

**UNITED STATES DISTRICT COURT
DISTRICT OF MINNESOTA**

Tayah Lackie,

Civil File No. 24-cv-01684 (LMP/LIB)

Plaintiff,

vs.

Minnesota State University Student
Association, Inc. d/b/a Students United,

**MINNESOTA STATE
UNIVERSITY STUDENT
ASSOCIATION, INC. D/B/A
STUDENTS UNITED’S
ANSWER TO
FIRST AMENDED COMPLAINT**

Defendant.

Minnesota State University Student Association, Inc. d/b/a Students United (hereafter “Students United”), for its Answer to Plaintiff’s First Amended Complaint, states, alleges, and asserts as follows:

1. Students United denies each and every paragraph and/or allegation contained therein, except as otherwise hereinafter expressly admitted, qualified, or explained.

INTRODUCTION

2. Students United does not believe that a response to Paragraphs 1, 2, 3, 4, 5, 6, 7, 8 and 9, is required as these Paragraphs set forth introductory statements, not allegations; but to the extent a response is required, Students United denies.

JURISDICITON AND VENUE

3. That in response to the allegations set forth in Paragraphs 10 and 11, Students United admits that this Court has jurisdiction, and that venue is proper.

PARTIES

4. That in response to the allegations set forth in Paragraph 12, Students United admits, upon information and belief, that Plaintiff Tayah Lackie is a Minnesota resident who attended St. Cloud State University from the Fall of 2021 through graduation on May 3, 2024; and

that she was required to pay fees to Students United in accordance with Minnesota law and Board policies.

5. Students United admits the allegations set forth in Paragraph 13.

6. Students United admits the allegations set forth in Paragraph 14.

7. Students United is currently without sufficient information so as to admit or deny the allegations set forth in Paragraphs 15, 16, 17 and 18.

8. Students United does not believe a response to Paragraph 19 is required, as it sets forth a statement, not an allegation; but to the extent a response is required, Students United admits upon information and belief.

9. Students United is currently without sufficient information so as to admit or deny the allegations set forth in Paragraphs 20 and 21.

10. Students United does not believe a response to Paragraph 22 is required, as it sets forth a statement, not an allegation; but to the extent a response is required, Students United admits upon information and belief.

FACTS

11. That in response to the allegations set forth in Paragraph 23, Students United admits that, in accordance with Minnesota law and Board policies, students who attend a university in the Minnesota State system generally are required to be members and pay a fee to Students United, a nonprofit organization that, in part, advocates for various issues on behalf of students.

12. That in response to the allegations set forth in Paragraphs 24, 25, 26, 27, 28, 29 and 30, Students United admits that it is recognized as the statewide student association and that the Board policies and statutes cited and/or quoted speak for themselves.

13. That in response to the allegations set forth in Paragraph 31, Students United admits that the fee charged to students enrolled at St. Cloud State University in 2023-2024, including Plaintiff, was \$0.80 per credit.

14. That in response to the allegations set forth in Paragraph 32, Students United admits that it sets and receives fees in accordance with Minnesota law.

15. Students United denies the allegations set forth in Paragraph 33, as alleged.

16. That in response to the allegations and/or examples set forth in Paragraphs 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45 and 46, Students United admits that the websites, social media accounts or postings, and/or agendas referenced and/or set forth speak for themselves; but it denies that any postings and/or agendas from 2025 or after Plaintiff graduated are relevant to her claims.

17. Students United does not believe a response to Paragraph 47 is required, as it sets forth a statement, not an allegation; but to the extent a response is required, Students United denies.

18. That in response to the allegations set forth in Paragraph 48, Students United admits that it describes the organization as quoted, but it otherwise denies.

19. That in response to the allegations set forth in Paragraph 49, Students United admits that the funding or budget information set forth at the websites referenced speak for themselves.

20. That in response to the allegations set forth in Paragraphs 51, 52 and 53, Students United admits, upon information and belief.

21. Students United is currently without sufficient information so as to admit or deny the allegations set forth in Paragraph 54.

22. That in response to the allegations set forth in Paragraph 55, Students United admits, upon information and belief, only that Plaintiff paid \$9.60 in fees for the fall semester and \$12.00 in fees for the spring semester of 2023-2024 school year.

