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Attorneys for Plaintiff, JAY ASHER

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES
STANLEY MOSK COURTHOUSE
UNLIMITED JURISDICTION

JAY ASHER, an individual,)	Case No.:
)	
Plaintiff,)	VERIFIED COMPLAINT FOR DAMAGES
)	
vs.)	1. Defamation – Per Se
)	2. Defamation – Per Quod
SCBWI - SOCIETY OF CHILDREN’S)	3. Intentional Infliction of Emotional
BOOK WRITERS AND ILLUSTRATORS,) Distress)	
A NON-PROFIT CORPORATION [a)	
California Corporation], LIN OLIVER, in)	
her official and individual capacities, and)	
DOES 1 through 50, inclusive,)	
)	
Defendants.)	DEMAND FOR JURY TRIAL
)	

1 Plaintiff, JAY ASHER ("Plaintiff") alleges against Defendants, SCBWI – SOCIETY OF
2 CHILDREN'S BOOK WRITERS AND ILLUSTRATORS, A NON-PROFIT CORPORATION,
3 LIN OLIVER, in her individual and official capacities, and DOES 1 through 50, and each of
4 them as follows:
5

6 **PARTIES**
7

8 1. Plaintiff, JAY ASHER, has been and is an individual residing in San Luis Obispo County,
9 California. Plaintiff is an author of novels for teenagers. Plaintiff has published four books,
10 *Thirteen Reasons Why*, a 2007 New York Times best-selling young-adult fiction novel, *The*
11 *Future of Us*, *What Light*, and *Piper*. In March 2017, Netflix launched a televised series based
12 upon Plaintiff's novel *Thirteen Reasons Why*. At all times, Plaintiff has enjoyed a good
13 reputation both generally and in his occupation;
14

15 2. Defendant, SCBWI – SOCIETY OF CHILDREN'S BOOK WRITERS AND
16 ILLUSTRATORS, A NON-PROFIT CORPORATION (hereinafter "SCBWI"), at all relevant
17 times, has been and is a non-profit corporation duly organized and existing under the laws of the
18 State of California, with its principal place of business in Los Angeles, California;
19

20 3. Defendant, LIN OLIVER (hereinafter, "Defendant OLIVER"), at all relevant times, has
21 been and is the Chief Executive Officer of SCBWI. Defendant OLIVER is the co-founder and
22 executive director of SCBWI. Plaintiff is informed and believes and thereon alleges that at all
23 relevant times, Defendant OLIVER, has been and is residing in Los Angeles County, California.
24 Defendant OLIVER actively and directly participated in the unlawful conduct at issue. Plaintiff
25 is informed and believes and thereon alleges that at all times relevant, Defendant OLIVER had
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1 authority to make decisions and to issue statements on behalf of SCBWI. Plaintiff is informed
2 and believes and thereon alleges that at all times relevant, Defendant OLIVER had authority to
3 discipline members of SCBWI, including authority to terminate individuals' membership in
4 SCBWI;
5

6 4. Defendant DOES 1 through 50, inclusive, are sued herein under fictitious names. Their
7 true names and capacities are presently unknown to Plaintiff. When said true names and
8 capacities are ascertained, Plaintiff will amend this Complaint by inserting such information.
9
10 Plaintiff is informed and believes and thereon alleges that each of the fictitiously named
11 Defendants are responsible in some manner for the occurrences herein alleged and Plaintiff's
12 damages were proximately caused by said Defendants;
13

14 5. Plaintiff is informed and believes and thereon alleges that at all times relevant, each
15 Defendant, including the DOE Defendants, was the agent, servant, employee, partner, co-
16 conspirator, representative, and/or joint venture of each of the other Defendants. Each Defendant
17 was acting in concert with each remaining Defendant in all matters alleged, and each Defendant
18 has inherited any and all violations or liability of their predecessors in interest. Additionally, each
19 Defendant has passed any and all liability to their successors in interest, and at all times were
20 acting within the course and scope of such agency, employment, partnership, and/or concert of
21 action;
22
23

