independent corroborating account that exposed the racially denigrating campaign; and (g) permitted faculty named as respondents in Plaintiff's discrimination and retaliation complaints, including themselves, to participate in the deliberations and to author the letter.

201. Each of these acts independently overcomes any conditional privilege available to academic tenure deliberations under Illinois law. Together, they establish abuse of any such privilege.

202. In addition to and in the alternative to the foregoing, Plaintiff pleads defamation by implication.

203. Defendants juxtaposed, omitted, and framed the statements set forth above in a manner that created false defamatory impressions concerning Plaintiff.

204. For example, the Spring 2022 half-truth is illustrative. Defendants stated that "just two students remained" without disclosing that only three students enrolled or that the departing student had already fulfilled her workshop requirements and left for health reasons known to the Program and Department.

205. The statement, as framed, implied a mass classroom departure attributable to Plaintiff's conduct. The Ad Hoc Committee then characterized the statement as "in one graduate class nearly all students dropped," compounding the implication Defendants set in motion.

206. As another example, the recruitment-event and thesis-advisee statements likewise implied an ongoing and corroborated pattern of misconduct, an implication Defendants knew was false.

207. Defendants intended these implications or recklessly disregarded the false impressions their juxtapositions and omissions would create.

208. Plaintiff has been damaged by those false implications.

209. Martinez, Trethewey, and Abani combined for the unlawful purpose of defaming Plaintiff and for the purpose of using the tenure process as the instrument of retaliation for Plaintiff's protected complaints of race discrimination.

210. For example, among other things, they: (a) agreed to publish a letter they knew, or recklessly disregarded, contained false statements of fact concerning Plaintiff; (b) coordinated their contributions during the October 8 and October 10, 2024 deliberations; and/or (c) reviewed and approved the final letter.

211. Each is jointly and severally liable for each defamatory statement set forth above, regardless of which of them spoke any particular statement.

212. Martinez, Trethewey, and Abani each republished the defamatory statements when the letter was transmitted to the Ad Hoc Committee, the Committee on Tenure and Promotion, the Dean, the Provost, and the Board of Trustees.

213. Each republication is an independent act of publication.

214. Northwestern republished and ratified the defamatory statements through the Ad Hoc Committee Report dated March 7, 2025, which adopted the false narrative without independent verification; through the tenure denial dated April 25, 2025; and through the reappointment denial dated October 24, 2025.

215. Northwestern is also liable for the defamatory statements under *respondeat superior*.

216. Breen spoke in her individual capacity and upon information and belief authored the letter in her capacity as Department Chair.

217. Martinez, Trethewey, and Abani spoke in their capacities as Department members and Program leaders.

218. Each of the foregoing statements imputes an inability to perform, or a want of integrity in the discharge of, the duties of Plaintiff's office or employment, and each prejudices Plaintiff in his profession.

219. Defendant Breen published the letter in her individual capacity and in her capacity as Department Chair. Defendants Martinez, Trethewey, and Abani published their respective statements in their individual capacities and in their capacities as Northwestern employees.

220. Plaintiff did not learn of the contents of the October 24, 2024 letter until May 14, 2025, when he received his personnel file. The version of the letter provided to Plaintiff redacted the names of the speakers.

221. The precise attribution of each statement to a specific speaker is uniquely within Defendants' knowledge and will be developed in discovery.

222. Plaintiff pleads attribution in the alternative under Federal Rule of Civil Procedure 8(d)(2) and (3) where attribution remains uncertain.

223. Under the discovery rule, the statute of limitations runs from May 14, 2025.

224. As a direct and proximate result of the defamatory statements, Plaintiff has suffered and continues to suffer damage to his professional reputation, lost career opportunities, emotional distress, humiliation, and mental anguish.

COUNT IV
Breach of Contract
(Against Defendant Northwestern)

225. Plaintiff re-alleges and incorporates the allegations in all preceding paragraphs as though fully set forth herein.

226. Plaintiff's employment relationship with Northwestern was governed by a contract.

227. The contract consisted of Plaintiff's letters of appointment, the Northwestern University Faculty Handbook, the Weinberg College Chairperson's Handbook: Procedures and Practices, the Litowitz MFA + MA Guide to Graduate Study, and the Guidelines for Handling Appeals Made to the University Faculty Appeals Panel.

228. Northwestern published these documents to its faculty, applied them as binding regulations of the University, and required Plaintiff and his colleagues to comply with them. The documents set out specific procedural and substantive

protections governing tenure review, evaluation, discipline, appeal, recusal, and the workplace environment.

