

FILED
LORAIN COUNTY
2017 DEC -6 PM 3:12
COURT OF COMMON PLEAS
TCM ORLANDO

IN THE COURT OF COMMON PLEAS
LORAIN COUNTY, OHIO

GIBSON BROS., INC., et al.,)	CASE NO. 17CV193761
)	
Plaintiffs,)	JUDGE JOHN R. MIRALDI
)	
v.)	
)	
OBERLIN COLLEGE, et al.,)	ANSWER AND AFFIRMATIVE
)	DEFENSES OF DEFENDANTS
Defendants.)	OBERLIN COLLEGE AND
)	<u>DR. MEREDITH RAIMONDO</u>
)	

Defendants Oberlin College and Dr. Meredith Raimondo ("Defendants"), for their Answer and Affirmative Defenses to the Complaint of Plaintiffs Gibson Bros., Inc., David R. Gibson, and Allyn W. Gibson ("Plaintiffs"), hereby state as follows:

PRELIMINARY STATEMENT

By filing this lawsuit, Plaintiffs regrettably are attempting to profit from a divisive and polarizing event that impacted Oberlin College ("the College"), its students, and the Oberlin community. Indeed, the Complaint is fraught with allegations all designed to portray Plaintiffs as victims who were wrongfully targeted by Defendants when in fact community members protested the violent physical assault by Allyn D. Gibson on unarmed Oberlin students. Defendants never acted wrongfully or unlawfully, and never targeted or caused any harm to Plaintiffs. Defendants' sole concern has at all times been for the safety and well-being of students and the community. All of the claims in

Plaintiffs' Complaint lack legal and factual merit. As a result, Defendants will vigorously defend this ill-advised and unfortunate lawsuit.

Further, Defendants object to Plaintiffs' subheadings because they do not comply with the pleading requirements of Civ.R. 8 and therefore no response is required. To the extent that a response may be required, Plaintiffs' selective narrative subheadings are untrue in fact and lack any basis in the law and Defendants therefore deny same.

INTRODUCTION

1. Defendants lack sufficient information or knowledge to form a belief as to the truth of the allegations contained in Paragraph 1 of the Complaint and therefore deny same.

2. Defendants lack sufficient information or knowledge to form a belief as to the truth of the allegations contained in Paragraph 2 of the Complaint and therefore deny same.

3. Defendants lack sufficient information or knowledge to form a belief as to the truth of the allegations contained in Paragraph 3 of the Complaint and therefore deny same.

4. Oberlin College admits only that it is a not-for-profit corporation incorporated by the General Assembly of the State of Ohio with its principal place of business located in Oberlin, Ohio. Further answering, Oberlin denies all remaining allegations in Paragraph 4 of the Complaint.

5. Defendants admit only that Dr. Meredith Raimondo ("Dr. Raimondo") is a resident of Ohio and that she was appointed to the position of Interim Vice President and Dean of Students of the College in July 2016 and appointed Vice President and Dean of

Students of the College in November 2016. Further answering, Oberlin denies all remaining allegations in Paragraph 5 of the Complaint.

6. Defendants lack sufficient information or knowledge to form a belief as to the truth of the allegations contained in Paragraph 6 of the Complaint and therefore deny same.

7. Defendants lack sufficient information or knowledge to form a belief as to the truth of the allegations contained in Paragraph 7 of the Complaint and therefore deny same.

8. Defendants lack sufficient information or knowledge to form a belief as to the truth of the allegations contained in Paragraph 8 of the Complaint and therefore deny same.

9. Defendants deny the allegations in Paragraph 9 of the Complaint because they are untrue in fact.

10. Defendants deny the allegations in Paragraph 10 of the Complaint because they are ill-informed opinions and untrue assumptions and assertions. Further answering, Oberlin College is a four-year, highly selective liberal arts college and conservatory of music. Oberlin's aim throughout its history has been to educate students to affect positive change the world. Founded in 1833, Oberlin was the first college in America with a policy to admit students regardless of race, in keeping with Oberlin's profound dedication to and involvement with the abolitionist movement. It was also the first college to grant bachelor's degrees to women in a coeducational environment. Oberlin College's campus community is known for its exemplary academic and musical

pedagogy, its outstanding scholarship, and its commitment to social justice, sustainability, and creative entrepreneurship.

11. Defendants deny the allegations in Paragraph 11 because they are ill-informed opinions and untrue assumptions and assertions.

12. Defendants admit only that a group of students submitted a list of demands to the College on or about December 2015. Further answering, Oberlin denies all remaining allegations in Paragraph 12 of the Complaint.

13. Defendants admit only that the “list of demands” contained the excerpt included in Paragraph 13 of the Complaint. Further answering, Oberlin denies all remaining allegations in Paragraph 13 of the Complaint.

