

**IN THE UNITED STATES DISTRICT COURT FOR THE
WESTERN DISTRICT OF OKLAHOMA**

MIRANDA SUMMAR, Individually;)
OLIVIA WELLS, Individually;)
PRESCILLA PENA, Individually;)
RHEANNA JACKSON, Individually;)
GABRIELLE GLIDEWELL,)
Individually;)
MORGAN BROWN RUSSELL,)
Individually; and)
EMILY HEUGATTER, Individually,)

Case No. CIV-21-473-G

Plaintiffs,)

v.)

THE STATE OF OKLAHOMA *ex rel*)
UNIVERSITY OF CENTRAL)
OKLAHOMA,)

Defendant.)

DEFENDANT’S ANSWER TO PLAINTIFFS’ FIRST AMENDED COMPLAINT

Defendant The State of Oklahoma *ex rel* University of Central Oklahoma (“Defendant” or “UCO”), hereby answers the First Amended Complaint (“FAC”) of Plaintiffs Miranda Summar, Olivia Wells, Priscilla Pena, Rheanna Jackson, Gabrielle Glidewell, Morgan Brown Russell and Emily Heugatter, and sets forth its affirmative defenses as follows:¹

¹ Contemporaneously with the filing of this answer, UCO has filed a Motion to Dismiss the claims of all student Plaintiffs (all plaintiffs except Heugatter), and a Motion to Strike Paragraphs 24-26, 27-39, and 41-48 of the FAC. Because the motion to dismiss is partial, UCO is filing this answer to substantively address the paragraphs that are not covered by either of the pending motions. To the extent the Court does not grant all relief requested in the motions, UCO will supplement its answer to address those paragraphs as required by

1. Regarding the allegations in Paragraph 1 of the FAC, UCO admits that at the time of at least some of the events at issue in this lawsuit Plaintiff Summar was a student of the university. UCO denies Plaintiff Summar experienced sexual harassment, sexual assault or gender discrimination. UCO lacks sufficient knowledge to admit or deny that Plaintiff Summar is a resident of New York and therefore denies the same. UCO also incorporates by reference the arguments raised in its Motion to Dismiss filed contemporaneously with this answer.

2. Regarding the allegations in Paragraph 2 of the FAC, UCO admits that at the time of at least some of the events at issue in this lawsuit Plaintiff Wells was a student of the university. UCO denies Plaintiff Wells experienced sexual harassment or gender discrimination. UCO lacks sufficient knowledge to admit or deny that Plaintiff Wells is a resident of Oklahoma and therefore denies the same. UCO also incorporates by reference the arguments raised in its Motion to Dismiss filed contemporaneously with this answer.

3. Regarding the allegations in Paragraph 3 of the FAC, UCO admits that at the time of at least some of the events at issue in this lawsuit Plaintiff Pena was a student of the university. UCO denies Plaintiff Pena experienced sexual harassment or gender discrimination. UCO lacks sufficient knowledge to admit or deny that Plaintiff Pena is a resident of Oklahoma and therefore denies the same. UCO also incorporates by reference the arguments raised in its Motion to Dismiss filed contemporaneously with this answer.

the Federal Rules. UCO will also supplement its Answer at that time to state additional affirmative defenses that apply to any claims that survive UCO's current motion to dismiss.

4. Regarding the allegations in Paragraph 4 of the FAC, UCO admits that at the time of at least some of the events at issue in this lawsuit Plaintiff Jackson was a student of the university. UCO denies Plaintiff Wells experienced sexual harassment or gender discrimination. UCO lacks sufficient knowledge to admit or deny that Plaintiff Jackson is a resident of Oklahoma and therefore denies the same. UCO also incorporates by reference the arguments raised in its Motion to Dismiss filed contemporaneously with this answer.

5. Regarding the allegations in Paragraph 5 of the FAC, UCO admits that at the time of at least some of the events at issue in this lawsuit Plaintiff Glidewell was a student of the university. UCO denies Plaintiff Glidewell experienced sexual harassment or gender discrimination. UCO lacks sufficient knowledge to admit or deny that Plaintiff Glidewell is a resident of Florida and therefore denies the same. UCO also incorporates by reference the arguments raised in its Motion to Dismiss filed contemporaneously with this answer.

6. Regarding the allegations in Paragraph 6 of the FAC, UCO admits that at the time of at least some of the events at issue in this lawsuit Plaintiff Brown Russell was a student of the university. UCO denies Plaintiff Brown Russell experienced sexual harassment or gender discrimination. UCO lacks sufficient knowledge to admit or deny that Plaintiff Brown Russell is a resident of Oklahoma and therefore denies the same. UCO also incorporates by reference the arguments raised in its Motion to Dismiss filed contemporaneously with this answer.

7. Regarding the allegations in Paragraph 7 of the FAC, UCO admits that at the time of at least some of the events at issue in this lawsuit Plaintiff Heugatter was and continues to be a professor employed by the university. UCO denies the existence of sexual

harassment and gender discrimination alleged by Plaintiff Heugatter to have been experienced by the student Plaintiffs, and UCO denies that Plaintiff Heugatter has personally experienced any retaliation. UCO admits Plaintiff Heugatter is resident of the State of Oklahoma. UCO also incorporates by reference the arguments raised in its Motion to Dismiss filed contemporaneously with this answer.

8. UCO admits the jurisdictional allegations in Paragraph 8 of the FAC.

9. UCO admits the jurisdictional allegations in Paragraph 9 of the FAC, but denies any allegations that UCO engaged in any unlawful conduct.

10. UCO admits the jurisdictional allegations in Paragraph 10 of the FAC, but denies any allegations that UCO engaged in any unlawful conduct.

11. The allegations in Paragraph 11 of the FAC constitute a legal conclusion and not a factual contention. To the extent a response is required UCO admits Paragraph 11 of the FAC.

