



Further, though Defendant University acknowledges Plaintiff Judd was a student at St. Gregory's University at one time, Defendant University is unable to state whether Plaintiff Judd was a student "at the time of the events complained of herein," as the only date in the Petition is a broad reference to a time period of "at least 10 years."

3. Defendant University admits the allegations contained in paragraph 3 of the Plaintiffs' Petition.
4. Defendant University is without sufficient information to admit or deny the allegations contained in paragraph 4 of the Plaintiffs' Petition.

#### **JURISDICTION AND VENUE**

5. Defendant University agrees this Court has subject matter jurisdiction over this case as alleged in paragraph 5 of the Plaintiffs' Petition.
6. Defendant University agrees venue may be proper in the County of Pottawatomie, State of Oklahoma, as alleged in paragraph 6 of the Plaintiffs' Petition but that venue may also be proper in other jurisdictions.

#### **FACTS**

7. Defendant University denies the allegations contained in paragraph 7 of the Plaintiffs' Petition.
8. Defendant University denies the allegations contained in paragraph 8 of the Plaintiffs' Petition.
9. Defendant University denies the allegations contained in paragraph 9 of the Plaintiffs' Petition.

10. Defendant University denies the allegations contained in paragraph 10 of the Plaintiffs' Petition.
11. Defendant University admits that it owes a duty of reasonable care in providing security to invitees on its campus and a duty of reasonable care in training and supervising its employees. Defendant University denies that the law imposes a duty to 'ensure' as alleged in paragraph 11 of the Plaintiffs' Petition.
12. Defendant University admits it is responsible for the acts of its employees and agents, acting within the course and scope of their employment. Defendant University denies the remaining allegations contained in paragraph 12 of the Plaintiffs' Petition.
13. Defendant University admits they received reports of Plaintiff's allegations contained in paragraph 13 of the Plaintiffs' Petition years after Plaintiffs were students at Defendant University.
14. Defendant University specifically denies the allegations contained in paragraph 14 of the Plaintiffs' Petition and contends that individual investigations were conducted and results were reported to the Plaintiffs.
15. Defendant University denies the allegations contained in paragraph 15 of the Plaintiffs' Petition.
16. Defendant University denies the existence of a sexually hostile environment at the University and any failure to investigate implicit in the allegations contained in paragraph 16 of the Plaintiffs' Petition.
17. Defendant University denies the allegations contained in paragraph 17 of the Plaintiffs' Petition.

18. Defendant University denies the allegations contained in paragraph 18 of the Plaintiffs' Petition.
19. Defendant University denies the allegations contained in paragraph 19 of the Plaintiffs' Petition.

### **CAUSES OF ACTION**

20. Defendant University admits it owed Plaintiffs a duty of reasonable care. Defendant University denies any failure to exercise reasonable care as alleged by Plaintiffs in paragraph 20 of the Petition.
  - a. Defendant University denies the allegations contained in paragraph 20, subpart (a) of the Plaintiffs' Petition.
  - b. Defendant University denies the allegations contained in paragraph 20, subpart (b) of the Plaintiffs' Petition.
  - c. Defendant University denies the allegations contained in paragraph 20, subpart (c) of the Plaintiffs' Petition.
  - d. Defendant University denies the allegations contained in paragraph 20, subpart (d) of the Plaintiffs' Petition.
  - e. Defendant University denies the allegations contained in paragraph 20, subpart (e) of the Plaintiffs' Petition.
  - f. Defendant University denies the allegations contained in paragraph 20, subpart (f) of the Plaintiffs' Petition.
  - g. Defendant University denies the allegations contained in paragraph 20, subpart (g) of the Plaintiffs' Petition.

