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FEB 22 2016
SALLY HOWE SMITH, COURT CLERK
STATE OF OKLA. TULSA COUNTY

IN THE DISTRICT COURT OF TULSA COUNTY
STATE OF OKLAHOMA

GEORGE W. BARNETT III,
Plaintiff,

v.

Case No. CJ-2016-00139

THE UNIVERSITY OF TULSA,
Defendant.

DEFENDANT'S ANSWER AND AFFIRMATIVE DEFENSES

COMES NOW the Defendant, The University of Tulsa (hereinafter referred to as "Defendant," "TU," and/or "the University"), by and through its undersigned counsel, and in response to Plaintiff's Petition, hereby submits its Answer and Affirmative Defenses. Each of the allegations contained in Plaintiff's Petition is denied, unless otherwise expressly admitted herein. Subject to the foregoing, Defendant states as follows:

PARTIES, JURISDICTION AND VENUE

1. For lack of information sufficient to justify a belief in the truth therein, Defendant denies the allegations contained in Paragraph 1 of Plaintiff's Petition.
2. Defendant admits the allegations contained in Paragraph 2 of Plaintiff's Petition.
3. Defendant admits the allegations contained in Paragraph 3 of Plaintiff's Petition.
4. Defendant admits that venue and jurisdiction are proper before this Court but denies that any of the acts alleged in Plaintiff's Petition occurred and/or give rise to a cause of action against Defendant.

GENERAL ALLEGATIONS

5. Defendant denies the allegations contained in Paragraph 5 of Plaintiff's Petition.

6. Defendant admits that Christopher Mangum is not Defendant's student but for lack of information sufficient to justify a belief therein, denies each and every remaining allegation contained in Paragraph 6 of Plaintiff's Petition.

7. Defendant admits that there were postings on Plaintiff's Facebook page, but for lack of information sufficient to justify a belief therein, denies each and every remaining allegation contained in Paragraph 7 of Plaintiff's Petition.

8. Defendant admits that on or about September 29, 2014, Senior Vice Provost Winona Tanaka met with Professor Susan Barrett and received a formal complaint regarding postings on Barnett's Facebook page, but denies each and every remaining allegation contained in Paragraph 8 of Plaintiff's Petition.

9. Defendant admits that Tanaka met with Barnett on September 30, 2014 but denies each and every remaining allegation contained in Paragraph 9 of Plaintiff's Petition.

10. Defendant admits that Barrett submitted a written formal complaint to Tanaka on October 3, 2014 but denies each and every remaining allegation contained in Paragraph 10 of Plaintiff's Petition.

11. Defendant denies the allegations contained in Paragraph 11 of Plaintiff's Petition.

12. Defendant denies the allegations contained in Paragraph 12 of Plaintiff's Petition.

13. Defendant admits that certain faculty and students went on a trip to Ireland but denies each and every remaining allegation contained in Paragraph 13 of Plaintiff's Petition.

14. Defendant denies the allegations contained in Paragraph 14 of Plaintiff's Petition.

15. Defendant denies the allegations contained in Paragraph 15 of Plaintiff's Petition.

16. Defendant admits that Plaintiff provided a written response to the allegations on October 13, 2014 but denies each and every remaining allegation contained in Paragraph 16 of Plaintiff's Petition.

17. Defendant admits that Barnett met with Tanaka, Dean Yolanda Taylor and Associate Dean Reed the next day, but denies each and every remaining allegation contained in Paragraph 17 of Plaintiff's Petition.

18. Defendant admits that SVP Tanaka's Final Decision was dated October 24, 2014 but denies each and every remaining allegation contained in Paragraph 18 of Plaintiff's Petition.