12. The allegations in Paragraph 12 of the FAC constitute a legal conclusion and not a factual contention. To the extent a response is required UCO admits Paragraph 12 of the FAC generally describes the purpose of Title IX. UCO denies that Paragraph 12 expresses the full and controlling legal standards for analyzing Title IX claims, and UCO denies Paragraph 12 to the extent it states in duplicative fashion that Title IX provides protection from, “sexual harassment and sexual harassment” [sic].

13. The allegations in Paragraph 13 of the FAC constitute a legal conclusion and not a factual contention. To the extent a response is required UCO admits Paragraph 13 of

the FAC cites to federal regulations regarding Title IX. UCO denies that Paragraph 13 expresses the full and controlling legal standards for analyzing Title IX claims.

14. The allegations in Paragraph 14 of the FAC constitute a legal conclusion and not a factual contention. To the extent a response is required UCO admits Paragraph 14 of the FAC cites to Department of Education guidance regarding Title IX. UCO denies that Paragraph 14 expresses the full and controlling legal standards for analyzing Title IX claims.

15. The allegations in Paragraph 15 of the FAC constitute a legal conclusion and not a factual contention. To the extent a response is required UCO admits Paragraph 15 of the FAC appears (the use of ellipses and partial sentences makes this exercise difficult) to quote some of the aforementioned Department of Education guidance regarding Title IX. UCO denies that Paragraph 15 expresses the full and controlling legal standards for analyzing Title IX claims.

16. The allegations in Paragraph 16 of the FAC constitute a legal conclusion and not a factual contention. To the extent a response is required UCO admits Paragraph 16 of the FAC appears to quote some of the aforementioned Department of Education guidance regarding Title IX. UCO denies that Paragraph 16 expresses the full and controlling legal standards for analyzing Title IX claims or that the inference from the quoted text is applicable to the facts of the instant case.

17. The allegations in Paragraph 17 of the FAC constitute a legal conclusion and not a factual contention. To the extent a response is required UCO admits Paragraph 17 of the FAC appears to quote some of the aforementioned Department of Education guidance

regarding Title IX. UCO denies that Paragraph 17 expresses the full and controlling legal standards for analyzing Title IX claims.

18. The allegations in Paragraph 18 of the FAC constitute a legal conclusion and not a factual contention. To the extent a response is required UCO admits Paragraph 18 of the FAC appears to quote some of the aforementioned Department of Education guidance regarding Title IX. UCO denies that Paragraph 18 expresses the full and controlling legal standards for analyzing Title IX claims.

19. The allegations in Paragraph 19 of the FAC constitute a legal conclusion and not a factual contention. To the extent a response is required UCO admits Paragraph 19 of the FAC appears to quote some of the aforementioned Department of Education guidance regarding Title IX. UCO denies that Paragraph 19 expresses the full and controlling legal standards for analyzing Title IX claims.

20. The allegations in Paragraph 20 of the FAC constitute a legal conclusion and not a factual contention. To the extent a response is required UCO admits Paragraph 20 of the FAC appears to quote some of the aforementioned Department of Education guidance regarding Title IX. UCO denies that Paragraph 20 expresses the full and controlling legal standards for analyzing Title IX claims.

21. The allegations in Paragraph 21 of the FAC constitute a legal conclusion and not a factual contention. To the extent a response is required UCO admits Paragraph 21 of the FAC appears to quote some of the aforementioned Department of Education guidance regarding Title IX. UCO denies that Paragraph 21 expresses the full and controlling legal standards for analyzing Title IX claims.

22. The allegations in Paragraph 22 of the FAC constitute a legal conclusion and not a factual contention. To the extent a response is required UCO admits Paragraph 22 of the FAC appears to quote from guidance provided by the Department of Education Office of Civil Rights regarding Title IX. UCO denies that Paragraph 22 expresses the full and controlling legal standards for analyzing Title IX claims.

23. The allegations in Paragraph 23 of the FAC constitute a legal conclusion and not a factual contention. To the extent a response is required UCO admits Paragraph 23 of the FAC appears to outline some of the Department of Education's history of rule-making regarding its Title IX guidance. UCO denies that Paragraph 23 expresses the full and controlling legal standards for analyzing Title IX claims.

24. Paragraph 24 is the subject of UCO's Motion to Strike Certain Paragraphs from the Plaintiffs' First Amended Complaint, filed contemporaneously with this answer. To the extent a response is required UCO denies Paragraph 24 and states that this Paragraph misleadingly recites Department of Education guidance that undisputedly has no retroactive effect and has no application or bearing on the instant case and should therefore be stricken from the record.

25. Paragraph 25 is the subject of UCO's Motion to Strike Certain Paragraphs from the Plaintiffs' First Amended Complaint, filed contemporaneously with this answer. To the extent a response is required UCO denies Paragraph 25 and states that this Paragraph misleadingly recites Department of Education guidance that undisputedly has no retroactive effect and has no application or bearing on the instant case and should therefore be stricken from the record.

26. Paragraph 26 is the subject of UCO's Motion to Strike Certain Paragraphs from the Plaintiffs' First Amended Complaint, filed contemporaneously with this answer. To the extent a response is required UCO denies Paragraph 26 and states that this Paragraph misleadingly recites Department of Education guidance that undisputedly has no retroactive effect and has no application or bearing on the instant case and should therefore be stricken from the record.

27. Paragraph 27 is the subject of UCO's Motion to Strike Certain Paragraphs from the Plaintiffs' First Amended Complaint, filed contemporaneously with this answer. To the extent a response is required UCO denies Paragraph 27 and states that this Paragraph misleadingly cites to a policy that has no application or bearing on the instant case and should therefore be stricken from the record.

28. Paragraph 28 is the subject of UCO's Motion to Strike Certain Paragraphs from the Plaintiffs' First Amended Complaint, filed contemporaneously with this answer. To the extent a response is required UCO denies Paragraph 28 and states that this Paragraph misleadingly cites to a policy that has no application or bearing on the instant case and should therefore be stricken from the record.