- h. Defendant University denies the allegations contained in paragraph 20, subpart (h) of the Plaintiffs' Petition.
  - i. Defendant University denies the allegations contained in paragraph 20, subpart (i) of the Plaintiffs' Petition.
  - j. Defendant University denies the allegations contained in paragraph 20, subpart (j) of the Plaintiffs' Petition.
  - k. Defendant University denies the allegations contained in paragraph 20, subpart (k) of the Plaintiffs' Petition.
  - l. Defendant University denies the allegations contained in paragraph 20, subpart (l) of the Plaintiffs' Petition.
  - m. Defendant University denies the allegations contained in paragraph 20, subpart (m) of the Plaintiffs' Petition.
  - n. Defendant University denies the allegations contained in paragraph 20, subpart (n) of the Plaintiffs' Petition.
  - o. Defendant University denies the allegations contained in paragraph 20, subpart (o) of the Plaintiffs' Petition.
21. Defendant University denies breaching a duty owed to either Plaintiff and denies causing injury and damage to either Plaintiff as alleged in paragraph 21 of the Plaintiffs' Petition.
22. Defendant University denies causing injury and damage to Plaintiffs as alleged in paragraph 22 of the Plaintiffs' Petition.

23. Defendant University admits that it had a duty of reasonable care toward Plaintiffs but denies the existence of a fiduciary duty as alleged in paragraph 23 of Plaintiffs' Petition.
24. Defendant University admits Plaintiffs were formerly enrolled at the University and that Defendant University had a duty of reasonable care toward Plaintiffs. Defendant University denies that it had a fiduciary relationship with Plaintiffs.
25. The allegations in paragraph 25 of Plaintiffs' Petition are expressly directed to the Defendant Abbey, not Defendant University. Thus, no response by Defendant University is required. To the extent a response is required, Defendant University would admit that to the best of its information and belief, the Defendant Abbey had a duty of reasonable care toward Plaintiffs and its members to provide advice and counsel to Plaintiffs in a safe, cruelty free environment as alleged in paragraph 25 of Plaintiffs' Petition.
26. Defendant University denies breaching any duty owed to Plaintiffs as alleged in paragraph 26 of Plaintiffs' Petition.
27. Defendant University is without sufficient information to admit or deny the allegations contained in paragraph 27 of Plaintiffs' Petition and therefore denies the allegations pending proof thereof.
28. Defendant University denies the allegations contained in paragraph 28 of Plaintiffs' Petition.
29. Defendant University denies the allegations contained in paragraph 29 of Plaintiffs' Petition.

30. Defendant University denies the allegations contained in paragraph 30 of Plaintiffs' Petition.
31. Defendant University denies the allegations contained in paragraph 31 of Plaintiffs' Petition.

#### **AFFIRMATIVE DEFENSES**

1. Plaintiffs have not properly served Defendant University by sending only a copy of a Summons (without a Petition) by certified mail.
2. Plaintiffs have failed to state a ground upon which relief can be granted against this Defendant University.
3. The applicable statute of limitations bars some or all of Plaintiffs' claims.
4. Some of all of the Defendant University's conduct may be protected by the First Amendment of the U.S. Constitution.
5. Defendant University did not breach any duty it owed to Plaintiffs, common law or contract.
6. Defendant University conducted an investigation of Plaintiffs' *post hac* allegations, including complying with all requirements under Title IX.
7. Defendant University had policies in place designed to prevent and address claims of sexual harassment and, upon notice, took prompt action to respond to and investigate Plaintiffs' claims.
8. Defendant University took proper measures to hire, retain, and train the staff and faculty on handling complaints of sexual abuse and harassment.

