ATTACHMENT D

Declaration of Jeanna Norris

I hereby declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct:

1.   I am a 37-year-old supervisory Administrative Associate and Fiscal Officer at MSU ("MSU"), a public research university in East Lansing, Michigan, where I have been employed for eight (8) years.

2.   My duties entail authorizing expenditures, ensuring compliance with financial policy, developing financial reports and budgets, and approving personnel actions.

3.   I am stepmother to my husband's five (5) children, who range in age from 14 to 22 years old. I am the family's primary breadwinner.

4.   Since March of 2020, I have worked remotely, and there is currently no plan for me to return to in-person work.

5.   On November 19, 2020, I became sick, manifesting symptoms consistent with a COVID-19 infection, including a severe headache and dry cough. The following day I developed flu-like aches and pains.

6.   On November 21, 2020, I received a positive COVID-19 Rapid test at Ouch Urgent Care clinic in St. Johns, Clinton County, Michigan.

7.   After about four (4) days, I began to improve, but I lost my sense of taste and smell for a full month and have not entirely regained it.

8.   I received positive COVID-19 antibody test results on August 17, 2021, from Sparrow Health System and again on August 21, 2021 from LabCorp.

9.   I consulted with Dr. Hooman Noorchashm on August 21, 2021 and August 26, 2021 about receiving a vaccine in light of my natural immunity. Dr. Noorchashm advised me that immunization was medically unnecessary.

10.   According to MSU, if I remain unvaccinated by the August 31 deadline, I face the threat of disciplinary action, including termination of my employment.

11.   I was notified of the vaccine requirement via email for the first time on July 30, 2021. The email did not contain significant detail about the vaccine mandate, only announcing that all students and employees must be immunized by August 31, 2021 unless they receive a religious or medical exemption.

12.   On August 5, 2021, the University posted a more detailed Directive on its website, including that medical and religious exemptions could be granted, and applying the Directive to employees who have recovered from COVID-19 infections and all employees regardless of whether they work on campus. On August 17, 2021 the University released the forms for religious and medical exemptions which detailed the qualifying medical circumstances (natural immunity does not qualify).

13.   I contacted the New Civil Liberties Alliance ("NCLA") on August 12, 2021, in an attempt to secure representation to challenge MSU's Directive as it applied to me.

14.   NCLA agreed to represent me on August 26, 2021, and I signed an engagement letter on that date.

15.   MSU's mandate that I receive the vaccine as a condition for performing my duties has caused me significant distress and anguish. The University is forcing me to choose between performing my professional duties to the best of my ability and protecting my personal health. The University is also forcing me to choose between protecting my constitutional right to bodily

autonomy, privacy and protection and keeping my job, which is the lifeblood of my family's livelihood. I believe I will suffer irreparable injury (injury that money will not be able to make up for) to the extent my request for a temporary restraining order and/or preliminary injunction is not granted.

16. Moreover, by forcing me to ignore my own medical concerns and my immunologist's medical advice, MSU's mandate has caused my family members significant anxiety.

17. The heightened fears that MSU is unnecessarily inflicting on my family members and myself by coercing me to undergo an unnecessary and potentially risky medication procedure has adversely impacted my mental health and will continue to do so while the University's coercive Directive remains in place or operative in some fashion against me.

Executed on:

_____
Jeanna Norris

08/26/2021
Date

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