IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF OHIO
EASTERN DIVISION

Christine Adams, *et al.*,	:	
	:	
Plaintiffs,	:	Case No. 17 CV 00200
	:	
vs.	:	
	:	Judge Marbley
Ohio University, *et al.*,	:	Magistrate Judge Jolson
	:	
Defendants.	:	

ANSWER OF DEFENDANT ANDREW ESCOBEDO

Defendant Andrew Escobedo (Defendant or Escobedo), through counsel, states the following as his Answer to Plaintiffs' Complaint (the "Complaint"):

1. Escobedo admits that Plaintiff Adams is a female and was a graduate student at Ohio University ("OU") at the time of the alleged events described in the Complaint. Escobedo lacks knowledge or information sufficient to form a belief about the truth of the remaining allegations contained in paragraph 1 of the Complaint, and they are therefore denied.

2. Escobedo admits that Plaintiff Hempstead is a female and was a graduate student at OU at the time of the alleged events described in the Complaint. Escobedo lacks knowledge or information sufficient to form a belief about the truth of the remaining allegations contained in paragraph 2 of the Complaint, and they are therefore denied.

3. Escobedo admits the allegations contained in paragraph 3 of the Complaint.

4. Escobedo admits the allegations contained in paragraph 4 of the Complaint.

5. Escobedo admits the allegations contained in paragraph 5 of the Complaint.

6. Escobedo admits that at the time of the alleged events described in the Complaint, he was an employee of OU. Defendant denies the remaining allegations contained in paragraph 6 of the Complaint.

7. Escobedo admits the allegations contained in paragraph 7 of the Complaint.

8. Escobedo admits the allegations contained in paragraph 8 of the Complaint.

9. Escobedo admits the allegations contained in paragraph 9 of the Complaint.

10. Escobedo admits that at the time of the alleged events described in the Complaint, he and Defendant McLaughlin were employees of OU. Escobedo lacks knowledge or information sufficient to form a belief about the truth of the remaining allegations contained in paragraph 10 of the Complaint, and they are therefore denied.

11. Escobedo denies the allegations contained in paragraph 11 of the Complaint.

12. The allegations of paragraph 12 call for a legal conclusion for which no response is warranted. To the extent paragraph 12 contains allegations requiring a response, Escobedo admits that this Court has subject matter jurisdiction over this matter. Escobedo denies the remaining allegations set forth in paragraph 12 of the Complaint.

13. The allegations of paragraph 13 call for a legal conclusion for which no response is warranted. To the extent paragraph 13 contains allegations requiring a response, Escobedo admits that venue over this matter is appropriate in this Court. Escobedo denies the remaining allegations set forth in paragraph 12 of the Complaint.

14. Escobedo admits the allegations contained in paragraph 14 of the Complaint.

15. Escobedo admits the allegations contained in paragraph 15 of the Complaint.

16. Escobedo admits that on or around November 30, 2015, he sent an email to all students enrolled in his English 5950 class, which was team-taught with two other co-instructors,

and which email speaks for itself. Escobedo admits that the email invited "[w]hoever [was] free" to join Escobedo for an end-of-course celebration on the following Thursday at 7pm at Jackie O's Pub "for a soda water or other," and that the email expressly also invited the class co-instructors to attend. Escobedo denies the remaining allegations contained in paragraph 16 of the Complaint.

17. Escobedo admits that the end-of-course celebration was set to begin at 7:00 pm on December 3, 2015. Escobedo lacks knowledge or information sufficient to form a belief about the truth of the remaining allegations contained in paragraph 17 of the Complaint, and they are therefore denied.

18. Escobedo denies the allegations contained in paragraph 18 of the Complaint. Answering further, Escobedo states that upon his arrival at Jackie O's, he ordered food and one round of drinks for the group, which consisted of himself, approximately 11 students, and the two other co-instructors of the English 5950 class.

