

IN THE SUPERIOR COURT OF THE DISTRICT OF COLUMBIA
Civil Division

SIMON BRONNER, et al.,

Plaintiffs,

v.

LISA DUGGAN, et al.,

Defendants.

2019 CA 001712 B

Calendar 10

Judge Rigsby

Initial Conference 2/14/20

ANSWER OF DEFENDANTS AMERICAN STUDIES ASSOCIATION, INC., LISA
DUGGAN, CURTIS MAREZ, SUNIANA MIARA, JOHN STEPHENS, NEFERTI
TADIAR, AND CHANDAN REDDY

For their Answer to the Complaint, the Defendants American Studies
Association, Inc., Lisa Duggan, Curtis Marez, Sunaina Maira, John Stephens, Neferti
Tadiar, and Chandan Reddy respond as follows.^{1 2}

1. The allegations of paragraph 1 of the Complaint are denied.

¹ The Complaint includes an initial “introduction” at pp. 1 – 3 which summarizes the history of the litigation and attempts to explain the difference between the Plaintiffs’ allegations in the federal action (*Simon Bronner, et al. v. Lisa Duggan, et al.*, U.S. Dist. Ct. No. 16-cv-00740 RC, now on appeal before the Circuit Court for the District of Columbia, No. 19-7017) and the Complaint herein. This summary requires no response by these Defendants and none is provided. Rules 8(a) and (b) of the Superior Court Civil Procedure Rules.

² The Plaintiffs have ignored the requirements of Rule 8 (a)(2) (“a short and plain statement of the claim showing that the pleader is entitled to relief”).

2. The factual allegations of paragraph 2 of the Complaint are denied. With regard to the Plaintiffs' characterization of the U.S. District Court's Orders, the language thereof is patent and, contrary to the Plaintiffs' assertions at paragraph 2, merely recounts the Plaintiffs' allegations in the federal action.

3. Defendants admit that ASA has been in existence for 65 years, and has a purpose the promotion of academic study of American culture. The remaining factual allegations of paragraph 3 are denied; the legal opinion offered therein is incorrect and therefore denied.

4. Defendants admit that ASA adopted a Resolution regarding an Israeli academic boycott. Defendants deny any other allegation in Paragraph 4. Regarding the allegations of paragraph 4, the Defendants admit that the USACBI sought to advance and academic boycott of Israel by the American Studies Association. To the extent paragraph 4 makes assertions about what USACBI leaders "recognized," the Defendants lack knowledge sufficient to form a belief as to the truth thereof and therefore deny same. Moreover, as the Plaintiffs are aware, the ASA did adopt the USACBI boycott.

5. Denied.

6. Defendants admit that, in her role on the Nominating Committee, Jasbir Puar was involved in the selection of candidates for National Council. Defendants deny any remaining allegations in Paragraph 6.

7. The allegations of paragraph 7 pertaining to the Individual Defendants' actions are denied. With regard to the allegations about USACBI's and PACBI's position

on the “conflict” and what “all sides generally agree,” the Defendants lack knowledge or information sufficient to form a belief as to the truth thereof and accordingly deny such allegations.

8. The allegations contained in the first sentence of paragraph 8 are denied. The allegations contained in the second sentence are admitted. The Defendants admit that it had not previously identified a specific date by which members must join or renew in order to vote on an issue. The remaining allegations of paragraph 8 are denied.

9. Denied.

10. Denied.

11. The allegations contained in the first sentence of paragraph 11 are denied. Regarding the purpose of “the USACBI Boycott,” the Defendants lack knowledge or information sufficient to form a belief as to the truth thereof and accordingly deny such allegations. The Defendants admit that the ASA took steps to defend itself against legislation created to injure the ASA. The remaining allegations of paragraph 11 are denied to the extent they are inconsistent with the preceding.

JURISDICTION AND VENUE

12. Denied.

13. The allegations of paragraph 13 are admitted in part and denied in part. The Defendants admit the allegations concerning the nature and domicile of the ASA. The Defendants deny that all of the Individual Defendants were acting as officers and

directors of the ASA prior to their election, as noted in the Complaint. Defendants deny that Neferti Tadiar or Jasbir Puar acted as an officer or director of the ASA at any time.

THE PARTIES

14. Admitted.

15. Admitted.

16. Admitted.

17. Admitted.

18. The allegations of the first, third, fourth, fifth and sixth sentences of paragraph 18 are admitted; regarding the second sentence, the Defendants admit that the ASA is and has been the central convening point for academics who study and teach about American culture.

19. Admitted.

20. The Defendants admit that Neferti Tadiar is a citizen of New York, and that she was a member of the Organizing Collective and Advisory Committee of the USACBI. The remaining allegations of paragraph 20 are denied.

21. Admitted.

22. Admitted.

23. Admitted.

24. The answering Defendants admit upon information and belief that J. Kehaulani Kauanui is or was a member of the USACBI Advisory Committee. The remaining allegations of paragraph 24 are admitted.

25. The answering Defendants admit upon information and belief that Jasbir Puar is or was a member of the USACBI Advisory Committee. The remaining allegations of paragraph 25 are admitted.

26. The answering Defendants admit upon information and belief that Steven Salaita is or was a member of the USACBI Advisory Committee. Defendants deny that Steven Salaita is a member of the National Council, but admit that he was a member of the National Council between July 2015 and June 2018. The Defendants lack knowledge or information regarding Steven Salaita's residency or change thereof, and therefore deny same.

27. The Defendants admit that John Stephens is and has been the Executive Director of the ASA since 1983. The remaining allegations of paragraph 27 are denied.

STATEMENT OF FACTS

28. Defendants admit that the ASA Constitution sets forth the purpose for the ASA, and that the ASA has been in existence for over sixty years. All other allegations in paragraph 28 are denied.

29. The allegations of paragraph 29 are admitted; the Defendants deny any suggestion that the ASA's role as a "hub for the exchange of ideas in the academic field of American Studies" has diminished.

30. The Defendants admit that in 1971 the ASA elected to be bound by the DC Nonprofit Corporation Act. The Statement of Election, from which Plaintiffs have selectively quoted, are patent and the Defendants admit the contents thereof. The remaining allegations of paragraph 30 are denied.

31. The Defendants admit that the Statement of Election includes the quoted language, and that the Statement of Election is patent and speaks for itself. All other allegations of paragraph 31 are denied.

32. The Defendants admit that the Statement of Election includes the quoted language. The remaining allegations of paragraph 32 constitute an incomplete and therefor inaccurate statement of law to which no response is required; to the extent any response is required, the statement is denied.