14. Defendants admit only that Joy Karega was an Assistant Professor of Rhetoric and Composition at the College on or about December 2015 and that the “list of demands” requested that she and seven other assistant professors “be guaranteed tenure upon review” and that nine other faculty receive career advancement. Further answering, Defendants lack sufficient information or knowledge regarding the remaining allegations in Paragraph 14 of the Complaint and therefore deny same. Further answering, upon information and belief, the authors of the “list of demands” were likely unaware of Professor Karega’s controversial Facebook posts until they were publicly exposed in February 2016; well after the “list of demands” was generated.

15. Defendants admit only that the list of demands contained a statement that certain inactions would “result in a full and forceful response from the community you fail to support.” Further answering, Oberlin denies all remaining allegations in Paragraph 15 of the Complaint.

16. Defendants lack sufficient information or knowledge to form a belief about the truth of the allegations in Paragraph 16 of the Complaint and therefore deny same.

17. Defendants admit only that Dr. Raimondo was appointed Interim Vice President and Dean of Students of Oberlin College in approximately July 2016 and that before holding this position she was Special Assistant to the President for Diversity, Equity, and Inclusion. Further answering, Defendants deny all remaining allegations in Paragraph 17 of the Complaint because they contain ill-informed opinions and untrue assumptions and assertions. Further answering, Dr. Raimondo is highly-qualified and a strong advocate for all students.

18. Defendants admit only that on September 6, 2016, Marvin Krislov announced that he would resign as president of Oberlin College, effective June 30, 2017, to pursue other professional challenges, after leading the College for ten years. Further answering, Defendants deny the allegations in Paragraph 18 of the Complaint because they contain ill-informed opinions and untrue assumptions and assertions.

19. Defendants admit only that Professor Karega's employment was terminated for cause effective November 15, 2016. Further answering, Defendants deny the remaining allegations in Paragraph 19 of the Complaint because they contain ill-informed opinions and untrue assumptions and assertions.

20. Defendants deny the allegations in Paragraph 20 of the Complaint because they contain ill-informed opinions and untrue assumptions and assertions. Further answering, Plaintiffs' attempt at forging a causal link between the students' "list of demands submitted in December 2015" and the controversy concerning Dr. Karega that occurred in February 2016 is misleading and unsupportable by the facts.

21. Defendants lack sufficient information or knowledge to form a belief as to the truth of the allegations in Paragraph 21 of the Complaint and therefore deny same.

22. Defendants lack sufficient information or knowledge to form a belief as to the truth of the allegations in Paragraph 22 of the Complaint and therefore deny same.

23. Defendants lack sufficient information or knowledge to form a belief as to the truth of the allegations in Paragraph 23 of the Complaint and therefore deny same.

24. Defendants admit only that College administrators provided similar support to Jonathan Aladin as it does to any student involved in the criminal justice system. Further answering, Defendants lack sufficient information or knowledge to form a belief as to the truth of the allegations regarding “many hearings and other proceedings” and therefore deny same.

25. Defendants deny the allegations in Paragraph 25 of the Complaint because they are ill-informed opinions, untrue assumptions and assertions, and incomplete summaries of the events that transpired.

26. Defendants deny the allegations in Paragraph 26 of the Complaint because they are ill-informed opinions, untrue assumptions and assertions, and incomplete summaries of the events that transpired.

27. Defendants lack sufficient information or knowledge to form a belief as to the truth of the allegations in Paragraph 27 of the Complaint and therefore deny same.

28. Defendants lack sufficient information or knowledge to form a belief as to the truth of the allegations contained in Paragraph 28 of the Complaint and therefore deny same.

29. Defendants admit that the allegations in Paragraph 29 of the Complaint are true.

30. Defendants deny the allegations in Paragraph 30 of the Complaint because they are untrue.

31. Defendants lack sufficient information or knowledge to form a belief as to the truth of the allegations contained in Paragraph 31 of the Complaint and therefore deny same.

32. Defendants deny the allegation in Paragraph 32 of the Complaint interpreting the opinion of the Oberlin Municipal Court Judge because it is untrue. Further answering, Defendants state that any Judgment Entries issued by the Oberlin Municipal Court Judge do not require interpretation or response.

33. Defendants deny the allegations in Paragraph 33 of the Complaint because they are untrue in fact or law.

34. Defendants deny the allegations in Paragraph 34 of the Complaint because they are untrue in fact. Further answering, members of the Oberlin community, including students, protested the arrest of unarmed students who were the victims of a violent physical assault by Allyn D. Gibson on Jonathan Aladin.

