

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF OHIO**

JOHN DOE,)	
)	
Plaintiff,)	CASE NO. 1:17-cv-01335
)	
v.)	Judge Solomon Oliver, Jr.
)	
OBERLIN COLLEGE,)	(Jury Demand Endorsed Hereon)
)	
Defendant.)	

ANSWER TO PLAINTIFF’S AMENDED COMPLAINT

Defendant, Oberlin College (“Oberlin”), for its Answer to the Amended Complaint (ECF No. 21-2) (“Amended Complaint”) of Plaintiff John Doe (“Doe”), states as follows:

PRELIMINARY STATEMENT

Doe is a former Oberlin student who—after (i) an extensive investigation by a third party neutral, and (ii) an impartial hearing where he was afforded a fundamentally fair process—was found to have sexually assaulted Jane Roe (“Roe”) in the early hours of February 28, 2016 in violation of the Oberlin College Sexual Misconduct Policy (the “Policy”). Oberlin expelled Doe for his misconduct and violations of the Policy.

FIRST DEFENSE

1. In response to Paragraph 1 of the Amended Complaint, Oberlin admits that Doe matriculated as a freshman at Oberlin in August 2014, and that he was expelled from Oberlin on October 11, 2016, but states that it lacks information or knowledge sufficient to form a belief as to the truth of the remaining allegations set forth in Paragraph 1 of the Amended Complaint.

2. Oberlin admits the allegations set forth in Paragraph 2 of the Amended Complaint.

3. The jurisdictional allegations set forth in Paragraph 3 of the Amended Complaint constitute legal conclusions to which no response is required. To the extent a response is deemed required, Oberlin admits this Court has federal jurisdiction under 28 U.S.C. § 1331 with respect to those claims set forth in the Amended Complaint that arise under federal law, but states that it lacks information or knowledge sufficient to form a belief as to the truth of the remaining allegations set forth in Paragraph 3 of the Amended Complaint.

4. The jurisdictional allegations set forth in Paragraph 4 of the Amended Complaint constitute legal conclusions to which no response is required. To the extent a response is deemed required, Oberlin admits and avers that this Court should decline to exercise supplemental jurisdiction even if available, but states that it lacks information or knowledge sufficient to form a belief as to the truth of the remaining allegations set forth in Paragraph 4 of the Amended Complaint.

5. The venue-based allegations set forth in Paragraph 5 of the Amended Complaint constitute legal conclusions to which no response is required. To the extent a response is deemed required, Oberlin states that it lacks information or knowledge sufficient to form a belief as to the truth of the allegations set forth in Paragraph 5 of the Amended Complaint.

6. In response to Paragraph 6 of the Amended Complaint, Oberlin admits that Doe was expelled from Oberlin on October 11, 2016, based on the decision of a hearing panel (the “Hearing Panel”) finding him in violation of Sections 2(A) and 2(B) of the Policy. Upon information and belief, a true and accurate copy of the Policy is in Doe’s possession. Further answering, Oberlin avers that the October 11, 2016 letter from Hearing Coordinator David Campbell to Doe (the “Decision”) sets forth the conclusion of the Hearing Panel with respect to the complaint against Doe, avers that the Decision is a written document which speaks for itself, refers to the Decision for its content, and denies any allegations inconsistent therewith. Further

answering, Oberlin avers that the written content (as of January 25, 2018) of the website cited in Footnote 2 of the Amended Complaint speaks for itself, refers to the website for its content, and denies any allegations inconsistent therewith. Oberlin denies the remaining allegations set forth in Paragraph 6 of the Amended Complaint.

7. In response to Paragraph 7 of the Amended Complaint, Oberlin avers that the Decision is a written document which speaks for itself, refers to the Decision for its content, and denies any allegations inconsistent therewith. Oberlin denies the remaining allegations set forth in Paragraph 7 of the Amended Complaint.

8. Paragraph 8 of the Amended Complaint sets forth opinions, rather than factual allegations, and as such, no response is required. To the extent a response is deemed required, Oberlin denies the allegations set forth in Paragraph 8 of the Amended Complaint.

9. In response to Paragraph 9 of the Amended Complaint, Oberlin avers that the Decision is a written document which speaks for itself, refers to the Decision for its content, and denies any allegations inconsistent therewith. Oberlin states that it lacks information or knowledge sufficient to form a belief as to the truth of the remaining allegations set forth in Paragraph 9 of the Amended Complaint.

10. Oberlin denies the allegations set forth in Paragraph 10 of the Amended Complaint.

11. In response to Paragraph 11 of the Amended Complaint, Oberlin states that the allegations containing opinions rather than facts require no response. To the extent a response is deemed required, said allegations are denied. Further answering, Oberlin denies that the isolated sentence fragments set forth in Paragraph 11 of the Amended Complaint fully or fairly characterize the beliefs and/or statements made by Meredith Raimondo (“Raimondo”), and therefore denies same. Oberlin states that it lacks information or knowledge sufficient to form a

belief as to the truth of the remaining allegations set forth in Paragraph 11 of the Amended Complaint.

12. Oberlin denies the allegations set forth in Paragraph 12 of the Amended Complaint.

13. In response to Paragraph 13 of the Amended Complaint, Oberlin admits that Doe was found responsible for violations of the Policy and was expelled, but denies the remaining allegations set forth in Paragraph 13 of the Amended Complaint.

14. Oberlin denies the allegations set forth in Paragraph 14 of the Amended Complaint.

15. Oberlin admits the allegations set forth in Paragraph 15 of the Amended Complaint.

16. In response to Paragraph 16 of the Amended Complaint, Oberlin admits that it was obligated to follow and comply with the Policy, admits and avers that it followed and complied with the Policy at all times relevant to this case, and denies the remaining allegations set forth in Paragraph 16 of the Amended Complaint.

17. In response to Paragraph 17 of the Amended Complaint, Oberlin avers that said paragraph contains no factual allegations, but rather only legal conclusions to which no response is required. To the extent a response is deemed required, Oberlin lacks information or knowledge sufficient to form a belief as to the truth of the allegations set forth in Paragraph 17 of the Amended Complaint.

18. In response to Paragraph 18 of the Amended Complaint, Oberlin avers that said paragraph contains no factual allegations, but rather only legal conclusions to which no response is required. To the extent a response is deemed required, Oberlin admits only that it complied

with any and all legal obligations regarding Doe, and otherwise denies Paragraph 18 of the Amended Complaint.

19. In response to Paragraph 19 of the Amended Complaint, Oberlin admits that the Policy prohibits “Sexual Assault,” avers that the Policy is a written document which speaks for itself, refers to the Policy for its content, and denies any allegations inconsistent therewith. Oberlin denies the remaining allegations set forth in Paragraph 19 of the Amended Complaint.

20. In response to Paragraph 20 of the Amended Complaint, Oberlin admits that the Policy prohibits “Sexual Assault,” avers that the Policy is a written document which speaks for itself, refers to the Policy for its content, and denies any allegations inconsistent therewith. Oberlin denies the remaining allegations set forth in Paragraph 20 of the Amended Complaint.

21. In response to Paragraph 21 of the Amended Complaint, Oberlin admits that, on or about January 25, 2018, the website for Oberlin’s Office of Equity, Diversity and Inclusion had a section titled “Barriers to Consent”, avers that the written content of the website speaks for itself, refers to the website for its content, and denies any allegations inconsistent therewith. Oberlin denies the remaining allegations set forth in Paragraph 21 of the Amended Complaint.

22. In response to Paragraph 22 of the Amended Complaint, Oberlin admits that the Policy prohibits “Sexual Assault,” avers that the Policy is a written document which speaks for itself, refers to the Policy for its content, and denies any allegations inconsistent therewith. Oberlin denies the remaining allegations set forth in Paragraph 22 of the Amended Complaint.

23. In response to Paragraph 23 of the Amended Complaint, Oberlin admits that the Policy prohibits “Sexual Assault,” avers that the Policy is a written document which speaks for itself, refers to the Policy for its content, and denies any allegations inconsistent therewith. Oberlin denies the remaining allegations set forth in Paragraph 23 of the Amended Complaint.

24. In response to Paragraph 24 of the Amended Complaint, Oberlin admits that the Policy prohibits “Sexual Assault,” avers that the Policy is a written document which speaks for itself, refers to the Policy for its content, and denies any allegations inconsistent therewith. Oberlin denies the remaining allegations set forth in Paragraph 24 of the Amended Complaint.

