IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF COLUMBIA

HANDE MUGE AKSU,

Plaintiff,

v.

GEORGE WASHINGTON UNIVERSITY,

Defendant.

Civil Action No. 1:26-cv-01697-DLF

DEFENDANT GEORGE WASHINGTON UNIVERSITY'S MEMORANDUM OF POINTS AND AUTHORITIES IN SUPPORT OF ITS MOTION TO DISMISS PLAINTIFF HANDE MUGE AKSU'S COMPLAINT WITH PREJUDICE

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INTRODUCTION

On April 30, 2026, Plaintiff Hande Muge Aksu ("Plaintiff") initiated the above-captioned case against Defendant George Washington University ("Defendant" or the "University"). In her Complaint, Plaintiff alleges that, in **2003**, following a medical procedure, the University failed to engage in the interactive process to find her a reasonable accommodation.

At the outset, the Court need not evaluate whether Plaintiff has plausibly stated any claim for cognizable relief for two reasons: First, Plaintiff has not validly served Defendant with process. And second, all four (4) of her claims, arising from events more than 20 years ago, are facially time-barred by the applicable limitation periods. Even if Plaintiff had validly served Defendant and raised timely claims, her conclusory and threadbare allegations are inadequate as a matter of law. This Court should dismiss the Complaint, with prejudice, pursuant to Federal Rules of Civil Procedure 12(b)(5) and 12(b)(6).

RELEVANT FACTUAL AND PROCEDURAL BACKGROUND[1]

I. Plaintiff's Medical Procedure and Related Events.

Plaintiff's factual allegations are scant. She claims that in 2003, while a student at the University, she underwent brain surgery. ECF No. 1-1 ¶¶ 2, 4 (Compl.). Then, despite her "documented disability status," the University "failed to engage in any interactive accommodation process." *Id.* ¶ 4.

Plaintiff avers that, instead of trying to accommodate her, the University asked her to attend a meeting with the Office of Student Judicial Services ("SJS") where campus police were present. *Id.* During this meeting, Plaintiff was presented with a Withdrawal Agreement ("Agreement"),

[1] The University accepts all well-pleaded facts as true for purposes of this motion only. *See Watson v. D.C. Water & Sewer Auth.*, 249 F. Supp. 3d 462, 464 (D.D.C. 2017) ("For the purposes of the motion before the Court, the Court accepts as true the well-pleaded allegations in Plaintiff's Complaint").

which barred her from returning to the University's campus, while also releasing certain legal claims against the University. *Id.* Plaintiff alleges she signed the Agreement "under coercive conditions" where she was "denied access to legal counsel," "given no time to review the document," and threatened with arrest or exclusion from school if she did not sign. *Id.*

II. Procedural History.

On April 30, 2026, Plaintiff initiated this case in the Superior Court of the District of Columbia. ECF No. 1-1. In her Complaint, Plaintiff appears to assert four (4) claims: (1) Disability Discrimination; (2) Coercion and Duress; (3) Intentional Infliction of Emotional Distress ("IIED"); and (4) Unjust Enrichment. Plaintiff seeks a declaratory judgment invaliding the Agreement, and compensatory damages in the amount of $400,000. *Id.* ¶¶ 7, 8. After filing her Complaint, Plaintiff filed several other motions addressing service of process, docket access, and requests for documents. None of those motions have been addressed by the Superior Court. ECF No. 1-2 at 2-3 (the "Superior Court docket").

On May 18, 2026, the University removed the case to this Court pursuant to 28 U.S.C. § 1331, 28 U.S.C. § 1332 and 28 U.S.C. § 1441(b)(2).

