

IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF TEXAS
SHERMAN DIVISION

JANE ROE,

Plaintiff,

V.

LEIGHTON PAIGE PATTERSON, in his individual capacity; SOUTHWESTERN BAPTIST THEOLOGICAL SEMINARY,

Defendants.

[illegible]

CIVIL NO. 4:19-CV-00179-ALM-KPJ

**DEFENDANT SOUTHWESTERN BAPTIST THEOLOGICAL SEMINARY'S
ORIGINAL ANSWER TO PLAINTIFF'S AMENDED ORIGINAL COMPLAINT**

COMES NOW Defendant Southwestern Baptist Theological Seminary (“SWBTS”) and files this Original Answer to Plaintiff’s Amended Original Complaint, and in support thereof would respectfully show the Court as follows:

INTRODUCTION

1. SWBTS denies knowledge or information sufficient to form a belief as to the truth or falsity of the allegations set forth in the Introduction Section, Paragraph 1 of Plaintiff's Amended Original Complaint.
2. SWBTS denies the allegations contained in the Introduction Section, Paragraph 2 of Plaintiff's Amended Original Complaint.

PARTIES

3. SWBTS denies knowledge or information sufficient to form a belief as to the truth or falsity of the allegations set forth in the Parties Section, Paragraph 1 of Plaintiff's Amended Original Complaint.

4. As to the allegations contained in the Parties Section, Paragraph 2 of Plaintiff's Amended Original Complaint, SWBTS admits that Leighton Paige Patterson was President of SWBTS in 2014 and 2015. SWBTS denies knowledge or information sufficient to form a belief as to the truth or falsity of the remainder of the allegations set forth in the Parties Section, Paragraph 2 of Plaintiff's Amended Original Complaint.

5. As to the allegations contained in the Parties Section, Paragraph 3 of Plaintiff's Amended Original Complaint, SWBTS admits that it is a private non-profit institution of higher education with its primary campus located in Fort Worth, Tarrant County, Texas. SWBTS further admits that it is administered by a Board of Trustees. SWBTS denies the remainder of the allegations set forth in the Parties Section, Paragraph 3 of Plaintiff's Amended Original Complaint.

JURISDICTION AND VENUE

6. SWBTS denies knowledge or information sufficient to form a belief as to the truth or falsity of the allegations set forth in Jurisdiction and Venue Section, Paragraphs 4-6 of Plaintiff's Amended Original Complaint and respectfully refers all questions of law to the Court.

GENERAL ALLEGATIONS

7. SWBTS denies knowledge or information sufficient to form a belief as to the truth or falsity of the allegations set forth in the General Allegations Section, Paragraph 7 of Plaintiff's Amended Original Complaint.

8. As to the allegations contained in the General Allegations Section, Paragraph 8 of Plaintiff's Amended Original Complaint, SWBTS admits that Plaintiff has referred to portions of the Violence Against Women Act, the Campus Sexual Violence Elimination Act.

9. As to the allegations contained in the General Allegations Section, Paragraph 9 of Plaintiff's Amended Original Complaint, SWBTS admits that Plaintiff has quoted Texas Penal Code Section 42.072.

10. As to the allegations contained in the General Allegations Section, Paragraph 10 of Plaintiff's Amended Original Complaint, SWBTS admits that Texas Family Code Section 71.004 defines "Family violence" to include "dating violence." SWBTS further admits that Texas Family Code Section 71.0021(a) states:

- (a) "Dating violence" means an act, other than a defensive measure to protect oneself, by an actor that:
 - (1) is committed against a victim or applicant for a protective order:
 - (A) with whom the actor has or has had a dating relationship; or
 - (B) because of the victim's or applicant's marriage to or dating relationship with an individual with whom the actor is or has been in a dating relationship or marriage; and
 - (2) is intended to result in physical harm, bodily injury, assault, or sexual assault or that is a threat that reasonably places the victim or applicant in fear of imminent physical harm, bodily injury, assault, or sexual assault.

SWBTS denies the remainder of the allegations contained in the General Allegations Section, Paragraph 10 of Plaintiff's Amended Original Complaint.

