

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF COLUMBIA**

PROJECT VOTE/VOTING FOR)
AMERICA, INC.,)
)
Plaintiff/Counterclaim Defendant,)
)
)
vs.)
)
ASHAWNITA MONCRIEF,)
)
Defendant/Counterclaim Plaintiff,)
)
JOHN DOE,)
)
Defendant,)
)
vs.)
)
ASSOCIATION OF COMMUNITY)
ORGANIZATIONS FOR REFORM NOW, INC.,)
)
Counterclaim Defendant.)
)

Case No. 09-cv-01109-RWR

ANSWER OF DEFENDANT ASHAWNITA MONCRIEF

Defendant Ashawnita MonCrief, by and through counsel Graves Bartle Marcus & Garrett LLC, and for her Answer to Plaintiff’s Complaint, states as follows:

I. Parties

1. Defendant admits that Plaintiff Project Vote/Voting for America, Inc. (“Project Vote”) holds itself out as a Louisiana nonprofit corporation and holds itself out as having offices at 739 8th Street, S.E., Suite 202, Washington, D.C. 20003, among other places. Defendant is without sufficient knowledge or information to form a belief as to the truth or falsity of any remaining allegations in paragraph 1 of the Complaint and therefore denies the same.

2. Upon information and belief, Defendant denies any allegation that Project Vote is a “nonpartisan” organization or that it has a separate corporate existence from other affiliated entities such as Association of Community Organizations for Reform Now (“ACORN”) or Citizens Services, Inc. (“CSI”). Defendant is without sufficient knowledge or information to form a belief as to the truth or falsity of the remaining allegations in paragraph 2 of the Complaint and therefore denies the same.

Defendant MonCrief

3. Defendant denies that she is a citizen of Virginia residing in Alexandria, Virginia. Defendant affirmatively states that she is a citizen of Maryland.

4. Defendant admits that she was a Project Vote employee, that she was given the title of Development Associate, and that she worked in its Washington, D.C., office from October 2005 to January 2008. Defendant denies all remaining or inconsistent allegations.

5. Defendant admits that, among many other responsibilities, she was occasionally tasked with opening mail and receiving and recording donations given to Project Vote. Defendant denies all remaining and inconsistent allegations, including but not limited to Project Vote’s characterization of her duties as “administrative tasks.”

Defendant John Doe

6. Defendant denies the allegation contained in paragraph 6 of the Complaint.

II. Nature of the Action

7. The allegations in paragraph 7 state legal conclusions to which no response is required. To the extent a response is required, Defendant denies the allegations in paragraph 7.

III. Jurisdiction and Venue

8. The allegations in paragraph 8 state legal conclusions to which no response is required. To the extent a response is required, Defendant denies the allegations in paragraph 8.

9. Defendant admits that Project Vote holds itself out as a Louisiana corporation. Defendant denies that she is a citizen of Virginia. The remainder of paragraph 9 states legal conclusions to which no response is required. To the extent a response is required, Defendant denies the allegations in paragraph 9.

10. The allegations in paragraph 10 state legal conclusions to which no response is required. To the extent a response is required, Defendant denies the allegations in paragraph 10.

11. The allegations in paragraph 11 state legal conclusions to which no response is required. To the extent a response is required, Defendant denies the allegations in paragraph 11.

12. The allegations in paragraph 12 state legal conclusions to which no response is required. To the extent a response is required, Defendant denies the allegations in paragraph 12.

13. The allegations in paragraph 13 state legal conclusions to which no response is required. To the extent a response is required, Defendant denies the allegations in paragraph 13.

14. Defendant denies the allegations contained in paragraph 14 of the Complaint.

15. Defendant admits that profile information contained in her blogspot.com blog states "Washington, D.C." Defendant denies each and every remaining or inconsistent allegation contained in paragraph 15.

16. Defendant denies the allegations contained in paragraph 16 of the Complaint.

IV. Background Facts

17. Defendant admits she was a Project Vote employee and that she worked in its Washington, D.C., office from October 2005 to January 2008. Defendant denies each and every remaining or inconsistent allegation contained in paragraph 17 of the Complaint.