229. These protections exist because a tenure decision is irreversible: once denied, the professor is terminated, and the procedural safeguards are the only barrier between a fair evaluation and an arbitrary one.

230. Plaintiff accepted these terms by joining and continuing as a member of the Northwestern faculty.

231. Plaintiff fully performed his obligations under the contract. He produced an exceptional and undisputed scholarly record. He met or exceeded every benchmark for teaching, research, and service set out in his letters of appointment and in the governing handbooks.

232. Northwestern breached the contract in multiple, independent ways including but not limited to the ways alleged below.

233. Recusal of Faculty With a Documented Disputatious Relationship. The Chairperson's Handbook required that "department members with a documented disputatious relationship with a candidate should recuse themselves from reviewing the candidate's materials, the discussion, and the vote" and stated that "[i]ndividuals are expected to recuse themselves."

234. Plaintiff invoked this provision in advance of the tenure review.

235. The Dean's Office denied the request. Northwestern then permitted Breen, Abani, and Trethewey, named respondents in Plaintiff's discrimination and retaliation complaints, to participate in the tenure vote, in the deliberations, and in the preparation of the October 24, 2024 letter.

236. Assessment of Student Complaint Accuracy. The Chairperson's Handbook required that "[i]f the department receives complaints from students about a faculty member's teaching, advising, or collegiality, the chair or designated senior colleague must look into the accuracy of such complaints and work with the faculty member to resolve any issues and improve performance."

237. Northwestern published unverified student complaints in the October 24, 2024 letter without ever asking Plaintiff about any of them. These included unverified student complaints connected to the AY 2021-22 workshops, in which Plaintiff had sustained and explicit racial bias, to the documented awareness of leadership. The letter itself acknowledged the absence of inquiry, conceding that "any one of these events could have been misreported or susceptible to an alternate explanation."

238. Department Letter Standards. The Chairperson's Handbook required the departmental letter to "assess dispassionately the content, quality, and importance of the candidate's work," to present "[s]trengths and weaknesses . . . in all cases," and to provide "a full and candid account of departmental discussion, both positive and negative."

239. The October 24, 2024 letter did the opposite. It deployed fabricated factual claims about Plaintiff's teaching and conduct, suppressed countervailing testimonials and the Dean's Memorandum, and substituted ad hominem characterization for evaluation.

240. Confidentiality of Personnel Discussions. The Chairperson's Handbook required that "[a]ll discussions of personnel matters must be treated as confidential."

241. Northwestern published in the October 24, 2024 letter an accusation that Plaintiff had committed "very clearly no innocent 'accident'" but "a shocking breach" of confidentiality "so immediate that [it] could only be understood as intentional," without ever obtaining Plaintiff's account, and then circulated that accusation to the Provost, the Ad Hoc Committee, the Committee on Tenure and Promotion, the Dean, and the Board of Trustees.

242. Evaluation and Feedback. The Faculty Handbook required that "the substance of any evaluation . . . of a faculty member's performance in teaching, research, creative activities, or service" be "made available to the faculty member upon request" and that the dean or department chair "meet with the faculty member to discuss informally the content of such evaluations."

243. Northwestern represented to evaluators that Plaintiff had received "extensive feedback" he ignored. No such feedback was provided. Plaintiff's requests for clarification about Abani's and Breen's stated reason for upholding the Fall 2021 grade complaint were stonewalled then dismissed as previously answered.

244. When Plaintiff requested clarification of the “qualitative remarks” Dean Randolph cited as the basis for tenure denial, Dean Randolph refused, in writing and in person.

245. Plaintiff’s June 20, 2025 letter and June 23, 2025 addendum requesting substantive engagement about the Department’s October 24, 2024 letter of evaluation were dismissed without substantive engagement. No substantive engagement has been provided Plaintiff as of this filing.

246. Civility and Mutual Respect. The Faculty Handbook prohibited behavior that was “demeaning, intimidating, threatening, [or] bullying” or that “significantly impair[ed] the ability of a community member to learn, work, or live in the University environment,” and required faculty to comply with the University’s Policy on Civility and Mutual Respect.

247. The Chairperson’s Handbook made it the chair’s “unpleasant duty to confront” “[s]lights, aspersions, and incivility.”

