

THE SUPERIOR COURT OF THE STATE OF WASHINGTON
IN THE COUNTY OF KING

JÉAUX RINEDAHL, an individual,

NO. 21-2-00450-1 SEA

Plaintiff,

DEFENDANT’S ANSWER AND
AFFIRMATIVE DEFENSES

v.

SEATTLE PACIFIC UNIVERSITY, a
Washington nonprofit corporation,

Defendant.

GENERAL DENIAL

Seattle Pacific University (the *University*) answers Plaintiff Jéaux Rinedahl’s Complaint (*Complaint*) as follows. Except as expressly admitted or qualified, the University denies each and every allegation, statement, or charge contained in the Complaint and denies that Mr. Rinedahl is entitled to any of the relief he requests.

The University responds to the numbered allegations in the Complaint as follows:

I. INTRODUCTION

1.1 The University admits the plaintiff is Jéaux Rinedahl, but denies the University is his “employer.” The University admits that it employed Plaintiff as a part-time clinical adjunct instructor for a Health and Illness 3 Practicum, NUR 3131, and a senior-level Professional Nursing Synthesis, NUR 4859, in Spring Quarter 2020.

1 Paragraph 1.1 also asserts legal conclusions and argument to which no response is
2 required. To the extent any further response is required, the remainder of Paragraph
3 1.1 is denied.

4 1.2 The University admits that Mr. Rinedahl was hired as a part-time clinical
5 adjunct instructor for an undergraduate practicum course and a synthesis internship
6 course for a single quarter in 2020. The University admits that Mr. Rinedahl applied for
7 a full-time, tenure-track assistant professor position as a member of the University's
8 regular (a term of art distinguished from adjunct) faculty in the School of Health
9 Sciences. The University denies Paragraph 1.2's assertion that Mr. Rinedahl was
10 "clearly qualified" to hold a regular nursing faculty position at the University. The
11 University admits that Mr. Rinedahl was told he could not be considered for the
12 position but denies that the statement attributed to the University's Associate Dean of
13 Undergraduate Nursing accurately reflects the University's policy or religious beliefs.
14 Further, the University denies that the position was open at the time of the
15 conversation. The University denies that the position to which Mr. Rinedahl applied
16 was a "permanent" position. To the extent any further response is required, the
17 remainder of Paragraph 1.2 is denied.

18 1.3 The University denies that its religious beliefs, hiring practices, or policies
19 are illegal. The University denies the descriptive characterizations contained in
20 Paragraph 1.3. Paragraph 1.3 also asserts legal conclusions and argument to which no
21 response is required. To the extent any further response is required, the remainder of
22 Paragraph 1.3 is denied.

23 1.4 The University denies the descriptive characterizations contained in
24 Paragraph 1.4. Paragraph 1.4 also asserts legal conclusions and argument to which no
25 response is required. To the extent any further response is required, the remainder of
26 Paragraph 1.4 is denied.

1 4.5 The University is without information sufficient to form a belief as to the
2 truth of the allegations in Paragraph 4.5, and therefore denies the same.

3 4.6 Subject to the clarification that Mr. Rinedahl applied for a position as a
4 temporary, part-time adjunct clinical instructor, the University admits that Mr.
5 Rinedahl applied for an instructor position in 2019. The University clarifies that it no
6 longer offers masters degrees in nursing, but admits it offers bachelor and doctoral
7 degrees in nursing and that its nursing program is highly regarded, approved by the
8 Washington State Quality Assurance Commission, and fully accredited by the
9 Commission on Collegiate Nursing Education. The University is without information
10 sufficient to form a belief as to Mr. Rinedahl’s motivations for applying for
11 employment at the University and therefore denies the same. The University denies
12 that Mr. Rinedahl’s application “affirmed his commitment to SPU’s mission and
13 values” or met the requirements for demonstrating a commitment to SPU’s mission,
14 values, or faith. Further, while the University admits Mr. Rinedahl provided a
15 statement of faith, the University denies that Mr. Rinedahl met the requirements of the
16 University by “providing his own statement of faith.”
17