18. Defendant admits she was hired to perform various research and writing tasks, including, but not limited to, writing fundraising materials. Further answering, Defendant affirmatively states that she was originally hired, and left her prior job, with the understanding that ACORN was to be her employer. Only later was she told that it had been decided that she would perform her tasks as an employee of Project Vote. Defendant denies each and every remaining or inconsistent allegation contained in paragraph 18 of the Complaint.

19. Defendant denies the allegations contained in paragraph 19. Defendant affirmatively states that pursuant to her position as Development Associate she worked on a broad range of projects but primarily worked with grant administration, drafting grant proposals, and creating PowerPoint presentations for various development purposes.

20. Defendant admits that pursuant to her duties she reviewed some paperwork coming into Project Vote's Washington, D.C., office and forwarded various donations onto Project Vote's accounting office, Citizens Consulting, Inc. ("CCI"). Like Project Vote, CCI is an affiliated organization of ACORN. Defendant denies each and every remaining or inconsistent allegation contained in paragraph 20.

21. Defendant admits that she made very little income during the period she was employed at Project Vote and that she agreed to borrow a total of \$1,500 from Project Vote in the form of two cash advances on her salary – one for \$1,000.00 and one for \$500.00 – that were to be repaid through deductions in her paycheck. Defendant affirmatively states that these cash advances were governed by a written agreement that speaks for itself and Defendant denies any characterization or mischaracterization of that agreement. Defendant denies each and every remaining or inconsistent allegation contained in paragraph 21.

22. Defendant admits that a Pitney Bowes postage meter machine was installed at Project Vote's Washington, D.C. office. Defendant affirmatively states that she was named by Project Vote as the registered user of the machine and therefore subsequent mailings from Pitney Bowes were addressed to her. Defendant denies each and every remaining or inconsistent allegation contained in paragraph 22.

23. Defendant admits the allegations contained in paragraph 23 of the Complaint.

24. Defendant admits that she submitted an application for a Pitney Bowes Purchase Power Visa credit card as the authorized Pitney Bowes user but denies each and every remaining or inconsistent allegation contained in paragraph 24.

25. Defendant admits that a Pitney Bowes Purchase Power Visa card was issued to Project Vote and that Defendant MonCrief was an authorized user of that card. Defendant is without sufficient knowledge or information to form a belief as to the truth or falsity of the remaining allegations in paragraph 25 of the Complaint and therefore denies the same.

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

27. Defendant admits that she utilized the on-line features of the Pitney Bowes Purchase Power Visa Card, but denies each and every remaining or inconsistent allegation contained in paragraph 27.

28. Defendant admits that the Pitney Bowes Purchase Power Visa card was used for some non-business-related expenses, including but not limited to a July 27, 2007 charge of \$343.53 to a Bad Check Restitution Program.

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

30. Defendant admits that she made a payment of \$525.34 on the Pitney Bowes credit card in October of 2007, but is without sufficient knowledge or information to form a belief as to

the truth or falsity of the remaining allegations in paragraph 30 of the Complaint and therefore denies the same.

31. Defendant admits that she used the Pitney Bowes Purchase Power Visa card after October 30, 2007, and admits that Project Vote's "accounts payable operation" was in Little Rock, Arkansas, but denies each and every remaining or inconsistent allegation in paragraph 31 of the Complaint.

32. Defendant is without sufficient knowledge or information to form a belief as to the truth or falsity of the allegations in paragraph 32 of the Complaint and therefore denies the same.

33. Defendant denies that Project Vote first became aware of the Pitney Bowes Purchase Power Visa in December 2007. Defendant is without sufficient knowledge or information to form a belief as to the truth or falsity of the remaining allegations in paragraph 33 of the Complaint and therefore denies the same.

34. Defendant denies the allegations contained in paragraph 34 of the Complaint.

35. Defendant admits she was terminated from Project Vote in January of 2008, but is without sufficient knowledge or information to form a belief as to the truth or falsity of the remaining allegations in paragraph 35 of the Complaint and therefore denies the same.