35. Defendants deny the allegations in Paragraph 35 of the Complaint because they are untrue.

36. In response to Paragraph 36 of the Complaint, Defendants state that any alleged flyer, to the extent it exists, does not require interpretation. Further answering, Defendants expressly deny any and all involvement in and/or connection to any such

flyer. Further answering, Defendants deny all remaining allegations in Paragraph 36 of the Complaint.

37. In response to Paragraph 37 of the Complaint, Defendants state that any alleged flyer, to the extent it exists, does not require interpretation. Further answering, Defendants expressly deny any and all involvement in and/or connection to any such flyer. Further answering, Defendants deny all remaining allegations in Paragraph 37 of the Complaint.

38. In response to Paragraph 38 of the Complaint, Defendants state that any alleged flyer, to the extent it exists, does not require interpretation. Further answering, Defendants expressly deny any and all involvement in and/or connection to any such flyer. Further answering, Defendants deny all remaining allegations in Paragraph 38 of the Complaint.

39. In response to Paragraph 39 of the Complaint, Defendants state that any alleged flyer, to the extent it exists, does not require interpretation. Further answering, Defendants expressly deny any and all involvement in and/or connection to any such flyer. Further answering, Defendants deny all remaining allegations in Paragraph 39 of the Complaint.

40. Defendants deny the allegations in Paragraph 40 of the Complaint because they are untrue.

41. Defendants deny the allegations in Paragraph 41 of the Complaint because they are untrue.

42. Defendants deny the allegations in Paragraph 42 of the Complaint because they are untrue.

43. Defendants deny the allegations in Paragraph 43 of the Complaint because they are untrue.

44. Defendants deny the allegations in Paragraph 44 of the Complaint because they are untrue.

45. Defendants deny the allegations in Paragraph 45 of the Complaint because they are untrue.

46. Defendants deny the allegations in Paragraph 46 of the Complaint because they are untrue.

47. Defendants deny the allegations in Paragraph 47 of the Complaint because they are untrue.

48. Defendants object to answering the allegations contained in Paragraph 48 because the allegations include a legal conclusion to which no response is required. To the extent a response may be required, Defendants admit only that on or about November 10, 2016, they became aware that the Oberlin Student Senate issued a letter to the Oberlin Community that provided in part:

It is with great regret that we write to you expressing deep abhorrence towards violence against students. Oberlin is no stranger to acts of hatred, bigotry, and anti-Black violence. As stewards of justice, we are called to acknowledge, repudiate, and actively reject violence in all forms, especially as it affects our own.

Yesterday evening, reports of an incident involving employees of Gibson's Food Market and Bakery and current Oberlin College students began to circulate. After further review today, consisting of conversations with students involved, statements from witnesses, and a thorough reading of the police report, we find it important to share a few key facts.

A Black student was chased and assaulted at Gibson's after being accused of stealing without basis. Several other students, attempting to prevent the assaulted student from sustaining further

injury, were arrested and held by the Oberlin Police Department. In the midst of all of this, Gibson's employees were never detained and were given preferential treatment by police officers. Gibson's has a history of racial profiling and discriminatory treatment of students and residents alike.

49. Defendants deny the allegations in Paragraph 49 of the Complaint because it is untrue that Oberlin College administrators and faculty, in their representative capacity, assisted and encouraged the Oberlin Student Senate to prepare such statements. Further answering, Defendants admit that they are now aware that the Oberlin College Department of Africana Studies Facebook page included the message described in Paragraph 49 of the Complaint.

50. Defendants deny the allegations in Paragraph 50 of the Complaint because they are untrue.

51. Defendants lack sufficient information and knowledge to form a belief as to the truth of the allegations contained in Paragraph 51 of the Complaint and therefore deny same. Further answering, Defendants deny that the alleged Oberlin Police Department's review support the asserted conclusion because the design and analysis are fundamentally flawed and inherently unreliable.

52. Defendants deny the allegations in Paragraph 52 of the Complaint because they are untrue.

53. Defendants deny the allegations in Paragraph 53 of the Complaint because they are untrue.

54. Defendants admit only that Marvin Krislov and Dr. Raimondo issued a letter to Oberlin students on or about November 11, 2016, and that an excerpt from that letter is set forth in Paragraph 54 of the Complaint. Further answering, Defendants deny

all remaining allegations set forth in Paragraph 54 of the Complaint because they are ill-informed opinions, untrue assumptions and assertions, and incomplete summaries of the events that transpired.

55. Defendants deny the allegations in Paragraph 55 of the Complaint.

56. Defendants deny that Gibson's Bakery had a "long-time contract" with Bon Appetit Management Company because said allegation is untrue in fact. Defendants admit that Bon Appetit Management Company is a food services contractor for the College. Defendants lack sufficient information or knowledge to form a belief as to the truth of the remaining allegations in Paragraph 56 of the Complaint and therefore deny same.