LEGAL STANDARD

"A party may move to dismiss a complaint on the grounds that it fails 'to state a claim upon which relief can be granted.'" *Perkins v. District of Columbia*, No. 26-cv-00430, 2026 WL 1295703, at *3 (D.D.C. May 12, 2026) (citing Fed. R. Civ. P. 12(b)(6)). "To survive a motion to dismiss, a complaint must contain sufficient factual matter, accepted as true, to state a claim to relief that is plausible on its face." *Ashcroft v. Iqbal*, 556 U.S. 662, 678 (2009) (internal quotations omitted). "Factual allegations must be enough to raise a right to relief above the speculative level . . . ." *Bell Atl. Corp. v. Twombly*, 550 U.S. 544, 555 (2007). Further, "the Court need not 'accept legal conclusions cast as factual allegations[,]' or 'inferences drawn by [the] plaintiff if those

inferences are not supported by the facts set out in the complaint[.]'" *Pondexter-Moore v. D.C. Hous. Auth.*, No. 22-cv-03706, 2026 WL 879271, at *6 (D.D.C. Mar. 31, 2026) (citing *Hettinga v. United States*, 677 F.3d 471, 476 (D.C. Cir. 2012)). "Threadbare recitals of the elements of a cause of action, supported by mere conclusory statements and devoid of further factual enhancement, do not suffice." *Joyner v. Morrison & Foerster LLP*, 140 F.4th 523, 530 (D.C. Cir. 2025) (internal quotations omitted).

"A statute of limitation defense may be raised by a motion to dismiss pursuant to Rule 12(b)(6)." *Valentine v. George Washington Univ.*, No. 24-cv-1081, 2025 WL 2029802, at *5 (D.D.C. July 21, 2025). And dismissal based on a statute of limitations defense can be "warranted when 'the facts that give rise to the defense are clear from the face of the complaint.'" *Perkins*, 2026 WL 1295703, at *3 (citing *Stewart v. Int'l Union, Sec., Police & Fire Pros. of Am.*, 271 F. Supp. 3d 276, 280 (D.D.C. 2017)).

ARGUMENT

Plaintiff's claims against the University should be dismissed with prejudice as time barred or, alternatively, for failure to comply with the rules of service. Even if not dismissed on procedural grounds, the conclusory allegations in her Complaint are inadequate as a matter of law.

I. The Complaint Should Be Dismissed Pursuant to Rule 12(b)(5).

In reviewing a motion to dismiss under Rule 12(b)(5), courts consider whether a plaintiff has fully complied with the rules governing service of process pursuant to Rule 4.[2] The Court's

[2] Plaintiff first tried to effectuate service prior to the removal of the above-captioned case to this Court, and, therefore, the D.C. Superior Court Rules of Civil Procedure govern Plaintiff's attempt to serve the University. *See Price v. Auto. Fin. Corp.*, No. 25-cv-02333, 2026 WL 686150, at *6 (D.D.C. Mar. 11, 2026) (holding that the Superior Court's procedural rules governed service of process where the Plaintiff attempted service before the Defendant removed the case to federal court).

Standing Order reiterates that dismissal is appropriate absent proper service. ECF No. 5 at 2. While pro se litigants should be granted some latitude, "pro se status does not constitute a license for a plaintiff filing pro se to ignore the Federal Rules of Civil Procedure." *Garlington v. D.C. Water & Sewer Auth.*, 62 F. Supp. 3d 23, 27 (D.D.C. 2014 (citation modified).

Here Plaintiff's attempt to serve the University was deficient under D.C. Superior Court Rule of Civil Procedure 4. Specifically, the Complaint and exhibits were sent: (1) via email; (2) from a party to the suit; and (3) to a generic University inbox. ECF No. 9 at 45 (Affidavit of Service as transmitted by the Clerk of Court for the D.C. Superior Court). Further, the included "Summons" was not signed by the Clerk of the Court. *Id.* at 46. Such service violates numerous requirements under Rule 4, including provision 4(c)(2), which provides that service may be effectuated by "[a]ny person who is at least 18 years of age *and not a party*." (emphasis added). As a party to this case, Plaintiff is not qualified to effectuate service. *See Skewes-Cox v. Georgetown Univ. L. Ctr.*, No. 22-cv-00818, 2024 WL 939979, at *3 (D.D.C. Mar 5, 2024); *Johnson-Richardson v. Univ. of Phoenix*, 334 F.R.D. 349, 352–57 (D.D.C. 2020). Similarly, the unspecified recipient of her email to "gwlegal@gwu.edu" is not an agent authorized to receive service of process, violating Rule 4(h)(1)(B). Under that rule, service on the University must be delivered to "an officer, a managing or general agent, or any other agent authorized by appointment or by law to receive service of process."