19. Escobedo denies the allegations contained in paragraph 19 of the Complaint.

20. Escobedo admits that at approximately 9:45 pm on December 3, 2016, and at Plaintiff Adams' suggestion, a group (but not all) of the students in attendance at Jackie O's and Escobedo relocated to Tony's Tavern. Answering further, Plaintiff Adams suggested that Escobedo walk with her and the other students to the new location. Escobedo denies the remaining allegations contained in paragraph 20 of the Complaint.

21. Escobedo admits those who relocated from Jackie O's to Tony's Tavern arrived at approximately 10:10 p.m. Escobedo denies all remaining allegations contained in paragraph 21 of the Complaint.

22. Escobedo admits that throughout the evening, he bought approximately five rounds of drinks for those in attendance and who wanted drinks. Escobedo denies the remaining allegations and characterizations set forth in paragraph 22 of the Complaint.

23. Escobedo denies the allegations contained in paragraph 23 of the Complaint.

24. Escobedo admits that for some portion of the time that the group was at Tony's Tavern, Plaintiff Adams sat to Escobedo's right. Escobedo denies that Plaintiff Hempstead was seated to his left. Answering further, Escobedo states that there were numerous times during the evening when he, Plaintiff Adams, and/or Plaintiff Hempstead were separately away from the table and separately returned to the table. Escobedo denies the remaining allegations contained in paragraph 24 of the Complaint.

25. Escobedo denies the allegations contained in paragraph 25 of the Complaint.

26. Escobedo denies the allegations contained in paragraph 26 of the Complaint.

27. Escobedo denies the allegations contained in paragraph 27 of the Complaint.

28. Escobedo denies the allegations contained in paragraph 28 of the Complaint.

29. Escobedo denies the allegations contained in paragraph 29 of the Complaint.

30. Escobedo denies the allegations contained in paragraph 30 of the Complaint.

31. Escobedo denies the allegations contained in paragraph 31 of the Complaint. Answering further, Defendant expressly denies that Adams subjectively believed that how she interacted with Escobedo could impact her grade since Plaintiff Adams knew that the portion of her grade still outstanding was to be submitted by one of the co-instructors, not Escobedo.

32. Escobedo denies the allegations contained in paragraph 32 of the Complaint.

33. The allegations of paragraph 33 call for a legal conclusion for which no response is warranted. To the extent paragraph 33 contains allegations requiring a response, Escobedo denies the allegations contained in paragraph 33 of the Complaint.

34. Escobedo admits that he bought a total of five rounds of drinks for those that wanted them over the course of the evening at Jackie O's and Tony's Tavern. Escobedo denies the remaining allegations and characterizations contained in paragraph 34 of the Complaint.

35. Escobedo admits the allegations contained in paragraph 35 of the Complaint.

36. In response to paragraph 36 of the Complaint, Escobedo denies the allegation that he "caught up with the two students." Answering further, Escobedo states that those still in attendence left Tony's Tavern together and that he, Plaintiff Adams, and Jessica Cogar walked together in toward OU campus. Escobedo denies any remaining allegations contained in paragraph 36 of the Complaint.

37. Escobedo admits the allegations contained in paragraph 37 of the Complaint with the clarification that the "group" consisted of Escobedo, Plaintiff Adams, and Jessica Cogar.

38. Escobedo denies the allegations contained in paragraph 38 of the Complaint.

39. Escobedo denies the allegations contained in paragraph 39 of the Complaint.

40. Escobedo denies the allegations contained in paragraph 40 of the Complaint.

41. Escobedo denies the allegations contained in paragraph 41 of the Complaint.

42. Escobedo denies the allegations contained in paragraph 42 of the Complaint.

43. Escobedo denies the allegations contained in paragraph 43 of the Complaint.

44. Escobedo admits that after Cogar exited Ellis Hall, he said his goodbyes to both Plaintiff Adams and Cogar and left to retrieve his car. Escobedo denies the remaining

allegations and characterizations contained in paragraph 44 of the Complaint, including but not limited to the suggestion that Plaintiff Adams was not always free to leave.