57. Defendants admit only that on or about November 14, 2016, Dr. Raimondo instructed the Oberlin College Director of Dining Services Michelle Gross to instruct Bon Appetit to temporarily suspend the daily bakery order from Gibson's Bakery until further notice. Further answering, Defendants deny the remaining allegations contained in Paragraph 57 of the Complaint because they are untrue.

58. Defendants deny the allegation in Paragraph 58 of the Complaint that Bon Appetit Management Company was instructed to "cancel its contract" with Gibson's Bakery because that allegation is untrue. Further answering, Defendants lack sufficient information and knowledge to form a belief as to the truth of the allegation regarding Bon Appetit Management Company's reaction and therefore deny same. Further answering, Defendants lack sufficient information and knowledge regarding the cause of Michelle Gross' medical leave because said information is confidential and maintained by Human Resources, and therefore Defendants deny same. Further answering, Defendants deny

that Michelle Gross chose early retirement after the daily bakery order was temporarily suspended because said allegation is untrue as she had already elected early retirement before the events giving rise to this lawsuit occurred in November 2016.

59. Defendants lack sufficient information or knowledge to form a belief as to the truth of the allegations contained in Paragraph 59 of the Complaint and therefore deny same.

60. Defendants deny the allegations that the College desires to harm and/or acquire the Gibson Bakery business, the Gibson Bakery property, and the real property owned by Off Street Parking, Inc. because said allegations are untrue. Further answering, Defendants lack sufficient information or knowledge to form a belief as to the truth of the remaining allegations contained in Paragraph 60 of the Complaint and therefore deny same.

61. Defendants deny the allegations in Paragraph 61 of the Complaint because they are untrue.

62. Defendants deny the allegations in Paragraph 62 of the Complaint because they are untrue.

63. Defendants admit only that Marvin Krislov and Tita Reed met with David Gibson. Further answering, Defendants deny the remaining allegations contained in Paragraph 63 of the Complaint.

64. Defendants admit that David Gibson requested that Oberlin College retract alleged defamatory statements and reinstate its contracts with Bon Appetit, but Defendants deny that they made any such defamatory statements.

65. Defendants deny the allegations in Paragraph 65 of the Complaint because they are untrue.

66. Defendants deny the allegations in Paragraph 66 of the Complaint because they are untrue.

67. Defendants lack sufficient information or knowledge to form a belief as to the truth of the allegations in Paragraph 67 of the Complaint and therefore deny same.

68. Defendants lack sufficient information or knowledge to form a belief as to the truth of the allegations in Paragraph 68 of the Complaint and therefore deny same.

69. Defendants deny the allegations in Paragraph 69 of the Complaint because they are untrue.

70. Defendants lack sufficient information or knowledge to form a belief as to the truth of the allegations contained in Paragraph 70 of the Complaint and therefore deny same.

71. Defendants deny the allegations in Paragraph 71 of the Complaint because they are untrue.

72. Defendants deny the allegations in Paragraph 72 of the Complaint because they are untrue.

73. Defendants deny the allegations in Paragraph 73 of the Complaint. Further answering, Defendants deny that the charges accurately reflected the alleged crime that was reported to the police and as Plaintiffs' allege in the Complaint.

74. Defendants deny the allegations in Paragraph 74 of the Complaint because they are untrue.

75. Defendants admit only that Oberlin College authorized Bon Appetit to resume business with Gibson's Bakery in February 2017. Further, Defendants admit that it refused to retract statements that it did not make. Defendants did not make defamatory statements about Plaintiffs and therefore had no reason to make any retraction.

76. Defendants lack sufficient information or knowledge to form a belief as to the truth of the allegations regarding Gibson Bakery's revenue contained in Paragraph 76 of the Complaint and therefore deny same. Further answering, Defendants deny that they made defamatory statements about Plaintiffs because said allegation is untrue.

77. Defendants deny the allegations in Paragraph 77 of the Complaint because they are untrue.

78. Defendants deny that they authorized or permitted campus tour guides to comment on Gibson's Bakery as alleged in Paragraph 78 of the Complaint because said allegation is untrue. Defendants deny the remaining allegations in Paragraph 78 of the Complaint.

79. Defendants deny the allegations in Paragraph 79 of the Complaint because they are untrue.

80. Defendants deny the allegations in Paragraph 80 of the Complaint because they are untrue.

81. Defendants lack sufficient information and knowledge as to whether the November 10, 2016 Oberlin Student Senate Resolution remains posted on a board reserved for Student Senate communications and therefore deny same. Further answering, Defendants deny that the Oberlin Student Senate Resolution contains

defamatory statements. Further answering, Defendants deny that Oberlin Student Senate acted on behalf of the College or Dr. Raimondo when it issued its resolution dated November 10, 2016. Defendants deny the remaining allegations in Paragraph 81 of the Complaint.