29. Paragraph 29 is the subject of UCO's Motion to Strike Certain Paragraphs from the Plaintiffs' First Amended Complaint, filed contemporaneously with this answer. To the extent a response is required UCO denies Paragraph 29 and states that this Paragraph misleadingly cites to a policy that has no application or bearing on the instant case and should therefore be stricken from the record.

30. Paragraph 30 is the subject of UCO's Motion to Strike Certain Paragraphs from the Plaintiffs' First Amended Complaint, filed contemporaneously with this answer. To the extent a response is required UCO denies Paragraph 30 and states that this Paragraph misleadingly cites to a policy that has no application or bearing on the instant case and should therefore be stricken from the record.

31. Paragraph 31 is the subject of UCO's Motion to Strike Certain Paragraphs from the Plaintiffs' First Amended Complaint, filed contemporaneously with this answer. To the extent a response is required UCO denies Paragraph 31 and states that this Paragraph misleadingly cites to a policy that has no application or bearing on the instant case and should therefore be stricken from the record.

32. Paragraph 32 is the subject of UCO's Motion to Strike Certain Paragraphs from the Plaintiffs' First Amended Complaint, filed contemporaneously with this answer. To the extent a response is required UCO denies Paragraph 32 and states that this Paragraph misleadingly cites to a policy that has no application or bearing on the instant case and should therefore be stricken from the record.

33. Paragraph 33 is the subject of UCO's Motion to Strike Certain Paragraphs from the Plaintiffs' First Amended Complaint, filed contemporaneously with this answer. To the extent a response is required UCO denies Paragraph 33 and states that this Paragraph misleadingly cites to a policy that has no application or bearing on the instant case and should therefore be stricken from the record.

34. Paragraph 34 is the subject of UCO's Motion to Strike Certain Paragraphs from the Plaintiffs' First Amended Complaint, filed contemporaneously with this answer.

To the extent a response is required UCO denies Paragraph 34 and states that this Paragraph misleadingly cites to a policy that has no application or bearing on the instant case and should therefore be stricken from the record.

35. Paragraph 35 is the subject of UCO's Motion to Strike Certain Paragraphs from the Plaintiffs' First Amended Complaint, filed contemporaneously with this answer. To the extent a response is required UCO denies Paragraph 35 and states that this Paragraph misleadingly cites to a policy that has no application or bearing on the instant case and should therefore be stricken from the record.

36. Paragraph 36 is the subject of UCO's Motion to Strike Certain Paragraphs from the Plaintiffs' First Amended Complaint, filed contemporaneously with this answer. To the extent a response is required UCO denies Paragraph 36 and states that this Paragraph misleadingly cites to a policy that has no application or bearing on the instant case and should therefore be stricken from the record.

37. Paragraph 37 is the subject of UCO's Motion to Strike Certain Paragraphs from the Plaintiffs' First Amended Complaint, filed contemporaneously with this answer. To the extent a response is required UCO denies Paragraph 37 and states that this Paragraph misleadingly cites to a policy that has no application or bearing on the instant case and should therefore be stricken from the record.

38. Paragraph 38 is the subject of UCO's Motion to Strike Certain Paragraphs from the Plaintiffs' First Amended Complaint, filed contemporaneously with this answer. To the extent a response is required UCO denies Paragraph 38 and states that this Paragraph

misleadingly cites to a policy that has no application or bearing on the instant case and should therefore be stricken from the record.

39. Paragraph 39 is the subject of UCO's Motion to Strike Certain Paragraphs from the Plaintiffs' First Amended Complaint, filed contemporaneously with this answer. To the extent a response is required UCO denies Paragraph 39 and states that this Paragraph misleadingly cites to a policy that has no application or bearing on the instant case and should therefore be stricken from the record.

40. UCO admits the allegations in Paragraph 40 of the FAC.

41. Paragraph 41 is the subject of UCO's Motion to Strike Certain Paragraphs from the Plaintiffs' First Amended Complaint, filed contemporaneously with this answer. To the extent a response is required UCO denies Paragraph 41 and states that this Paragraph references a February 2021 Title IX subcommittee in a misleading fashion as this subcommittee was not commissioned to conduct a review of UCO's handling of the claims made by the Plaintiffs, and should therefore be stricken from the record. In fact, the Title IX subcommittee is an *ad hoc* group that is not sanctioned by UCO and does not receive direct support from the university. There is no requirement that UCO accept any of their recommendations.

42. Paragraph 42 is the subject of UCO's Motion to Strike Certain Paragraphs from the Plaintiffs' First Amended Complaint, filed contemporaneously with this answer. To the extent a response is required UCO denies Paragraph 42 and states that this Paragraph references a February 2021 Title IX subcommittee in a misleading fashion as this subcommittee was not commissioned to conduct a review of UCO's handling of the claims

made by the Plaintiffs, and should therefore be stricken from the record. In fact, the Title IX subcommittee is an *ad hoc* group that is not sanctioned by UCO and does not receive direct support from the university. There is no requirement that UCO accept any of their recommendations.

43. Paragraph 43 is the subject of UCO's Motion to Strike Certain Paragraphs from the Plaintiffs' First Amended Complaint, filed contemporaneously with this answer. To the extent a response is required UCO denies Paragraph 43 and states that this Paragraph references a February 2021 Title IX subcommittee in a misleading fashion as this subcommittee was not commissioned to conduct a review of UCO's handling of the claims made by the Plaintiffs, and should therefore be stricken from the record. In fact, the Title IX subcommittee is an *ad hoc* group that is not sanctioned by UCO and does not receive direct support from the university. There is no requirement that UCO accept any of their recommendations.

44. Paragraph 44 is the subject of UCO's Motion to Strike Certain Paragraphs from the Plaintiffs' First Amended Complaint, filed contemporaneously with this answer. To the extent a response is required UCO denies Paragraph 44 and states that this Paragraph references a February 2021 Title IX subcommittee in a misleading fashion as this subcommittee was not commissioned to conduct a review of UCO's handling of the claims made by the Plaintiffs, and should therefore be stricken from the record. In fact, the Title IX subcommittee is an *ad hoc* group that is not sanctioned by UCO and does not receive direct support from the university. There is no requirement that UCO accept any of their recommendations.