45. Escobedo admits the allegations contained in paragraph 45 of the Complaint.

46. Escobedo admits that in the fall of 2015, Plaintiff Hempstead was enrolled in ENG 5950, which was team-taught by Escobedo and two other co-instructors. Escobedo denies any remaining allegations contained in paragraph 46 of the Complaint.

47. Escobedo admits that on or around November 30, 2015, he sent an email to all students enrolled in his English 5950 class, which was team-taught with two other co-instructors, and which email speaks for itself. Escobedo admits that the email invited "[w]hoever [was] free" to join Escobedo for an end of the course celebration on the following Thursday at 7pm at Jackie O's Pub "for a soda water or other" and that the email expressly also invited the class co-instructors to attend. Escobedo denies the remaining allegations and characterizations contained in paragraph 47 of the Complaint.

48. Escobedo admits that the end-of-course celebration was set to begin at 7:00 pm on December 3, 2015. Escobedo lacks knowledge or information sufficient to form a belief about the truth of the remaining allegations contained in paragraph 48 of the Complaint, and they are therefore denied.

49. Escobedo admits the allegations of paragraph 49 of the Complaint except for the allegation that Escobedo "put his hands on Plaintiff Hempstead's back."

50. Escobedo denies the allegations contained in paragraph 50 of the Complaint.

51. Escobedo admits the allegations contained in paragraph 51 of the Complaint.

52. Escobedo denies the allegations contained in paragraph 52 of the Complaint.

53. Escobedo denies the allegations contained in paragraph 53 of the Complaint.

54. Escobedo denies the allegations contained in paragraph 54 of the Complaint.

55. Escobedo denies the allegations contained in paragraph 55 of the Complaint.

56. The allegations of paragraph 56 call for a legal conclusion for which no response is warranted. To the extent paragraph 56 contains allegations requiring a response, Escobedo denies the allegations contained in paragraph 56 of the Complaint.

57. Escobedo denies the allegations contained in paragraph 57 of the Complaint.

58. Escobedo admits that at approximately 9:45 pm on December 3, 2016, and at Plaintiff Adams suggestion, a group (but not all) of the students in attendance at Jackie O's and Escobedo relocated to Tony's Tavern. Answering further, Plaintiff Adams suggested that Escobedo walk with her and the other students to the new location. Escobedo denies the remaining allegations contained in paragraph 58 of the Complaint.

59. Escobedo admits those who relocated from Jackie O's to Tony's Tavern arrived at approximately 10:10 p.m. Escobedo denies all remaining allegations contained in paragraph 59 of the Complaint.

60. Escobedo admits that throughout the evening, he bought approximately five rounds of drinks for those in attendance and who wanted drinks. Escobedo denies the remaining allegations and characterizations set forth in paragraph 60 of the Complaint.

61. Escobedo denies the allegations contained in paragraph 61 of the Complaint.

62. Escobedo denies the allegations contained in paragraph 62 of the Complaint.

63. Escobedo denies the allegations contained in paragraph 63 of the Complaint.

64. Escobedo denies the allegations contained in paragraph 64 of the Complaint.

65. Escobedo admits that Plaintiff Hempstead left Tony's Tavern at approximately 10:45 pm. Escobedo denies the remaining allegations and characterizations contained in paragraph 65 of the Complaint.

66. Escobedo denies the allegations contained in paragraph 66 of the Complaint.

67. Escobedo denies the allegations contained in paragraph 67 of the Complaint.

68. Escobedo admits that in 2016, ECRC received reports of and investigated six alleged possible violations of Ohio University Sexual Misconduct Policy 03.004 by Escobedo, and that a copy of 2016 ECRC Memorandum of Findings is attached as Exhibit A to the Complaint. Escobedo denies the remaining allegations contained in paragraph 68 of the Complaint, including the suggestion that Escobedo has been reported to the ECRC six separate times since 2004.

