

DANIEL M. HERRIGAN

2012 MAY -4 PM 2: 53

SUMMIT COUNTY
CLERK OF COURTS

IN THE COURT OF COMMON PLEAS
SUMMIT COUNTY, OHIO

LYNN RICHARDSON, et al.)	CASE NO. CV 2012 03 1636
)	
Plaintiffs,)	
)	JUDGE REINBOLD
-vs-)	
)	
THE GIRL SCOUTS OF NORTH)	<u>ANSWER OF DEFENDANT, THE GIRL</u>
EAST OHIO)	<u>SCOUTS OF NORTH EAST OHIO</u>
)	
Defendant.)	

Defendant, The Girl Scouts of North East Ohio (“GSNEO”), for its Answer to the Complaint, states:

FIRST DEFENSE

1. Admits Paragraph 1.
2. Admits Plaintiffs are members of GSNEO and that GSNEO’s Code of Regulations speaks for itself, but denies the remaining allegations of Paragraph 2.
3. Denies Paragraph 3.
4. Admits that Plaintiffs are seeking to block the sale of properties owned by GSNEO and that GSNEO owns the listed properties, but denies the remaining allegations of Paragraph 4.

5. Admits that venue is appropriate in Summit County and that the Court has personal jurisdiction over GSNEO, but denies the remaining allegations of Paragraph 5.

6. Admits that Plaintiffs are seeking to block the sale of GSNEO properties and that Plaintiffs seek injunctive relief, but denies the remaining allegations of Paragraph 6.

7. Admits that GSNEO's Code of Regulations speaks for itself, admits that GSNEO serves 18 counties in northeastern Ohio spanning approximately 150 by 100 miles, but denies the remaining allegations of Paragraph 7.

8. Admits that GSNEO's Code of Regulations speaks for itself, but denies the remaining allegations of Paragraph 8.

9. Admits that GSNEO's Code of Regulations speaks for itself, but denies the remaining allegations of Paragraph 9.

10. Denies Paragraph 10.

11. Admits Paragraph 11.

12. Admits that the Board announced in June of 2009 that it would be selling camp properties, but denies the remaining allegations of Paragraph 12.

13. Admits Paragraph 13.

14. Admits that one of the purposes of the camps is to provide camping opportunities and experiences for Girl Scouts, but denies the remaining allegations of Paragraph 14.

15. Admits that GSNEO engaged in an evaluation process called "Vision 2012," but denies the remaining allegations of Paragraph 15.

16. Admits that a property consultant from the Girl Scouts of the United States of America surveyed existing GSNEO camps, but denies the remaining allegations of Paragraph 16.

17. Admits that a survey of the membership was conducted and that the summary speaks for itself, but denies the remaining allegations of Paragraph 17.

18. Admits that “Vision 2012” speaks for itself, but denies the remaining allegations of Paragraph 18.

19. Admits that the Board of Directors voted to sell five camps in March of 2011 and transform the remaining camps into Premier Leadership Centers, but denies the remaining allegations of Paragraph 19.

20. Admits Paragraph 20.

21. Admits that the August 11, 2011 Board of Directors’ Letter to Delegates speaks for itself, but denies the remaining allegations of Paragraph 21.

22. Denies Paragraph 22.

23. Denies Paragraph 23.

24. Admits Paragraph 24.

25. Admits that the Board of Directors voted in October of 2011 not to sell Camp Sugarbush, but denies the remaining allegations of Paragraph 25.

26. Admits Paragraph 26.

27. Admits that the General Assembly passed a resolution by a simple majority and that the resolution speaks for itself, but denies the remaining allegations of Paragraph 27.

28. Admits Paragraph 28.

29. Admits that GSNEO’s Code of Regulations speaks for itself, but denies the remaining allegations of Paragraph 29.

30. Denies Paragraph 30.

31. Admits that five Directors were elected, but denies the remaining allegations of Paragraph 31.

32. Denies Paragraph 32.

33. Denies Paragraph 33.

34. Denies Paragraph 34.

35. Admits that the Board of Directors is proceeding with the sale of some of the camps, but denies the remaining allegations of Paragraph 35.

36. Admits that the Board of Directors began soliciting bids in December of 2011 for the purchase of the camps and that the RFPs speak for themselves,, but denies the remaining allegations of Paragraph 36.

