IN THE SUPERIOR COURT OF THE DISTRICT OF COLUMBIA
Civil Division

SIMON BRONNER, et al., **Plaintiffs,** **v.** **LISA DUGGAN, et al.,** **Defendants**	**Civ. No. 2019 CA 001712 B** **Judge Robert R. Rigsby** **Next Event: Status Hearing, October 27, 2022**

SUPPLEMENTAL MEMORANDUM OF LAW IN SUPPORT OF DEFENDANT'S MOTION TO DISMISS UNDER ANTI-SLAPP ACT

COME NOW the Defendants, American Studies Association ("ASA"), Lisa Duggan, Sunaina Maira, Curtis Marez, Chandan Reddy, John Stephens and Neferti Tadiar, by and through the undersigned counsel, and pursuant to the Anti-SLAPP Act, D.C. Code § 16-5501 *et seq.*, hereby move to dismiss the Complaint in this matter, and for an award of attorneys' fees. In support thereof, Defendants state as follows:

These Defendants understand that the other Defendants in this action will be filing their own Anti-SLAPP motions. To the extent not inconsistent with the arguments contained herein, these Defendants adopt and incorporate the arguments in those motions.

PROCEDURAL BACKGROUND

Defendants will not rehash here all the allegations in the Complaint – the relevant facts are included in the discussions of the individual claims. It suffices to note that at its 2013 Annual Meeting, ASA adopted an Academic Resolution ("the Resolution"), which articulated support for the Palestinian boycott movement. Plaintiffs oppose that Resolution and the political viewpoints behind it, and have sued to nullify the Resolution.

Procedurally, this case began in federal court, but was dismissed for lack of subject-matter jurisdiction. *Bronner v. Duggan*, 364 F.Supp.3d 9 (D.D.C. 2019), *aff'd* 962 F.3d 596 (D.C.Cir. 2020). The instant lawsuit began on March 15, 2019, and Defendants timely filed motions to dismiss under both Rule 12(b)(6) and the D.C. Anti-SLAPP Act. This Court dismissed Counts Three, Four, Five, Six, Seven and Eight of the Complaint under Rule 12(b)(6) as time-barred, as well as that portion of Count Two which pertained to alleged manipulation of the process of voting on the Resolution and of Counts Two and Nine for alleged misuse of funds before March 2016. The Court also dismissed, on *res judicata* grounds, any claims for return of funds to ASA. On the Anti-SLAPP motions, the Court found that the claims arose out of an act in furtherance of a right of advocacy, but declined to dismiss any of the counts then remaining.

On Defendants' interlocutory appeal, the Court of Appeals vacated and remanded, holding that each count must be evaluated individually and that any of the counts that were dismissed under Rule 12(b)(6) had failed to show a "likelihood of success on the merits" under the Anti-SLAPP Act. Setting a new analysis for the first prong of an Anti-SLAPP motion, the Court held that a claim, will "arise from an act in furtherance of a right of advocacy" where the claim "has a substantial connection or nexus to a protected act." *American Studies Assn v. Bronner*, 259 A.3d 728, 746 (D.C. 2021)

ARGUMENT

The Anti-SLAPP Act adopts a two-stage framework for motions to dismiss. First, the moving party makes a "*prima facie* showing that the claim at issue arises from an act in furtherance of the right of advocacy on issues of public interest." D.C. Code § 16-5502(b). This showing is "not onerous." *Doe v. Burke*, 91 A.3d 1031, 1043 (D.C. 2014).

The burden then shifts to the non-movant to demonstrate "that the claim is likely to succeed on the merits." *Id.* If, as here, plaintiffs cannot meet that burden, the claims are dismissed and attorneys' fees awarded. *Doe v. Burke*, 133 A.3d 569, 578 (D.C. 2016).