69. Escobedo denies the allegations contained in paragraph 69 of the Complaint.

70. Escobedo admits that Professor Marsha Dutton is a professor in OU's English Department and was a witness in the 2016 ECRC investigation. Escobedo lacks knowledge or information sufficient to form a belief about the truth of the remaining allegations contained in paragraph 70 of the Complaint, and they are therefore denied.

71. Escobedo admits that ECRC conducted a "climate survey" of the OU English Department in or around 2006. Escobedo denies that there were reports that he was engaging in sexual relationships and making sexual advances towards students. Escobedo lacks knowledge or information sufficient to form a belief about the truth of the remaining allegations contained in paragraph 71 of the Complaint, and they are therefore denied.

72. Escobedo lacks knowledge or information sufficient to form a belief about the truth of the allegations contained in paragraph 72 of the Complaint, and they are therefore denied.

73. Escobedo denies the allegations contained in paragraph 73 of the Complaint.

74. Escobedo admits the allegations contained in paragraph 74 of the Complaint.

75. The allegations of paragraph 75 call for a legal conclusion for which no response is warranted. To the extent paragraph 75 contains allegations requiring a response, Escobedo denies the allegations.

76. Escobedo admits that the record of ECRC's 2016 investigation indicates that Professor Zionkowski told the ECRC investigation the statement that is attributed to her in paragraph 76 of the Complaint. Escobedo denies that Professor Zionkowski's statement is true. Escobedo denies the remaining allegations contained in paragraph 76 of the Complaint.

77. Escobedo denies the allegations contained in paragraph 77 of the Complaint.

78. Escobedo admits that Defendant McLaughlin was department chair in 2006 and that no one, including McLaughlin, took any remedial actions against Escobedo in 2006. Escobedo further admits that the record of ECRC's 2016 investigation indicates that McLaughlin made the statement attributed to him in paragraph 78 of the Complaint. Escobedo denies the remaining allegations contained in paragraph 78 of the Complaint.

79. Escobedo denies that he has a tendency to become sexually involved with his students. Escobedo lacks knowledge or information sufficient to form a belief about the truth of the remaining allegations contained in paragraph 79 of the Complaint, and they are therefore denied.

80. Escobedo denies that he has a proclivity to make sexual advances towards students. Escobedo lacks knowledge or information sufficient to form a belief about the truth of the remaining allegations contained in paragraph 80 of the Complaint, and they are therefore denied.

81. Escobedo lacks knowledge or information sufficient to form a belief about the truth of the allegations contained in paragraph 81 of the Complaint, and they are therefore denied.

82. Escobedo admits the he has had and currently has a personal friendship with Defendant McLaughlin. Escobedo denies all remaining allegations contained in paragraph 82 of the Complaint.

83. Escobedo denies the allegations contained in paragraph 83 of the Complaint.

84. Escobedo denies the allegations contained in paragraph 84 of the Complaint.

85. Escobedo admits that ECRC conducted a "climate survey" of the OSU English Department in or around 2006 and that the climate survey did not lead to any punishment or reprimand of Escobedo. Escobedo denies that he instigated and pursued sexual relationships with students, and further denies that he effectively "got away" with any acts. Escobedo denies the remaining allegations contained in paragraph 85 of the Complaint.

86. Escobedo lacks knowledge or information sufficient to form a belief about the truth of the remaining allegations contained in paragraph 86 of the Complaint, and they are therefore denied.

87. The allegations of paragraph 87 call for a legal conclusion for which no response is warranted. To the extent paragraph 87 contains allegations requiring a response, Escobedo denies the allegations.

88. Escobedo denies that he sought young, female students to make sexual advances. Escobedo states that to the best of his memory, few to no students indicated that they did not feel safe in response to the climate survey. Escobedo lacks knowledge or information sufficient to form a belief about the truth of the remaining allegations contained in paragraph 88 of the Complaint, and they are therefore denied.