36. Defendant admits that at a minimum, Project Vote "collaborates" with certain other organizations, and further admits that she has assumed the role of a whistleblower in exposing, among other things, the collaboration and lack of meaningful separation between the operations, staffing, and control of these entities. Defendant is without sufficient knowledge or information to form a belief as to the truth or falsity of the remaining allegations in paragraph 36 of the Complaint and therefore denies the same.

37. Defendant admits that on or about October 29, 2008, she testified in a lawsuit brought against Project Vote and the Secretary of the Commonwealth of Pennsylvania regarding voter registration fraud, but denies each and every remaining or inconsistent allegation contained in paragraph 37 of the Complaint.

38. Defendant admits that beginning no later than November 2008, she has drafted material appearing on BlogSpot, The Next Right, and Blog Town Hall, discussing, criticizing, and engaging in political and other First Amendment-protected speech regarding Project Vote and its affiliated organizations, including ACORN, CSI, and CCI. This material speaks for itself, and Defendant therefore denies any characterization or mischaracterization of those blog posts. She further denies each and every remaining or inconsistent allegation contained in paragraph 38.

39. Defendant admits that her blog posts have discussed, criticized, and engaged in political and other First Amendment-speech regarding ACORN, CSI, and the National Committee for Responsive Philanthropy (NCRP), but denies Plaintiff's characterization of those organizations as "targets" and further denies each and every remaining or inconsistent allegation contained in paragraph 39.

40. Defendant admits that NCRP's Executive Director has ties to ACORN, and admits that she drafted a blog post dated April 24, 2009, criticizing NCRP for those ties. Defendant further admits that she holds the opinion that NCRP should be embarrassed about those ties. Defendant denies that her opinion about the ties is or was a "false portrayal." Defendant denies any and all remaining or inconsistent allegation contained in paragraph 40.

41. Defendant admits that a blog post she drafted in April of 2009 appeared on her personal blog (<http://anitamoncrief.blogspot.com>), The Next Right (<http://thenextright.com>), and

Blog Town Hall (<http://anitamoncrief.blogtownhall.com>). Defendant denies each and every remaining or inconsistent allegation contained in paragraph 41.

42. Defendant admits a blog post she drafted in April of 2009 was sent out via email with the subject “Project Vote News: Whistleblower exposes NCRP.” Defendant denies each and every remaining or inconsistent allegation contained in paragraph 42.

43. Defendant admits that a blog post she drafted in April of 2009 was sent out via email from the email address projectvoteneews@mail.org. Defendant denies any and all characterizations or mischaracterizations of the same, including but not limited to the mischaracterization that the posting “purported” to come from “PROJECT VOTE,” and denies each and every remaining or inconsistent allegation contained in paragraph 43.

44. Defendant admits that the projectvoteneews@mail.org email address does not belong to and is not used by Project Vote, but specifically denies that this address was “used to identify the sender of the email version” of the blog post, and denies each and every remaining or inconsistent allegation contained in paragraph 44 of the Complaint.

45. Defendant admits that she neither sought nor obtained authorization from Project Vote prior to drafting any blog posts or sending any blog posts via email, but is without sufficient knowledge or information to form a belief as to the truth or falsity of the remaining allegations in paragraph 45 of the Complaint and therefore denies the same.

46. Defendant admits that some recipients of an email containing a blog post drafted by her were persons who were on a list purporting to contain names of individuals who or entities that previously provided financial support to Project Vote or its affiliated entities. Defendant further admits that she had access to and/or created donor lists during her time of employment at Project Vote, and that she was employed at Project Vote’s Washington, D.C.,

office. Defendant denies each and every remaining or inconsistent allegation contained in paragraph 46.

47. Defendant admits that she had access to Project Vote's and its affiliated entities' database of donors, but denies each and every remaining or inconsistent allegation contained in paragraph 47.

48. Defendant is without sufficient knowledge or information to form a belief as to the truth or falsity of the allegations in paragraph 48 of the Complaint and therefore denies the same.

49. Defendant denies the allegations contained in paragraph 49 of the Complaint.

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

51. Defendant admits that the "sent" or "received" dates on emails referenced in a blog post drafted by her in April of 2009 post-date her employment at Project Vote, but denies each and every remaining or inconsistent allegation contained in paragraph 51.