There is little question that the Resolution itself constitutes an "act in furtherance of a right of advocacy." The Resolution was motivated by a concern for Palestinian rights, and reflects an "effort to change the social, political, and economic structure of a local environment," and is "designed to force governmental and economic change and to effectuate rights…." *NAACP v. Claiborne Hardware Co.*, 458 U.S. 886, 914, 993 (1982). Other courts have held that boycotts related to Palestinian rights are a matter of public interest. *See Jordahl v. Brnovich*, 336 F. Supp. 3d 1016, 1047 (D. Ariz. 2018), *vacated as moot*, 789 F. App'x 589, 590 (9th Cir. 2020) (boycotts against Israel "unquestionably touch[] on matters of public concern"); *Davis v. Cox*, 180 Wash. App. 514, 531, 325 P.3d 255, 265 (Wash. Ct. App. 2014), *rev'd on other grounds*, 183 Wash. 2d 269, 351 P.3d 862 (Wash. 2015) (granting Anti-SLAPP motion on challenge to food co-op's decision to boycott Israeli products). Finally, the Resolution was widely publicized in public fora, including the ASA website, and is therefore a written communication made in a public forum. *See Abbas v. Foreign Policy Grp., LLC*, 975 F. Supp. 2d 1, 11 (D.D.C. 2013), *aff'd*, 414 U.S. App. D.C. 465, 783 F.3d 1328 (2015).

Although Plaintiffs have repeatedly protested that they are simply concerned with proper corporate governance, their pleadings plainly demonstrate that their acts arise from the Resolution. Numerous paragraphs of the 126-page Complaint have nothing to do with ASA at all, but attack PACBI and USACBI and *its* members (Complaint, ¶¶ 35 – 46). Further, Plaintiffs have targeted these specific Defendants because of their support

of USACBI. Most notably, the *only* factual allegation against Dr. Salaita is that he penned an op-ed supporting the Resolution (Complaint ¶¶ 46, 337). These Defendants were clearly singled out because of their advocacy of the Resolution.

Finally, defending the Resolution, both in public and in the courts, is protected under the Anti-SLAPP Act as "expressive conduct that involves petitioning the government…in connection with an issue of public interest." §§ 16-5501(1)(A), (1)(B). *See Sheley v. Harrop*, 9 Cal. App. 5th 1147, 1166, 215 Cal. Rptr. 3d 606, 620 (Ct. App. 2017) ("'Litigation funding decisions … constitute protected petitioning activity" under California Anti-SLAPP law). Thus, to the extent that the Complaint is based on Defendants' defense of the Resolution after it was adopted, such also falls within the scope of the Anti-SLAPP Act.

I. THOSE CLAIMS ALREADY DISMISSED

Nearly half the Complaint stands dismissed under Rule 12(b)(6). As the Court of Appeals noted, any claims which were dismissed in this Court's Order were not "likely to succeed on the merits" for purposes of Anti-SLAPP; thus, the only question is whether these counts arose out of an act in furtherance of a right of advocacy. Each are discussed in turn.

Count Two: This Count asserts that the individual Defendants engaged a long-term strategy of nominating like-minded candidates to the National Council to garner support for the Resolution – thereby breaching their fiduciary duties to ASA's members by placing their own "personal political interests over the interests and mission" of ASA (Complaint ¶ 265). As such, the actions of the individual Defendants in supporting the

Resolution and advocating for its adoption should be viewed as a breach of their fiduciary duty as Directors. This claim clearly arises out of the Resolution.

Count Three: Plaintiffs claim that the nomination of individual Defendants for election to the ASA National Council was *ultra vires* because those candidates supported USACBI, and thus did not represent "the diversity of the association's membership" (Complaint ¶ 272). Marez and Duggan "dedicated the great majority of their efforts" to the adoption of the Resolution (¶ 56); Puar "is infamous for anti-Semitic lectures condemning Israel" (¶ 58); and Reddy was involved in supporting a similar Resolution in the Association for Asian American Studies (¶ 70). Plaintiffs assert not only that each of the individual Defendants were disqualified from candidacy because they had advocated for the Resolution, but that the very act of nominating them was an *ultra vires* breach of trust with the ASA membership. Count Three clearly "arises out of" the Resolution.

Counts Four and Eight: These Counts claim that Defendants, in an *ultra vires* act (¶ 281) and a breach of the contractual right to vote (¶ 312), decided to freeze the voting rolls as of the day before announcement of the Resolution vote (¶¶ 123, 135). Thus, when Mr. Barton reinstated his membership, he was still not able to vote (¶ 127). There is no provision in the ASA Constitution or Bylaws preventing closing the voting rolls; Plaintiffs claim only that it had never happened before. The thrust of these Counts, therefore, is that Defendants took permissible action in order to ward off a flood of new members enrolling solely to oppose the Resolution. As with Plaintiffs' other claims, the mere fact that this decision may have assisted passage of the Resolution transformed the action into one so heinous as to be *ultra vires*. Counts Four and Eight thus arise out of the Resolution.