89. Escobedo lacks knowledge or information sufficient to form a belief about the truth of the allegations contained in paragraph 89 of the Complaint, and they are therefore denied.

90. Escobedo denies the allegations contained in paragraph 90 of the Complaint.

91. Escobedo admits that OU Interim President David Descutner sent a letter to Escobedo dated March 2, 2017, the contents of which speak for itself. Escobedo denies the remaining allegations contained in paragraph 91 of the Complaint.

92. Escobedo denies the allegations contained in paragraph 92 of the Complaint.

93. Escobedo denies the allegations contained in paragraph 93 of the Complaint.

94. Escobedo denies the allegations contained in paragraph 94 of the Complaint.

95. Escobedo lacks knowledge or information sufficient to form a belief as to whether Defendant McLaughlin and other professors in the English Department have tried to convince the Plaintiffs “to forgive” Escobedo. Escobedo denies the remaining allegations contained in paragraph 95 of the Complaint.

96. Escobedo denies that he has engaged in any sexual misconduct. Escobedo denies the remaining allegations contained in paragraph 96 of the Complaint.

97. In response to paragraph 97 of the Complaint, Escobedo incorporates all of his responses previously set forth above as if restated here in full.

98. The allegations set forth in paragraphs 98-117 of the Complaint are directed to Defendant Ohio University, and therefore no response from Escobedo is required. To the extent a response is required, Escobedo denies those allegations.

99. In response to paragraph 118 of the Complaint, Escobedo incorporates all of his responses previously set forth above as if restated here in full.

100. The allegations set forth in paragraphs 119-136 of the Complaint are directed to Defendant Ohio University, and therefore no response from Escobedo is required. To the extent a response is required, Escobedo denies those allegations.

101. In response to paragraph 137 of the Complaint, Escobedo incorporates all of his responses previously set forth above as if restated here in full.

102. The allegations set forth in paragraphs 138-146 of the Complaint are directed to Defendant Ohio University, and therefore no response from Escobedo is required. To the extent a response is required, Escobedo denies those allegations.

103. In response to paragraph 147 of the Complaint, Escobedo incorporates all of his responses previously set forth above as if restated here in full.

104. The allegations set forth in paragraphs 148-156 of the Complaint are directed to Defendant Ohio University, and therefore no response from Escobedo is required. To the extent a response is required, Escobedo denies those allegations.

105. In response to paragraph 157 of the Complaint, Escobedo incorporates all of his responses previously set forth above as if restated here in full.

106. The allegations set forth in paragraphs 158-171 of the Complaint are directed to Defendant Ohio University, and therefore no response from Escobedo is required. To the extent a response is required, Escobedo denies those allegations.

107. In response to paragraph 172 of the Complaint, Escobedo incorporates all of his responses previously set forth above as if restated here in full.

108. The allegations of paragraph 173 call for a legal conclusion for which no response is warranted. To the extent paragraph 173 contains allegations requiring a response, Escobedo denies the allegations contained in paragraph 173 of the Complaint.

109. Escobedo denies the allegations contained in paragraph 174 of the Complaint.

110. Escobedo denies the allegations contained in paragraph 175 of the Complaint.

111. Escobedo denies the allegations contained in paragraph 176 of the Complaint.

112. Escobedo denies the allegations contained in paragraph 177 of the Complaint.

113. Escobedo denies the allegations contained in paragraph 178 of the Complaint.

114. Escobedo admits that he was the instructor-of-record for ENG 5950. Escobedo denies the remaining allegations contained in paragraph 179 of the Complaint.

115. Escobedo admits that he was the instructor-of-record for ENG 5950. Escobedo denies that he had any control over that portion of Plaintiff Adam's outstanding grade for ENG 5950 on the evening of December 3-4, 2015. Escobedo denies the remaining allegations contained in paragraph 180 of the Complaint.