For these, and the other service deficiencies, the Complaint should be dismissed. Because this Complaint is untimely and meritless, regardless of service, as explained below, the University will focus its attention on the additional grounds favoring dismissal of the Complaint with prejudice. *See Price v. Auto. Fin. Corp.*, No. 25-cv-02333, 2026 WL 686150, at *7 (D.D.C. Mar. 11, 2026) (proceeding to consider 12(b)(6) arguments despite finding improper service because

"allowing a plaintiff to file another suit containing the same meritless claims would be inconsistent with the district court's duties where there are reasons for dismissing with prejudice under Rule 12(b)(6)").

II. Count One Must Be Dismissed With Prejudice.

In Count One of Plaintiff's Complaint, Plaintiff alleges "disability discrimination," without any citation to the governing law. Plaintiff bases this claim on the University's alleged failure to provide her with a reasonable accommodation. Compl. ¶ 6. In support of this allegation, Plaintiff maintains that, instead of working to accommodate her, the University made her sign the Agreement, which, among other requirements, forbade her from returning to campus. *Id.* ¶¶ 4, 5. Plaintiff attached the Agreement to her Complaint. *See* Exhibit A (the Agreement, attached to Plaintiff's Complaint on the Superior Court docket and incorporated into her Complaint by reference) (heretofore "Exh. A").[3] She signed the Agreement on September 15, 2005, while Dennis Blummer's signature on the University's behalf is dated September 19, 2005, just four days later. *Id.*

Absent citation to law, it is unclear from the face of Plaintiff's Complaint whether she has initiated Count One pursuant to the Americans with Disabilities Act ("ADA"), Section 504 of the

[3] Because Plaintiff attached the Agreement to her Complaint and incorporates it by reference in her pleading, the Court may consider it in resolving the University's Motion to Dismiss. *See, e.g.*, *Ctr. for Biological Diversity v. Bernhardt*, 442 F. Supp. 3d 97, 102 n.3 (D.D.C. 2020) ("In assessing a motion to dismiss, the Court may consider any documents attached to or incorporated by reference in the complaint"); *Pendleton v. Cap. One, N.A.*, No. 25-cv-2281, 2026 WL 1133131, at *1, 4 (D.D.C. Apr. 27, 2026) (explaining that "[w]hen a plaintiff proceeds pro se . . .the Court considers factual allegations from all the plaintiff's filings in resolving the motion to dismiss, not just the complaint, and must construe the filings liberally"). Doing so does not convert this Motion to Dismiss into a Motion for Summary Judgment. *See Kennedy v. Berkel & Co. Contractors, Inc.*, 319 F. Supp. 3d 236, 244 (D.D.C. 2018) (Friedrich, J.) (explaining that "[w]hen deciding a Rule 12(b)(6) motion, the court may consider only the complaint itself, documents attached to the complaint, documents incorporated by reference in the complaint, and judicially noticeable materials" (citing *EEOC v. St. Francis Xavier Parochial Sch.*, 117 F.3d 621, 624 (D.C. Cir. 1997)).

Rehabilitation Act (the "Rehabilitation Act"), or the District of Columbia Human Rights Act ("DCHRA"). Providing a generous reading of the Complaint and assuming that any of the preceding laws *could* apply, the applicable limitations period for each statute will be addressed in turn.

a. Under Both the ADA and Rehabilitation Act, Plaintiff's Claim is Time-Barred.