11. As to the allegations contained in the General Allegations Section, Paragraph 11 of Plaintiff's Amended Original Complaint, SWBTS admits that Plaintiff has quoted Texas Code of Criminal Procedure Article 5.04(b).

12. As to the allegations contained in the General Allegations Section, Paragraph 12 of Plaintiff's Amended Original Complaint, SWBTS admits that Plaintiff has quoted a portion of Texas Penal Code Section 22.011(b).

13. As to the allegations contained in the General Allegations Section, Paragraph 13 of Plaintiff's Amended Original Complaint, SWBTS admits that Texas Education Code Section 51.9363(b) states:

- (b) Each postsecondary educational institution shall adopt a policy on sexual assault applicable to each student enrolled at and each employee of the institution. The policy must:
 - (1) include:
 - (A) definitions of prohibited behavior;
 - (B) sanctions for violations; and
 - (C) the protocol for reporting and responding to reports of sexual assault; and
 - (2) be approved by the institution's governing board before final adoption by the institution.

SWBTS denies the remainder of the allegations contained in the General Allegations Section, Paragraph 13 of Plaintiff's Amended Original Complaint.

14. SWBTS denies the allegations contained in the General Allegations Section, Paragraph 14 of Plaintiff's Amended Original Complaint.

15. SWBTS denies the allegations contained in the General Allegations Section, Paragraph 15 of Plaintiff's Amended Original Complaint.

16. SWBTS admits the allegations contained in the General Allegations Section, Paragraph 16 of Plaintiff's Amended Original Complaint.

17. As to the allegations contained in the General Allegations Section, Paragraph 17 of Plaintiff's Amended Original Complaint, SWBTS admits that its 2014-2015 Academic Catalog states, "Southwestern Seminary is a corporation whose sole member is the Southern Baptist

Convention. It is administered by a 39 member Board of Trustees elected by the convention and serving staggered terms of office. . . The seminary is guided by and subject to the Baptist Faith and Message as adopted and amended by the Southern Baptist Convention.” SWBTS denies the remainder of the allegations contained in the General Allegations Section, Paragraph 17 of Plaintiff’s Amended Original Complaint.

18. As to the allegations contained in the General Allegations Section, Paragraph 18 of Plaintiff’s Amended Original Complaint, SWBTS admits that its 2014-2015 Academic Catalog states, “Trustees elect faculty members and administrative officers. Financial support is derived from the convention’s Cooperative Program, endowment earnings, gifts, and student fees.” SWBTS denies the remainder of the allegations contained in the General Allegations Section, Paragraph 18 of Plaintiff’s Amended Original Complaint.

19. As to the allegations contained in the General Allegations Section, Paragraph 19 of Plaintiff’s Amended Original Complaint, SWBTS admits that it is one of the largest seminaries in the world, with its main campus in Fort Worth, Texas. SWBTS further admits that it is accredited by the Association of Theological Schools and by the Southern Association of Colleges and Schools Commission on Colleges to award bachelor’s, master’s, and doctoral degrees. SWBTS denies the remainder of the allegations contained in the General Allegations Section, Paragraph 19 of Plaintiff’s Amended Original Complaint.

20. As to the allegations contained in the General Allegations Section, Paragraph 20 of Plaintiff’s Amended Original Complaint, SWBTS admits that its 2014-15 Academic Catalog states, “Who can (or should) attend Southwestern? . . . As a Southern Baptist educational institution, the seminary is redemptive, but not rehabilitative, in nature. Therefore, a person should not come to seminary with serious family, health, emotional, or financial problems. The

pressures of study, church participation, family, finances, and other such factors weigh heavily upon the seminary student and the student's family. These pressures can be a vital factor affecting the physical and mental health of the student." SWBTS denies the remainder of the allegations contained in the General Allegations Section, Paragraph 20 of Plaintiff's Amended Original Complaint.

21. SWBTS admits the allegations contained in the General Allegations Section, Paragraph 21 of Plaintiff's Amended Original Complaint.

22. SWBTS admits the allegations contained in the General Allegations Section, Paragraph 22 of Plaintiff's Amended Original Complaint.

23. As to the allegations contained in the General Allegations Section, Paragraph 23 of Plaintiff's Amended Original Complaint, SWBTS admits that Plaintiff has cited an excerpt of its 2014-15 Academic Catalog. SWBTS denies the remainder of the allegations contained in the General Allegations Section, paragraph 23 of Plaintiff's Amended Original Complaint.