82. Defendants deny the allegations in Paragraph 82 of the Complaint because they are untrue.

83. Defendants admit the allegations regarding Wilder Hall contained in Paragraph 83 of the Complaint are true.

84. Defendants deny the allegations in Paragraph 84 of the Complaint because they are untrue.

85. Defendants deny the allegations in Paragraph 85 of the Complaint because they are untrue.

86. Defendants deny the allegations in Paragraph 86 of the Complaint because they are untrue.

87. Defendants lack sufficient information or knowledge to form a belief as to the truth of the allegations in Paragraph 87 of the Complaint and therefore deny same. Further answering, Defendants deny that they are responsible in any way for any alleged harm to Gibson's Bakery employees or their property because said allegations are untrue.

88. Defendants lack sufficient information or knowledge to form a belief as to the truth of the allegations in Paragraph 88 of the Complaint and therefore deny same. Further answering, Defendants deny that they are responsible in any way for any alleged

harm to Gibson's Bakery employees or their property because said allegations are untrue.

89. Defendants lack sufficient information or knowledge to form a belief as to the truth of the allegations in Paragraph 89 of the Complaint and therefore deny same. Further answering, Defendants deny that they are responsible in any way for any alleged harm to anyone who supports Gibson's Bakery because said allegations are untrue.

90. Defendants lack sufficient information or knowledge to form a belief as to the truth of the allegations in Paragraph 90 of the Complaint and therefore deny same. Further answering, Defendants deny that they are responsible in any way for any alleged harm to Allyn W. Gibson because said allegations are untrue.

91. Defendants lack sufficient information or knowledge to form a belief as to the truth of the allegations in Paragraph 91 of the Complaint and therefore deny same.

92. Defendants lack sufficient information or knowledge to form a belief as to the truth of the allegations in Paragraph 92 of the Complaint and therefore deny same.

93. Defendants lack sufficient information or knowledge to form a belief as to the truth of the allegations in Paragraph 93 of the Complaint and therefore deny same.

94. Defendants lack sufficient information or knowledge to form a belief as to the truth of the allegations in Paragraph 94 of the Complaint and therefore deny same.

95. Defendants lack sufficient information or knowledge to form a belief as to the truth of the allegations in Paragraph 95 of the Complaint and therefore deny same.

96. Defendants lack sufficient information or knowledge to form a belief as to the truth of the allegations in Paragraph 96 of the Complaint and therefore deny same.

97. Defendants lack sufficient information or knowledge to form a belief as to the truth of the allegations in Paragraph 97 of the Complaint and therefore deny same.

98. Defendants admit only that they have refused to issue a retraction because they never made any defamatory statements about Plaintiffs. Further answering, Defendants deny that they made defamatory statements about Plaintiffs because said allegation is untrue.

99. Defendants deny the allegations in Paragraph 99 of the Complaint because they are untrue.

COUNT ONE
(Alleged Libel – Denied)

100. Defendants reincorporate and restate the admissions, denials, and averments set forth above as if fully rewritten herein.

101. Defendants deny the allegations in Paragraph 101 of the Complaint because they are untrue in fact and in law.

102. Defendants deny the allegations in Paragraph 102 of the Complaint because they are untrue in fact and in law.

103. Defendants deny the allegations in Paragraph 103 of the Complaint because they are untrue in fact and in law.

104. Defendants deny the allegations in Paragraph 104 of the Complaint because they are untrue in fact and in law.

105. Defendants deny the allegations in Paragraph 105 of the Complaint because they are untrue in fact and in law.

106. Defendants deny the allegations in Paragraph 106 of the Complaint because they are untrue in fact and in law.

107. Defendants deny the allegations in Paragraph 107 of the Complaint because they are untrue in fact and in law.

108. Defendants deny the allegations in Paragraph 108 of the Complaint because they are untrue in fact and in law.

109. Defendants deny the allegations in Paragraph 109 of the Complaint because they are untrue in fact and in law.

COUNT TWO
(Alleged Slander – Denied)

110. Defendants reincorporate and restate the admissions, denials, and averments set forth above as if fully rewritten herein.