Any ADA claim must be dismissed as facially untimely because the events occurred more than four years ago—the most generously applicable statutory limit. The ADA does not contain its own statute of limitations. *Abreu v. Howard Univ.*, 93 F.4th 498, 501 (D.C. Cir. 2024). "When Congress has not established a time limitation for a federal cause of action, the settled practice has been to adopt a local time limitation as federal law if it is not inconsistent with federal law or policy to do so." *Wilson v. Garcia*, 471 U.S. 261, 266–67 (1985). Courts in this circuit have applied three- or four-year statutes of limitations to ADA claims, depending on the nature of the claim. *Brown v. Nationwide Mut. Ins. Co.*, No. 24-cv-02691, 2026 WL 530578, at *3 (D.D.C. Feb. 26, 2026).

It does not matter whether the Court applies a three (3) or four (4) year limitations period here, because either way it has been exceeded. "The statute of limitations for ADA claims begins to run at the time when plaintiff knew or had reason to know of the injury that serves as the basis of the claim." *Gupta v. Northrop Grumman Corp.*, 462 F. Supp. 2d 56, 58 (D.D.C. 2006). The limitations period in this case began in September of 2005, when the University allegedly failed to accommodate Plaintiff. Compl. ¶ 4; Exh. A (the Agreement signed in **September of 2005**). Because Plaintiff waited more than two decades to initiate this claim, any attempted ADA claim is untimely.

Plaintiff's putative Rehabilitation Act claim likewise fails for the reasons outlined above. As *Abreu* explained, Rehabilitation Act claims are subject to a three (3) year limitations period. *Abreu*, 93 F.4th at 502. If Plaintiff intended to file a Rehabilitation Act claim, it is facially untimely given the twenty-one (21) years she waited to raise the claim.

b. Plaintiff's Putative DCHRA Claim Is Likewise Untimely.

At the time of the alleged discriminatory act by the University, the DCHRA had a one-year limitation period. *See Valentine*, 2025 WL 2029802, at *5 & n.5 (highlighting the one-year limitation period in effect prior to 2025). While the DCHRA now has a two-year statute of limitations, D.C. Code Ann. § 2-1403.16(b)(1), the new limitation period does not apply retroactively nor would the extra year make any difference here. *See Rubio v. Credence Mgmt. Sols., LLC*, No. 25-cv-01784, 2026 WL 1173201, at *5 n.3 (D.D.C. Apr. 30, 2026). Plaintiff's Complaint and the Agreement both make clear that the alleged unlawful discrimination occurred, at the latest, in September of 2005. Compl. ¶ 4; Exh. A. Therefore, any DCHRA claim is facially untimely, as the one-year limitation period expired in September of 2006 and a two-year period would have expired in September of 2007. Count One must be dismissed with prejudice.

c. Plaintiff's Pleadings Are Threadbare and Conclusory.

Even if the Court finds that Plaintiff has somehow raised a timely "disability discrimination" claim based on an alleged failure to accommodate, her Complaint is threadbare and insufficient as a matter of law. As an initial matter, failure-to-accommodate claims under the ADA, Rehabilitation Act, and DCHRA are governed by the same standards. *See Thomas v. D.C.*, No. 22-cv-01269, 2023 WL 2610512, at *5 (D.D.C. Mar. 23, 2023) ("All three claims are governed by the same standards, with the ADA as the common thread"). Failure-to-accommodate claims require the plaintiff to demonstrate that (1) she was a qualified individual with a disability, (2) the defendant had notice of the disability, and (3) the defendant denied the plaintiff's request for a

reasonable accommodation. *Chenari v. George Washington Univ.*, 847 F.3d 740, 746–47 (D.C. Cir. 2017); *see also Seth v. D.C.*, No. 18-cv-01034, 2018 WL 4682023, at *13 (D.D.C. Sept. 28, 2018) (applying the same standard pursuant to the ADA and Rehabilitation Act).