24. As to the allegations contained in the General Allegations Section, Paragraph 24 of Plaintiff's Amended Original Complaint, SWBTS admits that its 2014-15 Academic Catalog states as follows: "Sexual Harassment Policy. . . Sexual harassment may be defined as, but not limited to, unwelcome or offensive sexual advances, requests for sexual impropriety, unwanted or uninvited verbal suggestions or comments of a sexual nature, or objectionable physical contact. Suggestions that academic or employment admonishments or rewards will follow the refusal or acceptance of sexual advances, or actions that unreasonably impeded with an individual's work performance or creates an intimidating, hostile, or offensive work environment, constitute a violation of the Seminary's ethical standards and will not be tolerated. Whenever such harassment is demonstrated and reported, the Seminary will take the necessary

corrective actions, as well as measures to protect the reporting employee, and prevent further harassment. . . In order for a complaint to be processed, the complaint must be filed within 120 days of the alleged unlawful discriminatory action or sexual harassment, or within 120 days of the complainant learning of the discriminatory action or sexual harassment. Accusations that are proven to be false and made with malicious intent will also be treated with the same level of severity.” SWBTS denies the remainder of the allegations contained in the General Allegations Section, Paragraph 24 of Plaintiff’s Amended Original Complaint.

25. SWBTS denies the allegations contained in the General Allegations Section, Paragraph 25 of Plaintiff’s Amended Original Complaint.

26. SWBTS denies the allegations contained in the General Allegations Section, Paragraph 26 of Plaintiff’s Amended Original Complaint.

27. SWBTS denies the allegations contained in the General Allegations Section, Paragraph 27 of Plaintiff’s Amended Original Complaint.

28. SWBTS denies the allegations contained in the General Allegations Section, Paragraph 28 of Plaintiff’s Amended Original Complaint.

29. SWBTS admits the allegations contained in the General Allegations Section, Paragraph 29 of Plaintiff’s Amended Original Complaint.

30. SWBTS admits the allegations contained in the General Allegations Section, Paragraph 30 of Plaintiff’s Amended Original Complaint.

31. SWBTS admits the allegations contained in the General Allegations Section, Paragraph 31 of Plaintiff’s Amended Original Complaint.

32. As to the allegations contained in the General Allegations Section, Paragraph 32 of Plaintiff’s Amended Original Complaint, SWBTS admits that in the 2013-14, 2014-15, and

2015-16 school years, SWBTS maintained a campus security department staffed by both full-time and part-time officers. SWBTS further admits that some of the officers, including Chief John Nichols, were peace officers certified by the Texas Commission on Law Enforcement. SWBTS denies knowledge or information sufficient to form a belief as to the truth or falsity of the remainder of the allegations set forth in the General Allegations Section, Paragraph 32 of Plaintiff's Amended Original Complaint.

33. SWBTS denies knowledge or information sufficient to form a belief as to the truth or falsity of the allegations set forth in the General Allegations Section, Paragraph 33 of Plaintiff's Amended Original Complaint.

34. SWBTS denies knowledge or information sufficient to form a belief as to the truth or falsity of the allegations set forth in the General Allegations Section, Paragraph 34 of Plaintiff's Amended Original Complaint.

35. SWBTS denies knowledge or information sufficient to form a belief as to the truth or falsity of the allegations set forth in the General Allegations Section, Paragraph 35 of Plaintiff's Amended Original Complaint.

36. SWBTS denies knowledge or information sufficient to form a belief as to the truth or falsity of the allegations set forth in the General Allegations Section, Paragraph 36 of Plaintiff's Amended Original Complaint.

37. SWBTS admits the allegations contained in the General Allegations Section, Paragraph 37 of Plaintiff's Amended Original Complaint, based on information and belief.

38. SWBTS admits the allegations contained in the General Allegations Section, Paragraph 38 of Plaintiff's Amended Original Complaint, based on information and belief.