45. Paragraph 45 is the subject of UCO's Motion to Strike Certain Paragraphs from the Plaintiffs' First Amended Complaint, filed contemporaneously with this answer. To the extent a response is required UCO denies Paragraph 45 and states that this Paragraph references a February 2021 Title IX subcommittee in a misleading fashion as this subcommittee was not commissioned to conduct a review of UCO's handling of the claims made by the Plaintiffs, and should therefore be stricken from the record. In fact, the Title IX subcommittee is an *ad hoc* group that is not sanctioned by UCO and does not receive direct support from the university. There is no requirement that UCO accept any of their recommendations.

46. Paragraph 46 is the subject of UCO's Motion to Strike Certain Paragraphs from the Plaintiffs' First Amended Complaint, filed contemporaneously with this answer. To the extent a response is required UCO denies Paragraph 46 and states that this Paragraph references a February 2021 Title IX subcommittee in a misleading fashion as this subcommittee was not commissioned to conduct a review of UCO's handling of the claims made by the Plaintiffs, and should therefore be stricken from the record. In fact, the Title IX subcommittee is an *ad hoc* group that is not sanctioned by UCO and does not receive direct support from the university. There is no requirement that UCO accept any of their recommendations.

47. Paragraph 47 is the subject of UCO's Motion to Strike Certain Paragraphs from the Plaintiffs' First Amended Complaint, filed contemporaneously with this answer. To the extent a response is required UCO denies Paragraph 47 and states that this Paragraph references a February 2021 Title IX subcommittee in a misleading fashion as this

subcommittee was not commissioned to conduct a review of UCO's handling of the claims made by the Plaintiffs, and should therefore be stricken from the record. In fact, the Title IX subcommittee is an *ad hoc* group that is not sanctioned by UCO and does not receive direct support from the university. There is no requirement that UCO accept any of their recommendations.

48. Paragraph 48 is the subject of UCO's Motion to Strike Certain Paragraphs from the Plaintiffs' First Amended Complaint, filed contemporaneously with this answer. To the extent a response is required UCO denies Paragraph 48 and states that this Paragraph references a February 2021 Title IX subcommittee in a misleading fashion as this subcommittee was not commissioned to conduct a review of UCO's handling of the claims made by the Plaintiffs, and should therefore be stricken from the record. In fact, the Title IX subcommittee is an *ad hoc* group that is not sanctioned by UCO and does not receive direct support from the university. There is no requirement that UCO accept any of their recommendations.

49. Regarding the allegations in Paragraph 49 of the FAC, UCO admits Dr. Buss is an Associate Professor and that he previously served as the Chairman of UCO's Department of Theatre Arts between 2017 and 2021. UCO admits Dr. Buss became Interim Assistant Dean of the College of Fine Arts and Design in 2020 and continues to be listed by UCO as serving in that role. UCO denies all other allegations in Paragraph 49 of the FAC.

50. UCO admits the allegations in Paragraph 49 of the FAC regarding awards and honors bestowed upon Dr. Buss during his career at UCO, including student-driven

awards dependent on student nominations such as Dr. Buss' Herbert S. Dordick Outstanding Mentor Award in 2015.

51. UCO admits the allegations in Paragraph 51 of the FAC.

52. UCO denies all allegations in Paragraph 52 of the FAC.

53. UCO denies all allegations in Paragraph 53 of the FAC with the exception of the allegation that Dr. Buss "lavished them with praise, telling them they were smart, talented and mature." UCO admits Dr. Buss engaged in these acts of mentorship and kindness in an effort to cultivate professional relationships and students who could reach their true potential.

54. UCO denies all allegations in Paragraph 54 of the FAC with the exception of the allegation that Dr. Buss invited students, including the student Plaintiffs to out of state school events and went out of his way to secure scholarship funds for all participating students in need to ensure they got to enjoy this opportunity. UCO admits Dr. Buss engaged in these acts of mentorship and kindness in an effort to maximize opportunities for all students, especially those with need for financial assistance.

55. Regarding the allegations in Paragraph 55 of the FAC, UCO is without sufficient knowledge to admit or deny whether the Plaintiffs were thrilled to receive Dr. Buss' attention and praise, or if they felt valued and special, or if they were excited to learn from Dr. Buss. Without the benefit of specific knowledge of the states of mind of each Plaintiff UCO must deny the allegations in this Paragraph.

56. UCO denies all allegations in Paragraph 56 of the FAC.

57. Regarding the allegations in Paragraph 57 of the FAC, UCO denies that Dr. Buss communicated with each of the young women via text and SnapChat. UCO admits that in 2017 Dr. Buss may have communicated with Plaintiffs Summer, Wells, and possibly others via Snapchat and text. UCO denies Dr. Buss used Snapchat to correspond with the Plaintiffs or any other student after the conclusion of the 2017 Title IX investigation. UCO admits Dr. Buss has used text message correspondence with the Plaintiffs and almost all of his students over the years as a method of communication for purposes of educational assignments and other academic-related reasons. Regarding the allegations of closed-door meetings, UCO denies that any closed door meetings between Dr. Buss and female students took place after 2017. UCO admits that between 2012—2017 Dr. Buss did hold some closed-door meetings in an office with a self-closing door. UCO denies all other allegations in Paragraph 57.

58. Regarding the allegations in Paragraph 58 of the FAC, UCO admits Dr. Buss drank alcohol with his students up to 2017 but denies he did so after 2017. UCO admits the remaining allegations in Paragraph 58 of the FAC.

59. UCO admits the allegations in Paragraph 59 of the FAC.

60. Regarding the allegations in Paragraph 60 of the FAC, UCO admits Dr. Buss engaged in flirtatious behavior with male and female students including complimenting them about their appearance. UCO denies this conduct was part of any effort to “groom” students. UCO denies all other allegations in Paragraph 60 of the FAC.