Count Five: Count Five alleges that the Resolution constituted an effort to influence Israeli and American legislation, in violation of the ASA Statement of Election (Complaint ¶¶ 289, 290). The adoption of the Resolution allegedly "violate[d ASA's] contract with … the members" (¶ 293), damaged ASA as an institution (¶ 295), and "allowed Defendants to force the Resolution on …" ASA (¶ 296). Count Five clearly arises from the Resolution itself.

Counts Six and Seven: Finally, Counts Six and Seven challenge the vote itself on the Resolution: Count Six claims that the Resolution was an issue that would "require public action, speech or demonstration," and required an affirmative vote of two-thirds of those present (¶ 302). This Count is directly related to the nature of the Resolution itself, as a policy statement, and thus arises out of an act of advocacy. Count Seven asserts that, even if the Resolution only required a majority vote, less than half of the total number of active members voted for the Resolution. Notably, Plaintiffs do not challenge any other action taken during the 2013 Annual Meeting, nor do they claim a lack of quorum for the Meeting itself. Rather, Plaintiffs concentrate solely on the Resolution and on no other action taken at the Meeting. Count Seven thus arises out of the Resolution.

II. THE REMAINING COUNTS

Each of the Counts enumerated above fails as a matter of law and arises out of the Resolution; they should be deemed violative of the Anti-SLAPP Act, with fees awarded to Defendants. Defendants respectfully submit that, for each of the remaining counts, both prongs of the Anti-SLAPP analysis are equally satisfied. These counts, too, should be dismissed.

A. Count One: Breach of Fiduciary Duty

Like Count Three, Count One claims that the Defendants breached their fiduciary duty to the ASA membership by not disclosing their support of USACBI and their intention to promote the Resolution. Had the membership been so informed, presumably none of these candidates would have been elected to ASA leadership, notwithstanding their other qualifications in the academic community. Plaintiffs, however, offer no allegation that the ASA members cared about USACBI. Although they claim that another candidate lost the election because his campaign statement referred to an "academic … boycott of Israel" (Complaint ¶ 69), there is no apparent correlation: he might have lost for a host of reasons. Clearly, Plaintiffs believe that support for USACBI, standing alone, is a disqualifying characteristic for a National Council candidate. Count One arises from Defendants' expressions of their political views.

This Court found Count Three to be time-barred because "at least … Bronner was aware of the Defendants' political association … through his own role as a member of the National Council and Executive Committee." (Order at 22). Defendants respectfully submit that Bonner was equally aware of the Defendants' political leanings prior to the election, and Count One is as time-barred as Count Three.

On its merits, Count One essentially rests on two contentions: (1) nominating USACBI supporters to the National Council violates the requirement of diversity found in Article IV of the ASA Constitution; and (2) Defendants acted nefariously in failing to emphasize their involvement with USACBI. The first contention is nonsensical: like any other contract provision, Article VI must be read according to its normal, reasonable meaning. *Abdelrhman v. Ackerman*, 76 A.3d 883, 887 (D.C. 2013). "Diversity" in this

context refers to inclusion on the basis of race, creed, national origin, or even gender or sexual preference, as well as professional experience within the membership – from graduate students to senior professors. To claim that "diversity" required nominating candidates with different viewpoints on the Israel/Palestine conflict is absurd.

The second contention fares little better. No statute or case-law requires a candidate for organizational election to disclose every aspect of her political viewpoint, from transgender rights to vegetarianism. Such a requirement would be unworkable: a candidate would have to exhaustively list every opinion ever held on every conceivable topic, lest they be accused years later of concealing an opinion that someone belatedly found to be "important." Plaintiffs mistakenly (and revealingly) seek to equate political opinion with issues of "diversity" as it is plainly used by the ASA governing documents: gender, sexual orientation, race or ethnicity.[1] Count One has no reasonable likelihood of success on the merits, and should be dismissed.

B. Counts Two and Nine: Misuse of Funds and Corporate Waste

Count Two claims misuse of funds to defend the Resolution; Count Nine claims corporate waste from the use of ASA funds to "advocate, conduct a vote on, declare enacted, and then support the Academic Boycott". Corporate waste lies only where "the challenged transaction served no corporate purpose or where the corporation received no consideration at all." *White v. Panic*, 783 A.2d 543, 554 (Del. 2001); *see also Albert v. Tuft (In re: Greater Southeast Comty Hosp. Corp.)*, 333 B.R. 506, 524 (Bankr D.D.C.