33. Defendants admit that the ASA has consistently complied with its Statements of Election. All other allegations or implications of paragraph 33 are denied.

34. The Defendants admit that ASA's members contribute dues in order to support the ongoing existence of the organization and to maintain the organization's reputation. The remaining allegations of paragraph 34 are denied.

35. The Defendants admit, upon information and belief, the allegations of the first sentence of paragraph 35. Regarding the second sentence of paragraph 35, Defendant Maira admits same; the remaining Defendants admit same upon information and belief. The allegations contained in the third sentence of paragraph 35 are denied. With regard to the allegations of the fourth sentence of paragraph 35, Defendants admit only that USACBI promotes a cultural boycott. The remaining allegations of the paragraph are denied.

36. The Defendants admit upon information and belief that the USACBI website includes the quoted language.

37. The Defendants admit the allegations of paragraph 37 upon information and belief.

38. Regarding the allegations of paragraph 38, Defendants lack knowledge or information regarding Barghouti's current beliefs sufficient to form a belief as to the truth of such allegations and therefore same are denied.

39. Defendants lack information sufficient to admit or deny whether the collective membership of PACBI and USACBI hold the beliefs alleged in Paragraph 39.

40. The Defendants lack knowledge or information sufficient to form a belief as to the truth of the allegations contained in the first and second sentences of paragraph and accordingly deny such allegations. The allegations contained in the third sentence of paragraph 40 are denied.

41. The Defendants admit that the quoted opinions were contained within an Inside Higher Education article written by Elizabeth Redden. The Defendants deny the remaining allegations of paragraph 41.

42. Admitted.

43. The allegations of the first sentence of paragraph 43 are admitted. The remainder of paragraph 43 is denied.

44. The allegations of the first three sentences of paragraph 44 are denied. The Defendants lack knowledge or information sufficient to form a belief as to the truth of the remaining allegations of paragraph 44 and accordingly deny such allegations.

45. The Defendants admit that in 2012 some individuals in ASA leadership considered the adoption of a boycott by the ASA, and that some in leadership sought to

nominate persons to the National Council who would support such a boycott. All other allegations of paragraph 45 are denied.

46. Defendants admit that the quoted language in paragraph 46 of the Complaint was included within a piece written by Stephen Salaita. All other allegations of paragraph 46 are denied.

47. The Defendants admit the first, third and fourth sentences of paragraph 47; they deny the second sentence.

48. The allegations of paragraph 48 are admitted insofar as, prior to 2016 the ASA had a Constitution, which no longer exists.³ Defendants note that language highlighted in the quote is not highlighted in the Constitution.

49. Admitted.

50. Admitted.

51. The Defendants admit that the Constitution did contain the quoted language. See fn. 3.

52. Denied.

53. Denied.

54. The first sentence of paragraph 54 is denied. Defendants admit that Professor Marez's candidate statement speaks for itself and deny any allegations inconsistent with that statement.

³ The Complaint contains present-tense references to the ASA Constitution. The Defendants' responses herein are based on the presumption that the Plaintiffs understand that the Constitution is not currently operative, and that their use of the present tense in referencing the Constitution is an error.

55. Lisa Duggan's candidate statement is patent and speaks for itself; the Plaintiffs offer only incomplete excerpts from the statement. The allegations of paragraph 55 are accordingly denied.

56. Denied.

57. Denied.

58. The allegation that USACBI activists "took over" ASA leadership is denied. The Defendants admit that Jasbir Puar was a member of USACBI and that she served on the ASA Nominating Committee from 2010 to 2013, and that she is an assistant professor of Women's Studies at Rutgers University. As to the remaining allegations of paragraph 58, Defendants lack knowledge or information sufficient to form a belief as to the truth thereof and accordingly deny such allegations.

59. The Defendants admit upon information and belief that Mark Yudof wrote the words quoted at paragraph 59. Defendants deny the veracity of any of Mr. Yudof's opinions.

60. With regard to the allegation in paragraph 60 that "Puar was dedicated to promoting the USACBI agenda," Defendants lack knowledge or information sufficient to form a belief as to the truth thereof and accordingly deny such allegations. Defendants admit that Defendant Puar sought to nominate supporters of an academic boycott, and admit that the language quoted in paragraph 60 was contained within emails from the persons identified therein. To the extent the allegations of paragraph 60 are inconsistent with the preceding, they are denied.

61. Defendants lack knowledge or information sufficient to form a belief as to the truth of allegations regarding choices made by Jasbir Puar or a “true” agenda and therefore deny same. The Defendants admit that her candidate statement did not mention Israel or academic boycott. Defendants lack knowledge or information sufficient to form a belief as to the truth of the remaining allegations of paragraph 61 and therefore deny same.

62. The allegations of the first sentence of paragraph 62 are admitted. Regarding the second sentence of paragraph 62, same is based on the incorrect factual presumption that Defendant Puar is still on the Nominating Committee, which she is not. With regard to Defendant Puar’s intentions, the Defendants lack knowledge or information sufficient to form a belief as to the truth thereof and accordingly deny such allegations.

63. The Defendants admit that the slate of candidates released by the Nominating Committee included persons who were members of USACBI, and that the two candidates for President endorsed the concept of an academic boycott. The Defendants admit that Defendants lack knowledge or information sufficient to form a belief as to the truth of allegations concerning same and accordingly deny such allegations. All remaining allegations of paragraph 63 are denied to the extent they are inconsistent with the preceding.

64. The Defendants deny the allegations contained within the first sentence of paragraph 64. The allegations concerning the number of “USACBI Endorsers” are

denied, because Defendants lack knowledge or information sufficient to form a belief as to the truth thereof.

65. The Defendants admit that the ASA Constitution contained the quoted language (although the phrase highlighted in the Answer was not highlighted in the Constitution); the remaining allegations of paragraph 65 are denied as phrased.

66. The allegations contained in the first and second sentences of paragraph 66 are denied. Professor Maira's candidate statement is patent and speaks for itself; the allegations contained in the third sentence of paragraph 66 are an incomplete recitation of the contents of her statement and are thus denied.

67. Professor Kauanui's candidate statement is patent and speaks for itself; the allegations contained in the second sentence of paragraph 67 are an incomplete recitation of the contents of her statement and are thus denied.

68. Defendants admit that no voting member could know, solely from reading their candidate statements, facts that are not contained within the candidate statements. The Defendants deny the factual presumptions contained within paragraph 68 and all other allegations contained therein inconsistent with the preceding.