52. Defendant admits that a blog post she drafted in April of 2009 contains reproductions of certain emails in their entirety, but denies each and every remaining or inconsistent allegation contained in paragraph 52.

53. Defendant admits that a blog post she drafted in April of 2009 contains a July 25, 2008 email from Nathan Henderson-James to Zach Polett, Michael Slater, and Kevin Whelan, but denies each and every remaining or inconsistent allegation contained in paragraph 53.

54. Defendant is without sufficient knowledge or information to form a belief as to the truth or falsity of the allegations in paragraph 54 of the Complaint and therefore denies the same.

55. Defendant is without sufficient knowledge or information to form a belief as to the truth or falsity of the allegations in paragraph 55 of the Complaint and therefore denies the same.

56. Defendant is without sufficient knowledge or information to form a belief as to the truth or falsity of the allegations in paragraph 56 of the Complaint and therefore denies the same.

57. Defendant admits the allegations contained in paragraph 57 of the Complaint.

58. Defendant denies the allegations contained in paragraph 58 of the Complaint.

59. Defendant admits that a blog post she drafted in April of 2009 contains an August 3, 2008 email from Aaron Dorfman to Kevin Whelan, with copies to Karyn Gillette, Nathan Henderson-James, and Michael McDunnah, but denies each and every remaining or inconsistent allegation contained in paragraph 59.

60. Defendant admits the allegations contained in paragraph 60 of the Complaint.

61. Defendant admits the allegations contained in paragraph 61 of the Complaint.

62. Defendant admits that Karyn Gillette was her supervisor at the time she was terminated, but Defendant is without sufficient knowledge or information to form a belief as to the truth or falsity of the remaining allegations in paragraph 62 of the Complaint and therefore denies the same.

63. Defendant is without sufficient knowledge or information to form a belief as to the truth or falsity of the allegations in paragraph 63 of the Complaint and therefore denies the same.

64. Defendant is without sufficient knowledge or information to form a belief as to the truth or falsity of the allegations in paragraph 64 of the Complaint and therefore denies the same.

65. Defendant denies the allegations contained in paragraph 65 of the Complaint.

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

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

68. Defendant denies the allegations contained in paragraph 68 of the Complaint.

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

70. Defendant denies the allegations contained in paragraph 70 of the Complaint.

71. Defendant denies the allegations contained in paragraph 71 of the Complaint.

72. Defendant admits that Project Vote, ACORN, and CSI have at a minimum an “established track record of collaboration,” and further states that there is no meaningful separation between the operations, staffing, and control of these entities. Defendant denies all remaining and inconsistent allegations contained in paragraph 72 of the Complaint.

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

74. Defendant denies the allegations contained in paragraph 74 of the Complaint.

75. Defendant denies the allegations contained in paragraph 75 of the Complaint.

V. Count One: Trademark Infringement

76. Defendant incorporates by reference her responses to paragraphs 1 through 75 as though fully set forth herein.

77. Defendant is without sufficient knowledge or information to form a belief as to the truth or falsity of the allegations in paragraph 77 of the Complaint and therefore denies the same.

78. Defendant denies the allegations contained in paragraph 78.

79. Defendant is without sufficient knowledge or information to form a belief as to the truth or falsity of the allegations in paragraph 79 of the Complaint and therefore denies the same.

80. Defendant denies the allegations contained in paragraph 80 of the Complaint.

81. Defendant admits that she distributed a blog post she drafted in April of 2009 via email from the account projectvotenews@mail.org. Defendant denies each and every remaining or inconsistent allegation contained in paragraph 81.

82. Defendant denies the allegations contained in paragraph 82.

83. Defendant denies the allegations contained in paragraph 83.

84. Defendant admits that some recipients of an email containing a blog post drafted by her were persons who were on a list purporting to contain names of individuals who or entities that previously provided financial support to Project Vote or its affiliated entities, but denies each and every remaining or inconsistent allegation contained in paragraph 84.

85. The allegations in paragraph 85 state legal conclusions to which no response is required. To the extent a response is required, Defendant denies the allegations in paragraph 85.