39. As to the allegations contained in the General Allegations Section, Paragraph 39 of Plaintiff's Amended Original Complaint, SWBTS admits that in 2003, the SWBTS Board of Trustees elected Patterson as the seminary's eighth president. SWBTS denies the remainder of the allegations in the General Allegations Section, Paragraph 39 of Plaintiff's Amended Original Complaint.

40. SWBTS denies knowledge or information sufficient to form a belief as to the truth or falsity of the allegations set forth in the General Allegations Section, Paragraph 40 of Plaintiff's Amended Original Complaint.

41. SWBTS denies knowledge or information sufficient to form a belief as to the truth or falsity of the allegations set forth in the General Allegations Section, Paragraph 41 of Plaintiff's Amended Original Complaint.

42. SWBTS denies knowledge or information sufficient to form a belief as to the truth or falsity of the allegations set forth in the General Allegations Section, Paragraph 42 of Plaintiff's Amended Original Complaint.

43. SWBTS denies knowledge or information sufficient to form a belief as to the truth or falsity of the allegations set forth in the General Allegations Section, Paragraph 43 of Plaintiff's Amended Original Complaint.

44. SWBTS denies knowledge or information sufficient to form a belief as to the truth or falsity of the allegations set forth in the General Allegations Section, Paragraph 44 of Plaintiff's Amended Original Complaint.

45. SWBTS denies knowledge or information sufficient to form a belief as to the truth or falsity of the allegations set forth in the General Allegations Section, Paragraph 45 of Plaintiff's Amended Original Complaint.

46. SWBTS denies knowledge or information sufficient to form a belief as to the truth or falsity of the allegations set forth in the General Allegations Section, Paragraph 46 of Plaintiff's Amended Original Complaint.

47. SWBTS denies knowledge or information sufficient to form a belief as to the truth or falsity of the allegations set forth in the General Allegations Section, Paragraph 47 of Plaintiff's Amended Original Complaint.

48. As to the allegations contained in the General Allegations Section, Paragraph 48 of Plaintiff's Amended Original Complaint, SWBTS admits that John Doe was a seminary student who was also employed as a plumber on campus. SWBTS denies knowledge or information sufficient to form a belief as to the truth or falsity of the remainder of the allegations set forth in the General Allegations Section, Paragraph 48 of Plaintiff's Amended Original Complaint.

49. SWBTS denies knowledge or information sufficient to form a belief as to the truth or falsity of the allegations set forth in the General Allegations Section, Paragraph 49 of Plaintiff's Amended Original Complaint.

50. SWBTS denies knowledge or information sufficient to form a belief as to the truth or falsity of the allegations set forth in the General Allegations Section, Paragraph 50 of Plaintiff's Amended Original Complaint.

51. SWBTS denies knowledge or information sufficient to form a belief as to the truth or falsity of the allegations set forth in the General Allegations Section, Paragraph 51 of Plaintiff's Amended Original Complaint.

52. SWBTS denies knowledge or information sufficient to form a belief as to the truth or falsity of the allegations set forth in the General Allegations Section, Paragraph 52 of Plaintiff's Amended Original Complaint.

53. SWBTS denies knowledge or information sufficient to form a belief as to the truth or falsity of the allegations set forth in the General Allegations Section, Paragraph 53 of Plaintiff's Amended Original Complaint.

54. SWBTS denies knowledge or information sufficient to form a belief as to the truth or falsity of the allegations set forth in the General Allegations Section, Paragraph 54 of Plaintiff's Amended Original Complaint.

55. SWBTS denies knowledge or information sufficient to form a belief as to the truth or falsity of the allegations set forth in the General Allegations Section, Paragraph 55 of Plaintiff's Amended Original Complaint.

56. SWBTS denies knowledge or information sufficient to form a belief as to the truth or falsity of the allegations set forth in the General Allegations Section, Paragraph 56 of Plaintiff's Amended Original Complaint.

57. SWBTS denies knowledge or information sufficient to form a belief as to the truth or falsity of the allegations set forth in the General Allegations Section, Paragraph 57 of Plaintiff's Amended Original Complaint.

58. SWBTS denies knowledge or information sufficient to form a belief as to the truth or falsity of the allegations set forth in the General Allegations Section, Paragraph 58 of Plaintiff's Amended Original Complaint.