69. The Plaintiffs do not define the "vague references" that are the subjects of the first sentence of paragraph 69, and thus Defendants lack knowledge or information sufficient to form a belief as to the truth of allegations concerning same and accordingly deny such allegations. The Defendants admit that the language quoted in paragraph 69 was contained within emails written by persons identified therein. However, because the quotes are merely excerpts of said emails, Defendants' characterizations of those

excerpts as the authors' statements, replies or responses is inaccurate and such allegations are therefore denied. The Defendants admit that Alex Lubin was not elected, and that Defendants Maira and Kauanui were elected.

70. The Defendants admit the allegations of the first sentence of paragraph 70. The second sentence of paragraph two is denied. The remaining allegations of paragraph 70 are admitted.

71. The first sentence of paragraph 71 is admitted. The remaining allegations of paragraph 71 are denied.

72. The Defendants admit that the ASA Constitution contained language quoted in paragraph 72; the remaining allegations of paragraph 72 are denied.

73. The Defendants admit that the language contained in the first sentence of paragraph 73 was contained within the ASA Constitution. The remaining allegations of paragraph 73 are denied.

74. The Defendants admit, upon information and belief, that the National Council was aware that some of the nominees were supporters of BDS. Defendants admit the second sentence of paragraph 74. All allegations of paragraph 74 inconsistent with the preceding are denied.

75. Denied.

76. The Defendants deny the factual presumptions contained within paragraph 76, as well as the allegations therein.

77. Regarding the allegations of paragraph 77, the Plaintiffs fail to identify who "assumed;" thus Defendants lack knowledge or information sufficient to form a

belief as to the truth of allegations concerning same and accordingly deny such allegations. The allegations of the second and third sentences of paragraph 77 are denied.

78. Admitted.

79. The first sentence of paragraph 79 is admitted. The second sentence of paragraph 79 is denied.

80. Defendants admit that Defendant Maira was involved in an attempt to encourage the Association for Asian American Studies to adopt an academic boycott resolution, consistent with USACBI's position regarding such academic boycotts. With regard to the second sentence of paragraph 80, the Defendants lack knowledge or information sufficient to form a belief as to the truth of allegations and accordingly deny same. The third sentence of paragraph 80 is admitted. Any remaining allegations of paragraph 80 are denied.

81. Denied.

82. Denied.

83. The Defendants admit that the Activism Caucus has its own web page, accessible through the ASA website. The remaining allegations of paragraph 83 are denied.

84. The Defendants admit that members of the Activism Caucus, including Bill Mullen, presented a petition at the 2012 Annual Meeting of the ASA in Puerto Rico, and asked attendees at the Annual Meeting to sign the petition. The Defendants also admit that the petition was presented at a table near the entrance to the venue. The

remaining allegations of paragraph 84, and any allegations inconsistent with the preceding, are denied.

85. The Defendants admit that approximately 120 people signed the petition at the 2012 Annual Meeting. Regarding the allegation that “the great majority of attendees” at the conference “stopped right next to Mullen’s table,” the Defendants lack knowledge or information sufficient to form a belief as to the truth of allegations concerning same and accordingly deny such allegations. The remaining allegations of paragraph 85 are denied.

86. Denied.

87. Admitted.

88. Denied.

89. Denied. At the Executive Committee meeting, the Executive Committee decided to organize an open discussion of how the ASA should respond to “Israel’s ongoing occupation of Palestine.”

90. The first sentence of paragraph 90 is admitted. Regarding the second sentence of paragraph 90, the Defendants admit that in 2013, 9 members of the 20-member National Council were USACBI Endorsers. The last sentence of paragraph 90 is admitted. Any remaining allegations of paragraph 90 are denied.

91. The first and second sentences of paragraph 91 are denied. The National Council’s statement is patent and speaks for itself; paragraph 91 contains an incomplete and therefore inaccurate quotation from the National Council’s statement and thus the

second sentence of paragraph 91 is denied. The third and fourth sentences of paragraph 91 are admitted. The final sentence of paragraph 91 is denied.

92. The first and second sentences of paragraph 92 are denied. The quote included in paragraph 92 is not an allegation of fact. The third sentence of paragraph 92 is denied. The Defendants admit that Karen Leong wrote an email that contains the quoted language and, upon information and belief, that Lisa Taraki is an associate professor of sociology at Birzeit University, and a founder of PACBI. The Defendants admit that Chandan Reddy wrote an email that included the quoted language. The remaining allegations of paragraph 92, and any allegations inconsistent with the preceding, are denied.

93. Denied.

94. Denied.

95. The first sentence of paragraph 95 is denied. The Defendants admit that by the first week of December 2013, although the petitions contained far more signatures, they were able to verify between 400 to 450 signatures. All other allegations of paragraph 95 are denied.

96. The Defendants admit that a representation was made that 800 members had signed the petition. That statement was factually correct. Members of the caucus reduced the reported number to between 400 and 450 because they could not verify that all signatures on the petition were members of the ASA. Defendants also admit that 800 is 20 percent of 4,000. All other allegations of paragraph 96 are denied.

97. Denied.

98. Defendants admit that the language quoted in paragraph 98 is an incomplete quote from town hall meeting notes. The remaining allegations of paragraph 98 are denied.

99. The Defendants admit that Defendants Kauanui, Maira and Tadiar communicated with USACBI members concerning the possibility of an academic boycott resolution; the remainder of the first sentence of paragraph 99 is denied. The second sentence of paragraph, other than what is admitted above, is denied. Regarding the remaining allegations of paragraph 99, documents produced in discovery in the federal court speak for themselves, and Defendants deny any allegation that is inconsistent with the plain language of such document.

100. Defendants admit that documents produced in discovery in the federal court speak for themselves, and Defendants deny any allegation that is inconsistent with the plain language of such document. Further, any remaining allegations of paragraph 100 are denied.

101. Denied.

102. The first sentence of paragraph 102 are denied. The remaining allegations of paragraph 102 are vague and thus Defendants lack knowledge or information sufficient to form a belief as to the truth of allegations concerning. Accordingly they deny such allegations.

103. Denied.

104. Defendants admit that documents produced in discovery in the federal court speak for themselves, and Defendants deny any allegation that is inconsistent

with the plain language of such document. Further, any other allegations of paragraph 104 are denied.

105. Defendants admit that Defendants Maira and Kauanui supported the concept of and worked for a boycott resolution. Defendants admit that documents produced in discovery in the federal court speak for themselves, and Defendants deny any allegation that is inconsistent with the plain language of such document. Further, any other allegations of paragraph 105 are denied.