18 4.7 The University admits that Mr. Rinedahl was hired as a temporary, part-
19 time adjunct clinical instructor in 2019. The University clarifies that Associate Dean of
20 Undergraduate Nursing learned of Mr. Rinedahl’s marriage in the context of an
21 outside professional organization, unrelated to the University or Mr. Rinedahl’s
22 application for employment as an adjunct instructor. The University is without
23 information sufficient to form a belief as to the truth of the certain allegations in
24 Paragraph 4.7 and the remaining allegations in Paragraph 4.7 assert legal conclusions
25 and argument to which no response is required. The University therefore denies the
26 remaining allegations in Paragraph 4.7.
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1 4.8 The University admits that Mr. Rinedahl was a temporary, part-time
2 practicum instructor and, due to COVID-19, conducted his practicum and synthesis
3 internship courses exclusively through an online platform. The University also admits
4 that it does not require temporary, part-time practicum instructors in the School of
5 Health Sciences to undergo religious training or education to be qualified for their
6 position. The University denies that Mr. Rinedahl was not expected to incorporate
7 religion into course curriculum or participate in any religious activities with his
8 nursing students. Further, the University denies that the administration provides any
9 formal feedback to adjunct instructors and is unclear of the meaning of Paragraph 4.8's
10 assertion that Mr. Rinedahl "received positive feedback from SPU administration" and
11 therefore denies the statement. The University denies that it has any faculty that it
12 classifies or refers to as "permanent" faculty. The University is without information
13 sufficient to form a belief as to the truth of the remaining allegations in Paragraph 4.8,
14 and therefore denies the same.

15 4.9 The University admits that it advertised a position for a full-time
16 Assistant/ Associate Professor or Nursing in the undergraduate Nursing Program, but
17 denies that it posted or began advertising this position in May 2020. The University
18 denies that the Complaint's Appendix A, which describes a job posted on July 15, 2020,
19 is an accurate "copy of the job description for the position that [Mr.] Rinedahl applied
20 for." The University denies that the job for which Mr. Rinedahl applied is not a
21 "ministerial position." The University further denies that the position is appropriately
22 described as "permanent." The remaining allegations in Paragraph 4.9 assert legal
23 conclusions and argument to which no response is required. To the extent any further
24 response is required, the remainder of Paragraph 4.9 is denied.

25
26 4.10 The University denies that Mr. Rinedahl completed the application
27 process for the full-time Assistant/ Associate Professor of Nursing in the

1 undergraduate Nursing Program. Further, the University denies that the application
2 process for employment as a part-time adjunct instructor is the “same” as the
3 application process for regular faculty positions. The University denies that its
4 Statement of Faith, beliefs, and policies do not address its position on human sexuality;
5 the University further denies that Mr. Rinedahl or any court is constitutionally
6 permitted to interpret the meaning of the University’s Statement of Faith. The
7 University denies that Mr. Rinedahl’s application was sufficient to affirm his
8 commitment to SPU’s mission, values, and Statement of Faith. The University admits
9 that the initial employment application for all University positions begins with the
10 same, or substantially similar, forms. The University admits that Mr. Rinedahl’s
11 application described how he would support SPU’s commitment to diversity and
12 cultural competence, but denies that his statement satisfied the University’s
13 requirements.

14 4.11 The University admits that its employment application states that the
15 University does not discriminate on the basis of race, color, national origin, sex, age,
16 disability, or genetic information. The University is without information sufficient to
17 form a belief as to the truth of the remaining allegations in paragraph 4.11, and therefore
18 denies the same.

19 4.12 The University admits that Mr. Rinedahl was not qualified for
20 employment on the basis of the University’s religious beliefs; the University denies that
21 the statement attributed to the former Associate Dean for Undergraduate Nursing was
22 an accurate reflection of the University’s beliefs or policies. The University denies that
23 Mr. Rinedahl was qualified for the position based on his “Christian faith” and denies
24 the University declined to hire Mr. Rinedahl “solely because of his sexual orientation.”
25 The University again denies that the position to which Mr. Rinedahl applied was a
26 “permanent” faculty position. The University is without information sufficient to form
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1 a belief as to the truth of the remaining allegations in paragraph 4.12, and therefore
2 denies the same.