9. Defendant University took proper measures to inform students about how to report sexual abuse and/or harassment to Defendant University and local law enforcement.
10. Plaintiff did not follow the student policies of reporting any claims of sexual harassment to Defendant University, outside resources, anonymously or to city/county/state law enforcement.
11. Plaintiffs unreasonably failed to take advantage of any preventative or corrective opportunities provided by Defendant University or avail themselves to Defendant University's policies and procedures for reporting sexual harassment.
12. Plaintiffs' harm, if any, was caused by the acts of third parties over whom this Defendant University had no control or actions that were outside the scope of employment.
13. Plaintiffs' harm, if any, was not proximately caused by any act or omission on the part of the Defendant University.
14. Plaintiffs may have been negligent, in whole or in part, and proximately caused or contributed to the claimed harm.
15. Plaintiffs' comparative negligence may be greater than the negligence of Defendant University.
16. Plaintiffs' claim for punitive damages, which is expressly denied, is unconstitutional and in violation of the due process clauses contained in the Fifth and Fourteenth Amendments to the United States Constitution and in Section 7, Article II, of the Oklahoma Constitution in that, among other



reasons, the standards for an award of punitive damages are unconstitutionally vague, and the issue is so prejudicial as to render an award of the product of bias and passion in a way lacking the basic elements of fundamental fairness, in the absence of existing limitations on a maximum possible award, and could unfairly result in an award bearing no relation to the nature and extent of Plaintiffs' injuries.

17. Plaintiffs' claim for punitive damages, which is expressly denied, is unconstitutional under Article II, Section 9, of the Oklahoma Constitution in that, among other reasons, it constitutes an excessive fine designed to punish a wrongdoer for the benefit of society.

18. Plaintiffs' Petition, to the extent that it seeks punitive damages, which is expressly denied, violates Defendant University's right to both procedural and substantive due process under the Fifth and Fourteenth Amendments to the United States Constitution and the Constitution of the State of Oklahoma in that:

A. The standards under which such claims are submitted are so vague as to be effectively meaningless and threaten the deprivation of property for the benefit of society without the protection of fundamentally fair procedures;

B. The highly penal nature of punitive damages threatens the possibility of excessive punishment and almost limitless liability without the benefit of fundamentally fair procedures and any statutory limitations;

C. The introduction of evidence of financial worth is so prejudicial as to impose liability and punishment in a manner bearing no relation to the extent of injury;

D. Oklahoma Law does not place a reasonable constraint on the jury's discretion when considering punitive damages;

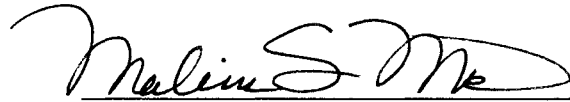
E. Oklahoma Law does not provide sufficient post-trial procedures and standards, at the District Court level, for scrutinizing a punitive damage award;

F. Oklahoma Law is not sufficiently established for adequate appellate review of punitive damage awards.

19. The Plaintiffs' claim for punitive damages is unconstitutional. See, *Phillip Morris, USA v. Williams*, 127 S.Ct. 1057, 166 L.Ed.2d 940 (2007); *State Farm v. Campbell*, 538 U.S. 408, 123 S.Ct. 1513, 155 L.Ed.2d 585 (2003).
20. The Plaintiffs' claim for punitive damages are barred in total or part by *State Farm v. Campbell*, 538 U.S. 408, 123 S.Ct. 1513, 155 L.Ed.2d 585 (2003).
21. Discovery being incomplete, this Defendant University reserves the right to list additional defenses or to further plead upon the completion of discovery.

WHEREFORE, Defendant, St. Gregory's University, prays that the Plaintiff take nothing herein and that judgment be entered in favor of Defendant University and against the Plaintiffs and that Defendant University recover its costs, attorney fees, and any other relief this Honorable Court deems just and proper.

Respectfully submitted,



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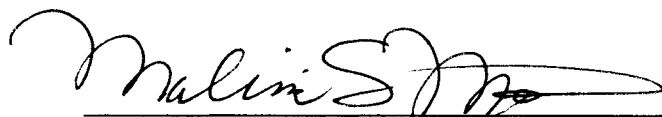
***Attorneys for Defendant,  
St. Gregory's University***

**CERTIFICATE OF SERVICE**

This is to certify that on the 12<sup>th</sup> Day of September, 2017, a true and correct copy of the above and foregoing Answer was mailed, with postage thereon fully prepaid, to the following counsel of record:

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