86. The allegations in paragraph 86 state legal conclusions to which no response is required. To the extent a response is required, Defendant denies the allegations in paragraph 86.

87. The allegations in paragraph 87 state legal conclusions to which no response is required. To the extent a response is required, Defendant denies the allegations in paragraph 87.

88. The allegations in paragraph 88 state legal conclusions to which no response is required. To the extent a response is required, Defendant denies the allegations in paragraph 88.

89. The allegations in paragraph 89 state legal conclusions to which no response is required. To the extent a response is required, Defendant denies the allegations in paragraph 89.

VI. Count Two: Trademark Dilution

90. Defendant incorporates by reference its responses to paragraphs 1 through 89 as though fully set forth herein.

91. Defendant denies the allegations contained in paragraph 91 of the Complaint.

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

93. The allegations in paragraph 93 state legal conclusions to which no response is required. To the extent a response is required, Defendant denies the allegations in paragraph 93.

94. The allegations in paragraph 94 state legal conclusions to which no response is required. To the extent a response is required, Defendant denies the allegations in paragraph 94.

95. The allegations in paragraph 95 state legal conclusions to which no response is required. To the extent a response is required, Defendant denies the allegations in paragraph 95.

96. The allegations in paragraph 96 state legal conclusions to which no response is required. To the extent a response is required, Defendant denies the allegations in paragraph 96.

VII. Count Three: False Designation of Origin

97. Defendant incorporates by reference its responses to paragraphs 1 through 96 as though fully set forth herein.

98. Defendant denies the allegations contained in paragraph 98 of the Complaint.

99. Defendant denies the allegations contained in paragraph 99 of the Complaint.

100. The allegations in paragraph 100 state legal conclusions to which no response is required. To the extent a response is required, Defendant denies the allegations in paragraph 100.

101. The allegations in paragraph 101 state legal conclusions to which no response is required. To the extent a response is required, Defendant denies the allegations in paragraph 101.

102. The allegations in paragraph 102 state legal conclusions to which no response is required. To the extent a response is required, Defendant denies the allegations in paragraph 102.

103. The allegations in paragraph 103 state legal conclusions to which no response is required. To the extent a response is required, Defendant denies the allegations in paragraph 103.

VIII. Count Four: Misappropriation of Trade Secrets

104. Defendant incorporates by reference its responses to paragraphs 1 through 103 as though fully set forth herein.

105. Defendant denies the allegations contained in paragraph 105 of the Complaint.

106. Defendant admits that during the time period she was employed at Project Vote a password was used in connection with some of Project Vote's electronic files. Defendant is without sufficient knowledge or information to form a belief as to the truth or falsity of any remaining allegations in paragraph 106 of the Complaint and therefore denies the same. Whether "reasonable efforts" were taken by Project Vote is a legal conclusion to which no response is required. To the extent a response is required, Defendant denies that "reasonable efforts" were taken.

107. The allegations in paragraph 107 state legal conclusions to which no response is required. To the extent a response is required, Defendant denies the allegations in paragraph 107.

108. Defendant denies the allegations contained in paragraph 108 of the Complaint.

109. Defendant denies the allegations contained in paragraph 109 of the Complaint.

110. Defendant denies the allegations contained in paragraph 110 of the Complaint.

111. Defendant denies the allegations contained in paragraph 111 of the Complaint.

112. The allegations in paragraph 112 state legal conclusions to which no response is required. To the extent a response is required, Defendant denies the allegations in paragraph 112.

113. The allegations in paragraph 113 state legal conclusions to which no response is required. To the extent a response is required, Defendant denies the allegations in paragraph 113.

114. The allegations in paragraph 114 state legal conclusions to which no response is required. To the extent a response is required, Defendant denies the allegations in paragraph 114.

IX. Count Five: Tortious Interference with Prospective Economic Advantage

115. Defendant incorporates by reference its responses to paragraphs 1 through 114 as though fully set forth herein.

116. Defendant is without sufficient knowledge or information to form a belief as to the truth or falsity of the allegations in paragraph 116 of the Complaint and therefore denies the same.