23. That in response to the allegations set forth in Paragraph 56, Students United admits only that it did not inform Plaintiff of the fees that she was required to pay in accordance with Minnesota law and Board policies.

24. That in response to the allegations set forth in Paragraph 57, Students United is without sufficient information as to what Plaintiff does or does not recall and, therefore, denies.

25. That in response to the allegations set forth in Paragraph 58, Students United admits only that there is no private agreement between it and Plaintiff.

26. That in response to the allegations set forth in Paragraph 59, Students United admits, upon information and belief, that Plaintiff did not have an opportunity to opt out of paying fees to Students United.

27. Students United does not believe a response to the allegations set forth in Paragraph 60 is required by it, as the Court has determined that Plaintiff cannot maintain an association claim against Students United.

28. That in response to the allegations set forth in Paragraphs 61, 62 and 63, Students United admits, upon information and belief, that Plaintiff objects to the payment of fees to Students United and/or disagrees with certain issues that it has advocated for on behalf of students, including the abolition of student debt.

29. Students United does not believe a response to the allegations set forth in Paragraph 64 is required by it, as the Court has determined that Plaintiff cannot maintain an association claim against Students United.

CLAIMS FOR RELIEF

COUNT I

30. That in response to Paragraph 65, Students United incorporates and asserts its responses to Paragraphs 1 through 64 of the First Amended Complaint as set forth above.

31. That in response to the allegations set forth in Paragraph 66, Students United generally admits.

32. That in response to the allegations set forth in Paragraph 67, Students United admits, upon information and belief, that the cases cited therein include the language quoted.

33. That in response to the allegations set forth in Paragraph 68 and 69, Students United admits only that Plaintiff was required to pay a fee to Students United in accordance with Minnesota law and Board policies.

34. That in response to the allegations set forth in Paragraphs 70, 71 and 72 Students United denies.

35. That in response to the allegations set forth in Paragraph 73, Students United admits only that Plaintiff seeks an award of restitution and/or damages, but it otherwise denies.

COUNT II

36. Students United denies that a response to the allegations set forth in Paragraphs 74, 75, 76, 77, 78, 79, 80, 81 and 82 is required, as the allegations are not directed at it.

COUNT III

37. That in response to Paragraph 83, Students United incorporates and asserts its responses to Paragraphs 1 through 82 of the First Amended Complaint as set forth above.

38. Students United denies that a response to Paragraph 84 is required, as it merely purports to state the elements of unjust enrichment.

39. Students United denies the allegations set forth in Paragraphs 85, 86 and 87.

40. That in response to the allegations set forth in Paragraph 88, Students United admits only that Plaintiff seeks an award of damages, but it otherwise denies.

AFFIRMATIVE DEFENSES

41. Students United affirmatively asserts that the First Amended Complaint fails to state a claim upon which relief may be granted against it.

42. Students United affirmatively asserts that it is a private organization that did not act jointly with any state or government entity, including so as to fairly be treated as a state actor for purposes of the First Amendment.

43. Students United affirmatively asserts that student fees are used to advocate for issues that are viewpoint neutral, non-political, and/or determined by student members and leaders to be of importance to students.

44. Students United affirmatively asserts that some student fees are used towards scholarships, expenses, and/or other non-advocacy items.

45. Students United affirmatively asserts that Plaintiff's damages or injuries, if any, were not caused by any acts, omissions, fault, violations, or wrongdoing on the part of Students United.

46. Students United affirmatively asserts that Plaintiff's damages or injuries, if any, may have been caused or contributed to by the acts, omissions, fault, violations, or wrongdoing by others over whom Students United does not have any control.

47. Students United affirmatively asserts that Plaintiff may have failed to mitigate her damages, if any, and/or may have contributed to any damages.

48. Students United affirmatively asserts its right to amend this Answer, including to assert additional affirmative defenses, pending further investigation and discovery.

WHEREFORE, Students United requests that Plaintiff take nothing by her First Amended Complaint, that the First Amended Complaint be dismissed with prejudice, and that Students United have judgment in its favor, together with costs, disbursements, and any other remedies allowed by law.

COUSINEAU MALONE, P.A.

Dated: October 13, 2025

By: /s/ Tamara L. Novotny
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