Plaintiff fails to provide facts evincing that she was a qualified individual with a disability, *i.e.*, a physical or mental condition that substantially limits one or more major life activities. Specifically, Plaintiff never actually identifies what her disability is (or was) or how it substantially limited any major life activities. Nor does she identify a requested reasonable accommodation that she sought, let alone aver that the University was aware of and denied such a request. *See, e.g., Chenari v. George Washington Univ.*, 172 F. Supp. 3d 38, 54 (D.D.C. 2016), *aff'd*, 847 F.3d 740 (D.C. Cir. 2017) ("'An underlying assumption of any reasonable accommodation claim is that the plaintiff[] has requested an accommodation which the defendant [] has denied.'" (*quoting Flemmings v. Howard University*, 198 F.3d 857, 861 (D.C. Cir. 1999)). Accordingly, Count One is deficient both procedurally and on the merits. Dismissal with prejudice is appropriate.

III. Count Two Is Untimely and Inadequate as a Matter of Law.

In Count Two (2), Plaintiff alleges a claim for "Coercion and Duress." Compl. ¶ 6. As a remedy, she seeks "[d]eclaratory judgment invalidating the Withdrawal Agreement." *Id.* ¶ 8. Her claim, thus, sounds in rescission, or a desire to repudiate the Agreement based on duress and coercion. Rescission, however, "is unavailable if the party seeking rescission has failed to seek rescission within a reasonable time." *Klayman v. Jud. Watch, Inc.*, 628 F. Supp. 2d 112, 126 (D.D.C. 2009). The alleged coercion and duress occurred contemporaneously with the signing of the Agreement in 2005, much too long ago to be considered a reasonable time. *Id.* at 127 (holding that a lawsuit for recission filed more than two years after the relevant events was unreasonable as a matter of law).

Even if Plaintiff's claim was timely filed, it should still be dismissed as non-cognizable. Courts in this Circuit have repeatedly held that "[d]uress is an affirmative defense to a contract action not an independent cause of action under either tort or contract." *Young v. 1st Am. Fin. Servs.*, 977 F. Supp. 38, 41 (D.D.C. 1997); *Akbarieh v. Bluestone*, No. 93-cv-00451, 1994 WL 72406, at *3 (D.D.C. Feb. 15, 1994), *aff'd*, No. 94-7057, 1994 WL 475005 (D.C. Cir. July 1, 1994); *Bennett Enters., Inc. v. Domino's Pizza, Inc.*, 794 F. Supp. 434, 437–38 (D.D.C. 1992). So, Count Two is not a proper cause of action and should be dismissed with prejudice

IV. The Court Should Dismiss Count Three.

In Count Three, Plaintiff asserts a claim for IIED and writes "Defendant's conduct was extreme and outrageous and caused severe emotional and psychological harm." Compl. ¶ 6. This threadbare assertion, in addition to being untimely, is facially inadequate.

As with all her claims, Plaintiff's IIED claim is time barred. Because the D.C. Code does not prescribe a limitations period for IIED claims, courts have held that the residual three (3) year limitation period applies. *Williams-Jefferies v. AARP*, No. 15-cv-01415, 2016 WL 3166309, at *3 (D.D.C. June 6, 2016) (citing D.C. Code Ann. § 12-301(a)(8)); *see also Saunders v. Nemati*, 580 A.2d 660, 665 (D.C. 1990) (explaining the three-year limitation period for IIED claims). Any of the University's purported malfeasant acts occurred on or before September 2005. *See* Compl. ¶ 4; *see also* Exh. A. Therefore, Plaintiff's twenty-one year delay in alleging IIED renders this claim subject to a time-bar dismissal.