106. Defendants admit that documents produced in discovery in the federal court speak for themselves, and Defendants deny any allegation that is inconsistent with the plain language of such document. Further, any other allegations of paragraph 106 are denied.

107. Admitted.

108. The first sentence of paragraph 108 is admitted. The Defendants admit that they discussed Dr. Bronner's opposition to the Resolution, but deny that their discussions were "frequent." Any other allegations of paragraph 108 are denied.

109. The first sentence of paragraph 109 is denied. Regarding the second sentence of paragraph 109, Mr. Stephens' deposition testimony speaks for itself and the Defendants deny the Plaintiff's characterization of same. The third sentence is admitted.

110. The first sentence of paragraph 110 is admitted. Regarding the second sentence, the Defendants admit that the testimony of John Stephens referenced by the Plaintiffs and regarding the 2012 resolution concerning the Occupy movement was as

follows: “Q: was he [Bronner] asked to leave? A: No. Q: Okay. A: And he did not object to the resolution.” Any other allegation concerning his excerpted testimony is denied.

111. Denied.

112. The allegations of paragraph 112 contain an incomplete and therefore inaccurate statement of law to which no response is required.

113. Denied.

114. The first sentence of paragraph 114 is denied. Defendants admit that the quoted language was included within John Stephens’ deposition testimony. All other allegations of paragraph 114 are denied.

115. Defendants admit that the ASA received some communication from persons opposing the Resolution, some of whom argued that the procedure of adoption was flawed, or that it was unfair, or that other countries were not targeted for boycotts, or that the Resolution infringed academic freedoms. All other allegations of paragraph 115 are denied.

116. The first sentence of paragraph 116 is admitted. The Defendants also admit that they recognized that the Resolution could be divisive. The remaining allegations of paragraph 116 are denied.

117. Denied.

118. Admitted.

119. The Defendants admit the first sentence of paragraph 119. Regarding what members of the National Council not Defendants herein thought, felt or believed

as alleged in paragraph 119, Defendants lack knowledge or information sufficient to form a belief as to the truth of such allegations and therefore deny same.⁴

120. The first two sentences of paragraph 120 are admitted. Defendants also admit that some of the FAQs and Guidance were adapted from USACBI documents. All other allegations of paragraph 120 are denied.

121. Defendants admit that documents produced in discovery in the federal court speak for themselves, and Defendants deny any allegation that is inconsistent with the plain language of such document. Further, any other allegations of paragraph 121 are denied.

122. The first sentence of paragraph 122 is denied. Defendants admit that they inquired about whether the costs of public relations professionals could be paid from ASA funds. Any other allegations of paragraph 122 are denied.

123. The Defendants admit that persons who sought to join or former members who sought to renew their memberships shortly before the vote were not permitted to vote on the Resolution, and that the decision to do so was made November 25, 2013. Any other allegations of paragraph 123 are denied.

124. Admitted.

125. The Defendants admit that there may be circumstances upon which a member could join the day of an election and vote, but deny that such is necessarily the

⁴ As Plaintiffs are aware, the ASA did not adopt “the USACBI Boycott.” The Resolution, whose language differed from that proposed by USACBI, was unanimously endorsed by the National Council.

case under the terms of the Constitution. The Defendants admit that the excerpted testimony represents a portion of John Stephens' deposition testimony. All other allegations of paragraph 125 are denied.

126. Defendants admit that limiting the ability of newly joined or renewed members to vote prevented persons whose intent was to join or renew their expired memberships solely to vote for or against the Resolution prohibited some from doing just that. All other allegations of paragraph 126 are denied.

127. Defendants lack knowledge or information sufficient to form a belief as to the truth of allegations contained in the first sentence of paragraph 127 and accordingly deny such allegations, and for similar reasons deny the allegation that he "immediately" renewed his membership. The Defendants admit that the ASA accepted Barton's payment and renewed his membership; all other allegations of paragraph 127 are denied.

128. The first sentence of paragraph 128 is denied. The second sentence is admitted. The third sentence is denied.

129. Admitted.

130. Admitted.

131. Denied.

132. Defendants admit that, when Barton called John Stephens in an attempt to cast a vote, he informed John Stephens of his position on the Resolution. All remaining allegations of paragraph 132 are denied.

133. Denied.

134. The first through fourth sentences of paragraph 134 are denied. The Defendants admit that the quoted language is an excerpt of an email communication from John Stephens. All other allegations are denied.

135. The first sentence of paragraph 135 is admitted. The Defendants admit that the quoted language is an excerpt of an email communication from John Stephens. All other allegations are denied.

136. The Defendants admit that the quoted language in paragraph 136 is an excerpt of email communication including the persons identified. All other allegations are denied. The Defendants reject the premise of the fourth sentence of paragraph 136 and deny same. All other allegations of paragraph 136 are denied.

137. Denied.

138. Defendants admit the quoted language existed in the Bylaws then in effect. The remaining allegations of paragraph 138 are denied.

139. The Defendants admit that the vote on the Resolution was held during December 2013, and that the records of the vote speak for themselves.

140. Denied.

141. Denied.

142. The language of the Statement of Election is patent and speaks for itself; Defendants admit the contents of that Statement of Election; Defendants deny any other allegations contained within paragraph 142.

143. The allegations of paragraph 143 contain as statement of law to which no response is required. Moreover, it is an incomplete and accordingly inaccurate statement which, to the extent any response is required, is denied.

144. The allegations of paragraph 144 contain a statement of law to which no response is required. Moreover, it is an incomplete and accordingly inaccurate statement which, to the extent any response is required, is denied.

145. The Defendants admit the first sentence pf paragraph 145. Defendants deny the second sentence of paragraph 145. They admit, upon information and belief, the third sentence. Defendants admit that some of the Individual Defendants referenced such requirements during their discussions about the possibility of an academic boycott resolution. All other allegations of paragraph 145 are denied.

146. The Defendants lack knowledge or information sufficient to form a belief as to the truth of allegations contained within paragraph 146 and accordingly deny such allegations.

147. The Defendants lack knowledge or information sufficient to form a belief as to the truth of allegations contained within paragraph 147 and accordingly deny such allegations.

148. Defendants admit that the quoted correspondence is contained within email communication from Defendant Maira; all other allegations contained in paragraph 148 are denied.

149. Denied.

150. The Defendants did not direct efforts at “forcing Israel to change legislation,” and thus the allegations of paragraph 150 are denied.