24 **JURISDICTION AND VENUE**

25 6. Jurisdiction is conferred on this Court because Defendants named herein are residents of
26 the State of California and/or conduct business in the State of California. Jurisdiction is
27 conferred on this Court as to all causes of action because they arise under state statutory law;
28

1 7. Venue is proper in this Court because Defendants reside in this County, or conduct
2 business herein, and maintain records relevant to Plaintiff's claims herein, and because a
3 substantial part of the events and omissions giving rise to Plaintiff's claims occurred in this
4 County;
5

6 **GENERAL ALLEGATIONS**

7 8. Plaintiff is informed and believes and thereon alleges that Defendant, SCBWI is an
8 organization that acts as a network for the exchange of knowledge between writers, illustrators,
9 editors, publishers, agents, librarians, educators, booksellers and others involved with literature
10 for young people. SCBWI's mission is to promote the appreciation of children's books around
11 the world by fostering a vibrant community of individuals who bring books for young readers to
12 the public. SCBWI provides education and support for these individuals through their awards,
13 grants, programs and events. SCBWI has more than 22,000 members worldwide, in over 80
14 regional chapters, making it the largest children's writing organization in the world;
15

16 9. From 1999 until 2018, Plaintiff was an active member of SCBWI. During the period of
17 his membership, Plaintiff attended numerous SCBWI events, whereat he developed numerous
18 acquaintances. During this time, Plaintiff's career went from unpublished author to New York
19 Times bestseller. Plaintiff attended numerous SCBWI national conferences held in Los Angeles
20 as well as many regional conferences in southern California. While some of the acquaintances
21 made within the SCBWI community admired Plaintiff's blossoming career and popularity, others
22 grew resentful and determined to destroy all that Plaintiff worked hard to achieve. After Plaintiff
23 became a published author in 2007, Plaintiff attended regional SCBWI conferences around the
24 United States as a SCBWI faculty member;
25
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1 10. Plaintiff is informed and believes and thereon alleges in April 2017, an individual upset
2 over Plaintiff's success sent two anonymous emails to Defendants, and each of them. The emails
3 were purportedly from seven women members of SCBWI who alleged Plaintiff was using
4 SCBWI to lure women sexually, that Plaintiff preyed upon women members of SCBWI, that
5 Plaintiff intimidated the seven women members of SCBWI into silence by threatening them, and
6 that the threats Plaintiff allegedly conveyed made the seven women members of SCBWI feel
7 unsafe to attend SCBWI events. These allegations were false. Plaintiff is informed and believes
8 and thereon alleges that Defendants, and each of them, did not attempt to illicit any further
9 information from the individual sending the anonymous emails;
10

11 11. Between April 2017 and December 2017, Plaintiff and Defendant OLIVER discussed the
12 accusations written in the anonymous April 2017 emails to Defendants. Plaintiff disclosed to
13 Defendants that while Plaintiff developed relationships with SCBWI members, none of the
14 relationships were initiated, maintained, or ended as described. Defendant OLIVER stated that
15 the emails read like "sour grapes." Defendant OLIVER further communicated that she felt
16 the accusations were a transparent attempt to sully Plaintiff's name just days after the series
17 *Thirteen Reasons Why* debuted on Netflix. Plaintiff is informed and believes and thereon alleges
18 that no further investigation into the April 2017 accusations against Plaintiff was conducted;
19

20 12. In April 2017, Plaintiff and Defendant OLIVER discussed Plaintiff temporarily taking a
21 step back from his active role in SCBWI. Plaintiff is informed and believes and thereon alleges
22 that when Plaintiff's SCBWI membership lapsed, Defendants, and each of them, encouraged
23 Plaintiff to renew his SCBWI membership;
24
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1 13. In June 2017, Plaintiff is informed and believes and thereon alleges that Defendants, and
2 each of them, received an email from one of the alleged seven anonymous women who authored
3 the April 2017 emails regarding Plaintiff. The author identified herself in the email and
4 confirmed that she had been part of the April 2017 anonymous emails. The author stated that the
5 accusations in the April 2017 emails were false. Plaintiff is informed and believes and thereon
6 alleges that no further investigation into the June 2017 email was conducted;
7