61. UCO lacks sufficient knowledge to admit or deny what rumors the Plaintiffs did or did not hear and therefore denies all allegations in Paragraph 61 of the FAC.

62. Regarding the allegations in Paragraph 62 of the FAC, UCO admits that in the Fall semester of 2017 Dr. Buss and Plaintiff Summar began a mutual romantic relationship which included sexual activity. To the extent Paragraph 62 implies this sexual activity included penetrative sexual intercourse, UCO denies this claim. UCO denies that it was aware of this consensual relationship in 2017 because Plaintiff Summar participated in efforts to hide the relationship, including lying when directly asked about it by a UCO Title IX investigator, and destroying electronic communications that could have substantiated the claim. UCO denies all other allegations in Paragraph 62.

63. Regarding the allegations in Paragraph 63 of the FAC, UCO admits that in the Fall semester of 2017 Plaintiff Brown Russell made a Title IX complaint to UCO. UCO denies that evidence was found to substantiate Plaintiff Brown Russell's allegation that Dr. Buss touched her buttocks as claimed by Brown Russell.

64. Regarding the allegations in Paragraph 64 of the FAC, UCO admits Plaintiff Glidewell provided a statement in support of Plaintiff Brown Russell's Title IX complaint. UCO denies that Plaintiff Glidewell, "attempted to report her own experiences with Buss' inappropriate behavior and sexual harassment." Plaintiff Glidewell was given every opportunity to report any and all claims she had against Dr. Buss which she did. Any claims brought now by Plaintiff Glidewell that were not made known to UCO at the time are time-barred and failed to put UCO on notice of ongoing harassment. *See* UCO's Motion to Dismiss.

65. UCO denies all allegations in Paragraph 65 of the FAC.

66. Regarding the allegations in Paragraph 66 of the FAC, UCO admits Dr. Buss was found “not responsible” in response to the investigation into Plaintiff Brown Russell’s Title IX complaint. UCO denies all other allegations in Paragraph 66.

67. UCO denies all allegations in Paragraph 67 of the FAC.

68. Regarding the allegations in Paragraph 68 of the FAC, UCO admits Plaintiff Brown Russell’s Title IX complaint included an allegation that Plaintiff Summar was engaged in a sexual relationship with Dr. Buss, that Plaintiff Jackson was identified as a corroborating witness who was interviewed by UCO’s Title IX investigator, and that Plaintiff Jackson supplied the investigator with text messages which purported to support the existence of the relationship. UCO denies that any of these allegations demonstrate deliberate indifference or other legal wrongdoing by the university. To the contrary, the investigation, the interviews, the review of documents, and the subsequent remedial measures enacted by UCO demonstrate quite the opposite, that UCO’s response to the Title IX complaint was more than “reasonable,” and was in fact appropriate and proper. Moreover, had Plaintiff Summar not lied about the existence of the relationship and actively destroyed evidence the outcome of the investigation would likely have been far different. But Plaintiff Summar’s actions (and inaction) deprived UCO of actual notice of ongoing alleged harassment. *See* UCO’s Motion to Dismiss.

69. Regarding the allegations in Paragraph 69 of the FAC, UCO admits that during the 2017 Title IX investigation both Plaintiff Summar and Dr. Buss denied the existence of a romantic/sexual relationship. UCO admits Dr. Buss did speak with Plaintiff Wells, but only to inform her that she would be interviewed as a witness in an ongoing

Title IX investigation. UCO denies Dr. Buss manipulated Plaintiff Wells or otherwise coached her on what to say in her interview. UCO denies all other allegations in Paragraph 69 of the FAC.

70. UCO admits the allegations in Paragraph 70 of the FAC.

71. UCO admits the allegations in Paragraph 71 of the FAC.

72. UCO denies the allegations in Paragraph 72 of the FAC.

73. Regarding the allegations in Paragraph 73 of the FAC, UCO admits that Dr. Buss spoke to Plaintiff Heugatter regarding the 2017 Title IX investigation. UCO denies that Dr. Buss told Plaintiff Heugatter the investigation was about a few inappropriate jokes taken the wrong way by students. Dr. Buss told Plaintiff Heugatter the investigation was about whether he was engaged in an inappropriate relationship with a student and that he had been cleared of that claim. UCO denies all other claims in Paragraph 73.

74. UCO denies all allegations in Paragraph 74 of the FAC.

75. UCO denies all allegations in Paragraph 75 of the FAC.

76. Regarding the allegations in Paragraph 76 of the FAC, UCO admits plaintiff Summar filed a Title IX complaint (which was time-barred – *See* UCO’s Motion to Dismiss) in September 2020 in which she admitted for the first time to engaging in a romantic relationship with Dr. Buss in 2017, and that she named Plaintiffs Pena, Wells and Jackson as witnesses. UCO denies all other allegations in Paragraph 76.

77. Regarding the allegations in Paragraph 77 of the FAC, UCO admits in October 2020 Plaintiff Wells filed a Title IX complaint (which was time-barred – *See*

UCO's Motion to Dismiss). UCO denies that Plaintiff Wells experienced any actionable harassment. UCO denies all other allegations in Paragraph 77.

78. UCO is without sufficient knowledge to admit or deny what Plaintiffs Wells and Summar have told Plaintiff Heugatter about their claims, or when such information would have been conveyed. UCO therefore denies all allegations in Paragraph 78.

79. Regarding the allegations in Paragraph 79 of the FAC, UCO admits a "No Contact Order" was put in place in or around October 2020 regarding Plaintiff Wells and Dr. Buss, and that Plaintiff Heugatter was named as the liaison between Plaintiff Wells and Dr. Buss. UCO denies any implication that the creation of this "No Contact Order" is evidence of any wrongdoing by Dr. Buss as it relates to the allegations of Plaintiff Wells or any other Plaintiffs.