19. Defendant denies the allegations contained in Paragraph 19 of Plaintiff's Petition.

20. Defendant denies the allegations contained in Paragraph 20 of Plaintiff's Petition.

21. Defendant admits the allegations contained in Paragraph 21 of Plaintiff's Petition.

22. Defendant denies the allegations contained in Paragraph 22 of Plaintiff's Petition.

23. Defendant denies the allegations contained in Paragraph 23 of Plaintiff's Petition.

24. Defendant denies the allegations contained in Paragraph 24 of Plaintiff's Petition.

25. Defendant denies the allegations contained in Paragraph 25 of Plaintiff's Petition.

26. Defendant admits that on October 24, 2014, Defendant issued a 23 page decision with findings and sanctions along, with explanations, to Plaintiff including suspension from Defendant until January 1, 2016 or until Ms. Moses graduates, whichever is later, being barred from Defendant's campus and not allowed to enter the campus without prior written permission from the Dean or Associate Dean of the College of Arts and Sciences, allowing Plaintiff to return to Defendant's campus following the expiration of his suspension and allowing him to enroll in classes but not allowing him to enroll in any classes offered by the Theatre Department or

Theatre faculty but denies each and every remaining allegation contained in Paragraph 26 of Plaintiff's Petition.

27. Defendant admits the allegations contained in Paragraph 27 of Plaintiff's Petition.

28. Defendant denies the allegations contained in Paragraph 28 of Plaintiff's Petition.

29. Defendant denies the allegations contained in Paragraph 29 of Plaintiff's Petition.

30. Defendant denies the allegations contained in Paragraph 30 of Plaintiff's Petition.

31. Defendant denies the allegations contained in Paragraph 31 of Plaintiff's Petition.

32. Defendant denies the allegations contained in Paragraph 32 of Plaintiff's Petition.

33. Defendant denies the allegations contained in Paragraph 33 of Plaintiff's Petition.

FIRST CLAIM FOR RELIEF
NEGLIGENCE

34. Defendant adopts and incorporates by reference its admissions, denials and other responses to Paragraphs 1 through 33 of Plaintiff's Petition in response to Paragraph 34 under the First Claim for Relief of Plaintiff's Petition.

35. Defendant admits that the TU school official who is in charge of investigating potential violations of the student conduct policy and/or TU's Harassment Policy should conduct a fair investigation but denies each and every remaining allegation contained in Paragraph 35 under the First Claim for Relief of Plaintiff's Petition.

36. Defendant denies the allegations contained in Paragraph 36 under the First Claim for Relief of Plaintiff's Petition.

37. Defendant denies the allegations contained in Paragraph 37 under the First Claim for Relief of Plaintiff's Petition.

38. Defendant admits that Barnett was informed that he had violated Defendant's Harassment Policy but denies each and every remaining allegation contained in Paragraph 38 under the First Claim for Relief of Plaintiff's Petition.

39. Defendant denies the allegations contained in Paragraph 39 under the First Claim for Relief of Plaintiff's Petition.

40. Defendant denies the allegations contained in Paragraph 40 under the First Claim for Relief of Plaintiff's Petition.

41. Defendant denies the allegations contained in Paragraph 41 under the First Claim for Relief of Plaintiff's Petition.

42. Defendant denies the allegations contained in Paragraph 42 under the First Claim for Relief of Plaintiff's Petition.

SECOND CLAIM FOR RELIEF
DUE PROCESS

TU Breach its Duty in Refusing to Allow Barnett a Hearing

43. Defendant adopts and incorporates its admissions, denials and other responses to Paragraphs 1 through 42 of Plaintiff's Petition in response to Paragraph 43 under the Second Claim for Relief of Plaintiff's Petition.

44. Defendant admits that it is a private university but denies each and every remaining allegation contained in Paragraph 44 under the Second Claim for Relief of Plaintiff's Petition.

45. Defendant denies the allegations contained in Paragraph 45 under the Second Claim for Relief of Plaintiff's Petition.

Fundamental Fairness

46. Defendant denies the allegations contained in Paragraph 46 under the Second Claim for Relief of Plaintiff's Petition.

47. Defendant denies the allegations contained in Paragraph 47 under the Second Claim for Relief of Plaintiff's Petition.

Arbitrary and Capricious

48. Defendant denies the allegations contained in Paragraph 48 under the Second Claim for Relief of Plaintiff's Petition.

49. Defendant denies the allegations contained in Paragraph 49 under the Second Claim for Relief of Plaintiff's Petition.

50. Defendant denies the allegations contained in Paragraph 50 under the Second Claim for Relief of Plaintiff's Petition.