59. SWBTS denies knowledge or information sufficient to form a belief as to the truth or falsity of the allegations set forth in the General Allegations Section, Paragraph 59 of Plaintiff's Amended Original Complaint.

60. SWBTS denies knowledge or information sufficient to form a belief as to the truth or falsity of the allegations set forth in the General Allegations Section, Paragraph 60 of Plaintiff's Amended Original Complaint.

61. SWBTS denies knowledge or information sufficient to form a belief as to the truth or falsity of the allegations set forth in the General Allegations Section, Paragraph 61 of Plaintiff's Amended Original Complaint.

62. SWBTS denies knowledge or information sufficient to form a belief as to the truth or falsity of the allegations set forth in the General Allegations Section, Paragraph 62 of Plaintiff's Amended Original Complaint.

63. SWBTS denies knowledge or information sufficient to form a belief as to the truth or falsity of the allegations set forth in the General Allegations Section, Paragraph 63 of Plaintiff's Amended Original Complaint.

64. SWBTS denies knowledge or information sufficient to form a belief as to the truth or falsity of the allegations set forth in the General Allegations Section, Paragraph 64 of Plaintiff's Amended Original Complaint.

65. As to the allegations contained in the General Allegations Section, Paragraph 65 of Plaintiff's Amended Complaint, SWBTS admits that its 2014-2015 Academic Catalog states, "The possession or use of firearms or other weapons on seminary premises by any employee, student, vendor, or other visitor is strictly prohibited. Any exception to this policy must be authorized in advance by the President." SWBTS denies knowledge or information sufficient to form a belief as to the truth or falsity of the remainder of the allegations set forth in the General Allegations Section, Paragraph 65 of Plaintiff's Amended Original.

66. SWBTS denies knowledge or information sufficient to form a belief as to the truth or falsity of the allegations set forth in the General Allegations Section, Paragraph 66 of Plaintiff's Amended Original Complaint.

67. SWBTS denies knowledge or information sufficient to form a belief as to the truth or falsity of the allegations set forth in the General Allegations Section, Paragraph 67 of Plaintiff's Amended Original Complaint.

68. SWBTS denies knowledge or information sufficient to form a belief as to the truth or falsity of the allegations set forth in the General Allegations Section, Paragraph 68 of Plaintiff's Amended Original Complaint.

69. SWBTS denies knowledge or information sufficient to form a belief as to the truth or falsity of the allegations set forth in the General Allegations Section, Paragraph 69 of Plaintiff's Amended Original Complaint.

70. SWBTS denies knowledge or information sufficient to form a belief as to the truth or falsity of the allegations set forth in the General Allegations Section, Paragraph 70 of Plaintiff's Amended Original Complaint.

71. SWBTS denies knowledge or information sufficient to form a belief as to the truth or falsity of the allegations set forth in the General Allegations Section, Paragraph 71 of Plaintiff's Amended Original Complaint.

72. SWBTS denies knowledge or information sufficient to form a belief as to the truth or falsity of the allegations set forth in the General Allegations Section, Paragraph 72 of Plaintiff's Amended Original Complaint.

73. SWBTS denies knowledge or information sufficient to form a belief as to the truth or falsity of the allegations set forth in the General Allegations Section, Paragraph 73 of Plaintiff's Amended Original Complaint.

74. SWBTS denies knowledge or information sufficient to form a belief as to the truth or falsity of the allegations set forth in the General Allegations Section, Paragraph 74 of Plaintiff's Amended Original Complaint.

75. SWBTS denies knowledge or information sufficient to form a belief as to the truth or falsity of the allegations set forth in the General Allegations Section, Paragraph 75 of Plaintiff's Amended Original Complaint.

76. As to the allegations contained in the General Allegations Section, Paragraph 76 of Plaintiff's Amended Complaint, SWBTS admits that Plaintiff cited a portion of a copy of an alleged email in SWBTS's possession. SWBTS denies knowledge or information sufficient to form a belief as to the truth or falsity of the remainder of the allegations set forth in the General Allegations Section, Paragraph 76 of Plaintiff's Amended Original, including the accuracy of the information contained in the alleged email.