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[1] Nor can one say that Defendants were successful in "packing" the National Council. The Council has 23 members, but Plaintiffs allege that the Nominating Committee arranged for USACBI supporters to be named as candidates for President and for two open seats on the Council (¶ 53). At best, Defendants were able to place six USACBI supporters onto a 23-person Council.

2005) (*quoted with approval in Daley v. Alpha Kappa Alpha Sorority, Inc.*, 26 A.3d 723, 730 (D.C. 2011). If "any reasonable person might conclude that the deal made sense, then the judicial inquiry ends." *In re Lear Corp. Shareholder Litigation*, 967 A.2d 640, 656 (Del.Ch. 2008).

Both of these Counts, therefore, rest on the allegation that no reasonable person would have expended any resources to either promote the adoption of the Resolution or defend it after adoption. These claims, therefore, arise directly from the Resolution, and from Plaintiffs' personal belief that the Resolution should never have been adopted. These two counts, therefore, meet the first prong of the Anti-SLAPP analysis.

On the merits, both of these Counts must fail. Any claim for misuse of ASA funds is fundamentally derivative in nature, and thus barred by collateral estoppel. There is no claim for, and no evidence of, any damage to the Plaintiffs themselves. *See Cowin v. Bresler*, 741 F.2d 410, 414 (D.C. Cir., 1984) (claims of corporate mismanagement must be brought on a derivative basis because no shareholder suffers a harm independent of the corporation); *see also Wallace v. Abramson*, 1988 WL 19256 (D.D.C. 1988) ("Suits challenging alleged mismanagement must be brought as derivative actions." (*quoting Pullman–Peabody Co. v. Joy Mfg. Co.*, 662 F.Supp. 32, 35 (D.N.J.1986)).

Plaintiffs cannot claim the loss of their own membership dues, because they are not "dues-paying members." Bronner and Rockland do not pay dues (Complaint ¶¶ 14, 15). Kupfer allowed his membership to lapse in 2014, and hasn't paid any dues since then (¶ 17). There is no allegation that Barton is currently an ASA member. Nothing in the Complaint suggests that any of the Plaintiffs have individually suffered a loss of dues since 2016, and they could not claim any direct injury from any misuse of funds.

Plaintiffs claim that membership dropped after adoption of the Resolution (¶ 184), but they have no evidence as to the membership dues collected after 2015. Plaintiffs also lack any facts to suggest that membership dropped because of the Resolution. A mere temporal relationship does not suffice. *See*, *e.g.*, *Lasley v. Georgetown Univ.*, 688 A.2d 1381, 1387 (D.C. 1997) ("a proximate temporal association alone does not suffice to show a causal link"). By Plaintiffs' reckoning, nearly two-thirds of the members voting on the Resolution supported it (¶ 139); given this, it is hardly valid to assume that even a majority of ASA members would have quit over the Resolution.

Plaintiffs also claim that there was a decrease in revenue because of the Resolution (¶ 163), but annual contributions had historically averaged $54,928 per year (¶ 176). The contributions for FY2014 and 2015 were $33,080 and $31,456, as compared to $31,458 for FY2012, one year before the Resolution was adopted (¶ 178). Contributions for FY2013, the year of the Resolution, were $70,544, much of which was donated by supporters of USACBI (¶ 179). According to the Complaint, there was a one-year *increase* in revenue with the adoption of the Resolution, before a return to previous levels. Plaintiffs' own allegations belie the claim that donations suffered because of adoption of the Resolution.

This leaves only Plaintiffs' claims of improper withdrawals from the investment fund to defend the Resolution. John Stephens testified in deposition that he had created a "separate budget" for support of the Resolution, and informed the Council that "they could not use the trust fund … to support the resolution." (¶ 195; *see also* ¶ 186). Although Plaintiffs are dubious (¶ 191), they concede that "it is impossible to establish … to what extent support for the Resolution was in fact financed by the Trust Fund …"

(¶ 196). Plaintiffs thus have absolutely no evidence that any funds were withdrawn from the trust fund to support the Resolution, against sworn testimony from ASA's Executive Director that no such withdrawals were made. There is no a basis for a claim of waste.