25. In response to Paragraph 25 of the Amended Complaint, Oberlin admits that the Policy prohibits “Sexual Assault,” avers that the Policy is a written document which speaks for itself, refers to the Policy for its content, and denies any allegations inconsistent therewith. Oberlin denies the remaining allegations set forth in Paragraph 25 of the Amended Complaint.

26. In response to Paragraph 26 of the Amended Complaint, Oberlin admits that the Policy prohibits “Sexual Assault,” avers that the Policy is a written document which speaks for itself, refers to the Policy for its content, and denies any allegations inconsistent therewith. Oberlin denies the remaining allegations set forth in Paragraph 26 of the Amended Complaint.

27. In response to Paragraph 27 of the Amended Complaint, Oberlin admits that the Policy prohibits “Sexual Assault,” avers that the Policy is a written document which speaks for itself, refers to the Policy for its content, and denies any allegations inconsistent therewith. Oberlin denies the remaining allegations set forth in Paragraph 27 of the Amended Complaint.

28. In response to Paragraph 28 of the Amended Complaint, Oberlin admits that the Policy prohibits “Sexual Assault,” avers that the Policy is a written document which speaks for itself, refers to the Policy for its content, and denies any allegations inconsistent therewith. Oberlin denies the remaining allegations set forth in Paragraph 28 of the Amended Complaint.

29. In response to Paragraph 29 of the Amended Complaint, Oberlin admits that the Policy prohibits “Sexual Assault,” avers that the Policy is a written document which speaks for itself, refers to the Policy for its content, and denies any allegations inconsistent therewith. Oberlin denies the remaining allegations set forth in Paragraph 29 of the Amended Complaint.

30. In response to Paragraph 30 of the Amended Complaint, Oberlin admits that the Policy prohibits “Sexual Assault,” avers that the Policy is a written document which speaks for itself, refers to the Policy for its content, and denies any allegations inconsistent therewith. Oberlin denies the remaining allegations set forth in Paragraph 30 of the Amended Complaint.

31. In response to Paragraph 31 of the Amended Complaint, Oberlin admits that the Policy prohibits “Sexual Assault,” avers that the Policy is a written document which speaks for itself, refers to the Policy for its content, and denies any allegations inconsistent therewith. Oberlin denies the remaining allegations set forth in Paragraph 31 of the Amended Complaint.

32. In response to Paragraph 32 of the Amended Complaint, Oberlin admits that the Policy prohibits “Sexual Assault,” avers that the Policy is a written document which speaks for itself, refers to the Policy for its content, and denies any allegations inconsistent therewith. Oberlin denies the remaining allegations set forth in Paragraph 32 of the Amended Complaint.

33. In response to Paragraph 33 of the Amended Complaint, Oberlin admits that the Policy prohibits “Sexual Assault,” avers that the Policy is a written document which speaks for itself, refers to the Policy for its content, and denies any allegations inconsistent therewith. Oberlin denies the remaining allegations set forth in Paragraph 33 of the Amended Complaint.

34. In response to Paragraph 34 of the Amended Complaint, Oberlin admits that the Policy prohibits “Sexual Assault,” avers that the Policy is a written document which speaks for itself, refers to the Policy for its content, and denies any allegations inconsistent therewith. Oberlin denies the remaining allegations set forth in Paragraph 34 of the Amended Complaint.

35. In response to Paragraph 35 of the Amended Complaint, Oberlin admits only that Raimondo, Oberlin’s current Vice President and Dean of Students, previously served as Oberlin’s Title IX Coordinator. Further answering, Oberlin avers that the written content of the footnoted website from which the quoted language is allegedly derived speaks for itself, refers to

the website for its content, and denies any allegations inconsistent therewith. Further answering, Oberlin admits only that the Spring 2016 Campus Climate Report is a written document which speaks for itself, refers to the document for its content, and denies any allegations inconsistent therewith. Oberlin denies the remaining allegations set forth in Paragraph 35 of the Amended Complaint.

36. In response to Paragraph 36 of the Amended Complaint, Oberlin admits only that in or around October 2012, a female student publicly complained that she was dissatisfied with the handling of her sexual misconduct complaint, but otherwise states that it lacks information or knowledge sufficient to form a belief as to the truth of the remaining allegations set forth in Paragraph 36 of the Amended Complaint.

37. Oberlin admits the allegations set forth in Paragraph 37 of the Amended Complaint.

38. In response to Paragraph 38 of the Amended Complaint, Oberlin admits the allegations set forth therein, except that it denies that Raimondo supervised the Interim Title IX Coordinator who replaced her on July 1, 2016.

39. Oberlin lacks information or knowledge sufficient to form a belief as to the truth of the allegations set forth in Paragraph 39 of the Amended Complaint.

40. In response to Paragraph 40 of the Amended Complaint, Oberlin admits that neither the draft Policy nor the Policy itself defines “rape culture,” but denies the remaining allegations set forth in Paragraph 40 of the Amended Complaint. Further answering, Oberlin admits and avers that it takes seriously all complaints of Policy violations and evaluates them through a fair and non-discriminatory process.

41. Oberlin admits the allegations set forth in Paragraph 41 of the Amended Complaint.

42. In response to Paragraph 42 of the Amended Complaint, Oberlin avers that the Resource Guide (“Resource Guide”) is a written document which speaks for itself, refers to the Resource Guide for its content, and denies any allegations inconsistent therewith. Upon information and belief, a true and accurate copy of the Resource Guide is in Doe’s possession. Oberlin denies the remaining allegations set forth in Paragraph 42 of the Amended Complaint. Further answering, Oberlin admits and avers that it takes seriously all complaints of Policy violations and evaluates them through a fair and non-discriminatory process.

43. In response to Paragraph 43 of the Amended Complaint, Oberlin avers that the Resource Guide is a written document which speaks for itself, refers to the Resource Guide for its content, and denies any allegations inconsistent therewith. Further answering, Oberlin avers that the statements made in Paragraph 43 in the Amended Complaint, which set forth opinions rather than factual allegations, require no response. To the extent a response is deemed required, Oberlin denies such statements. Oberlin denies the remaining allegations set forth in Paragraph 43 of the Amended Complaint.

44. Oberlin denies the allegations set forth in Paragraph 44 of the Amended Complaint. Further answering, Oberlin admits and avers that it takes seriously all complaints of Policy violations and evaluates them through a fair and non-discriminatory process.

45. In response to Paragraph 45 of the Amended Complaint, Oberlin avers that the written content of the footnoted website referenced in said paragraph speaks for itself, refers to the website for its content, and denies any allegations inconsistent therewith. Oberlin denies the remaining allegations set forth in Paragraph 45 of the Amended Complaint. Further answering, Oberlin admits and avers that it takes seriously all complaints of Policy violations and evaluates them through a fair and non-discriminatory process.

46. In response to Paragraph 46 of the Amended Complaint, Oberlin avers that the articles published by the student-run newspaper The Oberlin Review are written documents which speak for themselves, refers to The Oberlin Review for its content, and denies any allegations inconsistent therewith. Further answering, Oberlin expressly denies any “mentality” that sexual misconduct allegations unfailingly should be treated as true, and denies the remaining allegations set forth in Paragraph 46 of the Amended Complaint.

47. Oberlin lacks information or knowledge sufficient to form a belief as to the truth of the allegations set forth in Paragraph 47 of the Amended Complaint.

48. In response to Paragraph 48 of the Amended Complaint, Oberlin admits and avers it was notified in 2015 that, like many other colleges and universities across the country, it was the subject of an investigation by the Education Department’s Office for Civil Rights (“OCR”) with respect to issues pertaining to Title IX. Oberlin avers that the documents and websites referenced in Footnotes 18-20 are in writing, the content of which speak for themselves, refers to the documents and websites for their content, and denies any allegations inconsistent therewith. Further answering, Oberlin expressly denies that it was under intense scrutiny by the OCR at the time it investigated Roe complaint, denies that any OCR investigation influenced the investigation of Roe’s complaint, and states that it lacks information or knowledge sufficient to form a belief as to the truth of the remaining allegations set forth in Paragraph 48 of the Amended Complaint.

49. In response to Paragraph 49 of the Amended Complaint, Oberlin admits that the OCR investigation was one of hundreds being conducted by the OCR nation-wide into how colleges and universities handle allegations of sexual assault, and denies that the OCR investigation influenced the investigation of Roe’s complaint. Oberlin states that it lacks

information or knowledge sufficient to form a belief as to the truth of the remaining allegations set forth in Paragraph 49 of the Amended Complaint.