116. Escobedo denies the allegations contained in paragraph 181 of the Complaint.

117. Escobedo denies the allegations contained in paragraph 182 of the Complaint.

118. Escobedo denies the allegations contained in paragraph 183 of the Complaint.

119. Escobedo denies the allegations contained in paragraph 184 of the Complaint.

120. Escobedo denies the allegations contained in paragraph 185 of the Complaint.

121. Escobedo denies the allegations contained in paragraph 186 of the Complaint.

122. Escobedo denies the allegations contained in paragraph 187 of the Complaint.

123. Escobedo denies the allegations contained in paragraph 188 of the Complaint.

124. In response to paragraph 189 of the Complaint, Escobedo incorporates all of his responses previously set forth above as if restated here in full.

125. The allegations of paragraph 190 call for a legal conclusion for which no response is warranted. To the extent paragraph 190 contains allegations requiring a response, Escobedo denies the allegations contained in paragraph 190 of the Complaint.

126. Escobedo denies the allegations contained in paragraph 191 of the Complaint.

127. Escobedo denies the allegations contained in paragraph 192 of the Complaint.

128. Escobedo denies the allegations contained in paragraph 193 of the Complaint.

129. Escobedo denies the allegations contained in paragraph 194 of the Complaint.

130. Escobedo denies the allegations contained in paragraph 195 of the Complaint.

131. Escobedo denies that he had any control over that portion of Plaintiff Adam's outstanding grade for ENG 5950 on the evening of December 3-4, 2015. Escobedo denies the remaining allegations contained in paragraph 196 of the Complaint.

132. Escobedo denies the allegations contained in paragraph 197 of the Complaint.

133. Escobedo denies the allegations contained in paragraph 198 of the Complaint.

134. Escobedo denies the allegations contained in paragraph 199 of the Complaint.

135. Escobedo denies the allegations contained in paragraph 200 of the Complaint.

136. Escobedo denies the allegations contained in paragraph 201 of the Complaint.

137. Escobedo denies the allegations contained in paragraph 202 of the Complaint.

138. In response to paragraph 203 of the Complaint, Escobedo incorporates all of his responses previously set forth above as if restated here in full.

139. The allegations of paragraph 204 call for a legal conclusion for which no response is warranted. To the extent paragraph 204 contains allegations requiring a response, Escobedo denies the allegations contained in paragraph 204 of the Complaint.

140. Escobedo denies the allegations contained in paragraph 205 of the Complaint.

141. Escobedo denies the allegations contained in paragraph 206 of the Complaint.

142. Escobedo denies the allegations contained in paragraph 207 of the Complaint.

143. Escobedo denies the allegations contained in paragraph 208 of the Complaint.

144. Escobedo denies the allegations contained in paragraph 209 of the Complaint.

145. Escobedo denies the allegations contained in paragraph 210 of the Complaint.

146. Escobedo denies the allegations contained in paragraph 211 of the Complaint.

147. Escobedo denies the allegations contained in paragraph 212 of the Complaint.

148. Escobedo denies the allegations contained in paragraph 213 of the Complaint.

149. In response to paragraph 214 of the Complaint, Escobedo incorporates all of his responses previously set forth above as if restated here in full.

150. The allegations set forth in paragraphs 215-227 of the Complaint are directed to Defendant McLaughlin in his official capacity, and therefore no response from Escobedo is required. To the extent a response is required, Escobedo denies those allegations.

151. In response to paragraph 228 of the Complaint, Escobedo incorporates all of his responses previously set forth above as if restated here in full.

152. The allegations set forth in paragraphs 229-237 of the Complaint are directed to Defendant McLaughlin in his individual capacity, and therefore no response from Escobedo is required. To the extent a response is required, Escobedo denies those allegations.

153. In response to paragraph 238 of the Complaint, Escobedo incorporates all of his responses previously set forth above as if restated here in full.

154. The allegations set forth in paragraphs 239-255 of the Complaint are directed to Defendant Ohio University, and therefore no response from Escobedo is required. To the extent a response is required, Escobedo denies those allegations.