Further, her IIED claim is likewise deficient on the merits. For conduct to be "extreme and outrageous," it must be "so outrageous in character, and so extreme in degree, as to go beyond all possible bounds of decency, and to be regarded as atrocious, and utterly intolerable in a civilized community." *Ortberg v. Goldman Sachs Grp.*, 64 A.3d 158, 163 (D.C. 2013) (*citing Homan v. Goyal*, 711 A.2d 812, 818 (D.C. 1998). Plaintiff provides no facts explaining how a meeting with

the University's SJS, which included campus police, somehow constitutes extreme or outrageous behavior on the University's part—the first required element of an IIED claim. *Goolsby v. D.C.*, 354 F. Supp. 3d 69, 83 (D.D.C. 2019). Plaintiff also fails to allege facts establishing the third required element of an IIED claim: that the University's conduct proximately caused her "emotional upset of so acute a nature that harmful physical consequences" might result. *Sere v. Grp. Hospitalization, Inc.*, 443 A.2d 33, 37 (D.C. 1982) (citation modified). Plaintiff simply states that "Defendant's conduct was extreme and outrageous and caused severe emotional and psychological harm." Compl. ¶ 6. But this threadbare recital, absent factual enhancement, is insufficient to state a cognizable IIED claim. *Joyner*, 140 F.4th at 530 ("Threadbare recitals of the elements of a cause of action, supported by mere conclusory statements and devoid of further factual enhancement, do not suffice" (internal quotations omitted)). Count Three should be dismissed with prejudice.

V. Count Four Is Time Barred and Facially Meritless.

"The doctrine of unjust enrichment applies when a person retains a benefit (usually money) which in justice and equity belongs to another." *Falconi-Sachs v. LPF Senate Square, LLC*, 142 A.3d 550, 556 (D.C. 2016) (internal quotations omitted). Like the rest of Plaintiff's claims, her unjust enrichment claim is time-barred. "The limitations period for an unjust enrichment claim begins to run when the . . . last service has been rendered and compensation has been wrongfully withheld." *Boyd v. Kilpatrick Townsend & Stockton*, 164 A.3d 72, 79 (D.C. 2017) (citation omitted). Unjust enrichment claims are subject to a three-year limitations period. *See Boyd v. Kilpatrick Townsend & Stockton, LLP*, 79 F. Supp. 3d 153, 158 n.3 (D.D.C. 2015). Plaintiff maintains that "Defendant benefited financially and administratively from Plaintiff's forced withdrawal." Compl. ¶ 6. Plaintiff purportedly withdrew from the University in 2005. *See* Exh.

A. Plaintiff did not initiate this claim within three years of the withdrawal, and, therefore, this claim is untimely.

Count Four is also deficient on the merits. "Unjust enrichment occurs when: (1) the plaintiff conferred a benefit on the defendant; (2) the defendant retains the benefit; and (3) under the circumstances, the defendant's retention of the benefit is unjust." *News World Commc'ns, Inc. v. Thompsen*, 878 A.2d 1218, 1222 (D.C. 2005). Plaintiff's Complaint is devoid of any facts indicating that she conferred a benefit on the University. She similarly fails to allege how the retention of any supposed benefit would be unjust.[4] Therefore, Count Four is both time-barred and facially implausible. This claim should be dismissed with prejudice.

VI. Dismissal of All Claims With Prejudice Is Appropriate.

"Dismissal with prejudice is warranted when the allegation of other facts consistent with the challenged pleading could not possibly cure the deficiency." *Abbas v. Foreign Pol'y Grp., LLC*, 783 F.3d 1328, 1340 (D.C. Cir. 2015) (internal quotations omitted). Here, even if Plaintiff could cure the service deficiencies, all of Plaintiff's claims are barred by the applicable limitation periods. Therefore, no additional factual details about the alleged events could cure these fatal pleading deficiencies. The Court should dismiss the Complaint, with prejudice, for failure to state a claim upon which relief can be granted.

[4] Indeed, as the Agreement notes in Paragraph 1.B., Plaintiff's withdrawal from the University under the Agreement was "back-dated so that no expense for the Fall 2005 semester will be incurred. Any balances I owe to the University for Fall 2005 will be forgiven." Exh. A.

CONCLUSION

In consideration of the foregoing, the University respectfully requests that the Court dismiss Counts One, Two, Three, and Four, with prejudice, for failure to state a claim upon which relief can be granted.

Respectfully submitted,

Dated: May 26, 2026

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/s/

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