8 14. On December 29, 2017, Plaintiff is informed and believes and thereon alleges that
9 Defendants, and each of them, received an email from one of the alleged seven anonymous
10 women who authored the April 2017 emails regarding Plaintiff. The author confirmed she had
11 sent the April 2017 anonymous emails. The December 29, 2017 email contradicted claims made
12 in the April 2017 emails. The December 29, 2017 email however, further claimed Plaintiff used
13 threats and intimidation to keep her quiet and made comments about women pursuing him for his
14 fame. These allegations were false. Plaintiff is informed and believes and thereon alleges that no
15 further investigation was conducted;
16

17 15. On or about February 12, 2018, Defendant OLIVER, in her individual capacity and her
18 official capacity at SCBWI issued a statement to the Associated Press that "Jay Asher... [was]
19 found to have violated the SCBWI code of conduct in regard to harassment..." "Claims against
20 [Asher] were investigated and, as a result, [he is] no longer [a] member...and ... will [not] be
21 appearing at any SCBWI events in the future." A copy of Defendant OLIVER's statement is
22 attached hereto as Exhibit A and made a part of this Complaint hereof;
23

24 16. The following statements were false as they apply to Plaintiff:
25

26 a. Plaintiff did not violate the SCBWI code of conduct in regard to harassment;
27
28

1 b. Claims against Plaintiff were not "investigated" as this term is commonly used
2 and understood;

3 c. Plaintiff was not removed as a member of SCBWI as a result of any violations of
4 the SCBWI code of conduct in regard to harassment;
5

6 17. Defendant OLIVER's February 12, 2018 statement made in her individual capacity and
7 official capacity at SCBWI was defamatory on its face. These words tend to injure Plaintiff in his
8 profession as an author of novels for teenagers by painting him as a criminal guilty of
9 harassment. This characterization of Plaintiff would naturally have a tendency to lessen
10 Plaintiff's profits via cancelled book tours, cancelled speaking engagements, dramatically
11 decreased book sales, and exclusion from involvement in a Netflix series based upon *Thirteen*
12 *Reasons Why*. It further exposes Plaintiff to hatred, contempt, ridicule, and obloquy at the height
13 of the #metoo movement. It is a representation of fact that concludes, based upon the findings of
14 a systematic examination or an official inquiry, that Plaintiff was deemed to have been found
15 guilty of harassment causing his permanent removal from SCBWI;
16

17 18. On or about February 14, 2018, SCBWI issued a statement: "It is of paramount
18 importance to SCBWI that we maintain a welcoming and safe environment for all members of
19 our community," adding: "We would like to take this opportunity to express deep regret that any
20 harassment occurred within the SCBWI community. We hope that our newly crafted and detailed
21 anti-harassment policies and procedures will ensure that SCBWI is a safe space for everyone. We
22 care about our members, and put their emotional and physical safety and comfort as our highest
23 priority." A copy of SCBWI statement is attached hereto as Exhibit B and made a part of this
24 Complaint hereof;
25
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1 19. SCBWI's February 14, 2018 statement was made of and concerning Plaintiff and was so
2 understood by those who read SCBWI's statement;

3 20. SCBWI's February 14, 2018 statement was defamatory because the language indicates
4 that due to Plaintiff's alleged conduct:

5
6 a. SCBWI was unable to maintain a welcoming and safe environment for its
7 members;

8 b. SCBWI members were harassed;

9
10 c. SCBWI was forced to newly craft detailed anti-harassment policies and
11 procedures that would ensure SCBWI was a safe space for everyone;

12 d. SCBWI members' emotional and physical safety and comfort were compromised;

13
14 21. SCBWI's February 14, 2018 statement of fact was understood by those who saw and
15 heard it in a way which defamed Plaintiff because it concludes Plaintiff harassed members of
16 SCBWI in a manner which compromised the members' emotional and physical safety and
17 comfort, which required drafting a newly crafted anti-harassment policy to prevent Plaintiff's
18 alleged conduct in the future;

19
20 22. Defendant OLIVER's February 12, 2018 statement as well as SCBWI's February 14,
21 2018 statement was printed and distributed online to virtually every major news outlet in the
22 United States. The statements were seen and read by persons all over the world;