155. In response to paragraph 256 of the Complaint, Escobedo incorporates all of his responses previously set forth above as if restated here in full.

156. The allegations set forth in paragraphs 257-270 of the Complaint are directed to Defendant Ohio University, and therefore no response from Escobedo is required. To the extent a response is required, Escobedo denies those allegations.

157. In response to paragraph 271 of the Complaint, Escobedo incorporates all of his responses previously set forth above as if restated here in full.

158. The allegations set forth in paragraphs 272-280 of the Complaint are directed to Defendant Ohio University, and therefore no response from Escobedo is required. To the extent a response is required, Escobedo denies those allegations.

159. In response to paragraph 281 of the Complaint, Escobedo incorporates all of his responses previously set forth above as if restated here in full.

160. The allegations set forth in paragraphs 282-290 of the Complaint are directed to Defendant Ohio University, and therefore no response from Escobedo is required. To the extent a response is required, Escobedo denies those allegations.

161. In response to paragraph 291 of the Complaint, Escobedo incorporates all of his responses previously set forth above as if restated here in full.

162. The allegations set forth in paragraphs 292-305 of the Complaint are directed to Defendant Ohio University, and therefore no response from Escobedo is required. To the extent a response is required, Escobedo denies those allegations.

163. In response to paragraph 306 of the Complaint, Escobedo incorporates all of his responses previously set forth above as if restated here in full.

164. The allegations of paragraph 307 call for a legal conclusion for which no response is warranted. To the extent paragraph 307 contains allegations requiring a response, Escobedo denies the allegations contained in paragraph 307 of the Complaint.

165. Escobedo denies the allegations contained in paragraph 308 of the Complaint.

166. Escobedo denies the allegations contained in paragraph 309 of the Complaint.

167. Escobedo denies the allegations contained in paragraph 310 of the Complaint.

168. Escobedo admits that he was acting as an employee of OU on the evening of December 3-4, 2015. Escobedo denies the remaining allegations contained in paragraph 311 of the Complaint.

169. Escobedo denies the allegations contained in paragraph 312 of the Complaint.

170. Escobedo denies the allegations contained in paragraph 313 of the Complaint.

171. Escobedo denies the allegations contained in paragraph 314 of the Complaint.

172. Escobedo admits that he was the instructor-of-record for ENG 5950. Escobedo denies the remaining allegations contained in paragraph 315 of the Complaint.

173. Escobedo admits that he was the instructor-of-record for ENG 5950 and that he had control over that portion of Plaintiff Hempstead's outstanding grade for ENG 5950 on the evening of December 3-4, 2015. Escobedo denies the remaining allegations contained in paragraph 316 of the Complaint.

174. Escobedo denies the allegations contained in paragraph 317 of the Complaint.

175. Escobedo denies the allegations contained in paragraph 318 of the Complaint.

176. Escobedo denies the allegations contained in paragraph 319 of the Complaint.

177. Escobedo denies the allegations contained in paragraph 320 of the Complaint.

178. Escobedo denies the allegations contained in paragraph 321 of the Complaint.

179. In response to paragraph 322 of the Complaint, Escobedo incorporates all of his responses previously set forth above as if restated here in full.

180. The allegations of paragraph 323 call for a legal conclusion for which no response is warranted. To the extent paragraph 323 contains allegations requiring a response, Escobedo denies the allegations contained in paragraph 323 of the Complaint.

181. Escobedo denies the allegations contained in paragraph 324 of the Complaint.

182. Escobedo denies the allegations contained in paragraph 325 of the Complaint.

183. Escobedo denies the allegations contained in paragraph 326 of the Complaint.

184. Escobedo denies the allegations contained in paragraph 327 of the Complaint.

185. Escobedo denies the allegations contained in paragraph 328 of the Complaint.

186. Escobedo admits that on the evening of December 3-4, 2015, he had not yet assigned a final grade for that portion of Plaintiff Hempstead grade still outstanding for ENG 5950. Escobedo denies the remaining allegations contained in paragraph 329 of the Complaint.