117. Defendant denies the allegations contained in paragraph 117 of the Complaint.

118. Defendant denies the allegations contained in paragraph 118 of the Complaint.

119. The allegations in paragraph 119 state legal conclusions to which no response is required. To the extent a response is required, Defendant denies the allegations in paragraph 119.

120. Defendant is without sufficient knowledge or information to form a belief as to the truth or falsity of the allegations in paragraph 120 of the Complaint and therefore denies the same.

121. Defendant denies the allegations contained in paragraph 121 of the Complaint.

122. Defendant denies the allegations contained in paragraph 122 of the Complaint.

123. The allegations in paragraph 123 state legal conclusions to which no response is required. To the extent a response is required, Defendant denies the allegations in paragraph 123.

124. The allegations in paragraph 124 state legal conclusions to which no response is required. To the extent a response is required, Defendant denies the allegations in paragraph 124.

125. The allegations in paragraph 125 state legal conclusions to which no response is required. To the extent a response is required, Defendant denies the allegations in paragraph 125.

X. Count Six: Trespass to Chattels

126. Defendant incorporates by reference its responses to paragraphs 1 through 125 as though fully set forth herein.

127. Defendant denies the allegations contained in paragraph 127 of the Complaint.

128. Defendant denies the allegations contained in paragraph 128 of the Complaint.

129. The allegations in paragraph 129 state legal conclusions to which no response is required. To the extent a response is required, Defendant denies the allegations in paragraph 129.

130. The allegations in paragraph 130 state legal conclusions to which no response is required. To the extent a response is required, Defendant denies the allegations in paragraph 130.

XI. Count Seven: Civil Conspiracy

131. Defendant incorporates by reference its responses to paragraphs 1 through 130 as though fully set forth herein.

132. Defendant denies the allegations contained in paragraph 132 of the Complaint.

133. Defendant denies the allegations contained in paragraph 133 of the Complaint.

134. The allegations in paragraph 134 state legal conclusions to which no response is required. To the extent a response is required, Defendant denies the allegations in paragraph 134.

135. The allegations in paragraph 135 state legal conclusions to which no response is required. To the extent a response is required, Defendant denies the allegations in paragraph 135.

136. The allegations in paragraph 136 state legal conclusions to which no response is required. To the extent a response is required, Defendant denies the allegations in paragraph 136.

137. The allegations in paragraph 137 state legal conclusions to which no response is required. To the extent a response is required, Defendant denies the allegations in paragraph 137.

138. The allegations in paragraph 138 state legal conclusions to which no response is required. To the extent a response is required, Defendant denies the allegations in paragraph 138.

139. The allegations in paragraph 139 state legal conclusions to which no response is required. To the extent a response is required, Defendant denies the allegations in paragraph 139.

XII. Count Eight: Conversion

140. Defendant incorporates by reference its responses to paragraphs 1 through 139 as though fully set forth herein.

141. Defendant denies the allegations contained in paragraph 141 of the Complaint.

142. Defendant denies the allegations contained in paragraph 142 of the Complaint.

143. The allegations in paragraph 143 state legal conclusions to which no response is required. To the extent a response is required, Defendant denies the allegations in paragraph 143 of the Complaint.

XIII. Count Nine: Negligent Misrepresentation

144. Defendant incorporates by reference its responses to paragraphs 1 through 143 as though fully set forth herein.

145. Defendant denies the allegations contained in paragraph 145 of the Complaint.

146. Defendant denies the allegations contained in paragraph 146 of the Complaint.

147. Defendant denies the allegations contained in paragraph 147 of the Complaint.

148. Defendant is without sufficient knowledge or information to form a belief as to the truth or falsity of the allegations in paragraph 148 of the Complaint and therefore denies the same.

149. Defendant denies the allegations contained in paragraph 149 of the Complaint and affirmatively states that she never forwarded any credit card invoices that contained her personal expenses to Project Vote's accounts payable office.

150. Defendant denies the allegations contained in paragraph 150 of the Complaint and affirmatively states that she never forwarded any credit card invoices that contained her personal expenses to Project Vote's accounts payable office.

151. Defendant denies the allegations contained in paragraph 151 of the Complaint.

152. The allegations in paragraph 152 state legal conclusions to which no response is required. To the extent a response is required, Defendant denies the allegations in paragraph 152.