50. Oberlin states that it lacks information or knowledge sufficient to form a belief as to the truth of the allegations set forth in Paragraph 50 of the Amended Complaint.

51. Oberlin denies the allegations set forth in Paragraph 51 of the Amended Complaint.

52. In response to Paragraph 52 of the Amended Complaint, Oberlin admits that at the time of the Spring 2016 Campus Climate Report, Oberlin's Title IX team had received and reviewed over 100 reports of potential sex-based discrimination and harassment, but denies the remaining allegations set forth in Paragraph 52 of the Amended Complaint.

53. In response to Paragraph 53 of the Amended Complaint, Oberlin avers that the Spring 2016 Campus Climate Report is a written document which speaks for itself, refers to the Climate Report for its content, and denies any allegations inconsistent therewith. Oberlin denies the remaining allegations set forth in Paragraph 53 of the Amended Complaint.

54. Oberlin denies the allegations set forth in Paragraph 54 of the Amended Complaint.

55. In response to the allegations set forth in Paragraph 55 of the Amended Complaint, Oberlin admits that a simple majority of the Oberlin students who brought sexual misconduct complaints in the 2015-2016 academic year were women, and a simple majority of the Oberlin students who were accused of sexual misconduct in the 2015-2016 academic year were men, but denies the remaining allegations set forth in Paragraph 55 of the Amended Complaint.

56. Oberlin denies the allegations set forth in Paragraph 56 of the Amended Complaint.

57. In response to the allegations set forth in Paragraph 57 of the Amended Complaint, Oberlin expressly denies that Raimondo views sexual misconduct as an offense committed typically by men against women, avers that the YouTube video referenced in Footnote 30 speaks for itself, refers to the video for its content, and denies any allegations inconsistent therewith. Further answering, Oberlin expressly denies that Raimondo views sexual misconduct as an offense committed typically by men against women, and states that it lacks information or knowledge sufficient to form a belief as to the truth of the remaining allegations set forth in Paragraph 57 of the Amended Complaint. Further answering, Oberlin denies that a “survivor-centered” process or “feminism” are evidence of gender bias against men because such allegations are patently false.

58. In response to Paragraph 58 of the Amended Complaint, Oberlin avers that the YouTube video referenced in Footnote 30 speaks for itself, refers to the video for its content, and denies any allegations inconsistent therewith. Further answering, Oberlin denies the remaining allegations set forth in Paragraph 58 of the Amended Complaint.

59. In response to Paragraph 59 of the Amended Complaint, Oberlin denies that Title IX enforcement at Oberlin is motivated by gender bias, and denies that its Title IX enforcement regime is infused with gender bias. Further answering, Oberlin avers that the YouTube video referenced in Paragraph 59 of the Amended Complaint speaks for itself, refers to the video for its content, and denies any allegations inconsistent therewith. Further answering, Oberlin avers that the article referenced in Footnote 31 is a written document which speaks for itself, refers to the article for its content, and denies any allegations inconsistent therewith. Oberlin denies the remaining allegations set forth in Paragraph 59 of the Amended Complaint.

60. Oberlin denies the allegations set forth in Paragraph 60 of the Amended Complaint.

61. Oberlin admits the allegations set forth in Paragraph 61 of the Amended Complaint.

62. Oberlin states that because there is no reference to the specific sexual assault case at issue, it lacks information or knowledge sufficient to form a belief as to the truth of the allegations set forth in Paragraph 62 of the Amended Complaint.

63. Oberlin states that because there is no reference to the specific sexual assault case at issue, it lacks information or knowledge sufficient to form a belief as to the truth of the allegations set forth in Paragraph 63 of the Amended Complaint.

64. Oberlin states that because there is no reference to the specific sexual assault case at issue, it lacks information or knowledge sufficient to form a belief as to the truth of the allegations set forth in Paragraph 64 of the Amended Complaint.

65. Oberlin states that because there is no reference to the specific sexual assault case at issue, it lacks information or knowledge sufficient to form a belief as to the truth of the allegations set forth in Paragraph 65 of the Amended Complaint.

66. Oberlin states that because there is no reference to the specific sexual assault case at issue, it lacks information or knowledge sufficient to form a belief as to the truth of the allegations set forth in Paragraph 66 of the Amended Complaint.

67. Oberlin denies the allegations set forth in Paragraph 67 of the Amended Complaint.

68. Oberlin denies the allegations set forth in Paragraph 68 of the Amended Complaint.

69. In response to Paragraph 69 of the Amended Complaint, Oberlin states that it lacks information or knowledge sufficient to form a belief as to the truth of the allegations set forth therein. Further answering, despite the absence of firsthand information or knowledge,

Oberlin is aware of the contentions made by Doe, Roe, and third-party witnesses concerning the complaint in question, both during the investigation and at the formal hearing, and based on that information, it admits that an unbiased Hearing Panel concluded by a preponderance of the evidence that Doe violated Sections 2(A) and 2(B) of the Policy. Oberlin denies the remaining allegations set forth in Paragraph 69 of the Amended Complaint.

70. In response to Paragraph 70 of the Amended Complaint, Oberlin states that it lacks information or knowledge sufficient to form a belief as to the truth of the allegations set forth therein. Further answering, despite the absence of firsthand information or knowledge, Oberlin is aware of the contentions made by Doe, Roe, and third-party witnesses concerning the complaint in question, both during the investigation and at the formal hearing, and based on that information, it admits that an unbiased Hearing Panel concluded by a preponderance of the evidence that Doe violated Sections 2(A) and 2(B) of the Policy. Oberlin denies the remaining allegations set forth in Paragraph 70 of the Amended Complaint.

71. In response to Paragraph 71 of the Amended Complaint, Oberlin states that it lacks information or knowledge sufficient to form a belief as to the truth of the allegations set forth therein. Further answering, despite the absence of firsthand information or knowledge, Oberlin is aware of the contentions made by Doe, Roe, and third-party witnesses concerning the complaint in question, both during the investigation and at the formal hearing, and based on that information, it admits that an unbiased Hearing Panel concluded by a preponderance of the evidence that Doe violated Sections 2(A) and 2(B) of the Policy. Oberlin denies the remaining allegations set forth in Paragraph 71 of the Amended Complaint.

72. In response to Paragraph 72 of the Amended Complaint, Oberlin states that it lacks information or knowledge sufficient to form a belief as to the truth of the allegations set forth therein. Further answering, despite the absence of firsthand information or knowledge,

Oberlin is aware of the contentions made by Doe, Roe, and third-party witnesses concerning the complaint in question, both during the investigation and at the formal hearing, and based on that information, it admits that an unbiased Hearing Panel concluded by a preponderance of the evidence that Doe violated Sections 2(A) and 2(B) of the Policy. Oberlin denies the remaining allegations set forth in Paragraph 72 of the Amended Complaint.

73. In response to Paragraph 73 of the Amended Complaint, Oberlin states that it lacks information or knowledge sufficient to form a belief as to the truth of the allegations set forth therein. Further answering, despite the absence of firsthand information or knowledge, Oberlin is aware of the contentions made by Doe, Roe, and third-party witnesses concerning the complaint in question, both during the investigation and at the formal hearing, and based on that information, it admits that an unbiased Hearing Panel concluded by a preponderance of the evidence that Doe violated Sections 2(A) and 2(B) of the Policy. Oberlin denies the remaining allegations set forth in Paragraph 73 of the Amended Complaint.

74. In response to Paragraph 74 of the Amended Complaint, Oberlin states that it lacks information or knowledge sufficient to form a belief as to the truth of the allegations set forth therein. Further answering, despite the absence of firsthand information or knowledge, Oberlin is aware of the contentions made by Doe, Roe, and third-party witnesses concerning the complaint in question, both during the investigation and at the formal hearing, and based on that information, it admits that an unbiased Hearing Panel concluded by a preponderance of the evidence that Doe violated Sections 2(A) and 2(B) of the Policy. Oberlin denies the remaining allegations set forth in Paragraph 74 of the Amended Complaint.

75. In response to Paragraph 75 of the Amended Complaint, Oberlin states that it lacks information or knowledge sufficient to form a belief as to the truth of the allegations set forth therein. Further answering, despite the absence of firsthand information or knowledge,

Oberlin is aware of the contentions made by Doe, Roe, and third-party witnesses concerning the complaint in question, both during the investigation and at the formal hearing, and based on that information, it admits that an unbiased Hearing Panel concluded by a preponderance of the evidence that Doe violated Sections 2(A) and 2(B) of the Policy. Oberlin denies the remaining allegations set forth in Paragraph 75 of the Amended Complaint.