80. UCO admits the allegations in Paragraph 80 of the FAC.

81. Regarding the allegations in Paragraph 81 of the FAC, UCO admits Erika Cerda sent correspondence to Plaintiffs Wells and Summar in which she made the comments attributed to her in Paragraph 81. UCO denies that Ms. Cerda's correspondence contained the italics or bolded language in Paragraph 81. UCO further denies any implication of wrongdoing made by the emphasis unilaterally supplied by Plaintiffs to the email in question.

82. Regarding the allegations in Paragraph 82 of the FAC, UCO admits Ms. Cerda and Mary Deter-Billings were scheduled to meet with Plaintiff Wells and separately with Plaintiff Summar on or around November 5-6, 2020.

83. Regarding the allegations in Paragraph 83 of the FAC, UCO admits that Ms. Cerda discussed with Wells the general topics identified by Plaintiffs in Paragraph 83, and that she informed her that Buss took responsibility for most of the allegations that she and Summar brought forth. UCO denies that Ms. Cerda ever used the phrase “full responsibility” and further denies that the summary of the conversation provides an accurate reflection of the information and thoughts Ms. Cerda provided to Wells regarding the formal versus informal processes as applied to Well’s complaint.

84. Regarding the allegations in Paragraph 84 of the FAC, UCO admits Ms. Cerda discussed with Plaintiff Summar the general topics identified by Plaintiffs in Paragraph 84 but denies that Plaintiffs’ summary of the conversation provides an accurate reflection of the information Ms. Cerda provided to Plaintiff Summar.

85. Regarding the allegations in Paragraph 85 of the FAC, UCO admits Plaintiffs Wells and Summar each received a letter dated December 17, 2020 and acknowledged the quoted language contained in the letter. UCO denies Plaintiffs’ characterizations of the letter and denies that Paragraph 85 adequately summarizes the letter.

86. Regarding the allegations in Paragraph 86 of the FAC, UCO admits the first sentence accurately describes a portion of the contents of the letter and denies that the second sentence accurately describes the contents of the letter.

87. Regarding the allegations in Paragraph 87 of the FAC, UCO admits the quoted language is contained in the letter. UCO expressly denies Plaintiffs’

characterization of the language as being in direct contravention of any applicable Title IX regulation.

88. Regarding the allegations in Paragraph 88 of the FAC, UCO admits the letter did not contain links or an enclosure with the policy sections cited in the quote contained in Paragraph 87 of Plaintiffs' FAC. UCO is without sufficient information on which to either admit or deny that Plaintiffs have been unable to locate the relevant policies, and on those grounds, denies the same.

89. UCO admits the allegations in Paragraph 89 of Plaintiffs' FAC.

90. Regarding the allegations in Paragraph 90 of the FAC, UCO denies Plaintiffs' characterization of Cerda's response to Summar's request for more information about the sanctions imposed on Dr. Buss. Ms. Cerda told Plaintiff Summar she could not provide her with the specifics on the actions but confirmed that significant limitations and requirements were put in place, that five (5) actions were taken, and that some of those actions carried multiple limitations/requirements.

91. Regarding the allegations in Paragraph 91 of the FAC, UCO admits Dr. Buss retains his job, tenure, academic rank, and initially retained his role as Chair of the department but he did not seek another term as Chair as part of the remedial measures taken by UCO in response to the September 2020 Title IX complaint. UCO denies the allegations that after the end of the 2020/2021 academic year Dr. Buss continues to teach, direct productions and spend hours of unsupervised and unregulated time with female students.

92. Regarding the allegations in Paragraph 92 of the FAC, UCO admits that in or around April 2021 Dr. Buss, in conjunction with female former student Emily Bond,

who served as his Assistant Director, directed the performance of the play *Everyone*, in which the actors wore custom full-coverage/full-support attire. UCO denies the remaining allegations in Paragraph 92.

93. Regarding the allegations in Paragraph 93 of the FAC, UCO admits some current and former students expressed concerns via social media, email and a Change.Org online petition started by a former student and close friend of Plaintiff Heugatter. UCO denies any implication in Paragraph 93 that it played any role whatsoever in the alleged blocking of emails that were returned as undeliverable. UCO further denies that online expressions of anger by one segment of the community is a proper barometer of what is right and what is wrong, particularly when most, if not all, of those expressing such opinions are doing so without the benefit of knowing all of the facts and circumstances surrounding claims made by seven (7) women over the course of over four (4) years.

94. Regarding Paragraphs 94 – 192 of the FAC, the allegations, and legal causes of action supported by these allegations, in these Paragraphs are all the subject of UCO's Motion to Dismiss filed contemporaneously with this answer. UCO therefore incorporates the Motion to Dismiss by reference herein, and reserves the right to answer any of the Paragraphs, if any, that remain after the Court's ruling on the Motion to Dismiss all Claims of Plaintiffs Summar (Paragraphs 94-112), Wells (Paragraphs 113-127), Pena (Paragraphs 128-139), Jackson (Paragraphs 140-159), Glidewell (Paragraphs 160-179) and Brown Russell (Paragraphs 180-192).

95. Regarding the allegations in Paragraph 193 of the FAC, UCO admits Plaintiff Heugatter was a tenure-track Associate Professor of Theatre Arts, a position she has held

since 2014. UCO admits the remaining allegations in Paragraph 193 except those that relate to Plaintiff Heugatter's personal assessment of the level to which she is a "respected" member of the faculty, a self-serving allegation about which UCO renders no specific opinion in the form of an admission or denial, as what is alleged is essentially a subjective opinion that can vary from person to person depending on who is asked the question.

96. UCO admits the allegations in Paragraph 194 of the FAC.

97. Regarding the allegations in Paragraph 195 of the FAC, UCO admits Plaintiffs Summar and Wells filed a Title IX complaint in 2020. UCO denies all other allegations in Paragraph 195.

98. Regarding the allegations in Paragraph 196 of the FAC, UCO is without sufficient knowledge to admit or deny what Plaintiffs Summar and Wells did or did not tell Plaintiff Heugatter, or even when such alleged discussions took place, and therefore UCO denies all allegations in Paragraph 196.