23
24 23. Plaintiff and Defendants, and each of them, discussed the allegations made in the emails.
25 Plaintiff denied all allegations of wrongdoing and provided Defendants proof of the falsehoods
26 alleged in the emails. Defendants were provided proof that the author of the December 29, 2017
27 email sexually coerced him at a SCBWI Conference and had been harassing Plaintiff for over a
28

1 decade. Plaintiff further offered to put Defendants in contact with another person who could
2 confirm the falsehoods in the emails. Defendants consciously disregarded this offer and did not
3 perform any investigation into whether the allegations made in the emails were true;

4 **FIRST CAUSE OF ACTION –**

5 **DEFAMATION PER SE**

6
7 24. Plaintiff hereby incorporates by reference all allegations of this Complaint and re-alleges
8 them as though they were fully set forth herein;

9
10 25. None of Defendants' defamatory statements with respect to Plaintiff referenced above are
11 true;

12 26. Each of the false defamatory per se statements (as set forth above) were negligently,
13 recklessly, and intentionally made in a manner equaling malice and abuse of any alleged
14 conditional privilege (which Plaintiff denies existed), since the statements, and each of them,
15 were made with ill will and an intent to vex, harass, annoy, and injure Plaintiff in order to justify
16 the illegal and cruel actions of Defendants, and each of them, to cause further damage to
17 Plaintiff's professional and personal reputation;
18

19
20 27. Each of these statements by Defendants, and each of them, was made with knowledge
21 that no investigation supported the unsubstantiated and obviously false statements. The
22 Defendants made these statements knowing them to be false and unsubstantiated by any
23 reasonable investigation. Defendants, and each of them, had no reasonable basis to believe these
24 statements, but they also had no belief in the truth of these statements, and in fact knew the
25 statements to be false. Defendants, and each of them, excessively, negligently recklessly, and
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1 maliciously made these statements to individuals with no need to know and who had a mere
2 general or idle curiosity of this information;

3 28. The above complained-of statements by Defendants, and each of them, were made with
4 ill will towards Plaintiff and the design and intent to injure Plaintiff, Plaintiff's good name, his
5 reputation, employment, and employability. Defendants, and each of them, made these
6 statements, not with intent to protect any interest intended to be protected by any privilege but
7 with negligence, recklessness, maliciousness and/or intent to injure Plaintiff and destroy his
8 reputation. Therefore, no privilege existed to protect any of the Defendants from liability for any
9 of these aforementioned statements;
10

11 29. As a proximate result of these defamatory statements by Defendants, and each of them,
12 Plaintiff has suffered injury to his personal, business, and professional reputation including
13 suffering embarrassment, humiliation, severe emotional distress, shunning, anguish, fear, loss of
14 employment, and employability, and significant economic loss in the form of lost wages and
15 future earnings, all to Plaintiff's economic, emotional, and general damage in an amount
16 unknown at this time, but in an amount in excess of the jurisdictional limits of this Court. This
17 includes, but is not limited to, cancelled book tours, cancelled speaking engagements,
18 dramatically decreased book sales, and exclusion from involvement in a Netflix series based
19 upon *Thirteen Reasons Why*. When Plaintiff's damages are fully ascertained, Plaintiff will seek
20 leave to amend the Complaint to state the exact amount of damages Plaintiff has incurred;
21

22 30. Defendants, and each of them, committed the acts alleged herein recklessly, maliciously,
23 fraudulently, and oppressively, with the wrongful intention of injuring Plaintiff, for an improper
24 and evil motive amounting to malice (as described above), and which abused and/or prevented
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1 the existence of any conditional privilege, which in fact did not exist, and with a reckless and
2 conscious disregard of Plaintiff's rights. All actions of Defendants and each of them, their agents
3 and executives, herein alleged were known, ratified and approved by the Defendants, and each of
4 them. Plaintiff thus is entitled to recover punitive and exemplary damages from Defendants, and
5 each of them, for these wanton, obnoxious, and despicable acts in an amount based on the wealth
6 and ability to pay according to proof at time of trial;