While Plaintiffs complain that the Bylaws were amended in March 2016 to authorize the Trustees to withdraw "a maximum of 4% of the monthly average of the Fund's assets from the preceding year" (¶ 171), they offer no evidence of any actual withdrawals. Plaintiffs also do not allege what that "monthly average of the Fund's assets" might have been, so it is impossible to say how significant such withdrawals might have been. There is nothing nefarious in amending the bylaws to permit discretionary spending by the National Council.[2]

Plaintiffs also cite to the Form 990 for "FY 2017" to show a "sale[] of securities of $268,085, and at a loss of $19,319", (¶ 168).[3] The IRS Form 990 is a multi-page document covering every aspect of a non-profit's finances, and one part of one entry alone means little or nothing. The entry cited does not necessarily mean that the stocks were liquidated: it shows only that the funds were moved and the market value decreased. Notably, Plaintiffs do not mention the Balance Sheet from that Form (showing the annual change in the value of ASA' investments) nor any other entry on the Form. For all their suspicions – and despite extensive discovery in the federal litigation – they have no evidence that there were any large withdrawals from the investment fund after 2016.

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2 The only reason Plaintiffs oppose the Bylaw amendment is because it allegedly facilitated funding for the Resolution. Again, their antipathy to this political statement is the motivating factor in their claims.

3 Interestingly, although Plaintiffs concede that ASA's Form 990's are "public documents and available online" they also claim that the FY 2015 records are "the last year we have records for" (¶ 178).

Finally, Plaintiffs claim that, "at the end of 2016", ASA had incurred "$40K in unpaid legal expense" in the federal litigation (¶ 190; *see also* ¶ 175). Again, there is no evidence of this, but even so, Plaintiffs cannot possibly be claiming that the Association was remiss in incurring legal fees defending against Plaintiffs' own lawsuit. *See*, *e.g.*, *Kaplan v. First Hartford Corp.*, 484 F.Supp.2d 131, 144 (D.Me. 2007) ("Directors and officers usually have a duty to engage lawyers to defend the corporation even if they individually have failed to perform in some way that caused the litigation"); 3A FLETCHER CYC. CORP. § 1112 (West 2019) ("the payment of an attorney for legal services performed for the company is not improper.").

Neither that portion of Count Two relating to the misuse of funds nor Count Nine have any reasonable likelihood of success on the merits. The Complaint itself is self-contradictory, with no facts to support Plaintiffs' claims. The second prong of the Anti-SLAPP analysis is thus satisfied, and Counts Two and Nine should be dismissed.

C. Count Ten: Removal of Plaintiff Bronner

Count Ten asserts that Defendants breached their fiduciary duty by removing Bronner from his position "for no reason other than because of his opposition to the Academic Boycott" (¶ 329). Because of Bronner's "organic expression of dissent" (¶ 209) – and after Bronner's commencement of the federal litigation (¶ 249) -- Defendants amended the Bylaws to remove the Editor from his *ex officio* position (¶¶ 245, 247). Defendants then chose not to renew Bronner's contract as Editor "solely because [they] were unwilling to work with someone who disagreed with them." (¶ 259).

This Count goes beyond a mere disagreement over policy. As Plaintiffs freely admit, Bronner actively undermined ASA: his Department at Penn State voted to leave

ASA in protest (¶ 205 n. 13), and by mid-2016 he was an active litigant against ASA. Central to Count Ten, therefore, is the claim that Bronner's actions in *opposing* the Resolution were reasonable and proper, while the Defendants' actions in *supporting* it were unreasonable and a breach of their fiduciary duty. Again, Plaintiffs claim that no reasonable person would support the Resolution, and the actions of the Defendants therefore were unlawful. As such, Count Ten arises out of the Resolution, and the first prong of the Anti-SLAPP analysis is met.[4]

Count Ten also fails on the merits. First, Bronner alleges that ASA decided "as early as 2014" that it would not renew his contract (¶ 227), and in 2015, Duggan informed him that ASA would be looking for a "new home for the Encyclopedia" (¶ 229). Any claim arising from these events are time-barred: the only event that arguably falls within the applicable limitation period would be the actual termination of Bronner's contract in December 2016.