77. As to the allegations contained in the General Allegations Section, Paragraph 77 of Plaintiff's Amended Complaint, SWBTS admits that Plaintiff cited a portion of a copy of an alleged email in SWBTS's possession. SWBTS denies knowledge or information sufficient to form a belief as to the truth or falsity of the remainder of the allegations set forth in the General Allegations Section, Paragraph 77 of Plaintiff's Amended Original, including the accuracy of the information contained in the alleged email.

78. SWBTS denies knowledge or information sufficient to form a belief as to the truth or falsity of the allegations set forth in the General Allegations Section, Paragraph 78 of Plaintiff's Amended Original Complaint.

79. SWBTS denies the allegations set forth in the General Allegations Section, Paragraph 79 of Plaintiff's Amended Original Complaint.

80. SWBTS denies knowledge or information sufficient to form a belief as to the truth or falsity of the allegations set forth in the General Allegations Section, Paragraph 80 of Plaintiff's Amended Original Complaint.

81. SWBTS denies knowledge or information sufficient to form a belief as to the truth or falsity of the allegations set forth in the General Allegations Section, Paragraph 81 of Plaintiff's Amended Original Complaint.

82. SWBTS denies knowledge or information sufficient to form a belief as to the truth or falsity of the allegations set forth in the General Allegations Section, Paragraph 82 of Plaintiff's Amended Original Complaint.

83. SWBTS denies knowledge or information sufficient to form a belief as to the truth or falsity of the allegations set forth in the General Allegations Section, Paragraph 83 of Plaintiff's Amended Original Complaint.

84. SWBTS denies knowledge or information sufficient to form a belief as to the truth or falsity of the allegations set forth in the General Allegations Section, Paragraph 84 of Plaintiff's Amended Original Complaint.

85. SWBTS denies knowledge or information sufficient to form a belief as to the truth or falsity of the allegations set forth in the General Allegations Section, Paragraph 85 of Plaintiff's Amended Original Complaint.

86. SWBTS denies the allegations set forth in the General Allegations Section, Paragraph 86 of Plaintiff's Amended Original Complaint.

87. As to the allegations contained in the General Allegations Section, Paragraph 87 of Plaintiff's Amended Complaint, SWBTS admits that Plaintiff cited a portion of a copy of an alleged email in SWBTS's possession. SWBTS denies knowledge or information sufficient to form a belief as to the truth or falsity of the remainder of the allegations set forth in the General Allegations Section, Paragraph 87 of Plaintiff's Amended Original, including the accuracy of the information contained in the alleged email.

88. SWBTS denies knowledge or information sufficient to form a belief as to the truth or falsity of the allegations set forth in the General Allegations Section, Paragraph 88 of Plaintiff's Amended Original Complaint.

89. As to the allegations contained in the General Allegations Section, Paragraph 89 of Plaintiff's Amended Complaint, SWBTS admits that Plaintiff cited a portion of a copy of an alleged email in SWBTS's possession. SWBTS denies knowledge or information sufficient to form a belief as to the truth or falsity of the remainder of the allegations set forth in the General Allegations Section, Paragraph 89 of Plaintiff's Amended Original, including the accuracy of the information contained in the alleged email.

90. SWBTS denies knowledge or information sufficient to form a belief as to the truth or falsity of the allegations set forth in the General Allegations Section, Paragraph 90 of Plaintiff's Amended Original Complaint.

91. SWBTS denies knowledge or information sufficient to form a belief as to the truth or falsity of the allegations set forth in the General Allegations Section, Paragraph 91 of Plaintiff's Amended Original Complaint.

92. SWBTS denies knowledge or information sufficient to form a belief as to the truth or falsity of the allegations set forth in the General Allegations Section, Paragraph 92 of Plaintiff's Amended Original Complaint.

93. SWBTS denies knowledge or information sufficient to form a belief as to the truth or falsity of the allegations set forth in the General Allegations Section, Paragraph 93 of Plaintiff's Amended Original Complaint.

94. SWBTS denies knowledge or information sufficient to form a belief as to the truth or falsity of the allegations set forth in the General Allegations Section, Paragraph 94 of Plaintiff's Amended Original Complaint.

95. SWBTS denies knowledge or information sufficient to form a belief as to the truth or falsity of the allegations set forth in the General Allegations Section, Paragraph 95 of Plaintiff's Amended Original Complaint.