3
4 4.13 The University denies that it has “repeatedly invited and encouraged
5 [Mr.] Rinedahl to continue teaching a variety of nursing courses in his capacity as
6 adjunct faculty.” The University admits that it is typical to reach out to individuals on a
7 list of previous adjuncts to inquire about their interest in instructing additional courses,
8 but is without information sufficient to form a belief as to whether this happened in the
9 case of Mr. Rinedahl and therefore denies the allegation. The University again denies
10 that the position for which Mr. Rinedahl applied was a “permanent” faculty position.
11 The University denies the descriptive characterizations and argument in Paragraph
12 4.13. To the extent any further response is required, the remainder of Paragraph 4.13 is
13 denied.

14 4.14 Paragraph 4.14 contains descriptive characterizations, argument, and
15 legal conclusions to which no response is required. To the extent any further response
16 is required, the remainder of Paragraph 4.14 is denied.

17 V. CAUSES OF ACTION

18 A. FIRST CAUSE OF ACTION - Sex and/or Sexual Orientation Discrimination 19 in Violation of Washington’s Law Against Discrimination, RCW 49.60 et seq.

20 5.1 The University incorporates by reference its answers to paragraphs 1.1
21 through 4.14.

22 5.2 The University admits Mr. Rinedahl applied for a full-time
23 Assistant/ Associate Professor of Nursing position. The University denies plaintiff is
24 qualified for the position he sought.

25 5.3 The University denies that it refused to hire Mr. Rinedahl because of his
26 sex or his sexual orientation. The University further denies that Mr. Rinedahl’s
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1 application was denied because he is “not heterosexual.” The remainder of Paragraph
2 5.3 contains descriptive characterizations, argument, and legal conclusions to which no
3 response is required. To the extent any further response is required, the remainder of
4 Paragraph 5.3 is denied.

5 5.4 Deny.

6
7 5.5 Paragraph 5.5 contains descriptive characterizations, argument, and legal
8 conclusions to which no response is required. To the extent any further response is
9 required, the remainder of Paragraph 5.5 is denied.

10 **B. SECOND CAUSE OF ACTION - Unfair Employment Practice in Violation of**
11 **Seattle Municipal Code, SMC 14.04 et seq.**

12 5.6 The University incorporates by reference its answers to paragraphs 1.1
13 through 5.5.

14
15 5.7 The University denies that Mr. Rinedahl was not hired for a full-time
16 associate professor position because of his sex, sexual orientation, or gender identity.
17 The University again denies that the position to which Mr. Rinedahl applied was a
18 “permanent” faculty position. The remainder of Paragraph 5.7 contains descriptive
19 characterizations, argument, and legal conclusions to which no response is required. To
20 the extent any further response is required, the remainder of Paragraph 5.7 is denied.

21 5.8 Paragraph 5.8 contains descriptive characterizations, argument, and legal
22 conclusions to which no response is required. To the extent any further response is
23 required, the remainder of Paragraph 5.8 is denied.

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25 5.9 Paragraph 5.9 contains descriptive characterizations, argument, and legal
26 conclusions to which no response is required. To the extent any further response is
27 required, the remainder of Paragraph 5.9 is denied.

1 **VI. PRAYER FOR RELIEF**

2 The seven paragraphs in Section VI of the Complaint constitute Mr. Rinedahl's
3 request for relief, to which no response is required. To the extent a response is required,
4 the University denies that Mr. Rinedahl is entitled to the relief requested or to any relief
5 whatsoever.

6 **VII. AFFIRMATIVE DEFENSES**

7 The University's affirmative defenses to the Complaint are set forth below. By
8 setting forth the following defenses, the University does not assume a burden of proof
9 on the matters at issue other than those on which it has the burden of proof as a matter
10 of law. The University reserves the right to supplement these defenses.