However, Bronner has no viable claim arising out of the termination. The contract states that it shall run from January 1, 2014 through December 31, 2016 and, "[u]pon expiration or termination of this Agreement for any reason, ASA shall have the right to appoint a new Editor-in-chief … without further obligation to the Editor." See Exhibit A hereto, ¶ 11. ASA had plenary authority not to renew Bronner's contract. It therefore owed no fiduciary duty to Bronner either to renew the contract or even to warn him it was not going to renew. *See*, *e.g.*, *Multicom Inc. v. Chesapeake and Potomac Tele.*

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[4] Plaintiffs also incorrectly allege that Bronner was removed as an *ex officio* member of the National Council in order to prevent him from re-pleading his derivative claims (¶¶ 249 – 253). The federal Court dismissed those claims with prejudice because Plaintiffs had failed to provide the notice required under § 29-411.03. *Bronner, et al. v. Duggan*, 249 F. Supp. 3d 27, 42 – 47 (D.D.C. 2017).

Co., 1988 WL 118411 (D.D.C. 1988) (even a failure of good faith in negotiating a contract renewal does not support a claim for breach of fiduciary duty.).

Too, ASA has no duty to contract with someone who is actively opposing the organization. When the Editor contract expired, Bronner had been actively suing ASA for eight months. A decision not to renew Bronner as Editor while he was in contentious litigation with ASA would lie well within the business judgment of the National Council. Regardless of whether Bronner might have suffered a loss of income from the non-renewal, this is the result of a valid business decision, and is not a cognizable cause of action.

D. Counts Eleven and Twelve: Tortious Interference and Aiding And Abetting

Counts Eleven and Twelve are catch-all claims: for those Defendants who were not actually on the Executive Council when Bronner's contract ended, Plaintiffs hope in Count Eleven to impose liability by claiming that they "tortiously interfered" with that contract. In Count Twelve, Plaintiffs hope to show that those Defendants "aided and abetted" the Council through their common support for USACBI. These Counts rest solely on the Defendants' support for the Resolution and USACBI, and therefore arise out of their advocacy on a matter of public interest. Too, given that these Counts relate back to the prior claims – which also arise out of the Resolution – Counts Eleven and Twelve equally arise from the Resolution itself.

As argued above, ASA had the authority not to renew Bronner's contract for any reason, and thus could not have breached that contract. Where there is no breach, there can be no claim for tortious interference. *See Dale v. Thomason*, 962 F.Supp. 181, 184 (D.D.C.1997); *Paul v. Howard Univ.*, 754 A.2d 297, 309 (D.C. 2000) (where plaintiff

had "no contractual right to indefinite tenure" her claims for intentional interference were properly dismissed). Moreover, the only actions alleged in the Complaint were by officers and directors of ASA in their official capacity, and an entity cannot tortiously interfere with its own contract. *See Press v. Howard Univ.*, 540 A.2d 733 (D.C. 1988) (no claim against university officials for their part in getting plaintiff fired).

Similarly, none of the Defendants could "aid or abet" each other; just as with the claim of tortious interference, a corporation cannot aid and abet itself. Finally, Count Twelve relies on Defendants' advocacy of the Resolution, which in itself is an exercise of Defendants' rights of free speech and not unlawful. Lawful expressions of opinion cannot constitute "aiding and abetting." *See Snyder v. Phelps*, 562 U.S. 443, 460 (2011) (finding that the First Amendment bars liability for state torts, including "civil conspiracy based on those torts," for peaceful picketing on a matter of public concern); *Claiborne*, *supra* 458 U.S. at 920 ("For liability to be imposed by reason of association alone, it is necessary to establish that the group itself possessed unlawful goals and that the individual held a specific intent to further those illegal aims.").

CONCLUSION

As argued more fully above, for each of the counts dismissed by the Court under Rule 12(b)(6), the Resolution and Plaintiffs' opposition thereto form an integral part of the underlying claim, and Plaintiffs cannot meet their burden under the second prong. For the remaining claims, each Count arises from the Resolution, and each Count must fail as a matter of law. For these reasons, Defendants respectfully request that the Court dismiss the Complaint with prejudice under the D.C. Anti-SLAPP Act, and award Defendants their attorneys' fees and costs.