151. Denied.

152. Denied.

153. Denied.

154. Admitted.

155. Admitted.

156. Defendants admit that the ASA and some of the Individual Defendants undertook efforts to defend the ASA against the aforesaid legislation. The Defendants admit that the quoted correspondence was part of an email produced by the Defendants in the federal action. All other allegations of paragraph 156 are denied.

157. The Defendants admit that Defendant Marez began a fundraising campaign called “Stand with the American Studies Association,” whose goal was to support the defense of the ASA against the aforesaid legislation. All other allegations of paragraph 157 are denied.

158. The first sentence of paragraph 158 is admitted. The remainder is denied.

159. Denied.

160. The first sentence of paragraph 160 is an incomplete and therefore inaccurate statement of law, to which no response is required. To the extent a response is required, it is denied. The second sentence of paragraph 160 is denied.

161. Denied.

162. Admitted.

163. The Defendants admit that in 2016 amounts were withdrawn from the Trust Fund, as permitted by the Bylaws, to pay for construction of a new website. All other allegations of paragraph 163 are denied.

164. Denied.

165. Denied.

166. The first sentence of paragraph 166 is admitted, and Defendants admit that the ASA used Trust Funds in financial year 2015 to pay for website construction. All other allegations inconsistent with the preceding are denied.

167. Defendants admit that there were subsequent withdrawals from the Trust Fund for website construction and necessitated by the Plaintiff's legal action. All other allegations inconsistent with the preceding are denied.

168. The Defendants admit that they have not produced to Plaintiffs internal documents reflecting the American Studies Association's finances for the fiscal years ending on June 30 2017 or 2018; nor have they been obligated to do so. Defendants deny the allegation that the ASA has not distributed the official annual accounting of the Trust Fund. The final sentence of paragraph 168 is admitted.

169. The Defendants admit that the quoted language was contained within its Bylaws; however, the phrase "make small grants" was not emphasized as in the Complaint. The final sentence of paragraph 169 is denied.

170. Denied.

171. Admitted.

172. Denied.

173. Defendants admit that the Bylaws speak for themselves, and deny any allegation that is inconsistent with the plain language of that document. Defendants deny any other allegation in Paragraph 173.

174. Defendants admit that the changes to the Bylaws were adopted by the National Council. Defendants deny any other allegation in Paragraph 174.

175. Defendants admit that any documents produced in discovery in the federal court speak for themselves, and deny any allegation that is inconsistent with the plain language of such document. Defendants deny any other allegations in Paragraph 175.

176. Defendants admit that the ASA reports gifts, grants and contributions as required, and that any Form 990 filed by ASA with the Internal Revenue Service speaks for itself, and deny any allegation that is inconsistent with the plain language of such document. Defendants deny any other allegation in Paragraph 176.

177. Defendants admit that FY 2012 began on July 1, 2012 and continued through June 30, 2013. Defendants do not understand and therefore deny any other allegation in Paragraph 177.

178. Defendants admit that any Form 990 filed by ASA with the Internal Revenue Service speaks for itself, and deny any allegation that is inconsistent with the plain language of such document. Defendants deny any other allegation in Paragraph 178.

179. Defendants admit that any Form 990 filed by ASA with the Internal Revenue Service speaks for itself, and deny any allegation that is inconsistent with the

plain language of such document. Defendants deny any other allegation in Paragraph 179.

180. Defendants admit that any Form 990 filed by ASA with the Internal Revenue Service speaks for itself, and deny any allegation that is inconsistent with the plain language of such document. Defendants deny any other allegation in Paragraph 180.

181. Defendants admit that any Form 990 filed by ASA with the Internal Revenue Service speaks for itself, and deny any allegation that is inconsistent with the plain language of such document. Defendants deny any other allegation in Paragraph 181.

182. Defendants admit that any Form 990 filed by ASA with the Internal Revenue Service speaks for itself, and deny any allegation that is inconsistent with the plain language of such document. Defendants deny any other allegation in Paragraph 182.

183. Defendants admit that FY 2012 began on July 1, 2012, continued through June 30, 2013 and included the 2012 Annual Meeting. Defendants deny any other allegation in Paragraph 183.

184. Defendants admit that any Form 990 filed by ASA with the Internal Revenue Service speaks for itself, and deny any allegation that is inconsistent with the plain language of such document. Defendants deny any other allegation in Paragraph 184.

185. Defendants admit that any Form 990 filed by the ASA with the Internal Revenue Service speaks for itself and admit that the deposition transcript of John Stephens' deposition speaks for itself, and deny any allegation that is inconsistent with the plain language of such document. Defendants deny any other allegation in Paragraph 185.

186. Defendants admit that Dr. Stephens' Declaration speaks for itself, and deny any allegation that is inconsistent with the plain language of such document. Defendants deny any other allegation in Paragraph 186.

187. Defendants admit that ASA has incurred substantial legal costs since 2016, as a result of the Plaintiffs' actions. Defendants deny any other allegation in Paragraph 187.

188. Whether an action is "wise" is not a proper factual allegation and no response to Plaintiffs' evaluation is required. Paragraph 188 also includes statements of legal opinion, to which no response is required. The remaining allegations of paragraph 188 are denied.

189. Defendants admit that any documents produced in discovery in the federal court speak for themselves, and deny any allegation that is inconsistent with the plain language of such documents. Defendants deny any other allegations in Paragraph 189.

190. Defendants admit that the ASA has incurred significant legal costs arising from the lawsuits filed by these Plaintiffs, and that the expenses arising from those lawsuits have been paid from Trust Funds and with the ASA's credit card account.

Defendants admit that quoted language is contained within a report by Dr. Chu. Defendants deny any other allegations in Paragraph 190.

191. Denied.

192. Defendants admit that any documents produced in discovery in the federal court speak for themselves, and deny any allegation that is inconsistent with the plain language of such document. Defendants deny any other allegations in Paragraph 192.

193. Defendants admit that any documents produced in discovery in the federal court speak for themselves, and deny any allegation that is inconsistent with the plain language of such document. Defendants deny any other allegations in Paragraph 193.

194. Defendants admit that any documents produced in discovery in the federal court speak for themselves, and deny any allegation that is inconsistent with the plain language of such document. Defendants deny any other allegations in Paragraph 194.

195. Defendants admit that the deposition transcript of John Stephens' deposition speaks for itself, and deny any allegation that is inconsistent with the plain language of such document. Defendants deny any other allegation in Paragraph 195.