96. SWBTS denies knowledge or information sufficient to form a belief as to the truth or falsity of the allegations set forth in the General Allegations Section, Paragraph 96 of Plaintiff's Amended Original Complaint.

97. SWBTS denies knowledge or information sufficient to form a belief as to the truth or falsity of the allegations set forth in the General Allegations Section, Paragraph 97 of Plaintiff's Amended Original Complaint.

98. SWBTS denies knowledge or information sufficient to form a belief as to the truth or falsity of the allegations set forth in the General Allegations Section, Paragraph 98 of Plaintiff's Amended Original Complaint.

99. SWBTS denies knowledge or information sufficient to form a belief as to the truth or falsity of the allegations set forth in the General Allegations Section, Paragraph 99 of Plaintiff's Amended Original Complaint.

100. SWBTS denies knowledge or information sufficient to form a belief as to the truth or falsity of the allegations set forth in the General Allegations Section, Paragraph 100 of Plaintiff's Amended Original Complaint.

101. SWBTS denies knowledge or information sufficient to form a belief as to the truth or falsity of the allegations set forth in the General Allegations Section, Paragraph 101 of Plaintiff's Amended Original Complaint.

102. SWBTS denies knowledge or information sufficient to form a belief as to the truth or falsity of the allegations set forth in the General Allegations Section, Paragraph 102 of Plaintiff's Amended Original Complaint.

103. SWBTS denies knowledge or information sufficient to form a belief as to the truth or falsity of the allegations set forth in the General Allegations Section, Paragraph 103 of Plaintiff's Amended Original Complaint.

104. As to the allegations contained in the General Allegations Section, Paragraph 104 of Plaintiff's Amended Complaint, SWBTS admits that Plaintiff cited a portion of a copy of an alleged email in SWBTS's possession. SWBTS denies knowledge or information sufficient to form a belief as to the truth or falsity of the remainder of the allegations set forth in the General Allegations Section, Paragraph 104 of Plaintiff's Amended Original, including the accuracy of the information contained in the alleged email.

105. As to the allegations contained in the General Allegations Section, Paragraph 105 of Plaintiff's Amended Complaint, SWBTS admits that Plaintiff cited a portion of a copy of an

alleged email in SWBTS's possession. SWBTS denies knowledge or information sufficient to form a belief as to the truth or falsity of the remainder of the allegations set forth in the General Allegations Section, Paragraph 105 of Plaintiff's Amended Original, including the accuracy of the information contained in the alleged email.

106. SWBTS denies knowledge or information sufficient to form a belief as to the truth or falsity of the allegations set forth in the General Allegations Section, Paragraph 106 of Plaintiff's Amended Original Complaint.

107. SWBTS denies knowledge or information sufficient to form a belief as to the truth or falsity of the allegations set forth in the General Allegations Section, Paragraph 107 of Plaintiff's Amended Original Complaint.

108. As to the allegations set forth in the General Allegations Section, Paragraph 108 of Plaintiff's Amended Original Complaint, SWBTS admits that Leighton Paige Patterson was called before the SWBTS Board of Trustees on May 22, 2018. SWBTS denies knowledge or information sufficient to form a belief as to the truth or falsity of the allegations set forth in the General Allegations Section, Paragraph 108 of Plaintiff's Amended Original Complaint.

109. As to the allegations set forth in the General Allegations Section, Paragraph 109 of Plaintiff's Amended Original Complaint, SWBTS admits that on May 22, 2018, the Board of Trustees voted to move Leighton Paige Patterson to "President emeritus" status. SWBTS denies the remainder of the allegations set forth in the General Allegations Section, Paragraph 109 of Plaintiff's Amended Original Complaint.

110. As to the allegations set forth in the General Allegations Section, Paragraph 110 of Plaintiff's Amended Original Complaint, SWBTS admits that on May 30, 2018, Leighton Paige Patterson was removed as SWBTS President. SWBTS denies the remainder of the allegations set

forth in the General Allegations Section, Paragraph 110 of Plaintiff's Amended Original Complaint.