51. Defendant denies the allegations contained in Paragraph 51 under the Second Claim for Relief of Plaintiff's Petition.

52. Defendant denies the allegations contained in Paragraph 52 under the Second Claim for Relief of Plaintiff's Petition.

53. Defendant denies the allegations contained in Paragraph 53 under the Second Claim for Relief of Plaintiff's Petition.

THIRD CLAIM FOR RELIEF
BREACH OF CONTRACT

Promissory Estoppel

54. Defendant denies the allegations contained in Paragraph 54 under the Third Claim for Relief of Plaintiff's Petition.

55. Defendant denies the allegations contained in Paragraph 55 under the Third Claim for Relief of Plaintiff's Petition.

Implied Contract

56. Defendant denies the allegations contained in Paragraph 56 under the Third Claim for Relief of Plaintiff's Petition.

57. Defendant denies the allegations contained in Paragraph 57 under the Third Claim for Relief of Plaintiff's Petition.

58. Defendant denies the allegations contained in Paragraph 58 under the Third claim for Relief of Plaintiff's Petition.

59. Defendant denies the allegations contained in Paragraph 59 under the Third Claim for Relief of Plaintiff's Petition.

60. Defendant denies the allegations contained in Paragraph 60 under the Third Claim for Relief of Plaintiff's Petition.

FOURTH CLAIM FOR RELIEF
INTENTIONAL INFLICTION OF EMOTIONAL DISTRESS

61. Defendant denies the allegations contained in Paragraph 61 under the Fourth Claim for Relief of Plaintiff's Petition.

62. Defendant denies the allegations contained in Paragraph 62 under the Fourth Claim for Relief of Plaintiff's Petition.

63. Defendant denies the allegations contained in Paragraph 63 under the Fourth Claim for Relief of Plaintiff's Petition.

64. Defendant denies the allegations contained in Paragraph 64 under the Fourth Claim for Relief of Plaintiff's Petition.

65. Defendant denies the allegations contained in Paragraph 65 under the Fourth Claim for Relief of Plaintiff's Petition.

66. Defendant denies that Plaintiff is entitled to any relief from it whatsoever including but not limited to those damages set forth in the "WHEREFORE" Paragraph of Plaintiff's Petition.

AFFIRMATIVE DEFENSES

First Affirmative Defense

67. Plaintiff has failed to state a cause of action upon which relief can be granted.

Second Affirmative Defense

68. Defendant's Student Handbook does not constitute a contract and contains at least fourteen (14) disclaimers stating this position.

Third Affirmative Defense

69. Defendant is a private university and not bound by the full panoply of due process rights extended to students at public universities.

Fourth Affirmative Defense

70. Defendant's Student Code of Conduct does not govern investigations of allegations of harassment.

Fifth Affirmative Defense

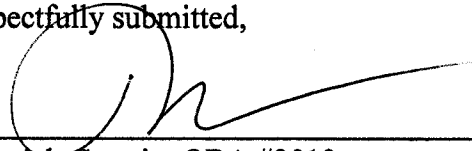
71. Defendant owed no duty of care to Plaintiff regarding the application of its policies or the investigation of alleged violations thereof.

Sixth Affirmative Defense

72. Plaintiff's claims do not merit any recovery because of the doctrine of waiver and estoppel.

WHEREFORE, Defendant prays that judgment be entered in its favor and against Plaintiff, that Plaintiff take nothing and that Defendant be awarded its costs and fees incurred in this litigation.

Respectfully submitted,



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**ATTORNEYS FOR DEFENDANT,
THE UNIVERSITY OF TULSA**

CERTIFICATE OF MAILING

I, the undersigned, do hereby certify that on this 22nd day of February, 2016, a true and correct copy of the above and foregoing Defendant's Answer and Affirmative Defenses was sent by U.S. Mail, with proper postage thereon fully paid, to:

Steven J. Terrill, Esq.
J. Spencer Bryan, Esq.
BRYAN & TERRILL LAW, PLLC
9 East 4th Street, Suite 307
Tulsa, OK 74103



J. Patrick Cremin