248. Northwestern violated those provisions, among other ways, when Director of Creative Writing Abani told Plaintiff to “man up” and “be more African” in response to his reports of racial misconduct; when Northwestern’s leadership failed to confront the documented graduate-student bullying campaign; and when the Department published characterizations of Plaintiff as “unable or unwilling to fulfill all parts of his job requirements.”

249. Anti-Discrimination and Anti-Retaliation. The Faculty Handbook prohibited race discrimination and “strictly prohibits retaliation against any community member for reporting an incident of discrimination, harassment, or sexual misconduct or for participating, in any manner, in an investigation or hearing related to a report of discrimination, harassment, or sexual misconduct.”

250. Northwestern incorporated those prohibitions into its contract with Plaintiff.

251. Northwestern breached them through the discriminatory and retaliatory conduct described herein, including the cascade of adverse actions that followed Plaintiff’s protected complaints.

252. Academic Freedom. The Faculty Handbook provided that faculty are “entitled to the freedom to discuss their subject in the classroom,” that “[d]isciplinary action will not be used to restrain faculty members in their exercise of academic freedom,” and that “denial or delay of tenure or promotion” is covered discipline.

253. The Ad Hoc Committee endorsed an external reviewer’s characterization of Plaintiff’s engagement with “identity constructs” as “less about poetry than about a social agenda.”

254. Northwestern relied on that endorsement to deny Plaintiff tenure.

255. The endorsement and its use targeted the racial content of Plaintiff’s scholarship and breached the academic-freedom guarantee.

256. Tenure Appeal Rights. The Faculty Handbook gave Plaintiff the right to appeal a tenure denial to the Faculty Appeals Panel on grounds of inadequate consideration, violation of academic freedom, or discrimination.

257. The Ad Hoc Appeal Procedures gave Plaintiff the right to identify panelists who should be disqualified for bias and the right to rebut adverse information.

258. On July 24, 2025, Northwestern precluded Plaintiff from completing the internal tenure appeal process.

259. On September 23, 2025, Northwestern dismissed Plaintiff's petition to the Board of Trustees regarding due-process violations in the appeal process without addressing the merits of his complaint.

260. Litowitz Thesis Advising. The Litowitz MFA + MA Guide to Graduate Study expressly provided that "[f]aculty may decline to advise regarding any particular thesis projects."

261. Northwestern denied Plaintiff tenure in part on the basis of an alleged deficiency in graduate mentorship for not having formally advised an MFA thesis, conduct that the Program's own governing document authorized.

262. Northwestern also breached the implied covenant of good faith and fair dealing inherent in the contract.

263. For example, Northwestern (a) assembled a tenure review pre-decided against Plaintiff, then performed each procedural step as a hollow exercise; (b) permitted biased decision-makers to participate after a written recusal request was

denied; (c) published unverified student allegations as fact without inquiry; (d) suppressed the only document that contextualized Plaintiff's Fall 2021 CTECs and formally acknowledged explicit racial bias; (e) refused to clarify the "qualitative remarks" on which the tenure denial relied and otherwise denied substantive engagement about the October 24, 2024 Departmental evaluation owed Plaintiff; and/or (f) precluded the only available appeal.

264. The implied covenant required Northwestern to refrain from precisely this conduct.

265. Northwestern's breaches were the direct and proximate cause of substantial harm to Plaintiff. He has suffered and continues to suffer economic losses, including lost wages, lost benefits, lost future earning capacity, and damage to his professional reputation and career trajectory. He has also suffered and continues to suffer consequential damages flowing from the destruction of his academic career, including emotional distress, humiliation, and mental anguish.

266. Plaintiff is entitled to compensatory damages, consequential damages, and prejudgment interest under Illinois law.

Prayer for Relief

WHEREFORE, Plaintiff Charif Shanahan respectfully requests that this Court enter judgment in his favor and against Defendants, and award the following relief:

A. Compensatory damages in an amount to be proven at trial, including lost wages, lost benefits, lost future earning capacity, and damage to professional reputation;

B. Damages for emotional distress, humiliation, and mental anguish;

- C. Presumed damages for defamation per se;
- D. Punitive damages against all Defendants;
- E. Prejudgment and post-judgment interest;
- F. Reasonable attorneys' fees and costs pursuant to 42 U.S.C. § 1988;
- G. Such other and further relief as the Plaintiff may be entitled to under Section 1981 and any other statute or law which the Court deems equitable and just.

JURY DEMAND

Plaintiff demands a trial by jury on all issues so triable.

Respectfully submitted,

/s/ Jeffrey R. Kulwin

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