

individuals. *Fitzgerald v. Barnstable Sch. Comm.*, 555 U.S. 246, 257 (2009); 20 U.S.C. § 1681(a) (Title IX prohibits intentional sex discrimination “under any education program or activity receiving [f]ederal financial assistance”). Thus, TTU, as an institution receiving federal financial assistance, is the proper defendant in this case. Accordingly, even assuming service on the Board of Regents was proper, Plaintiff cannot assert a Title IX claim against them.

B. Plaintiff fails to state a deliberate indifference claim against TTU.

Plaintiff unsuccessfully attempts to distinguish TTU’s cited cases within its Motion. Specifically, Plaintiff alludes to a legal distinction between Title IX student-on-student harassment and teacher-on-student harassment. Dkt. 7 p. 17. This is solely Plaintiff’s invention and not supported by established precedent. To the extent the two types of situations are analyzed under different standards, such differences are immaterial for purposes of determining whether a school’s response was “clearly unreasonable in light of the known circumstances.” *See Davis ex rel. LaShonda D. v. Monroe Cnty. Bd. of Educ.*, 526 U.S. 629, 648 (1999). Additionally, the individualized analysis set out in *Davis* also defeats Plaintiff’s attempts to distinguish this case by the “severity” of the alleged sexual assault compared to other cases.¹ Dkt. 7 p. 17.

C. Defendant’s exhibits are central to Plaintiff’s claims and can therefore be considered by the Court.

Plaintiff argues that the exhibits attached to TTU’s Motion cannot be considered by the

¹ Plaintiff disregards TTU’s cited case of *Sanchez v. Carrollton-Farmers Branch Independent School District* because the facts of that case were “less severe” than in this case. 647 F.3d 156 (5th Cir. 2011). Notwithstanding the fact that the deliberate indifference analysis requires an individualized assessment of the facts, Plaintiff neglects to mention TTU’s cited case of *Doe v. Edgewood Indep. Sch. Dist.*, 964 F.3d 351, 363 (5th Cir. 2020). In *Edgewood*, the Fifth Circuit held that the defendant school district was not deliberately indifferent under Title IX even despite the school’s teachers being criminally punished for their repeated sexual assault against a student. *Id.* at 369 (“Jane Doe endured contemptible misconduct, and we do not minimize the cruelty of what she suffered . . . [b]ut we are bound by on-point precedent, which imposes exacting liability requirements.”).

Court because they do not meet the criteria set out by the Fifth Circuit. *See In re Katrina Canal Breaches Litig.*, 495 F.3d 191, 205 (5th Cir. 2007) (explaining that documents attached to pleadings may be considered when they are referenced in the plaintiff's complaint and are central to the plaintiff's claims). Here, the Informal Resolution Notice (TTU's Exhibit A) was referenced in her Complaint at ¶ 23 ("On December 2, 2023, and relying on these representations, Haley signed a Consent and Acknowledgement of the Informal Resolution Process ("IR Consent") stating that she voluntarily wished to participate in an informal resolution process."). And one paragraph later, the Complaint references the IR Agreement: "[o]n or around June 4, 2024, [Plaintiff] succumbed to Texas Tech's pressure and signed an Informal Resolution Agreement ("IR Agreement") closing the investigations by TTU of the rape Haley suffered and resolving the matter without any disciplinary sanctions against [Respondent]." *See* Dkt. 1 ¶24. In addition to being explicitly referenced in the Complaint, these documents are also central to Plaintiff's claims as to whether TTU was deliberately indifferent to her report of sexual assault. *See Davis*, 526 U.S. at 650 (explaining that the elements of a Title IX claim include: (1) actual knowledge of the assault by the school, (2) that the abuser was under the control of the school, (3) that the assault was based on the victim's sex, (4) that the harassment was "so severe, pervasive, and objectively offensive that it effectively bar[red] the victim's access to an educational opportunity or benefit," and (5) that the school was deliberately indifferent to the harassment). The documents show that TTU provided her with the terms of the informal resolution process (TTU's Exhibit A) and that she entered into the IR Agreement voluntarily (TTU's Exhibit B). Therefore, these documents are central to her claims and the Court may consider them without converting TTU's Motion into a motion for summary judgment.

D. Plaintiff's Response misstates her own Complaint.

Finally, Plaintiff's Response misstates her own pleadings. In attempting to distinguish *J.T. v. Uplift Education*, Plaintiff states: "The investigations by the school eventually resulted in termination of the teacher . . . [i]n Plaintiff's case, no remedial action was taken by TTU against [Respondent]." Dkt. 7 p. 14. This is untrue. While Plaintiff may now express dissatisfaction with the agreed-upon terms, her disapproval does not negate the fact that remedial measures were effectively implemented. *See* Dkt. 7 p. 7 (citing Dkt. 1 ¶¶39-41) ("TTU continued dragging the process until Haley finally succumbed to TTU's pressure and agreed to, in June 2024, enter into an informal resolution that was bluntly disproportionate and allowed [Respondent] to get away with raping Haley, and to continue his college life with the minor inconvenience of having to take a course, make a donation, and write an essay.").

CONCLUSION AND PRAYER

Nothing in Plaintiff's Response changes what she herself has already pleaded: that TTU actively investigated Plaintiff's grievance by conducting interviews with key witnesses, routinely communicated with Plaintiff, gave Plaintiff various options for finding a solution that best fit her needs, and eventually coordinated an informal resolution that was mutually agreed upon by both Plaintiff and Respondent. None of these actions come close to meeting the standard of deliberate indifference under Title IX—nor does Plaintiff's dissatisfaction with the specific outcome of that process. Because Plaintiff fails to plead facts plausible to support a claim of deliberate indifference, her suit must be dismissed in its entirety.

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Respectfully Submitted.

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CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of this document was filed electronically via the Court's CM/ECF system on February 27, 2026, causing electronic service upon all counsel of record.

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