76. In response to Paragraph 76 of the Amended Complaint, Oberlin states that it lacks information or knowledge sufficient to form a belief as to the truth of the allegations set forth therein. Further answering, despite the absence of firsthand information or knowledge, Oberlin is aware of the contentions made by Doe, Roe, and third-party witnesses concerning the complaint in question, both during the investigation and at the formal hearing, and based on that information, it admits that an unbiased Hearing Panel concluded by a preponderance of the evidence that Doe violated Sections 2(A) and 2(B) of the Policy. Oberlin denies the remaining allegations set forth in Paragraph 76 of the Amended Complaint.

77. In response to Paragraph 77 of the Amended Complaint, Oberlin states that it lacks information or knowledge sufficient to form a belief as to the truth of the allegations set forth therein. Further answering, despite the absence of firsthand information or knowledge, Oberlin is aware of the contentions made by Doe, Roe and third-party witnesses concerning the complaint in question, both during the investigation and at the formal hearing, and based on that information, it admits that an unbiased Hearing Panel concluded by a preponderance of the evidence that Doe violated Sections 2(A) and 2(B) of the Policy. Oberlin denies the remaining allegations set forth in Paragraph 77 of the Amended Complaint.

78. In response to Paragraph 78 of the Amended Complaint, Oberlin states that it lacks information or knowledge sufficient to form a belief as to the truth of the allegations set forth therein. Further answering, despite the absence of firsthand information or knowledge,

Oberlin is aware of the contentions made by Doe, Roe, and third-party witnesses concerning the complaint in question, both during the investigation and at the formal hearing, and based on that information, it admits that an unbiased Hearing Panel concluded by a preponderance of the evidence that Doe violated Sections 2(A) and 2(B) of the Policy. Oberlin denies the remaining allegations set forth in Paragraph 78 of the Amended Complaint.

79. In response to Paragraph 79 of the Amended Complaint, Oberlin admits and avers that a Complaint against Doe for sexual assault was lodged on Roe's behalf by Monique Burgdorf on or about March 4, 2016, and that via a March 16, 2016 email, Raimondo advised Doe that Oberlin was investigating a report that he sexually assaulted Roe on February 27, 2016 while she was incapacitated due to alcohol and unable to consent to sexual activity. Raimondo advised Doe specifically that her "goal is to make sure the process of resolving the report is fair, equitable, and impartial, and I am available to help you throughout. If you would like to schedule additional meeting to discuss the process or other concerns, please let me know." Oberlin denies the remaining allegations set forth in Paragraph 79 of the Amended Complaint.

80. In response to Paragraph 80 of the Amended Complaint, Oberlin admits that Raimondo appointed Josh D. Nolan ("Nolan") to investigate Roe's allegations, and further admits that Nolan issued an investigative report (the "Report") approximately 120 days later. Upon information and belief, a true and accurate copy of the Report is in Doe's possession. Further answering, Oberlin avers that the Policy is a written document that speaks for itself, refers to the Policy for its content, and denies any allegations inconsistent therewith. Oberlin denies the remaining allegations set forth in Paragraph 80 of the Amended Complaint.

81. In response to Paragraph 81 of the Amended Complaint, Oberlin avers that the May 2, 2016 email from Doe to Raimondo is a written document that speaks for itself, refers to

said email for its content, and denies any allegations inconsistent therewith. Oberlin denies the remaining allegations set forth in Paragraph 81 of the Amended Complaint.

82. Oberlin denies the allegations set forth in Paragraph 82 of the Amended Complaint.

83. In response to Paragraph 83 of the Amended Complaint, Oberlin admits only that Nolan issued the Report on July 7, 2016, but otherwise denies the remaining allegations set forth in Paragraph 83 of the Amended Complaint.

84. Oberlin admits the allegations set forth in Paragraph 84 of the Amended Complaint.

85. Oberlin denies the allegations set forth in Paragraph 85 of the Amended Complaint.

86. In response to Paragraph 86 of the Amended Complaint, Oberlin avers that the Report is a written document that speaks for itself, refers to the Report for its content, and denies any allegations inconsistent therewith. Oberlin denies the remaining allegations set forth in Paragraph 86 of the Amended Complaint.

87. In response to Paragraph 87 of the Amended Complaint, Oberlin avers that the Report is a written document that speaks for itself, refers to the Report for its content, and denies any allegations inconsistent therewith. Oberlin denies the remaining allegations set forth in Paragraph 87 of the Amended Complaint.

88. In response to Paragraph 88 of the Amended Complaint, Oberlin avers that the Report is a written document that speaks for itself, refers to the Report for its content, and denies any allegations inconsistent therewith. Oberlin denies the remaining allegations set forth in Paragraph 88 of the Amended Complaint.

89. In response to Paragraph 89 of the Amended Complaint, Oberlin avers that the Report is a written document that speaks for itself, refers to the Report for its content, and denies any allegations inconsistent therewith. Oberlin denies the remaining allegations set forth in Paragraph 89 of the Amended Complaint.

90. In response to Paragraph 90 of the Amended Complaint, Oberlin avers that the Report is a written document that speaks for itself, refers to the Report for its content, and denies any allegations inconsistent therewith. Oberlin denies the remaining allegations set forth in Paragraph 90 of the Amended Complaint.

91. In response to Paragraph 91 of the Amended Complaint, Oberlin avers that the Report is a written document that speaks for itself, refers to the Report for its content, and denies any allegations inconsistent therewith. Oberlin denies the remaining allegations set forth in Paragraph 91 of the Amended Complaint.

92. In response to Paragraph 92 of the Amended Complaint, Oberlin avers that the Report is a written document that speaks for itself, refers to the Report for its content, and denies any allegations inconsistent therewith. Oberlin denies the remaining allegations set forth in Paragraph 92 of the Amended Complaint.

93. In response to Paragraph 93 of the Amended Complaint, Oberlin avers that the Report is a written document that speaks for itself, refers to the Report for its content, and denies any allegations inconsistent therewith. Oberlin denies the remaining allegations set forth in Paragraph 93 of the Amended Complaint.

94. In response to Paragraph 94 of the Amended Complaint, Oberlin avers that the Report is a written document that speaks for itself, refers to the Report for its content, and denies any allegations inconsistent therewith. Oberlin denies the remaining allegations set forth in Paragraph 94 of the Amended Complaint.

95. In response to Paragraph 95 of the Amended Complaint, Oberlin avers that the Report is a written document that speaks for itself, refers to the Report for its content, and denies any allegations inconsistent therewith. Oberlin denies the remaining allegations set forth in Paragraph 95 of the Amended Complaint.

96. In response to Paragraph 96 of the Amended Complaint, Oberlin avers that the Report is a written document that speaks for itself, refers to the Report for its content, and denies any allegations inconsistent therewith. Oberlin denies the remaining allegations set forth in Paragraph 96 of the Amended Complaint.

97. In response to Paragraph 97 of the Amended Complaint, Oberlin avers that the Report is a written document that speaks for itself, refers to the Report for its content, and denies any allegations inconsistent therewith. Oberlin denies the remaining allegations set forth in Paragraph 97 of the Amended Complaint.

98. In response to Paragraph 98 of the Amended Complaint, Oberlin avers that the Report is a written document that speaks for itself, refers to the Report for its content, and denies any allegations inconsistent therewith. Oberlin denies the remaining allegations set forth in Paragraph 98 of the Amended Complaint.

99. In response to Paragraph 99 of the Amended Complaint, Oberlin avers that the Report is a written document that speaks for itself, refers to the Report for its content, and denies any allegations inconsistent therewith. Oberlin denies the remaining allegations set forth in Paragraph 99 of the Amended Complaint.

100. In response to Paragraph 100 of the Amended Complaint, Oberlin avers that the Report is a written document that speaks for itself, refers to the Report for its content, and denies any allegations inconsistent therewith. Oberlin denies the remaining allegations set forth in Paragraph 100 of the Amended Complaint.

101. In response to Paragraph 101 of the Amended Complaint, Oberlin avers that the Report is a written document that speaks for itself, refers to the Report for its content, and denies any allegations inconsistent therewith. Oberlin denies the remaining allegations set forth in Paragraph 101 of the Amended Complaint.