99. Regarding the allegations in Paragraph 197 of the FAC, UCO admits Plaintiff Heugatter informed Interim Dean Weidell of the 2020 Title IX complaint brought against Dr. Buss. UCO denies the remaining allegations in Paragraph 197.

100. UCO admits the allegations in Paragraph 198 of the FAC.

101. UCO denies the allegations in Paragraph 199 of the FAC.

102. UCO denies the allegations in Paragraph 200 of the FAC.

103. UCO denies the allegations in Paragraph 201 of the FAC.

104. UCO denies the allegations in Paragraph 202 of the FAC.

105. Regarding the allegations in Paragraph 203 of the FAC, UCO admits that in or around October 2020 Dean Weidell did admonish Plaintiff Heugatter to safeguard the confidentiality of the ongoing investigation, something Plaintiff Heugatter had not been doing, particularly in the days immediately prior to Dean Weidell's October meeting with Plaintiff Heugatter. UCO denies that Plaintiff Heugatter's job was threatened. Moreover, at all times Plaintiff Heugatter was encouraged to follow-up with the Title IX Coordinator as necessary to facilitate any support any claims made by the Plaintiffs. UCO denies all other claims in Paragraph 203.

106. UCO denies the allegations in Paragraph 204 of the FAC.

107. Regarding the allegations in Paragraph 205 of the FAC, UCO admits that in or around August 2020 Dr. Buss had discussed the possibility of Plaintiff Heugatter taking the open position of Assistant Chair in the Department. UCO denies that Plaintiff Heugatter was denied the title of Assistant Chair for reasons related to her involvement in the October 2020 Title IX complaint. In fact, the decision to award the Assistant Chair position on an *interim* basis to a male faculty member (Devin Scheef) had been made by Dr. Buss in the Fall of 2020. In or around February 2021 Dean Weidell named Daisy Nystul as the new Chair of the Department, and it was Ms. Nystul who removed the interim tag for Mr. Scheef and made him the full-time Assistant Chair. This decision was made by Ms. Nystul for reasons that had nothing to do with Plaintiff Heugatter's Title IX complaint. UCO denies all other allegations in Paragraph 205.

108. Regarding the allegations in Paragraph 206 of the FAC, UCO admits that in or around April 2021 Plaintiff Heugatter met with Dean Weidell to discuss the outcome of

the 2020 Title IX complaint. UCO is without sufficient knowledge to admit or deny Plaintiff Heugatter was “stunned” by the outcome, and therefore denies the same.

109. Regarding the allegations in Paragraph 207 of the FAC, UCO admits Plaintiff Heugatter made these complaints to Dean Weidell. UCO denies that the substance of these complaints was true.

110. Regarding the allegations in Paragraph 208 of the FAC, UCO admits Plaintiff Heugatter discussed a potential transfer to a different department, and that Dean Weidell asked Plaintiff Heugatter to commit the plan to writing for further examination. UCO denies all other allegations in Paragraph 208.

111. Regarding the allegations in Paragraph 209 of the FAC, UCO admits that Dean Weidell held a follow-up meeting with Plaintiff Heugatter regarding the proposal to transfer to a different department and that the request was ultimately denied (it was denied because the request was entirely unreasonable and untenable based on the fundamental changes it would have required in a separate department). UCO denies all other allegations in Paragraph 210.

112. Regarding the allegations in Paragraph 210 of the FAC, UCO admits the list provided contains some of the requirements for the transfer to take place but denies Plaintiff Heugatter’s inaccurate characterization of several of these steps.

113. Regarding the allegations in Paragraph 211 of the FAC, UCO admits that if the proposal from Plaintiff Heugatter was approved, the new position would be posted and Plaintiff Heugatter would be required to apply for the position. UCO denies all other allegations in Paragraph 211.

114. Regarding the allegations in Paragraph 212 of the FAC, UCO admits Plaintiff Heugatter filed a Title IX complaint in or around April 2021. UCO denies all other allegations in Paragraph 212.

115. UCO denies the substance of the underlying allegations in Paragraph 213 of the FAC.

116. UCO denies the substance of the underlying allegations in Paragraph 214 of the FAC.

117. UCO denies the substance of the underlying allegations in Paragraph 215 of the FAC.

118. Regarding the allegations in Paragraph 216 of the FAC, UCO admits Plaintiff Heugatter continued to push her transfer proposal request which was reviewed and turned down for legitimate, non-discriminatory and non-retaliatory academic and business reasons.

119. Regarding the allegations in Paragraph 217 of the FAC, UCO admits Plaintiff Heugatter continued to push her transfer proposal request, including in a video conference with Provost Simmons and Dean Weidell, who reviewed and turned down the proposal for legitimate, non-discriminatory and non-retaliatory academic and business reasons.

120. UCO denies the allegations in Paragraph 218 of the FAC.

121. UCO denies Plaintiff Heugatter's characterization of her meeting with Provost Simmons as described in Paragraph 219 of the FAC.

122. UCO denies the allegations in Paragraph 220 of the FAC.

123. UCO admits Plaintiff Heugatter raised complaints about the play *Everybody* during her meeting with Provost Simmons and Dean Weidell as alleged in Paragraph 221 of the FAC. UCO denies all other allegations in Paragraph 221.

124. UCO admits Plaintiff Heugatter raised complaints about the play *Everybody* during her meeting with Provost Simmons and Dean Weidell as alleged in Paragraph 222 of the FAC. UCO denies all other allegations in Paragraph 222.

125. UCO admits Plaintiff Heugatter raised complaints about the play *Everybody* during her meeting with Provost Simmons and Dean Weidell as alleged in Paragraph 223 of the FAC. UCO denies all other allegations in Paragraph 223.