8 31. Defendant's defamatory statements were a substantial factor in causing Plaintiff harm;

9 32. Plaintiff has been damaged in an amount in excess of the jurisdictional limits of this
10 Court;

12 **SECOND CAUSE OF ACTION –**

13 **DEFAMATION PER QUOD**

14 33. Plaintiff hereby incorporates by reference all allegations of this Complaint and re-alleges
15 them as though they were fully set forth herein;

16 34. None of Defendants' defamatory statements with respect to Plaintiff referenced above are
17 true;

18 35. Each of the false defamatory statements (as set forth above) were negligently,
19 recklessly, and intentionally made in a manner equaling malice and abuse of any alleged
20 conditional privilege (which Plaintiff denies existed), since the statements, and each of them,
21 were made with ill will and an intent to vex, harass, annoy, and injure Plaintiff in order to justify
22 the illegal and cruel actions of Defendants, and each of them, to cause further damage to
23 Plaintiff's professional and personal reputation;

24 36. Each of these statements by Defendants, and each of them, was made with knowledge
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1 that no investigation supported the unsubstantiated and obviously false statements. The
2 Defendants made these statements knowing them to be false and unsubstantiated by any
3 reasonable investigation. Defendants, and each of them, had no reasonable basis to believe these
4 statements, but they also had no belief in the truth of these statements, and in fact knew the
5 statements to be false. Defendants, and each of them, excessively, negligently and recklessly
6 made these statements to individuals with no need to know and who had a mere general or idle
7 curiosity of this information;
8

9
10 37. The above complained-of statements by Defendants, and each of them, were made with
11 ill will towards Plaintiff and the design and intent to injure Plaintiff, Plaintiff's good name, his
12 reputation, employment, and employability. Defendants, and each of them, made these
13 statements, not with an intent to protect any interest intended to be protected by any privilege but
14 with negligence, recklessness, maliciousness and/or an intent to injure Plaintiff and destroy his
15 reputation. Therefore, no privilege existed to protect any of the Defendants from liability for any
16 of these aforementioned statements;
17

18
19 38. As a proximate result of these defamatory statements by Defendants, and each of them,
20 Plaintiff has suffered injury to his personal, business, and professional reputation including
21 suffering embarrassment, humiliation, severe emotional distress, shunning, anguish, fear, loss of
22 employment, and employability, and significant economic loss in the form of lost wages and
23 future earnings, all to Plaintiff's economic, emotional, and general damage in an amount
24 unknown at this time, but in an amount in excess of the jurisdictional limits of this Court. This
25 includes, but is not limited to, cancelled book tours, cancelled speaking engagements,
26
27 dramatically decreased book sales, and exclusion from involvement in a Netflix series based
28

1 upon *Thirteen Reasons Why*. When Plaintiff's damages are fully ascertained, Plaintiff will seek
2 leave to amend the Complaint to state the exact amount of damages Plaintiff has incurred;

3 39. Defendants, and each of them, committed the acts alleged herein recklessly, maliciously,
4 fraudulently, and oppressively, with the wrongful intention of injuring Plaintiff, for an improper
5 and evil motive amounting to malice (as described above), and which abused and/or prevented
6 the existence of any conditional privilege, which in fact did not exist, and with a reckless and
7 conscious disregard of Plaintiff's rights. All actions of Defendants and each of them, their agents
8 and executives, herein alleged were known, ratified and approved by the Defendants, and each of
9 them. Plaintiff thus is entitled to recover punitive and exemplary damages from Defendants, and
10 each of them, for these wanton, obnoxious, and despicable acts in an amount based on the wealth
11 and ability to pay according to proof at time of trial;
12

13
14
15 40. Defendant's defamatory statements were a substantial factor in causing Plaintiff harm;

16 41. Plaintiff has been damaged in an amount in excess of the jurisdictional limits of this
17 Court;
18
19

20 **THIRD CAUSE OF ACTION –**

21 **INTENTIONAL INFLICTION OF EMOTIONAL DISTRESS**

22
23 42. Plaintiff hereby incorporates by reference all allegations of this Complaint and re-alleges
24 them as though they were fully set forth herein;