102. In response to Paragraph 102 of the Amended Complaint, Oberlin avers that the Report is a written document that speaks for itself, refers to the Report for its content, and denies any allegations inconsistent therewith. Oberlin denies the remaining allegations set forth in Paragraph 102 of the Amended Complaint.

103. In response to Paragraph 103 of the Amended Complaint, Oberlin avers that the Report is a written document that speaks for itself, refers to the Report for its content, and denies any allegations inconsistent therewith. Oberlin denies the remaining allegations set forth in Paragraph 103 of the Amended Complaint.

104. In response to Paragraph 104 of the Amended Complaint, Oberlin avers that the Report is a written document that speaks for itself, refers to the Report for its content, and denies any allegations inconsistent therewith. Oberlin denies the remaining allegations set forth in Paragraph 104 of the Amended Complaint.

105. In response to Paragraph 105 of the Amended Complaint, Oberlin avers that the Report is a written document that speaks for itself, refers to the Report for its content, and denies any allegations inconsistent therewith. Oberlin denies the remaining allegations set forth in Paragraph 105 of the Amended Complaint.

106. In response to Paragraph 106 of the Amended Complaint, Oberlin avers that the Report is a written document that speaks for itself, refers to the Report for its content, and denies any allegations inconsistent therewith. Oberlin denies the remaining allegations set forth in Paragraph 106 of the Amended Complaint.

107. In response to Paragraph 107 of the Amended Complaint, Oberlin avers that the Report is a written document that speaks for itself, refers to the Report for its content, and denies any allegations inconsistent therewith. Oberlin denies the remaining allegations set forth in Paragraph 107 of the Amended Complaint.

108. In response to Paragraph 108 of the Amended Complaint, Oberlin avers that the Report is a written document that speaks for itself, refers to the Report for its content, and denies any allegations inconsistent therewith. Oberlin denies the remaining allegations set forth in Paragraph 108 of the Amended Complaint.

109. In response to Paragraph 109 of the Amended Complaint, Oberlin avers that the Report is a written document that speaks for itself, refers to the Report for its content, and denies any allegations inconsistent therewith. Oberlin denies the remaining allegations set forth in Paragraph 109 of the Amended Complaint.

110. In response to Paragraph 110 of the Amended Complaint, Oberlin avers that the Report is a written document that speaks for itself, refers to the Report for its content, and denies any allegations inconsistent therewith. Oberlin denies the remaining allegations set forth in Paragraph 110 of the Amended Complaint.

111. In response to Paragraph 111 of the Amended Complaint, Oberlin avers that the Report is a written document that speaks for itself, refers to the Report for its content, and denies any allegations inconsistent therewith. Oberlin denies the remaining allegations set forth in Paragraph 111 of the Amended Complaint.

112. In response to Paragraph 112 of the Amended Complaint, Oberlin avers that the Report is a written document that speaks for itself, refers to the Report for its content, and denies any allegations inconsistent therewith. Oberlin denies the remaining allegations set forth in Paragraph 112 of the Amended Complaint.

113. In response to Paragraph 113 of the Amended Complaint, Oberlin avers that the Report is a written document that speaks for itself, refers to the Report for its content, and denies any allegations inconsistent therewith. Oberlin denies the remaining allegations set forth in Paragraph 113 of the Amended Complaint.

114. In response to Paragraph 114 of the Amended Complaint, Oberlin avers that the Report is a written document that speaks for itself, refers to the Report for its content, and denies any allegations inconsistent therewith. Oberlin denies the remaining allegations set forth in Paragraph 114 of the Amended Complaint.

115. In response to Paragraph 115 of the Amended Complaint, Oberlin avers that the Report is a written document that speaks for itself, refers to the Report for its content, and denies any allegations inconsistent therewith. Oberlin denies the remaining allegations set forth in Paragraph 115 of the Amended Complaint.

116. In response to Paragraph 116 of the Amended Complaint, Oberlin avers that the Report is a written document that speaks for itself, refers to the Report for its content, and denies any allegations inconsistent therewith. Oberlin denies the remaining allegations set forth in Paragraph 116 of the Amended Complaint.

117. In response to Paragraph 117 of the Amended Complaint, Oberlin avers that the Report is a written document that speaks for itself, refers to the Report for its content, and denies any allegations inconsistent therewith. Oberlin denies the remaining allegations set forth in Paragraph 117 of the Amended Complaint.

118. In response to Paragraph 118 of the Amended Complaint, Oberlin avers that the Report is a written document that speaks for itself, refers to the Report for its content, and denies any allegations inconsistent therewith. Oberlin denies the remaining allegations set forth in Paragraph 118 of the Amended Complaint.

119. In response to Paragraph 119 of the Amended Complaint, Oberlin avers that the Report is a written document that speaks for itself, refers to the Report for its content, and denies any allegations inconsistent therewith. Oberlin denies the remaining allegations set forth in Paragraph 119 of the Amended Complaint.

120. In response to Paragraph 120 of the Amended Complaint, Oberlin avers that the Report is a written document that speaks for itself, refers to the Report for its content, and denies any allegations inconsistent therewith. Oberlin denies the remaining allegations set forth in Paragraph 120 of the Amended Complaint.

121. In response to Paragraph 121 of the Amended Complaint, Oberlin avers that the Report is a written document that speaks for itself, refers to the Report for its content, and denies any allegations inconsistent therewith. Oberlin denies the remaining allegations set forth in Paragraph 121 of the Amended Complaint.

122. Oberlin admits the allegations set forth in Paragraph 122 of the Amended Complaint.

123. Oberlin admits the allegations set forth in Paragraph 123 of the Amended Complaint.

124. Oberlin admits that Dean Adrian Bautista was appointed, at Doe's request, to serve as Doe's advisor at the hearing. Oberlin states that it lacks information or knowledge sufficient to admit or deny the remaining allegations set forth in Paragraph 124 of the Amended Complaint.

125. In response to Paragraph 125 of the Amended Complaint, Oberlin admits and avers that there exists a true and accurate (to the extent audible) transcript of the hearing (the "Transcript"), that the Transcript is a written document which speaks for itself, refers to the Transcript for its content, and denies any allegations inconsistent therewith. Upon information

and belief, a true and accurate copy of the Transcript is in Doe's possession. Oberlin states that it lacks information or knowledge sufficient to admit or deny the remaining allegations set forth in Paragraph 125 of the Amended Complaint.

126. In response to Paragraph 126 of the Amended Complaint, with respect to the allegations concerning hearing testimony, Oberlin avers that the Transcript is a written document which speaks for itself, refers to the Transcript for its content, and denies any allegations inconsistent therewith. With respect to the allegations concerning what Roe had previously told Nolan, Oberlin avers that the Report is a written document that speaks for itself, refers to the Report for its content, and denies any allegations inconsistent therewith. Oberlin states that it lacks information or knowledge sufficient to admit or deny the remaining allegations set forth in Paragraph 126 of the Amended Complaint.

127. In response to Paragraph 127 of the Amended Complaint, Oberlin avers that the Transcript is a written document which speaks for itself, refers to the Transcript for its content, and denies any allegations inconsistent therewith. Oberlin states that it lacks information or knowledge sufficient to admit or deny the remaining allegations set forth in Paragraph 127 of the Amended Complaint.

128. In response to Paragraph 128 of the Amended Complaint, with respect to the allegations concerning hearing testimony, Oberlin avers that the Transcript is a written document which speaks for itself, refers to the Transcript for its content, and denies any allegations inconsistent therewith. With respect to the allegations concerning what Roe had previously told Nolan, Oberlin avers that the Report is a written document that speaks for itself, refers to the Report for its content, and denies any allegations inconsistent therewith. Oberlin states that it lacks information or knowledge sufficient to admit or deny the remaining allegations set forth in Paragraph 128 of the Amended Complaint.

129. In response to Paragraph 129 of the Amended Complaint, Oberlin avers that the Transcript is a written document which speaks for itself, refers to the Transcript for its content, and denies any allegations inconsistent therewith. Oberlin states that it lacks information or knowledge sufficient to admit or deny the remaining allegations set forth in Paragraph 129 of the Amended Complaint.

130. In response to Paragraph 130 of the Amended Complaint Oberlin avers that the Transcript is a written document which speaks for itself, refers to the Transcript for its content, and denies any allegations inconsistent therewith. Oberlin states that it lacks information or knowledge sufficient to admit or deny the remaining allegations set forth in Paragraph 130 of the Amended Complaint.