153. The allegations in paragraph 153 state legal conclusions to which no response is required. To the extent a response is required, Defendant denies the allegations in paragraph 153.

XIV. Count Ten: Fraud By Knowing Concealment of Material Fact

154. Defendant incorporates by reference its responses to paragraphs 1 through 153 as though fully set forth herein.

155. Defendant denies the allegations contained in paragraph 155 of the Complaint.

156. Defendant denies the allegations contained in paragraph 156 of the Complaint.

157. Defendant denies the allegations contained in paragraph 157 of the Complaint.

158. Defendant is without sufficient knowledge or information to form a belief as to the truth or falsity of the allegations in paragraph 158 of the Complaint and therefore denies the same.

159. Defendant denies the allegations contained in paragraph 159 of the Complaint and affirmatively states that she never forwarded any credit card invoices that contained her personal expenses to Project Vote's accounts payable office.

160. The allegations in paragraph 160 state legal conclusions to which no response is required. To the extent a response is required, Defendant denies the allegations in paragraph 160.

161. Defendant denies the allegations contained in paragraph 161 of the Complaint and affirmatively states that she never forwarded any credit card invoices that contained her personal expenses to Project Vote's accounts payable office.

162. Defendant denies the allegations contained in paragraph 162 of the Complaint.

163. Defendant denies the allegations contained in paragraph 163 of the Complaint.

164. Defendant is without sufficient knowledge or information to form a belief as to the truth or falsity of the allegations in paragraph 164 of the Complaint and therefore denies the same.

165. Defendant denies the allegations contained in paragraph 165 of the Complaint.

166. Defendant denies the allegations contained in paragraph 166 of the Complaint.

167. The allegations in paragraph 167 state legal conclusions to which no response is required. To the extent a response is required, Defendant denies the allegations in paragraph 167.

168. The allegations in paragraph 168 state legal conclusions to which no response is required. To the extent a response is required, Defendant denies the allegations in paragraph 168.

XV. Count Eleven: Fraud by Intentional Misrepresentation of Material Fact

169. Defendant incorporates by reference its responses to paragraphs 1 through 168 as though fully set forth herein.

170. Defendant denies the allegations contained in paragraph 170 of the Complaint.

171. Defendant denies the allegations contained in paragraph 171 of the Complaint.

172. Defendant denies the allegations contained in paragraph 172 of the Complaint.

173. Defendant is without sufficient knowledge or information to form a belief as to the truth or falsity of the allegations in paragraph 173 of the Complaint and therefore denies the same.

174. Defendant denies the allegations contained in paragraph 174 of the Complaint and affirmatively states that she never forwarded any credit card invoices that contained her personal expenses to Project Vote's accounts payable office.

175. Defendant denies the allegations contained in paragraph 175 of the Complaint and affirmatively states that she never forwarded any credit card invoices that contained her personal expenses to Project Vote's accounts payable office.

176. The allegations in paragraph 176 state legal conclusions to which no response is required. To the extent a response is required, Defendant denies the allegations in paragraph 176.

177. Defendant denies the allegations contained in paragraph 177 of the Complaint and affirmatively states that she never forwarded any credit card invoices that contained her personal expenses to Project Vote's accounts payable office.

178. Defendant denies the allegations contained in paragraph 178 of the Complaint.

179. Defendant is without sufficient knowledge or information to form a belief as to the truth or falsity of the allegations in paragraph 179 of the Complaint and therefore denies the same.

180. Defendant denies the allegations contained in paragraph 180 of the Complaint.

181. Defendant denies the allegations contained in paragraph 181 of the Complaint.

182. The allegations in paragraph 182 state legal conclusions to which no response is required. To the extent a response is required, Defendant denies the allegations in paragraph 182.

183. The allegations in paragraph 183 state legal conclusions to which no response is required. To the extent a response is required, Defendant denies the allegations in paragraph 183.

XVI. Count Twelve: Breach of Contract

184. Defendant incorporates by reference its responses to paragraphs 1 through 183 as though fully set forth herein.

185. Defendant admits to entering into a written agreement to borrow \$1,000.00 from Project Vote in January of 2007. This written agreement speaks for itself and Defendant denies any and all characterizations or mischaracterizations of the same. Defendant denies the remaining allegations contained in paragraph 185 of the Complaint.