25 43. The conduct of Defendants and each of them, as set forth above was so extreme and
26 outrageous that it exceeded the boundaries of human decency and was beyond pale of conduct
27
28

1 tolerated in a civilized society. This conduct was intended to cause severe emotional distress, or
2 was done in reckless disregard of the probability of causing severe emotional distress;

3 44. As an actual and proximate result of Defendants' wrongful conduct, Plaintiff has suffered
4 and continues to suffer severe and continuous humiliation, emotional distress, physical and
5 mental pain and anguish due to the uncertainty about his future and his future career. Plaintiff
6 further suffers from lost sleep due to the inordinate amount of stress Plaintiff has been
7 experiencing, all to his damage in an amount according to proof at the time of trial;

8 45. By reason of the acts alleged above, Plaintiff was prevented from attending to Plaintiff's
9 usual profession as an author and thereby suffered lost earnings. Plaintiff is informed and
10 believes and thereon alleges, that Plaintiff will thereby be prevented from attending to Plaintiff's
11 usual profession for a period in the future which Plaintiff cannot ascertain, and will thereby
12 sustain further loss of earnings;

13 46. Defendants committed the acts alleged herein maliciously, fraudulently, and oppressively,
14 with the wrongful intention of injuring Plaintiff, and acted with an improper and
15 evil motive amounting to malice and in conscious disregard of Plaintiff's rights. Because the acts
16 taken toward Plaintiff were carried out by Defendants acting in a deliberate, cold, callous, and
17 intentional manner in order to injure and damage Plaintiff, he is entitled to recover punitive
18 damages from Defendants in an amount according to proof;

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24 **PRAYER FOR RELIEF**

25 WHEREFORE, Plaintiff demands a trial by jury. Plaintiff prays for judgment and order
26 against all Defendants as follows:

27
28 **A. FIRST CAUSE OF ACTION (DEFAMATION PER SE)**

1. For all general damages, in a sum to be proven at trial;
2. For all special damages, in a sum to be proven at trial;
3. For exemplary and punitive damages as allowed by law and in a sum to be proven at trial;
4. For attorneys' fees, as permitted by law;
5. For costs and fees incurred herein;
6. For such other and further relief as the Court may deem just and proper.

B. SECOND CAUSE OF ACTION (DEFAMATION PER QUOD)

1. For all general damages, in a sum to be proven at trial;
2. For all special damages, in a sum to be proven at trial;
3. For exemplary and punitive damages as allowed by law and in a sum to be proven at trial;
4. For attorneys' fees, as permitted by law;
5. For costs and fees incurred herein;
6. For such other and further relief as the Court may deem just and proper.

C. THIRD CAUSE OF ACTION- INTENTIONAL INFLICTION OF EMOTIONAL DISTRESS

1. For all general damages, in a sum to be proven at trial;
2. For all special damages, in a sum to be proven at trial;
3. For exemplary and punitive damages as allowed by law and in a sum to be proven at trial;
4. For costs and fees incurred herein;

5. For such other and further relief as the Court may deem just and proper.

FISHER LAW OFFICE

DATED: January 15, 2019

Patrick L. Fisher,
Attorney for Plaintiff,
JAY ASHER

VERIFICATION

I, Jay Asher, am the Plaintiff in the above-entitled action. I have read the foregoing complaint and know the contents thereof. The same is true of my own knowledge, except as to those matters that are therein alleged on information and belief, and as to those matters, I believe them to be true.

I declare under the penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed this 15 day of January, 2019, in San Luis Obispo, California

DATED: January 15, 2019

JAY ASHER

13 Reasons Why Author Jay Asher Expelled From Writers Group Over Harassment Allegations

Asher claims that he left the group voluntarily

by [ELIZA THOMPSON](#) FEB 13, 2018





GETTY IMAGES

Jay Asher, author of *13 Reasons Why*, has been expelled from the Society of Children's Book Writers and Illustrators, following sexual harassment allegations. Lin Oliver, the group's executive director, told the *Associated Press* on Monday that Asher was removed from the group because he violated its harassment code; Oliver said the group had received anonymous complaints by email. "Both Jay Asher and [illustrator] David Díaz were found to have violated the SCBWI code of conduct in regard to harassment," Oliver wrote in an email to the AP. "Claims against them were investigated and, as a result, they are no longer members and neither will be appearing at any SCBWI events in the future."