131. In response to Paragraph 131 of the Amended Complaint, Oberlin avers that the Transcript is a written document which speaks for itself, refers to the Transcript for its content, and denies any allegations inconsistent therewith. Oberlin states that it lacks information or knowledge sufficient to admit or deny the remaining allegations set forth in Paragraph 131 of the Amended Complaint.

132. In response to Paragraph 132 of the Amended Complaint, Oberlin avers that the Transcript is a written document which speaks for itself, refers to the Transcript for its content, and denies any allegations inconsistent therewith. Oberlin states that it lacks information or knowledge sufficient to admit or deny the remaining allegations set forth in Paragraph 132 of the Amended Complaint.

133. In response to Paragraph 133 of the Amended Complaint, Oberlin avers that the Transcript is a written document which speaks for itself, refers to the Transcript for its content, and denies any allegations inconsistent therewith. Oberlin states that it lacks information or

knowledge sufficient to admit or deny the remaining allegations set forth in Paragraph 133 of the Amended Complaint.

134. In response to Paragraph 134 of the Amended Complaint, Oberlin avers that the Transcript is a written document which speaks for itself, refers to the Transcript for its content, and denies any allegations inconsistent therewith. Oberlin states that it lacks information or knowledge sufficient to admit or deny the remaining allegations set forth in Paragraph 134 of the Amended Complaint.

135. In response to Paragraph 135 of the Amended Complaint, Oberlin avers that the Transcript is a written document which speaks for itself, refers to the Transcript for its content, and denies any allegations inconsistent therewith. Oberlin states that it lacks information or knowledge sufficient to admit or deny the remaining allegations set forth in Paragraph 135 of the Amended Complaint.

136. In response to Paragraph 136 of the Amended Complaint Oberlin avers that the Transcript is a written document which speaks for itself, refers to the Transcript for its content, and denies any allegations inconsistent therewith. Oberlin states that it lacks information or knowledge sufficient to admit or deny the remaining allegations set forth in Paragraph 136 of the Amended Complaint.

137. In response to Paragraph 137 of the Amended Complaint, Oberlin avers that the Transcript is a written document which speaks for itself, refers to the Transcript for its content, and denies any allegations inconsistent therewith. Oberlin states that it lacks information or knowledge sufficient to admit or deny the remaining allegations set forth in Paragraph 137 of the Amended Complaint.

138. In response to Paragraph 138 of the Amended Complaint, Oberlin avers that the Transcript is a written document which speaks for itself, refers to the Transcript for its content,

and denies any allegations inconsistent therewith. Oberlin states that it lacks information or knowledge sufficient to admit or deny the remaining allegations set forth in Paragraph 138 of the Amended Complaint.

139. In response to Paragraph 139 of the Amended Complaint, Oberlin avers that the Transcript is a written document which speaks for itself, refers to the Transcript for its content, and denies any allegations inconsistent therewith. Oberlin states that it lacks information or knowledge sufficient to admit or deny the remaining allegations set forth in Paragraph 139 of the Amended Complaint.

140. In response to Paragraph 140 of the Amended Complaint, Oberlin avers that the Transcript is a written document which speaks for itself, refers to the Transcript for its content, and denies any allegations inconsistent therewith. Oberlin states that it lacks information or knowledge sufficient to admit or deny the remaining allegations set forth in Paragraph 140 of the Amended Complaint.

141. In response to Paragraph 141 of the Amended Complaint, Oberlin avers that the Transcript is a written document which speaks for itself, refers to the Transcript for its content, and denies any allegations inconsistent therewith. Oberlin states that it lacks information or knowledge sufficient to admit or deny the remaining allegations set forth in Paragraph 141 of the Amended Complaint.

142. In response to Paragraph 142 of the Amended Complaint, Oberlin avers that the Transcript is a written document which speaks for itself, refers to the Transcript for its content, and denies any allegations inconsistent therewith. Oberlin states that it lacks information or knowledge sufficient to admit or deny the remaining allegations set forth in Paragraph 142 of the Amended Complaint.

143. In response to Paragraph 143 of the Amended Complaint, Oberlin avers that the Transcript is a written document which speaks for itself, refers to the Transcript for its content, and denies any allegations inconsistent therewith. Oberlin states that it lacks information or knowledge sufficient to admit or deny the remaining allegations set forth in Paragraph 143 of the Amended Complaint.

144. In response to Paragraph 144 of the Amended Complaint, Oberlin avers that the Transcript is a written document which speaks for itself, refers to the Transcript for its content, and denies any allegations inconsistent therewith. Oberlin states that it lacks information or knowledge sufficient to admit or deny the remaining allegations set forth in Paragraph 144 of the Amended Complaint.

145. In response to Paragraph 145 of the Amended Complaint, with respect to the allegations concerning hearing testimony, Oberlin avers that the Transcript is a written document which speaks for itself, refers to the Transcript for its content, and denies any allegations inconsistent therewith. With respect to the allegations concerning what Roe had previously told Nolan, Oberlin avers that the Report is a written document that speaks for itself, refers to the Report for its content, and denies any allegations inconsistent therewith. Oberlin states that it lacks information or knowledge sufficient to admit or deny the remaining allegations set forth in Paragraph 145 of the Amended Complaint.

146. In response to Paragraph 146 of the Amended Complaint, with respect to the allegations concerning hearing testimony, Oberlin avers that the Transcript is a written document which speaks for itself, refers to the Transcript for its content, and denies any allegations inconsistent therewith. With respect to the allegations concerning what Roe had previously told Nolan, Oberlin avers that the Report is a written document that speaks for itself, refers to the Report for its content, and denies any allegations inconsistent therewith. Oberlin states that it

lacks information or knowledge sufficient to admit or deny the remaining allegations set forth in Paragraph 146 of the Amended Complaint.

147. In response to Paragraph 147 of the Amended Complaint, Oberlin avers that the Transcript is a written document which speaks for itself, refers to the Transcript for its content, and denies any allegations inconsistent therewith. Oberlin states that it lacks information or knowledge sufficient to admit or deny the remaining allegations set forth in Paragraph 147 of the Amended Complaint.

148. In response to Paragraph 148 of the Amended Complaint, with respect to the allegations concerning hearing testimony, Oberlin avers that the Transcript is a written document which speaks for itself, refers to the Transcript for its content, and denies any allegations inconsistent therewith. With respect to the allegations concerning what Roe had previously told Nolan, Oberlin avers that the Report is a written document that speaks for itself, refers to the Report for its content, and denies any allegations inconsistent therewith. Oberlin states that it lacks information or knowledge sufficient to admit or deny the remaining allegations set forth in Paragraph 148 of the Amended Complaint.

149. In response to Paragraph 149 of the Amended Complaint, with respect to the allegations concerning hearing testimony, Oberlin avers that the Transcript is a written document which speaks for itself, refers to the Transcript for its content, and denies any allegations inconsistent therewith. With respect to the allegations concerning what Roe had previously told Nolan, Oberlin avers that the Report is a written document that speaks for itself, refers to the Report for its content, and denies any allegations inconsistent therewith. Oberlin states that it lacks information or knowledge sufficient to admit or deny the remaining allegations set forth in Paragraph 149 of the Amended Complaint.

150. In response to Paragraph 150 of the Amended Complaint, Oberlin avers that the Transcript is a written document which speaks for itself, refers to the Transcript for its content, and denies any allegations inconsistent therewith. Oberlin states that it lacks information or knowledge sufficient to admit or deny the remaining allegations set forth in Paragraph 150 of the Amended Complaint.

151. Oberlin denies the allegations set forth in Paragraph 151 of the Amended Complaint.

152. Oberlin admits the allegations set forth in Paragraph 152 of the Amended Complaint.

153. In response to Paragraph 153 of the Amended Complaint, Oberlin admits that on or about October 11, 2016 Oberlin issued a decision (“Decision”) notifying the parties of the outcome of the hearing, and further admits that Doe was found responsible for sexual misconduct. Upon information and belief, a true and accurate copy of the Decision is in Doe’s possession. Further answering, Oberlin avers that the Decision is a written document which speaks for itself, refers to the Decision for its content, and denies any allegations inconsistent therewith.

154. In response to Paragraph 154 of the Amended Complaint, Oberlin avers that the Decision is a written document which speaks for itself, refers to the Decision for its content, and denies any allegations inconsistent therewith.

155. In response to Paragraph 155 of the Amended Complaint, Oberlin avers that the Decision is a written document which speaks for itself, refers to the Decision for its content, and denies any allegations inconsistent therewith.