187. Escobedo denies the allegations contained in paragraph 330 of the Complaint.

188. Escobedo denies the allegations contained in paragraph 331 of the Complaint.

189. Escobedo denies the allegations contained in paragraph 332 of the Complaint.

190. Escobedo denies the allegations contained in paragraph 333 of the Complaint.

191. Escobedo denies the allegations contained in paragraph 334 of the Complaint.

192. Escobedo denies the allegations contained in paragraph 335 of the Complaint.

193. In response to paragraph 336 of the Complaint, Escobedo incorporates all of his responses previously set forth above as if restated here in full.

194. The allegations of paragraph 337 call for a legal conclusion for which no response is warranted. To the extent paragraph 337 contains allegations requiring a response, Escobedo denies the allegations contained in paragraph 337 of the Complaint.

195. Escobedo denies the allegations contained in paragraph 338 of the Complaint.

196. Escobedo denies the allegations contained in paragraph 339 of the Complaint.

197. Escobedo denies the allegations contained in paragraph 340 of the Complaint.

198. Escobedo denies the allegations contained in paragraph 341 of the Complaint.

199. Escobedo denies the allegations contained in paragraph 342 of the Complaint.

200. Escobedo denies the allegations contained in paragraph 343 of the Complaint.

201. Escobedo denies the allegations contained in paragraph 344 of the Complaint.

202. Escobedo denies the allegations contained in paragraph 345 of the Complaint.

203. In response to paragraph 346 of the Complaint, Escobedo incorporates all of his responses previously set forth above as if restated here in full.

204. The allegations set forth in paragraphs 347-359 of the Complaint are directed to Defendant McLaughlin in his official capacity, and therefore no response from Escobedo is required. To the extent a response is required, Escobedo denies those allegations.

205. In response to paragraph 360 of the Complaint, Escobedo incorporates all of his responses previously set forth above as if restated here in full.

206. The allegations set forth in paragraphs 361-369 of the Complaint are directed to Defendant McLaughlin in his individual capacity, and therefore no response from Escobedo is required. To the extent a response is required, Escobedo denies those allegations.

207. Escobedo denies all allegations contained in Plaintiffs' Complaint not specifically and expressly admitted to be true herein.

208. Plaintiffs' Prayer for Relief states conclusions of law to which no response is required or necessary. To the extent any response is necessary, Escobedo denies that Plaintiffs are entitled to any of the relief demanded.

ADDITIONAL DEFENSES

Without assuming any burdens that it would not otherwise bear, Defendants assert the following additional defenses.

FIRST DEFENSE

209. Plaintiffs' Complaint is barred in whole or in part for failure to state a claim upon which relief can be granted.

SECOND DEFENSE

210. Plaintiffs' Complaint is barred in whole or in part by the doctrine of qualified immunity.

THIRD DEFENSE

211. Plaintiffs' Complaint is barred in whole or in part for failure to mitigate damages.

FOURTH DEFENSE

212. Defendant reserves the right to assert all defenses that may become known or available to it as a result of discovery in this matter or by virtue of any other reason.

WHEREFORE, Defendant Escobedo hereby demands that all claims against him be dismissed with prejudice and that the Court grant Defendant Escobedo his attorneys' fees, costs, and expenses incurred in defending this matter, and be granted any and all other relief, whether legal or equitable, that this Court deems just and proper.

Respectfully submitted,

/s/ Julia A. Davis
Julia A. Davis, Trial Attorney (0031266)
Gerhardt A. Gosnell II (0064919)

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Counsel for Defendant Andrew Escobedo

CERTIFICATE OF SERVICE

The undersigned hereby certifies that on April 20, 2017, a copy of the foregoing *Answer of Defendant Andrew Escobedo* was filed with the Court using the Clerk of Court's electronic filing system, which will send notice of this filing to all parties that have entered an appearance in this matter.

/s/ Julia A. Davis
Julia A. Davis