Asher told *BuzzFeed News* that he left SCBWI of his own volition and denied the accusations against him. "It's very scary when you know people are just not going to believe you once you open your mouth," he said. "I feel very conflicted about it just because of what's going on in the culture and who's supposed to be believed and who's not." He also told BuzzFeed that he felt "thrown under the bus" by SCBWI, and claims that he's the person being harassed. "The truth is that I had been harassed by these people for close to 10 years," Asher said. "And I just could not deal with it anymore." Following Oliver's statement, the Oklahoma Writers' Federation also told the AP that they had canceled a scheduled appearance by Asher.

Asher's book *13 Reasons Why* debuted in 2007, and in 2017, Netflix turned it into a popular show starring Katherine Langford and Dylan Minnette. Asher is also the author of *What Light* and co-author of *The Future of Us*.

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Asher, Dropped by Agent, Lawyers Up as SCBWI Revamps Conduct Policy

By John Maher | Feb 14, 2018

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Following news surrounding the removal of Jay Asher and David Diaz from the Society of Children's Book Writers and Illustrators on charges of sexual harassment, the SCBWI has announced a revised anti-harassment policy. Meanwhile, Asher, who categorically denies the SCBWI's statement that he violated its code of conduct, has retained the services of a lawyer and insists he is still an SCBWI member.

"It is of paramount importance to SCBWI that we maintain a welcoming and safe environment for all members of our community," the SCBWI said in a statement, adding: "We would like to take this opportunity to express deep regret that any harassment occurred within the SCBWI community. We hope that our newly crafted and detailed anti-harassment policies and procedures will ensure that SCBWI is a safe space for everyone. We care about our members, and put their emotional and physical safety and comfort as our highest priority."

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Those policies, as promised, include a detailed code of conduct for SCBWI events and a "complete definition of what constitutes harassment," in addition to a new reporting



PW KidsCast: A Conversation with Katie Green
British author-illustrator Katie Green discusses her graphic memoir 'Lighter Than My Shadow,' which traces her long struggle with and recovery from anorexia, as well as why telling the story visually was so important.



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procedure for members and a "list of sanctions for offenders." The SCBWI has also, as *PW* previously reported, opened a direct email hotline for reporting harassment concerns at harassment@scbwi.org, where complaints can be filed either personally or anonymously.

Tamara Taylor, a spokesperson for Asher, has released a statement to *PW* flatly denying SCBWI executive director Lin Oliver's statement to the Associated Press on February 12, in which Oliver said the society had found both Asher and Diaz to have violated the previously existing SCBWI code of conduct in manners that constituted harassment and had been expelled from the organization. The statement also

demands that Oliver and the SCBWI retract their statements on Asher.

"The SCBWI's recent statement about author Jay Asher is completely false," Asher's spokesperson's statement read. "In April 2017, Mr. Asher voluntarily agreed that he would no longer attend SCBWI conferences. This was in response to hurt feelings of a group of authors with whom he had consensual relationships that ended poorly." An earlier statement, released to NBC affiliate KSBY on Tuesday, claimed that Asher had suffered "many years of harassment from a group of authors with whom he had consensual relationships that ended with some hurt feelings when they learned about each other."

In both statements, Asher claimed that he was never banned by SCBWI and is still a member in good standing; "in fact," it continued, "when he let his membership in the group lapse last summer, Lin Oliver, the group's executive director, suggested that he keep his membership going. He did as requested, and Mr. Asher's membership is active today." (In talking to BuzzFeed yesterday, Asher said he left the organization of his own accord. Additionally, in the earlier statement, language was included insisting that "there was no allegation, investigation, or finding of sexual harassment." That language has since been removed.)