111. Defendants deny the allegations in Paragraph 111 of the Complaint because they are untrue in fact and in law.

112. Defendants deny the allegations in Paragraph 112 of the Complaint because they are untrue in fact and in law.

113. Defendants deny the allegations in Paragraph 113 of the Complaint because they are untrue in fact and in law.

114. Defendants deny the allegations in Paragraph 114 of the Complaint because they are untrue in fact and in law.

115. Defendants deny the allegations in Paragraph 115 of the Complaint because they are untrue in fact and in law.

116. Defendants deny the allegations in Paragraph 116 of the Complaint because they are untrue in fact and in law.

117. Defendants deny the allegations in Paragraph 117 of the Complaint because they are untrue in fact and in law.

118. Defendants deny the allegations in Paragraph 118 of the Complaint because they are untrue in fact and in law.

119. Defendants deny the allegations in Paragraph 119 of the Complaint because they are untrue in fact and in law.

COUNT THREE
(Alleged Tortious Interference with Business Relationship – Denied)

120. Defendants reincorporate and restate the admissions, denials, and averments set forth above as if fully rewritten herein.

121. Defendants deny the allegations in Paragraph 121 of the Complaint because they are untrue in fact and in law.

122. Defendants deny the allegations in Paragraph 122 of the Complaint because they are untrue in fact and in law.

123. Defendants deny the allegations in Paragraph 123 of the Complaint because they are untrue in fact and in law.

124. Defendants deny the allegations in Paragraph 124 of the Complaint because they are untrue in fact and in law.

125. Defendants deny the allegations in Paragraph 125 of the Complaint because they are untrue in fact and in law.

126. Defendants deny the allegations in Paragraph 126 of the Complaint because they are untrue in fact and in law.

127. Defendants deny the allegations in Paragraph 127 of the Complaint because they are untrue in fact and in law.

128. Defendants deny the allegations in Paragraph 128 of the Complaint because they are untrue in fact and in law.

129. Defendants deny the allegations in Paragraph 129 of the Complaint because they are untrue in fact and in law.

130. Defendants deny the allegations in Paragraph 130 of the Complaint because they are untrue in fact and in law.

131. Defendants deny the allegations in Paragraph 131 of the Complaint because they are untrue in fact and in law.

COUNT FOUR
(Alleged Tortious Interference with Contracts – Denied)

132. Defendants reincorporate and restate the admissions, denials, and averments set forth above as if fully rewritten herein.

133. Defendants admit only that Plaintiffs, as a business and business owner, have business relationships with vendors and customers. Further answering, Defendants deny that they have knowledge of Plaintiffs “various contracts and business dealings with third-parties.”

134. Defendants deny the allegations in Paragraph 134 of the Complaint because they are untrue in fact and in law.

135. Defendants deny the allegations in Paragraph 135 of the Complaint because they are untrue in fact and in law.

136. Defendants deny the allegations in Paragraph 136 of the Complaint because they are untrue in fact and in law.

137. Defendants deny the allegations in Paragraph 137 of the Complaint because they are untrue in fact and in law.

138. Defendants deny the allegations in Paragraph 138 of the Complaint because they are untrue in fact and in law.

COUNT FIVE
(Alleged Deceptive Trade Practices – Denied)

139. Defendants reincorporate and restate the admissions, denials, and averments set forth above as if fully rewritten herein.

140. Defendants deny the allegations in Paragraph 140 of the Complaint because they are untrue in fact and in law.

141. Defendants object to answering the allegations contained in Paragraph 141 of the Complaint because they are legal conclusions to which no response is required. To the extent a response is required, Defendants deny the allegations.

142. Defendants deny the allegations in Paragraph 142 of the Complaint because they are untrue in fact and in law.

143. Defendants deny the allegations in Paragraph 143 of the Complaint because they are untrue in fact and in law.

144. Defendants deny the allegations in Paragraph 144 of the Complaint because they are untrue in fact and in law.

145. Defendants deny the allegations in Paragraph 145 of the Complaint because they are untrue in fact and in law.

146. Defendants deny the allegations in Paragraph 146 of the Complaint because they are untrue in fact and in law.

147. Defendants deny the allegations in Paragraph 147 of the Complaint because they are untrue in fact and in law.

148. Defendants deny the allegations in Paragraph 148 of the Complaint because they are untrue in fact and in law.

COUNT SIX
(Alleged Intentional Infliction of Emotional Distress – Denied)

149. Defendants reincorporate and restate the admissions, denials, and averments set forth above as if fully rewritten herein.

150. Defendants deny the allegations in Paragraph 150 of the Complaint because they are untrue in fact and in law.

151. Defendants deny the allegations in Paragraph 151 of the Complaint because they are untrue in fact and in law.

152. Defendants deny the allegations in Paragraph 152 of the Complaint because they are untrue in fact and in law.

153. Defendants deny the allegations in Paragraph 153 of the Complaint because they are untrue in fact and in law.

154. Defendants deny the allegations in Paragraph 154 of the Complaint because they are untrue in fact and in law.

155. Defendants deny the allegations in Paragraph 155 of the Complaint because they are untrue in fact and in law.

156. Defendants deny the allegations in Paragraph 156 of the Complaint because they are untrue in fact and in law.

COUNT SEVEN
(Alleged Negligent Hiring, Retention, Supervision – Denied)

157. Defendants reincorporate and restate the admissions, denials, and averments set forth above as if fully rewritten herein.