POINTS AND AUTHORITIES

1. *Abbas v. Foreign Policy Grp., LLC*, 975 F. Supp. 2d 1 (D.D.C. 2013), *aff'd*, 414 U.S. App. D.C. 465, 783 F.3d 1328 (2015)

2. *Abdelrhman v. Ackerman*, 76 A.3d 883 (D.C. 2013)

3. *Albert v. Tuft (In re: Greater Southeast Comty Hosp. Corp.)*, 333 B.R. 506 (Bankr D.D.C. 2005)

4. *American Studies Assn v. Bronner*, 259 A.3d 728 (D.C. 2021)

5. *Bronner, et al. v. Duggan*, 249 F. Supp. 3d 27 (D.D.C. 2017)

6. *Bronner et al. v. Duggan*, 364 F.Supp.3d 9 (D.D.C. 2019), *aff'd* 962 F.3d 596 (D.C.Cir. 2020)

7. *Cowin v. Bresler*, 741 F.2d 410 (D.C. Cir., 1984)

8. *Dale v. Thomason*, 962 F.Supp. 181 (D.D.C.1997)

9. *Daley v. Alpha Kappa Alpha Sorority, Inc.*, 26 A.3d 723 (D.C. 2011)

10. *Davis v. Cox*, 180 Wash. App. 514, 325 P.3d 255 (Wash. Ct. App. 2014), *rev'd on other grounds*, 183 Wash. 2d 269, 351 P.3d 862 (Wash. 2015)

11. *Doe v. Burke*, 91 A.3d 1031 (D.C. 2014)

12. *Doe v. Burke*, 133 A.3d 569 (D.C. 2016)

13. *In re Lear Corp. Shareholder Litigation*, 967 A.2d 640 (Del.Ch. 2008)

14. *Jordahl v. Brnovich*, 336 F. Supp. 3d 1016 (D. Ariz. 2018), *vacated as moot*, 789 F. App'x 589, 590 (9th Cir. 2020)

15. *Kaplan v. First Hartford Corp.*, 484 F.Supp.2d 131 (D.Me. 2007)

16. *Lasley v. Georgetown Univ.*, 688 A.2d 1381 (D.C. 1997)

17. *Multicom Inc. v. Chesapeake and Potomac Tele. Co.*, 1988 WL 118411 (D.D.C. 1988)

18. *NAACP v. Claiborne Hardware Co.*, 458 U.S. 886, 914 (1982)

19. *Paul v. Howard Univ.*, 754 A.2d 297 (D.C. 2000)

20. *Press v. Howard Univ.*, 540 A.2d 733 (D.C. 1988)

21. *Pullman–Peabody Co. v. Joy Mfg. Co.*, 662 F.Supp. 32 (D.N.J.1986)

22. *Sheley v. Harrop*, 9 Cal. App. 5th 1147, 215 Cal. Rptr. 3d 606 (Ct. App. 2017)

23. *Snyder v. Phelps*, 562 U.S. 443 (2011)

24. *Wallace v. Abramson*, 1988 WL 19256 (D.D.C. 1988)

25. *White v. Panic*, 783 A.2d 543 (Del. 2001)

26. Anti-SLAPP Act, D.C. Code § 16-5501 *et seq.*

27. Superior Court Rule 12(b)(6)

28. 3A FLETCHER CYC. CORP. § 1112 (West 2019)

Respectfully submitted,

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CERTIFICATE OF SERVICE

I certify that a true copy of the foregoing was served via the Court's electronic filing service, this 1st day of April, 2022, upon:

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IN THE SUPERIOR COURT OF THE DISTRICT OF COLUMBIA
Civil Division

SIMON BRONNER, et al., **Plaintiffs,** **v.** **LISA DUGGAN, et al.,** **Defendants.**	**Civil Action No. 2019 CA 001712 B** **Judge Robert R. Rigsby**

ORDER

UPON CONSIDERATION of the Motion to Dismiss filed by Defendants, American Studies Association ("ASA"), Lisa Duggan, Sunaina Maira, Curtis Marez, Chandan Reddy, John Stephens and Neferti Tadiar and upon consideration of any opposition thereto and the record herein, it is hereby this ___ day of _____, 2022

ORDERED, that the Motion is hereby GRANTED, and further

ORDERED, that the above-captioned Complaint is hereby dismissed with prejudice under the D.C. Anti-SLAPP Act, D.C. Code § 16-5501 *et seq.*, and further

ORDERED, that Defendants shall submit a motion for award of attorneys' fees within __ days of the date of this Order.

_____
Judge Rigsby
Superior Court for the District of Columbia

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