The statement also portrayed the "relationships" Asher conducted during this period as consensual, while admitting that both Asher and many of the women he was involved with were married at the time. "These women were not subordinates of Mr. Asher; they were his peers and they each entered into romantic relationships with him voluntarily, with some initially pursuing him," the statement read. "The false statements to the news media have resulted in inaccurate and hurtful news coverage, which is threatening Mr. Asher's livelihood. Mr. Asher has retained legal counsel and is demanding SCBWI and Lin Oliver promptly retract the false and defamatory statements they made."

Asher's statements stand in contrast not only to the SCBWI's statements, but to a number of anonymous accusations in the comments section of a *School Library Journal* article published in January, where other authors, including Diaz, were named multiple times. It also stands in contrast to correspondence *PW* has received from a number of sources—who wish to protect their identities by remaining anonymous—much of which paints a different portrait of Asher's behavior.

In a response to Asher's statement, Oliver told *PW* that she thinks this moment is "less about calling out individuals and more about the industry taking a look at itself and taking positive action on what is clearly a relevant issue." She added: "I hope the children's publishing industry can set an example of how to treat and protect women as well as how to process and discuss an issue with helpful dialogue and action."

Additionally, in spite of Asher's denial of the charges, the Andrea Brown Literary Agency, where Asher was represented primarily by Laura Rennert, has dropped him as a client. (*PW* has yet to hear back from Rennert after requesting comment.) "We have counseled Jay to take a step back from the industry and he's doing so," the statement reads. "If any of you have experienced harassment or bullying, have found yourself in uncomfortable situations, or have questions or concerns, please now that our doors are open to you."

Another author frequently named in the *SLJ* article comment section, James Dashner, was also reportedly dropped by his agent, Michael Bourret, at Dystel, Goderich & Bourret. As of time of publication, Bourret was unavailable to comment to *PW*.

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Meanwhile, the children's literature community continues to rally around the alleged victims. Author and former *PW* contributing editor Gwenda Bond has started an online pledge, "#metoo #ustoo Change Starts Now: Stand Against Harassment in the YA/Kidlit Community," that has already received well over 1,000 signatures. A large number of those signatures come from authors, illustrators, and agents in the children's book community, including Veronica Roth, Sabaa Tahir, Dan Santat, and Melissa de la Cruz, among many others.

"The post went live for co-signers last Friday and as of this morning, more than 1,000 people have signed on," Bond said. "As it should, it includes some of the biggest names in our field alongside brand new writers, conference organizers, readers, and other industry professionals."

She added: "This takes all of us. I've been overwhelmed by the response, and am intensely hopeful that change is happening. I've already heard from conferences that they are acting immediately. There have been important discussions about acceptable behavior in the comments. I'm reminded why this community is special and why I believe we will stop this. The time when abusers could get away with these actions is over. It must be."

This article has been updated with further information, including a new statement from Asher's spokesperson.

3 Comments

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Michael W. Perry

We're plastering legalistic and bureaucratic fixes over deep-seated cultural and social ills that have been growing increasingly troublesome since the 1950s and Alfred Kinsey's deliberately deceptive research about human sexual behavior. The real issues lie in what people believe they should or should not do rather than in formulating this harassment policy or punishing that alleged offender.

Consent, often determined after the fact, he-said-versus-she-said conflicts where the evidence is sketchy on both sides, and mentoring versus play-it-safe are not issues that can be other than messy and unsatisfactory.

The only stable point lies in both sides withdrawing, accompanied by mutual distrust. That will not be good for publishers or writers.

--Michael W. Perry, medical writer

· 4/w



Jenna Glatzer

Nope.

So much nope.

But thank you for defining for us dimwitted womenfolk what the "real issues" are.

19 · 4/w

Kevin A. Lewis

I would hasten to remind everyone that all the above authors are entitled to due process ; so until after the Holy Office has mercifully enquired into their many obvious sins and a detailed confession has been racked out of them, then and only then may they be turned over to the secular arm for the purifying flames of the auto de fe... It's important to remember the values that made us great; tickets are still available and popcorn will be plentiful-bring the kids! (Oh, and can someone at PW get Aslam off here-these spambots are like kitchen ants who have to be sprayed regularly to keep them out of the cat food....)