156. In response to Paragraph 156 of the Amended Complaint, Oberlin avers that the Decision is a written document which speaks for itself, refers to the Decision for its content, and denies any allegations inconsistent therewith.

157. In response to Paragraph 157 of the Amended Complaint, Oberlin avers that the Decision is a written document which speaks for itself, refers to the Decision for its content, and denies any allegations inconsistent therewith.

158. In response to Paragraph 158 of the Amended Complaint, Oberlin avers that the Decision is a written document which speaks for itself, refers to the Decision for its content, and denies any allegations inconsistent therewith.

159. In response to Paragraph 159 of the Amended Complaint, Oberlin avers that the Decision is a written document which speaks for itself, refers to the Decision for its content, and denies any allegations inconsistent therewith.

160. Oberlin denies the allegations set forth in Paragraph 160 of the Amended Complaint.

161. In response to Paragraph 161 of the Amended Complaint, Oberlin avers that the Decision is a written document which speaks for itself, refers to the Decision for its content, and denies any allegations inconsistent therewith.

162. In response to Paragraph 162 of the Amended Complaint, Oberlin avers that the Decision is a written document which speaks for itself, refers to the Decision for its content, and denies any allegations inconsistent therewith.

163. In response to Paragraph 163 of the Amended Complaint, Oberlin avers that the Decision is a written document which speaks for itself, refers to the Decision for its content, and denies any allegations inconsistent therewith.

164. Oberlin admits the allegations set forth in Paragraph 164 of the Amended Complaint.

165. In response to Paragraph 165 of the Amended Complaint, Oberlin avers that bases for and arguments made during the appeal are set forth in the October 24, 2016 letter sent by Doe to Raimondo (the “Appeal”). Upon information and belief, a true and accurate copy of the Appeal is in Doe’s possession. Oberlin avers that the Appeal is a written document which speaks for itself, refers to the Appeal for its content, and denies any allegations inconsistent therewith. Further answering, Oberlin lacks information or knowledge sufficient to form a belief as to the truth of the remaining allegations set forth in Paragraph 165 of the Amended Complaint.

166. In response to Paragraph 166 of the Amended Complaint, Oberlin avers that bases for and arguments made during the appeal are set forth in the Appeal, avers that the Appeal is a written document which speaks for itself, refers to the Appeal for its content, and denies any allegations inconsistent therewith.

167. In response to Paragraph 167 of the Amended Complaint, Oberlin avers that bases for and arguments made during the appeal are set forth in the Appeal, avers that the Appeal is a written document which speaks for itself, refers to the Appeal for its content, and denies any allegations inconsistent therewith.

168. In response to Paragraph 168 of the Amended Complaint, Oberlin avers that bases for and arguments made during the appeal are set forth in the Appeal, avers that the Appeal is a written document which speaks for itself, refers to the Appeal for its content, and denies any allegations inconsistent therewith.

169. In response to Paragraph 169 of the Amended Complaint, Oberlin avers that bases for and arguments made during the appeal are set forth in the Appeal, avers that the Appeal is a

written document which speaks for itself, refers to the Appeal for its content, and denies any allegations inconsistent therewith.

170. In response to Paragraph 170 of the Amended Complaint, Oberlin avers that bases for and arguments made during the appeal are set forth in the Appeal, avers that the Appeal is a written document which speaks for itself, refers to the Appeal for its content, and denies any allegations inconsistent therewith.

171. In response to Paragraph 171 of the Amended Complaint, Oberlin avers that bases for and arguments made during the appeal are set forth in the Appeal, avers that the Appeal is a written document which speaks for itself, refers to the Appeal for its content, and denies any allegations inconsistent therewith.

172. In response to Paragraph 172 of the Amended Complaint, Oberlin avers that bases for and arguments made during the appeal are set forth in the Appeal, avers that the Appeal is a written document which speaks for itself, refers to the Appeal for its content, and denies any allegations inconsistent therewith.

173. In response to Paragraph 173 of the Amended Complaint, Oberlin avers that bases for and arguments made during the appeal are set forth in the Appeal, avers that the Appeal is a written document which speaks for itself, refers to the Appeal for its content, and denies any allegations inconsistent therewith.

174. In response to Paragraph 174 of the Amended Complaint, Oberlin admits and avers that Doe's appeal was denied on November 21, 2016, and that Doe was informed of the basis for that decision in a written memorandum bearing that same date (the "Appeal Decision"). Upon information and belief, a true and accurate copy of the Appeal Decision is in Doe's possession. Further answering, Oberlin avers that the Appeal Decision is a written document which speaks for itself, refers to the Appeal Decision for its content, and denies any allegations

inconsistent therewith. Oberlin denies the remaining allegations set forth in Paragraph 174 of the Amended Complaint.

175. In response to Paragraph 175 of the Amended Complaint, Oberlin admits and avers that Doe's appeal was denied on November 21, 2016, and that Doe was informed of the Appeal Decision on that same date. Further answering, Oberlin avers that the Appeal Decision is a written document which speaks for itself, refers to the Appeal Decision for its content, and denies any allegations inconsistent therewith. Oberlin denies the remaining allegations set forth in Paragraph 175 of the Amended Complaint.

176. In response to Paragraph 176 of the Amended Complaint, Oberlin admits and avers that Doe's appeal was denied on November 21, 2016, and that Doe was informed of the Appeal Decision on that same date. Further answering, Oberlin avers that the Appeal Decision is a written document which speaks for itself, refers to the Appeal Decision for its content, and denies any allegations inconsistent therewith. Oberlin denies the remaining allegations set forth in Paragraph 176 of the Amended Complaint.

COUNT I - BREACH OF CONTRACT

177. In response to Paragraph 177 of the Amended Complaint, Oberlin incorporates by reference the foregoing admissions, averments, and denials as if fully rewritten herein.

178. The allegations of Paragraph 178 constitute legal conclusions to which no response is required. To the extent a response is deemed required, Oberlin states that it lacks information or knowledge sufficient to form a belief as to the truth of the allegations set forth in Paragraph 178 of the Amended Complaint.

179. The allegations of Paragraph 179 constitute legal conclusions to which no response is required. To the extent a response is deemed required, Oberlin denies the allegations set forth in Paragraph 179 of the Amended Complaint.

180. Oberlin denies the allegations set forth in Paragraph 180 of the Amended Complaint.

181. In response to Paragraph 181 of the Amended Complaint, Oberlin avers that the Policy is a written document which speaks for itself, refers to the Policy for its content, and denies any allegations inconsistent therewith. Further answering, Oberlin denies that it failed to adhere to the Policy in any way, and denies the remaining allegations set forth in Paragraph 181 of the Amended Complaint.

182. In response to Paragraph 182 of the Amended Complaint, Oberlin avers that the Policy is a written document which speaks for itself, refers to the Policy for its content, and denies any allegations inconsistent therewith. Further answering, Oberlin denies that it failed to adhere to the Policy in any way, and denies the remaining allegations set forth in Paragraph 182 of the Amended Complaint.

183. Oberlin denies the allegations set forth in Paragraph 183 of the Amended Complaint.

184. Oberlin denies the allegations set forth in Paragraph 184 of the Amended Complaint.

185. Oberlin denies the allegations set forth in Paragraph 185 of the Amended Complaint.

186. Oberlin denies the allegations set forth in Paragraph 186 of the Amended Complaint.

187. Oberlin denies the allegations set forth in Paragraph 187 of the Amended Complaint.

188. Oberlin denies the allegations set forth in Paragraph 188 of the Amended Complaint.

189. In response to Paragraph 189 of the Amended Complaint, Oberlin states that the statements of opinion set forth in Paragraph 189 are not allegations of fact which require a response. Further answering, Oberlin avers that the evidence presented at the hearing is set forth in the Transcript, that the Transcript is a written document which speaks for itself, refers to the Transcript for its content, and denies any allegations inconsistent therewith. Oberlin denies the remaining allegations set forth in Paragraph 189 of the Amended Complaint.

190. In response to Paragraph 190 of the Amended Complaint, Oberlin states that the statements of opinion set forth in Paragraph 190 are not allegations of fact which require a response. Further answering, Oberlin avers that the evidence presented at the hearing is set forth in the Appeal, that the Appeal is a written document which speaks for itself, refers to the Appeal for its content, and denies any allegations inconsistent therewith. Oberlin denies the remaining allegations set forth in Paragraph 190 of the Amended Complaint.