158. Pursuant to Rule 12(b)(6) of the Ohio Rules of Civil Procedure, Defendants filed a Motion to Dismiss Plaintiffs' claim for negligent hiring, retention, or supervision set forth in Count Seven of the Complaint. Defendants hereby incorporate

by reference their Motion to Dismiss and supporting Memorandum of Law. To the extent a response to Paragraph 158 of the Complaint is required, Defendants deny the allegations contained in Paragraph 158 of the Complaint.

159. Pursuant to Rule 12(b)(6) of the Ohio Rules of Civil Procedure, Defendants filed a Motion to Dismiss Plaintiffs' claim for negligent hiring, retention, or supervision set forth in Count Seven of the Complaint. Defendants hereby incorporate by reference their Motion to Dismiss and supporting Memorandum of Law. To the extent a response to Paragraph 159 of the Complaint is required, Defendants deny the allegations contained in Paragraph 159 of the Complaint.

160. Pursuant to Rule 12(b)(6) of the Ohio Rules of Civil Procedure, Defendants filed a Motion to Dismiss Plaintiffs' claim for negligent hiring, retention, or supervision set forth in Count Seven of the Complaint. Defendants hereby incorporate by reference their Motion to Dismiss and supporting Memorandum of Law. To the extent a response to Paragraph 160 of the Complaint is required, Defendants deny the allegations contained in Paragraph 160 of the Complaint.

COUNT EIGHT
(Alleged Trespass – Denied)

161. Defendant restate and re-allege the admission, denials, and averments set forth above as if fully rewritten herein.

162. Pursuant to Rule 12(b)(6) of the Ohio Rules of Civil Procedure, Defendants filed a Motion to Dismiss Plaintiffs' claim for trespass set forth in Count Eight of the Complaint. Defendants hereby incorporate by reference their Motion to Dismiss and supporting Memorandum of Law. To the extent a response to Paragraph 162 of the

Complaint is required, Defendants deny the allegations contained in Paragraph 162 of the Complaint.

163. Pursuant to Rule 12(b)(6) of the Ohio Rules of Civil Procedure, Defendants filed a Motion to Dismiss Plaintiffs' claim for trespass set forth in Count Eight of the Complaint. Defendants hereby incorporate by reference their Motion to Dismiss and supporting Memorandum of Law. To the extent a response to Paragraph 163 of the Complaint is required, Defendants deny the allegations contained in Paragraph 163 of the Complaint.

164. Pursuant to Rule 12(b)(6) of the Ohio Rules of Civil Procedure, Defendants filed a Motion to Dismiss Plaintiffs' claim for trespass set forth in Count Eight of the Complaint. Defendants hereby incorporate by reference their Motion to Dismiss and supporting Memorandum of Law. To the extent a response to Paragraph 164 of the Complaint is required, Defendants deny the allegations contained in Paragraph 164 of the Complaint.

165. Pursuant to Rule 12(b)(6) of the Ohio Rules of Civil Procedure, Defendants filed a Motion to Dismiss Plaintiffs' claim for trespass set forth in Count Eight of the Complaint. Defendants hereby incorporate by reference their Motion to Dismiss and supporting Memorandum of Law. To the extent a response to Paragraph 165 of the Complaint is required, Defendants deny the allegations contained in Paragraph 165 of the Complaint.

166. Pursuant to Rule 12(b)(6) of the Ohio Rules of Civil Procedure, Defendants filed a Motion to Dismiss Plaintiffs' claim for trespass set forth in Count Eight of the Complaint. Defendants hereby incorporate by reference their Motion to Dismiss

and supporting Memorandum of Law. To the extent a response to Paragraph 166 of the Complaint is required, Defendants deny the allegations contained in Paragraph 166 of the Complaint.

167. Defendants specifically deny each and every allegation set forth in the Complaint not specifically admitted herein. Defendants further deny any and all allegations, statements, arguments, and/or assertions set forth in the unnumbered headings throughout Plaintiffs' Complaint.

AFFIRMATIVE DEFENSES

1. Plaintiffs' Complaint fails to state a claim upon which relief can be granted.
2. Plaintiffs have failed to join all necessary and indispensable parties in order to properly adjudicate the allegations in its Complaint.
3. Plaintiffs' claims are barred, in whole or in part, by their failure to mitigate damages.
4. Plaintiffs' claims are barred, in whole or in part, by the doctrines of waiver, estoppel and laches.
5. Plaintiffs' claims are barred, in whole or in part, because Defendants owed no duties to Plaintiffs.
6. Plaintiffs' are barred from recovery of any alleged damages from the Defendants under the doctrine of unclean hands.
7. Defendants affirmatively state that all of their actions were based on and arising out of the best interests and safety of Oberlin's students.
8. Defendants affirmatively state that all of their actions were based on legitimate reasons consistent with business necessity.