196. Denied.

197. Defendants admit that the Encyclopedia was established in 2001, that it became an online resource in 2004, and that it was a joint project between ASA and Johns Hopkins University Press. Defendants deny any other allegations in Paragraph 197.

198. Defendants admit that Professor Bronner became editor in 2011. Defendants further admit that the Bylaws speak for themselves, and deny any allegation

that is inconsistent with the plain language of such document. Defendants deny any other allegation in Paragraph 198.

199. Defendants admit that the financial statements of the Associations speak for themselves, and deny any allegation that is inconsistent with the plain language of such documents. Defendants deny any other allegations in Paragraph 199.

200. Denied.

201. Denied.

202. Defendants admit that ASA received letters in opposition to the Resolution, and that some universities and organizations issued statements announcing disagreement with the Resolution. Defendants deny any other allegations in Paragraph 202.

203. Denied.

204. Denied.

205. Defendants admit that any documents produced in discovery in the federal court speak for themselves, and deny any allegation that is inconsistent with the plain language of such document. Defendants deny any other allegations in Paragraph 205.

206. Defendants admit that any documents produced in discovery in the federal court speak for themselves, and deny any allegation that is inconsistent with the plain language of such document. Defendants deny any other allegations in Paragraph 206.

207. Denied.

208. Denied.

209. Denied.

210. Defendants admit that any documents produced in discovery in the federal court speak for themselves, and deny any allegation that is inconsistent with the plain language of such document. Defendants deny any other allegations in Paragraph 210.

211. Defendants admit that any documents produced in discovery in the federal court speak for themselves, and deny any allegation that is inconsistent with the plain language of such document. Defendants deny any other allegations in Paragraph 211.

212. Denied.

213. Defendants admit that any documents produced in discovery in the federal court speak for themselves, and deny any allegation that is inconsistent with the plain language of such document. Defendants deny any other allegations in Paragraph 213.

214. Defendants admit that any documents produced in discovery in the federal court speak for themselves, and deny any allegation that is inconsistent with the plain language of such document. Defendants deny any other allegations in Paragraph 214.

215. Defendants admit that any documents produced in discovery in the federal court speak for themselves, and deny any allegation that is inconsistent with the plain language of such document. Defendants deny any other allegations in Paragraph 215.

216. Denied.

217. The Defendants admit the first sentence of paragraph 217. The remainder of paragraph 217 is comprised of incomplete references to communications between some Defendants, and as such is denied.

218. Defendants admit that any documents produced in discovery in the federal court speak for themselves, and deny any allegation that is inconsistent with the plain language of such document. Defendants deny any other allegations in Paragraph 218.

219. Defendants admit that any documents produced in discovery in the federal court speak for themselves, and deny any allegation that is inconsistent with the plain language of such document. Defendants deny any other allegations in Paragraph 219.

220. Defendants admit that any documents produced in discovery in the federal court speak for themselves, and deny any allegation that is inconsistent with the plain language of such document. Defendants deny any other allegations in Paragraph 220.

221. Denied.

222. Denied.

223. Defendants admit upon information and belief that the ASA had not removed an editor of the Encyclopedia or failed to renew an editor's contract if the editor wished to have it renewed. All remaining allegations of paragraph 223 are denied.

224. Denied.

225. Denied.

226. Denied.

227. Denied.

228. Defendants admit that any documents produced in discovery in the federal court speak for themselves, and deny any allegation that is inconsistent with the plain language of such document. Defendants deny any other allegations in Paragraph 228.

229. Defendants admit that any documents produced in discovery in the federal court speak for themselves, and deny any allegation that is inconsistent with the plain language of such document. Defendants deny any other allegations in Paragraph 229.

230. Defendants admit that any documents produced in discovery in the federal court speak for themselves, and deny any allegation that is inconsistent with the plain language of such document. Defendants deny any other allegations in Paragraph 230.

231. Denied.

232. Defendants admit that the quoted language was contained in correspondence to Dr. Bronner. Defendants deny any other allegations in Paragraph 232.

233. Defendants admit the quoted language is contained within an email between Dr. Bronner and Dr. Stephens. Defendants deny any other allegations in Paragraph 233.

234. Defendants admit that any documents produced in discovery in the federal court speak for themselves, and deny any allegation that is inconsistent with the plain language of such document. Defendants deny any other allegations in Paragraph 234.

235. Defendants admit that on January 5, 2017, Professor Holland was announced as interim Editor. Defendants deny any other allegation in Paragraph 235.

236. Defendants admit that no new entries have been made to the Encyclopedia and that there have been no recent updates to existing entries. Defendants deny any implication that this is due to neglect. Any remaining allegations of paragraph 236 are denied.

237. Defendants admit that any documents produced in discovery in the federal court speak for themselves, and deny any allegation that is inconsistent with the plain language of such document. Defendants deny any other allegations in Paragraph 237.

238. Admitted.

239. Defendants admit that the website for the Encyclopedia speaks for itself, and deny any allegation that is inconsistent with the plain language of such document. Defendants deny any other allegations in Paragraph 239.

240. Defendants admit that the website for the Encyclopedia speaks for itself, and deny any allegation that is inconsistent with the plain language of such document. Defendants deny any other allegations in Paragraph 240.

241. Defendants admit that Professor Holland's curriculum vita speaks for itself, and deny any allegation that is inconsistent with the plain language of such document. Defendants deny any other allegations in Paragraph 241.

242. Denied.

243. Admitted.

244. Defendants admit that the Bylaws were amended in November 2015, and that such amendments were ratified by a vote of the membership in 2016. Defendants further admit that the Bylaws speak for themselves, and deny any allegation that is inconsistent with the plain language of that document. Defendants deny any other allegation in Paragraph 244.

245. Defendants admit that the Bylaws were amended in November 2015, and that such amendments were ratified by a vote of the membership in 2016. Defendants

further that the Bylaws and the amendments thereto are patent and speak for themselves, and deny any allegation that is inconsistent with the plain language of that document. Defendants deny any other allegation in Paragraph 245.

246. Denied.

247. Defendants are without sufficient information as to the state of Plaintiff Bronner's mind to admit or deny the allegations in Paragraph 247, and therefore deny the same. The remaining allegations of paragraph 247 are denied.

248. Denied.

249. Defendants admit that the editor of the Encyclopedia was no longer an officer or member of the National Council as a result of amendments to the Bylaws that occurred after April 2016. Defendants deny any other allegation in Paragraph 249.

250. Defendants admit that Plaintiffs attempted to bring derivative claims in the federal court. Defendants also admit that the D.C. Code speaks for itself. Defendants deny any other allegation in Paragraph 250.