191. Oberlin denies the allegations set forth in Paragraph 191 of the Amended Complaint.

192. Oberlin admits the allegations set forth in Paragraph 192 of the Amended Complaint.

193. Oberlin denies the allegations set forth in Paragraph 193 of the Amended Complaint.

194. Oberlin avers that the Decision is a written document which speaks for itself, refers to the Decision for its content, and denies any allegations inconsistent therewith. Further answering, Oberlin denies the remaining allegations set forth in Paragraph 194 of the Amended Complaint.

195. The allegations set forth in Paragraph 195 of the Amended Complaint constitute legal conclusions to which no response is required. To the extent a response is deemed required,

Oberlin states that it lacks information or knowledge sufficient to form a belief as to the truth of the allegations set forth in Paragraph 195 of the Amended Complaint.

196. Oberlin denies the allegations set forth in Paragraph 196 of the Amended Complaint.

197. In response to Paragraph 197 of the Amended Complaint, Oberlin avers that the Policy is a written document which speaks for itself, refers to the Policy for its content, and denies any allegations inconsistent therewith.

198. In response to Paragraph 198 of the Amended Complaint, Oberlin avers that the Policy is a written document which speaks for itself, refers to the Policy for its content, and denies any allegations inconsistent therewith.

199. In response to Paragraph 199 of the Amended Complaint, Oberlin avers that the allegations set forth therein are incomprehensible and therefore deny same.

200. In response to Paragraph 200 of the Amended Complaint, Oberlin avers that the Policy is a written document which speaks for itself, refers to the Policy for its content, and denies any allegations inconsistent therewith.

201. Oberlin denies the allegations set forth in Paragraph 201 of the Amended Complaint.

202. Oberlin denies the allegations set forth in Paragraph 202 of the Amended Complaint.

203. Oberlin denies the allegations set forth in Paragraph 203 of the Amended Complaint.

COUNT II – VIOLATION OF TITLE IX (20 U.S.C. § 1681)

204. In response to Paragraph 204 of the Amended Complaint, Oberlin incorporates herein by reference the foregoing admissions, averments, and denials as if fully rewritten herein.

205. Oberlin admits the allegations set forth in Paragraph 205 of the Amended Complaint.

206. Oberlin admits the allegations set forth in Paragraph 206 of the Amended Complaint.

207. Oberlin admits the allegations set forth in Paragraph 207 of the Amended Complaint.

208. Oberlin denies the allegations set forth in Paragraph 208 of the Amended Complaint.

209. Oberlin denies the allegations set forth in Paragraph 209 of the Amended Complaint.

210. In response to Paragraph 210 of the Amended Complaint, Oberlin admits that, of the very few respondents who went through the formal sexual misconduct resolution process in the Fall 2015 and at least part of the Spring 2016 semester, each was found responsible for at least one of the charges against him or her. Further answering, Oberlin admits that the majority of these few respondents were male, and a majority of their accusers were female. Oberlin denies the remaining allegations set forth in Paragraph 210 of the Amended Complaint.

211. In response to Paragraph 211 of the Amended Complaint, Oberlin expressly denies that it was motivated to be perceived as aggressively addressing claims of sexual assault brought by female students on campus or that it treated male students accused of sexual misconduct more aggressively than it otherwise would, or more aggressively than it would treat similar complaints made by male students against female students. Further answering, Oberlin expressly denies that either media reports or any OCR investigation influenced its processing of the complaint against Doe and denies the remaining allegations set forth in Paragraph 211 of the Amended Complaint.

212. Oberlin denies the allegations set forth in Paragraph 212 of the Amended Complaint.

213. In response to Paragraph 213 of the Amended Complaint, Oberlin admits that Raimondo, as Title IX Coordinator at the time the investigation against Doe was launched, played a role in the investigation of Roe's claims, and further admits that she provided summaries of interviews she conducted to Nolan, but denies that she supervised the Interim Title IX Coordinator, and further denies that she had any role in the adjudication of Roe's claims. Oberlin denies the remaining allegations set forth in Paragraph 213 of the Amended Complaint.

214. In response to Paragraph 214 of the Amended Complaint, Oberlin admits that the investigation of Roe's claims lasted longer than 20 days, but denies the remaining allegations set forth in Paragraph 214 of the Amended Complaint.

215. Oberlin denies the allegations set forth in Paragraph 215 of the Amended Complaint.

216. Oberlin denies the allegations set forth in Paragraph 216 of the Amended Complaint.

217. Oberlin denies the allegations set forth in Paragraph 217 of the Amended Complaint.

218. Oberlin denies the allegations set forth in Paragraph 218 of the Amended Complaint.

COUNT III – NEGLIGENCE

219. In response to Paragraph 219 of the Amended Complaint, Oberlin incorporates herein by reference the foregoing admissions, averments, and denials as if fully rewritten herein.

220. The allegations of Paragraph 220 constitute legal conclusions for which no response is required. To the extent a response is deemed required, Oberlin denies Paragraph 220 of the Amended Complaint.

221. Oberlin denies the allegations set forth in Paragraph 221 of the Amended Complaint.

222. Oberlin denies the allegations set forth in Paragraph 222 of the Amended Complaint.

223. Oberlin denies the allegations set forth in Paragraph 223 of the Amended Complaint.

224. Oberlin denies the allegations set forth in Paragraph 224 of the Amended Complaint.

225. Oberlin denies each and every allegation set forth in the Amended Complaint not expressly admitted herein.

SECOND DEFENSE

The Amended Complaint fails to state a claim upon which relief can be granted.

THIRD DEFENSE

Doe's claims fail, in whole or in part, because Oberlin's decision finding him responsible for violating the Policy was not a flawed outcome due to gender bias.

FOURTH DEFENSE

Doe's claims fail, in whole or in part, because Doe cannot establish a particularized causal connection between the outcome of the hearing and gender bias.

FIFTH DEFENSE

Doe's claims fail, in whole or in part, because the Policy is gender-neutral on its face and applies to all students, regardless of gender.

SIXTH DEFENSE

Doe's claims fail, in whole or in part, because the participation of an alleged feminist in the adjudication of a sexual misconduct proceeding—even on a hearing panel—is not probative of gender bias.

SEVENTH DEFENSE

Doe's claims fail, in whole or in part, because none of the individuals who participated in his investigation and hearing process were biased against men.

EIGHTH DEFENSE

Doe's claims fail, in whole or in part, because Doe cannot prove the presence of gender bias in his specific proceeding.

NINTH DEFENSE

Doe's claims fail, in whole or in part, because Oberlin followed the Policy, which was consistent with the OCR guidelines then in effect.

TENTH DEFENSE

Doe's claims fail, in whole or in part, because Oberlin's actions were justified, privileged, and/or without malice.

ELEVENTH DEFENSE

Doe's claims fail, in whole or in part, because if Oberlin is responsible for any wrongdoing, which Oberlin denies, Doe's alleged damages are based on conjecture and undue speculation.

TWELFTH DEFENSE

Doe failed to mitigate his damages as required by law.

THIRTEENTH DEFENSE

Oberlin had just cause to impose the disciplinary sanctions at issue in this case.

FOURTEENTH DEFENSE

Oberlin complied at all times with the letter and spirit of Title IX and the regulatory guidance then in effect.

FIFTEENTH DEFENSE

Doe's alleged damages, if any, were proximately caused by persons other than Oberlin.

SIXTEENTH DEFENSE

The opinions, interpretations, supposition, and conjecture set forth in Paragraphs 69-176 of the Amended Complaint are not verifiable factual allegations.

SEVENTEENTH DEFENSE

Oberlin reserves the right to supplement, amend, and/or modify the foregoing defenses and to offer additional defenses should they become apparent during the litigation

WHEREFORE, having fully answered, Oberlin prays that the Amended Complaint be dismissed with prejudice, and that Oberlin be awarded its costs and reasonable attorney's fees.

DEMAND FOR JURY TRIAL

Oberlin demands a trial by jury for all issues so triable.

Dated: September 18, 2020

Respectfully submitted,

/s/ David H. Wallace

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Attorneys for Defendant, Oberlin College

CERTIFICATE OF SERVICE

I hereby certify that on September 18, 2020, the foregoing was filed electronically.
Notice of this filing will be sent to all parties by operation of the Court's electronic filing system.
Parties may access this filing through the Court's system.

/s/ David H. Wallace

David H. Wallace (0037210)

*One of the Attorneys for Defendant,
Oberlin College*

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