126. Regarding the allegations in Paragraph 224 of the FAC, UCO admits Plaintiff Heugatter offered to provide a copy of a recording of the play to Provost Simmons and Dean Weidell, and that they declined this offer, telling Plaintiff Heugatter to instead provide any materials to the Title IX investigator. UCO denies all other allegations in Paragraph 224.

127. UCO denies Plaintiff Heugatter's characterization of the discussions with Provost Simmons as described in Paragraph 225 of the FAC. UCO denies Plaintiff Heugatter was subjected to any retaliation as a consequence of her complaints.

128. UCO denies Plaintiff Heugatter's characterization of the discussions with Provost Simmons as described in Paragraph 226 of the FAC. UCO denies Plaintiff Heugatter was subjected to any retaliation as a consequence of her complaints.

129. UCO denies Plaintiff Heugatter's characterization of the discussions with Provost Simmons as described in Paragraph 227 of the FAC. UCO denies Plaintiff Heugatter was subjected to any retaliation as a consequence of her complaints.

130. UCO denies Plaintiff Heugatter's allegations in Paragraph 228 of the FAC.

131. UCO denies Plaintiff Heugatter's allegations in Paragraph 229 of the FAC.

132. UCO denies Plaintiff Heugatter's allegations in Paragraph 230 of the FAC.

133. UCO admits the allegations in Paragraph 231 of the FAC.

134. UCO denies the allegations in Paragraph 232 of the FAC.

135. UCO denies the allegations in Paragraph 233 of the FAC.

136. UCO denies the allegations in Paragraph 234 of the FAC.

137. UCO admits the allegations in Paragraph 235 of the FAC.

138. UCO denies the allegations in Paragraph 236 of the FAC.

139. Regarding the allegations in Paragraph 237 of the FAC, UCO admits Plaintiff Glidewell twice sent messages to Dean Weidell (the latter after Glidewell was no longer a student and was working in Florida at Disney) claiming Dr. Buss was a sexual predator with no other facts or information to support the claim. In both instances Dean Weidell promised to keep her eyes open for any threat(s) to female UCO students. UCO denies all other allegations in Paragraph 237.

140. UCO denies the allegations in Paragraph 238 of the FAC.

141. Regarding the allegations in Paragraph 239 of the FAC, UCO denies Dean Weidell posted "memes" on Facebook that targeted Plaintiff Heugatter or any other Plaintiffs. The posts were related to political discourse issues, and Plaintiffs' disingenuous

efforts to make the posts about themselves are sublime and laughable. The posts clearly implicate issues surrounding the January 6, 2021 Capitol Insurrection and the subsequent rhetoric of some lawmakers about that event. Absolutely nothing about these posts pertains to the Plaintiffs despite the desperate and transparent attempt by the author of the message found at the end of Paragraph 239 to connect dots that simply don't exist.

142. UCO denies the allegations in Paragraph 240 of the FAC.

143. UCO denies the allegations in Paragraph 241 of the FAC.

144. Regarding Paragraphs 242 – 251 of the FAC, the allegations, and legal causes of action supported by these allegations, in these Paragraphs are all the subject of UCO's Motion to Dismiss filed contemporaneously with this answer. UCO therefore incorporates the Motion to Dismiss by reference herein, and reserves the right to answer any of the Paragraphs, if any, that remain after the Court's ruling on the Motion to Dismiss all Claims of Plaintiffs Summar, Wells, Pena, Jackson, Glidewell, and Brown Russell.

145. Regarding Paragraph 252 of the FAC, UCO incorporates by reference all prior responses as if fully restated herein.

146. UCO denies the allegations, causes of action, and requests for relief contained in Paragraphs 253-258 and the unnumbered "Wherefore" Paragraph under "Relief Requested."

ADDITIONAL DEFENSES

1. UCO incorporates by reference all arguments, authorities, and requests for relief made in its Motion to Dismiss and Motion to Strike, both pleadings filed contemporaneously with this answer to the FAC.

2. The student Plaintiffs have failed to state claims upon which relief may be granted.

3. Plaintiff Heugatter has failed to state a claim upon which relief may be granted.

4. All material adverse employment actions (if any) taken regarding Plaintiff Heugatter were supported by legitimate, non-discriminatory, and non-retaliatory academic and business reasons.

5. At all times UCO has acted in good faith and in compliance with its obligations under Title IX.

6. Plaintiffs Summar and Brown Russell's claims should be dismissed because: (1) their claims are time-barred, and (2) because neither one can show UCO had either actual knowledge of ongoing harassment or engaged in deliberate indifference.

7. Plaintiffs Wells and Pena's claims should be dismissed because: (1) their claims do not rise to the level of actionable harassment, and (2) neither can show UCO had either actual knowledge of ongoing harassment or engaged in deliberate indifference.

8. Plaintiffs Jackson and Glidewell's claims should be dismissed because: (1) their claims are time-barred, (2) their claims do not rise to the level of actionable harassment, and (3) because they cannot show UCO had either actual knowledge of ongoing harassment or engaged in deliberate indifference.

9. With permission of the Court, UCO reserves the right to plead additional defenses as they are identified during the course of discovery in this matter.

WHEREFORE, Defendant The State of Oklahoma *ex rel* University of Central Oklahoma prays that Plaintiffs recover nothing by way of their First Amended Original Complaint and Jury Demand, that judgment be entered in FACor of The State of Oklahoma *ex rel* University of Central Oklahoma and against Plaintiffs, and that The State of Oklahoma *ex rel* University of Central Oklahoma be awarded its costs, attorney fees, and such other and further relief as appropriate under the law and at the discretion of this Court.

Respectfully submitted,

s/ Mary P. Snyder

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ATTORNEYS FOR DEFENDANT

CERTIFICATE OF SERVICE

I hereby certify that on this 24th day of September, 2021, I electronically transmitted the attached document to the Court Clerk using the ECF System for filing. Based on the records currently on file, the Clerk of Court will transmit a Notice of Electronic Filing to the following ECF registrants (names only are sufficient):

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s/ Mary P. Snyder

MARY P. SNYDER