186. Defendant admits to entering into a written agreement to borrow \$500.00 from Project Vote in November of 2007. This written agreement speaks for itself and Defendant denies any and all characterizations or mischaracterizations of the same. Defendant denies the remaining allegations contained in paragraph 186 of the Complaint.

187. Defendant denies the allegations contained in paragraph 187 of the Complaint.

188. Defendant denies any suggested connection or relationship between the loan of \$500.00 obtained by the Defendant in November of 2007 and a credit card payment made in the month previous. Defendant denies any remaining allegations contained in paragraph 188 of the Complaint.

189. Defendant denies the allegations contained in paragraph 189 of the Complaint.

190. The allegations in paragraph 190 state legal conclusions to which no response is required. To the extent a response is required, Defendant denies the allegations in paragraph 190.

Prayer for Relief

WHEREFORE, Defendant prays that this Court dismiss each and every count of Plaintiff's Complaint, award her costs and fees, and provide such other and further relief as this Court deems just and proper.

Affirmative Defenses

Defendant asserts the following defenses to Plaintiff's Complaint and reserves her right to amend or supplement these defenses as further information becomes available through discovery.

1. Project Vote's claims arising under the Lanham Act fail as a matter of law because Defendant's alleged use of Project Vote's trademark was for purposes of identification, criticism, discussion, political and other First Amendment-protected speech, or was otherwise not commercial in nature.

2. Project Vote's claims for trademark infringement and false designation of origin fail as a matter of law because Defendant's alleged use of Project Vote's trademark was not likely to cause confusion or mistake as to its origin or source.

3. Project Vote's claims arising under the Lanham Act fail as a matter of law because Defendant's alleged use of Project Vote's trademark is protected by the First Amendment of the United States Constitution.

4. Project Vote's claim for trademark dilution fails as a matter of law because Project Vote's trademark is not famous or distinctive and 15 U.S.C. § 1125(c) is therefore not applicable.

5. Project Vote's Lanham Act claims fail because it was not harmed, or any harm it has suffered was not proximately caused by Defendant's actions.

6. Project Vote's claim for misappropriation of trade secrets fails as a matter of law because its database of donors does not constitute a trade secret and Defendant did not improperly acquire or disclose Project Vote's donor database.

7. Project Vote's claim for misappropriation of trade secrets fails because it has not pled and cannot establish actual loss proximately caused by any conduct of Defendant, nor can Project Vote establish unjust enrichment.

8. Project Vote's claim for tortious interference with prospective economic advantage fails because Project Vote (a) did not have commercially reasonable business expectancies, (b) no such expectancies were terminated as a proximate result of Defendant's actions, (c) Defendant lacked the requisite intent, and (d) Project Vote, CSI, and ACORN are not truly separate entities so that no "wedge" can be driven between them.

9. Project Vote's claim for trespass to chattels fails because Project Vote has not incurred any damage to a chattel caused by any authorized use or intermeddling by Defendant.

10. Project Vote's claim for civil conspiracy fails to the extent the underlying substantive claims fail.

11. Project Vote's claim for conversion is barred, at least in part, because of payment by Defendant in that Project Vote withheld Defendant's paycheck.

12. Project Vote's claim for conversion is barred by accord and satisfaction.

13. Project Vote's claim for negligent misrepresentation is barred by Project Vote's own negligence.

14. Project Vote's claims for negligent misrepresentation, fraud by knowing concealment of material fact, and fraud by intentional misrepresentation of material fact, fail as a matter of law because Defendant made no misrepresentations to Project Vote and Project Vote did not justifiably rely on any alleged representations by Defendant.

15. Project Vote's claim for breach of contract is barred by the doctrine of laches, unclean hands, wavier, or release.

16. Defendant avails itself of each and every defense, in law or in equity, which becomes available throughout the course of discovery.

Respectfully submitted,

GRAVES BARTLE MARCUS & GARRETT LLC

/s/ Edward D. Greim

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