251. Denied.

252. Defendants admit that the federal court dismissed all of Plaintiffs' derivative claims with prejudice. Defendants deny any other allegation in Paragraph 252.

253. Denied.

254. Defendants admit that they produced non-privileged, responsive documents concerning changes to the Bylaws. Defendants deny any other allegations in Paragraph 254.

255. Defendants admit that Exhibit A to the Complaint speaks for itself, and deny any allegation that is inconsistent with the plain language of such document. Defendants deny any other allegations in Paragraph 255.

256. Defendants admit that an officer of a nonprofit may be unpaid and that, when JHUP owned the Encyclopedia the editor was under a contract with JHUP, and that the editor had, prior to the aforementioned Bylaw change, been a member of the National Council and an officer. Any other allegations of paragraph 256 are denied.

257. Denied.

258. Denied.

259. Denied.

COUNT ONE

Breach of Fiduciary Duties Against the Individual Defendants by All Plaintiffs (Material Misrepresentations and Omissions in Connection with Elections to Office and Seeking Member Approval of Academic Boycott and Amendment of the Bylaws)

260. Defendants incorporate by reference their responses to Paragraphs 1 – 259, above.

261. Defendants admit that they had the duty to conform their behavior to applicable law. Defendants deny any other allegations in Paragraph 261.

262. Denied.

263. Denied.

COUNT TWO

**Breach of Fiduciary Duties Against the Individual Defendants By All Plaintiffs
(Duty of Loyalty and Good Faith, Misappropriation and Misuse of Assets of the
American Studies Association)**

264. Defendants incorporate by reference their responses to Paragraphs 1 – 263, above.

265. Defendants admit that they had the duty to conform their behavior to applicable law. Defendants deny any other allegation in Paragraph 265.

266. Denied.

267. Denied.

COUNT THREE

**Ultra Vires and Breach of Contract Action Against All Defendants by All Plaintiffs
(Failure to Nominate Officers and National Council
Reflecting Diversity of Membership)**

268. Defendants incorporate by reference their responses to Paragraphs 1 – 267, above.

269. This Count has been dismissed with prejudice, and Defendants need not respond. To the extent that any response is required, Defendants deny the allegations in Paragraph 269.

270. This Count has been dismissed with prejudice, and Defendants need not respond. To the extent that any response is required, Defendants deny the allegations in Paragraph 270.

271. This Count has been dismissed with prejudice, and Defendants need not respond. To the extent that any response is required, Defendants deny the allegations in Paragraph 271.

272. This Count has been dismissed with prejudice, and Defendants need not respond. To the extent that any response is required, Defendants deny the allegations in Paragraph 272.

273. This Count has been dismissed with prejudice, and Defendants need not respond. To the extent that any response is required, Defendants deny the allegations in Paragraph 273.

274. This Count has been dismissed with prejudice, and Defendants need not respond. To the extent that any response is required, Defendants deny the allegations in Paragraph 274.

275. This Count has been dismissed with prejudice, and Defendants need not respond. To the extent that any response is required, Defendants deny the allegations in Paragraph 275.

276. This Count has been dismissed with prejudice, and Defendants need not respond. To the extent that any response is required, Defendants deny the allegations in Paragraph 276.

277. This Count has been dismissed with prejudice, and Defendants need not respond. To the extent that any response is required, Defendants deny the allegations in Paragraph 277.

278. This Count has been dismissed with prejudice, and Defendants need not respond. To the extent that any response is required, Defendants deny the allegations in Paragraph 278.

COUNT FOUR
Ultra Vires Action and Breach of Contract Against All Defendants by All Plaintiffs
(Freezing Membership Rolls to Prohibit Voting)

279. Defendants incorporate by reference their responses to Paragraphs 1 – 278, above.

280. This Count has been dismissed with prejudice, and Defendants need not respond. To the extent that any response is required, Defendants deny the allegations in Paragraph 280.

281. This Count has been dismissed with prejudice, and Defendants need not respond. To the extent that any response is required, Defendants deny the allegations in Paragraph 281.

282. This Count has been dismissed with prejudice, and Defendants need not respond. To the extent that any response is required, Defendants deny the allegations in Paragraph 282.

283. This Count has been dismissed with prejudice, and Defendants need not respond. To the extent that any response is required, Defendants deny the allegations in Paragraph 283.

284. This Count has been dismissed with prejudice, and Defendants need not respond. To the extent that any response is required, Defendants deny the allegations in Paragraph 284.

285. This Count has been dismissed with prejudice, and Defendants need not respond. To the extent that any response is required, Defendants deny the allegations in Paragraph 285.

286. This Count has been dismissed with prejudice, and Defendants need not respond. To the extent that any response is required, Defendants deny the allegations in Paragraph 286.

287. This Count has been dismissed with prejudice, and Defendants need not respond. To the extent that any response is required, Defendants deny the allegations in Paragraph 287.

COUNT FIVE

Ultra Vires Action and Breach of Contract Against All Defendants by All Plaintiffs (Substantial Part of Activities Attempting to Influence Legislation)

288. Defendants incorporate by reference their responses to Paragraphs 1 – 287, above.

289. This Count has been dismissed with prejudice, and Defendants need not respond. To the extent that any response is required, Defendants deny the allegations in Paragraph 289.

290. This Count has been dismissed with prejudice, and Defendants need not respond. To the extent that any response is required, Defendants deny the allegations in Paragraph 290.

291. This Count has been dismissed with prejudice, and Defendants need not respond. To the extent that any response is required, Defendants deny the allegations in Paragraph 291.

292. This Count has been dismissed with prejudice, and Defendants need not respond. To the extent that any response is required, Defendants deny the allegations in Paragraph 292.

293. This Count has been dismissed with prejudice, and Defendants need not respond. To the extent that any response is required, Defendants deny the allegations in Paragraph 293.

294. This Count has been dismissed with prejudice, and Defendants need not respond. To the extent that any response is required, Defendants deny the allegations in Paragraph 294.

295. This Count has been dismissed with prejudice, and Defendants need not respond. To the extent that any response is required, Defendants deny the allegations in Paragraph 295.

296. This Count has been dismissed with prejudice, and Defendants need not respond. To the extent that any response is required, Defendants deny the allegations in Paragraph 296.

297. This Count has been dismissed with prejudice, and Defendants need not respond. To the extent that any response is required, Defendants deny the allegations in Paragraph 297.

298. This Count has been dismissed with prejudice, and Defendants need not respond. To the extent that any response is required, Defendants deny the allegations in Paragraph 298.