- 11 1. The Complaint fails, in whole or in part, to state a claim on which relief
12 can be granted.
- 13
- 14 2. The position for which Mr. Rinedahl applied had been filled at the time of
15 his application.
- 16 3. The position for which Mr. Rinedahl applied was filled with a more
17 qualified candidate.
- 18
- 19 4. In declining to consider Mr. Rinedahl's application, the University was
20 motivated by legitimate, non-discriminatory reasons.
- 21 5. Mr. Rinedahl was not qualified for employment as a regular faculty
22 member with the University based on material disclosed in his application that did not
23 pertain to sexual orientation.
- 24
- 25 6. The Court lacks subject matter jurisdiction because the University is a
26 religious organization and exempt from the employment provisions of RCW 49.60.
- 27

1 7. The Court lacks subject matter jurisdiction under *City of Tacoma v.*
2 *Franciscan Found.*, 94 Wn. App. 663, 972 P.2d 566 (1999).

3 8. This Court lacks subject matter jurisdiction under SMC 14.04.050(A)
4 because it is not an unfair employment practice to discriminate on the basis of religion
5 where religion is a bona fide occupational qualification reasonably necessary to the
6 normal operation of the University.

7 9. Mr. Rinedahl's claims are barred under the First Amendment to the U.S.
8 Constitution and Article I, Section 11 of the Washington Constitution because the
9 University is a religious institution and its faculty members are ministers within the
10 meaning of the ministerial exception.

11 10. Mr. Rinedahl's claims are barred under the First Amendment to the U.S.
12 Constitution and Article I, Section 11 of the Washington Constitution because the
13 University is a religious institution and its hiring practices and integration of faith and
14 learning are integral to the University's religious mission and internal religious affairs.
15

16 11. Mr. Rinedahl's claims are barred under the First Amendment to the U.S.
17 Constitution and Article I, Section 11 of the Washington Constitution because the
18 University is a religious institution and review of the University's hiring practices and
19 policies would entangle the Court in the University's religious doctrines and practices.
20

21 12. Mr. Rinedahl's claims are barred under the First Amendment to the U.S.
22 Constitution and Article I, Section 11 of the Washington Constitution because they
23 interfere with the University's First Amendment right of free exercise of religion and
24 implicate an impermissible establishment of religion through coercion from the state.
25

26 13. Mr. Rinedahl's claims are barred under the First Amendment to the U.S.
27 Constitution because they would require a court to violate the Establishment Clause of

1 the First Amendment by interpreting religious doctrine, coercing religious practice, and
2 favoring certain religious practices.

3
4 14. Mr. Rinedahl's claims are barred under the First Amendment to the U.S.
5 Constitution and Article I, Section 11 of the Washington Constitution because they
6 interfere with the University's First Amendment right of expressive association and
7 freedom of speech.

8 15. Mr. Rinedahl's claims are barred under the First Amendment to the U.S.
9 Constitution and Article I, Section 11 of the Washington Constitution because they
10 interfere with the University's right of freedom of assembly.

11 16. Without admitting any facts plead by Mr. Rinedahl, any loss, injury, or
12 damages alleged in the Complaint were directly and proximately caused or
13 exacerbated by Mr. Rinedahl's own conduct and failure to take actions to mitigate these
14 losses, injuries, or damages.

15
16 The University reserves the right to add additional affirmative defenses.

17 **VIII. THE UNIVERSITY'S REQUEST FOR RELIEF**

18 The University asks the Court to:

- 19 1. Dismiss Mr. Rinedahl's Complaint with prejudice and without leave to
20 amend;
- 21 2. Deny all relief the Mr. Rinedahl requests;
- 22 3. Grant the University its costs and reasonable attorney fees; and
- 23 4. Grant the University such other and further relief as the Court deems just
24 and proper.

25
26 DATED this April 9, 2021

27 ELLIS, LI & MCKINSTRY PLLC

DEFENDANT'S ANSWER AND
AFFIRMATIVE DEFENSES

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