9. Defendants affirmatively state that they did not retaliate against Plaintiffs and all actions with respect to Plaintiffs were taken for legitimate reasons.

10. Plaintiffs' claims are barred, in whole or in part, because the claims were proximately caused by the superseding and intervening acts of other persons or entities over which Defendants have and had no control.

11. To the extent that Plaintiffs' Complaint states a viable claim or claims against any party or parties, any alleged damages resulting to Plaintiffs were caused by the acts and/or omissions of other parties and not by Defendants.

12. Plaintiffs' claims are barred, in whole or in part, by the doctrine of assumption of the risk.

13. Plaintiffs' claims are barred, in whole or in part, by the applicable statute of limitations.

14. Plaintiffs' claims are barred, in whole or in part, by the Statute of Frauds.

15. Plaintiffs' claims for damages and liability are barred, in whole or in part, by any limitations imposed by law as to the recovery of such damages.

16. Plaintiffs' claims are barred, in whole or in part, by the doctrines of ratification, consent and acquiescence.

17. Plaintiffs fail to plead the allegedly defamatory statements made by Defendants.

18. Any allegedly defamatory statements—which Plaintiffs have failed to plead—relate to public figures, limited public figures, and/or matters of public concern.

19. Any allegedly defamatory statements—which Plaintiffs have failed to plead—are protected expressions of opinion.

20. To the extent any allegedly defamatory statements can somehow be attributed to Defendants—which Plaintiffs have failed to plead—any such statements are true.

21. Imposition of punitive damages against Defendants would violate Defendants' rights under any pertinent constitutional protection including, but not limited to, its due process rights.

22. Plaintiffs' damages, if any, were the direct and proximate result of their own acts, omissions, negligence, fault and/or breach.

23. Plaintiffs' damages, if any, are barred, by their failure to mitigate any such damages.

24. Plaintiffs' claims for damages are barred because said damages claims are too speculative.

25. Defendants reserve the right to assert any and all additional affirmative defenses, defenses, crossclaims, and/or third-party claims that may arise during the course of discovery in this matter or as may be appropriate under law.

WHEREFORE, having fully answered, Defendants Oberlin College and Dr. Meredith Raimondo respectfully request that the Complaint of Plaintiffs Gibson Bros., Inc., David Gibson, and Allyn W. Gibson be dismissed with prejudice, that Defendants be awarded their reasonable attorneys' fees and expenses in defending against Plaintiffs' Complaint, and that the Court award Defendants any other relief that is just and proper.

JURY DEMAND

Defendants Oberlin College and Dr. Meredith Raimondo hereby demand a trial by jury on all issues so triable.

Respectfully submitted,



Ronald D. Holman II (0036776)

rholman@taftlaw.com

Julie A. Crocker (0081231)

jcrocker@taftlaw.com

Cary M. Snyder (0096517)

csnyder@taftlaw.com

TAFT STETTINIUS & HOLLISTER LLP

200 Public Square, Suite 3500

Cleveland, OH 44114-2302

Phone: (216) 241-2838

Fax: (216) 241-3707

Attorneys for Defendants Oberlin College
and Dr. Meredith Raimondo

CERTIFICATE OF SERVICE

I hereby certify that a copy of the foregoing was served this 6th day of December, 2017, via email, pursuant to Rule 5(B)(2)(f) of the Ohio Rules of Civil Procedure, upon the following:


Owen J. Rarric
orarric@kwgd.com
Krugliak, Wilkins, Griffiths & Dougherty Co., L.P.A.
4775 Munson Street, NW
P.O. Box 36963
Canton, OH 44735

Lee E. Plakas
lplakas@lawlion.com
Tzangas, Plakas, Mannos & Raies
220 Market Avenue South
8th Floor
Canton, OH 44702

Terry A. Moore
tmoore@kwgd.com
Krugliak, Wilkins, Griffiths & Dougherty Co., L.P.A.
4775 Munson Street NW
P.O. Box 36963
Canton, OH 44735

Matthew W. Onest
monest@kwgd.com
Krugliak, Wilkins, Griffiths & Dougherty Co., L.P.A.
4775 Munson St. N.W.
P.O. Box 36963
Canton, OH 44735

*Attorneys for Plaintiffs Gibson Bros., Inc., David R. Gibson, and
Allyn W. Gibson*



One of the Attorneys for Defendants
Oberlin College and Dr. Meredith Raimondo