COUNT SIX
(IN THE ALTERNATIVE)
Breach of Contract Against Defendant American Studies Association by All Plaintiffs
(Voting Process Contrary to Bylaws)

299. Defendants incorporate by reference their responses to Paragraphs 1 – 298, above.

300. This Count has been dismissed with prejudice, and Defendants need not respond. To the extent that any response is required, Defendants deny the allegations in Paragraph 300.

301. This Count has been dismissed with prejudice, and Defendants need not respond. To the extent that any response is required, Defendants deny the allegations in Paragraph 301.

302. This Count has been dismissed with prejudice, and Defendants need not respond. To the extent that any response is required, Defendants deny the allegations in Paragraph 302.

303. This Count has been dismissed with prejudice, and Defendants need not respond. To the extent that any response is required, Defendants deny the allegations in Paragraph 303.

COUNT SEVEN
(IN THE ALTERNATIVE)
Breach of D.C. Nonprofit Corporation Act Against Defendant American Studies
Association by All Plaintiffs

304. Defendants incorporate by reference their responses to Paragraphs 1 – 303, above.

305. This Count has been dismissed with prejudice, and Defendants need not respond. To the extent that any response is required, Defendants deny the allegations in Paragraph 305.

306. This Count has been dismissed with prejudice, and Defendants need not respond. To the extent that any response is required, Defendants deny the allegations in Paragraph 306.

307. This Count has been dismissed with prejudice, and Defendants need not respond. To the extent that any response is required, Defendants deny the allegations in Paragraph 307.

308. This Count has been dismissed with prejudice, and Defendants need not respond. To the extent that any response is required, Defendants deny the allegations in Paragraph 308.

COUNT EIGHT
Breach of Contract Against Defendant American Studies Association
by Plaintiff Barton
(Denial of Right to Vote)

309. Defendants incorporate by reference their responses to Paragraphs 1 – 308, above.

310. This Count has been dismissed with prejudice, and Defendants need not respond. To the extent that any response is required, Defendants deny the allegations in Paragraph 310.

311. This Count has been dismissed with prejudice, and Defendants need not respond. To the extent that any response is required, Defendants deny the allegations in Paragraph 311.

312. This Count has been dismissed with prejudice, and Defendants need not respond. To the extent that any response is required, Defendants deny the allegations in Paragraph 312.

313. This Count has been dismissed with prejudice, and Defendants need not respond. To the extent that any response is required, Defendants deny the allegations in Paragraph 313.

COUNT NINE
Corporate Waste Against All Defendants by All Plaintiffs

314. Defendants incorporate by reference their responses to Paragraphs 1 – 313, above.

315. This Paragraph contains legal argument, to which Defendants need not reply. To the extent a reply is required, Defendants deny the allegations in Paragraph 315.

316. Denied.

317. Denied.

318. Denied.

COUNT TEN

Breach of Fiduciary Duty by Plaintiff Bronner and all Plaintiffs Against All Defendants (Removal of Plaintiff Bronner from Position as Editor of the Encyclopedia, *Ex Officio* Officer, and Member of the National Council)

319. Defendants incorporate by reference their responses to Paragraphs 1 – 318, above.

320. Defendants admit that they had the duty to conform their behavior to applicable law. Defendants deny any other allegations in Paragraph 320.

321. Denied.

322. Denied.

323. Denied.

324. Denied.

325. Denied.

326. Denied.

COUNT ELEVEN

Tortious Interference with Contractual Business Relations by Plaintiff Bronner Against the Individual Defendants

327. Defendants incorporate by reference their responses to Paragraphs 1 – 326, above.

328. This Paragraph contains legal argument, to which Defendants need not reply. To the extent a reply is required, Defendants deny the allegations in Paragraph 328.

329. Denied.

330. Denied.

331. Defendants admit that Plaintiff Bronner's contract ended on December 31, 2016. Defendants deny any other allegation in Paragraph 331.

332. Denied.

333. Denied.

334. Denied.

COUNT TWELVE

Aiding and Abetting Breach of Fiduciary Duty by All Plaintiffs Against Defendants Sunaina Maira, J. Kehaulani Kauanui, Jasbir Puar, and John Stephens, Steven Salaita

335. Defendants incorporate by reference their responses to Paragraphs 1 – 334, above.

335. This Paragraph contains legal argument, to which Defendants need not reply. To the extent a reply is required, Defendants deny the allegations in Paragraph 335.

336. Denied.

337. Denied.

338. Defendant Stephens admits that he has the duty to conform his behavior to applicable law. Defendants deny any other allegations in Paragraph 338.

339. Denied.

340. Denied.

341. Denied.

342. Denied.

343. Denied.

FIRST DEFENSE

The Plaintiffs have failed to state a claim for relief against these Defendants upon which relief may be granted.

SECOND DEFENSE

The Complaint constitutes a claim arising from an act in furtherance of the right of advocacy on issues of public interest, prohibited by D.C. Code, §16-5501, *et seq.*

THIRD DEFENSE

Plaintiffs lack standing to bring some or all of the claims made in the Complaint.

FOURTH DEFENSE

Failure of a condition precedent.

FIFTH DEFENSE

The actions of the Defendants were valid exercises of business judgment.

SIXTH DEFENSE

Plaintiffs' claims are barred by the doctrine of unclean hands.

SEVENTH DEFENSE

Plaintiffs have failed to join necessary parties, without whom complete relief may not be granted.

NINTH DEFENSE

Some of Plaintiffs' claims are barred by the applicable statute of limitations.

TENTH DEFENSE

To the extent not specifically admitted, all allegations in the Complaint are denied.

ELEVENTH DEFENSE

Defendants reserves the right to assert any and all other defenses, both legal and equitable, that may be available to it based upon the evidence adduced prior to or during any trial of this matter, and further reserves the right to amend this Answer should additional defenses or claims become available based upon the evidence adduced prior to or during any trial of this matter.

WHEREFOR, the Defendants American Studies Association, Inc., Lisa Duggan, Curtis Marez, Sunaina Maira, John Stephens, Neferti Tadiar, and Chandan Reddy demand relief against the Complaint as follows:

1. For dismissal of the Complaint;
2. For their costs and legal fees incurred herein; and
3. For any and all other relief to which they may be entitled under law.

Respectfully submitted,

WHITEFORD, TAYLOR & PRESTON L.L.P.

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CERTIFICATE OF SERVICE

I certify that a true copy of the foregoing was served via the Court's electronic filing service this 20th of December 2019, to the following:

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