37. Denies Paragraph 37.

38. Admits that Plaintiffs have made written demands that the camp properties not be sold, but denies the remaining allegations of Paragraph 38.

39. Admits the existence of the letters and that the letters speak for themselves, but denies the remaining allegations of Paragraph 39.

40. Admits that the Board of Directors intends to sell or lease the camps, but denies the remaining allegations of Paragraph 40.

41. Denies Paragraph 41.

42. Incorporates its prior responses with respect to Paragraph 41.

43. Denies Paragraph 43.

44. Denies Paragraph 44.

45. Incorporates its prior responses with respect to Paragraph 45.

46. Denies Paragraph 46.

47. Denies Paragraph 47.
48. Incorporates its prior responses with respect to Paragraph 48.
49. Denies Paragraph 49.
50. Denies Paragraph 50.
51. Incorporates its prior responses with respect to Paragraph 51.
52. Admits Paragraph 52.
53. Admits Paragraph 53.
54. Denies Paragraph 54.
55. Denies Paragraph 55.
56. Admits that GSNEO has received bids, but denies the remaining allegations of Paragraph 56.
57. Denies Paragraph 57.
58. Denies Paragraph 58.
59. Denies Paragraph 59.
60. Incorporates its prior responses with respect to Paragraph 60.
61. Admits GSNEO is pursuing the sale or lease of the camps, but denies the remaining allegations of Paragraph 61.
62. Denies Paragraph 62.
63. Denies Paragraph 63.
64. Admits Paragraph 64.
65. Denies Paragraph 65.
66. Denies Paragraph 66.
67. Denies Paragraph 66.

68. Denies Paragraph 68.

SECOND DEFENSE

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

THIRD DEFENSE

70. This Court lacks subject matter jurisdiction over Plaintiffs' claims for declaratory judgment and injunctive relief which are based upon the claim that the Board of Directors was improperly elected in October 2011, because any such challenge to the election of the Board of Directors must be brought as a quo warranto action in the Ohio Supreme Court or the Summit County Court of Appeals.

FOURTH DEFENSE

71. Plaintiffs lack standing because they do not fairly and adequately represent the interests of the GSNEO Members and further lack standing to challenge the October 2011 election of the Board of Directors.

FIFTH DEFENSE

72. Plaintiffs failed to exhaust their non-litigation remedies.

SIXTH DEFENSE

73. The Complaint is barred by the doctrine of unclean hands.

SEVENTH DEFENSE

74. Plaintiffs' claims are barred by the doctrines of waiver, laches and estoppel.

EIGHTH DEFENSE

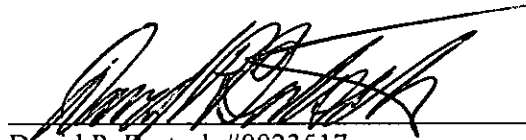
75. The business judgment rule bars Plaintiffs from asserting any claim questioning, second-guessing or otherwise challenging the business decision of the Board to sell or lease camp properties because the GSNEO Code of Regulations and Ohio statutory and common law

obligate, authorize and empower the Board to exercise its business judgment in taking such action.

ADDITIONAL DEFENSES

76. GSNEO reserves the right to assert additional defenses as further facts are developed through pretrial investigation and discovery.

WHEREFORE, Defendant, The Girl Scouts of North East Ohio, demands that this action be dismissed with prejudice together with its costs.



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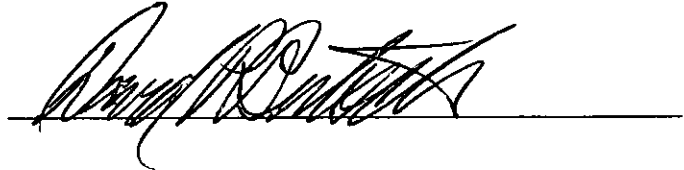
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*Attorneys for Defendant
The Girl Scouts of North East Ohio*

CERTIFICATE OF SERVICE

I hereby certify that a copy of the foregoing Answer to Complaint was sent by regular U.S. mail and email to the following this 4th day of May, 2012 to:

Hamilton DeSaussure, Jr. (HDeSaussure@day-ketterer.com)
DAY KETTERER, LTD.
5 East Main Street
Hudson, Ohio 44236

A handwritten signature in black ink, appearing to read "Paul R. Ketterer", is written over a solid horizontal line.

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