111. As to the allegations contained in the General Allegations Section, Paragraph 111 of Plaintiff's Amended Complaint, SWBTS admits that Plaintiff cited a portion of a copy of an alleged statement in SWBTS's possession. SWBTS denies knowledge or information sufficient to form a belief as to the truth or falsity of the remainder of the allegations set forth in the General Allegations Section, Paragraph 111 of Plaintiff's Amended Original, including the accuracy of the information contained in the alleged statement.

112. SWBTS denies knowledge or information sufficient to form a belief as to the truth or falsity of the allegations set forth in the General Allegations Section, Paragraph 112 of Plaintiff's Amended Original Complaint.

113. As to the allegations contained in the General Allegations Section, Paragraph 113 of Plaintiff's Amended Original Complaint, SWBTS admits that Plaintiff cited a portion of a copy of an alleged blog in SWBTS's possession. SWBTS denies knowledge or information sufficient to form a belief as to the truth or falsity of the remainder of the allegations set forth in the General Allegations Section, Paragraph 113 of Plaintiff's Amended Original Complaint, including the accuracy of the information contained in the alleged blog.

114. As to the allegations contained in the General Allegations Section, Paragraph 114 of Plaintiff's Amended Original Complaint, SWBTS admits that Plaintiff refers to an alleged press release of Shelby Sharp in SWBTS's possession. SWBTS denies knowledge or information sufficient to form a belief as to the truth or falsity of the remainder of the allegations set forth in the General Allegations Section, Paragraph 114 of Plaintiff's Amended Original Complaint, including the accuracy of the information contained in the alleged press release.

115. As to the allegations contained in the General Allegations Section, Paragraph 115 of Plaintiff's Amended Original Complaint, SWBTS admits that Plaintiff refers to an alleged statement of Shelby Sharp in SWBTS's possession. SWBTS denies knowledge or information sufficient to form a belief as to the truth or falsity of the remainder of the allegations set forth in the General Allegations Section, Paragraph 115 of Plaintiff's Amended Original Complaint, including the accuracy of the information contained in the alleged statement.

116. As to the allegations contained in the General Allegations Section, Paragraph 116 of Plaintiff's Amended Original Complaint, SWBTS admits that Plaintiff refers to an alleged letter of Gary Loveless in SWBTS's possession. SWBTS denies knowledge or information sufficient to form a belief as to the truth or falsity of the remainder of the allegations set forth in the General Allegations Section, Paragraph 116 of Plaintiff's Amended Original Complaint, including the accuracy of the information contained in the alleged letter.

CAUSES OF ACTION

NEGLIGENCE

117. SWBTS neither admits nor denies the assertions set forth Causes of Action, Negligence, Paragraph 117 of Plaintiff's Amended Original Complaint, but instead refers to SWBTS's responses to the Statement of Facts Section of Plaintiff's Amended Original Complaint as if fully set forth at length herein.

118. SWBTS denies the allegations contained in Causes of Action, Negligence, Paragraph 118 of Plaintiff's Amended Original Complaint.

119. SWBTS denies the allegations contained in Causes of Action, Negligence, Paragraph 119 of Plaintiff's Amended Original Complaint.

120. SWBTS denies the allegations contained in Causes of Action, Negligence, Paragraph 120 of Plaintiff's Amended Original Complaint.

121. SWBTS denies the allegations contained in Causes of Action, Negligence, Paragraph 121 of Plaintiff's Amended Original Complaint.

122. SWBTS denies the allegations contained in Causes of Action, Negligence, Paragraph 122 of Plaintiff's Amended Original Complaint.

123. SWBTS denies the allegations contained in Causes of Action, Negligence, Paragraph 123 of Plaintiff's Amended Original Complaint.

124. SWBTS denies the allegations contained in Causes of Action, Negligence, Paragraph 124 of Plaintiff's Amended Original Complaint.

125. SWBTS denies the allegations contained in Causes of Action, Negligence, Paragraph 125 of Plaintiff's Amended Original Complaint.

126. SWBTS denies the allegations contained in Causes of Action, Negligence, Paragraph 126, including (a) – (j), of Plaintiff's Amended Original Complaint.

127. SWBTS denies the allegations contained in Causes of Action, Negligence, Paragraph 127 of Plaintiff's Amended Original Complaint.

128. SWBTS denies the allegations contained in Causes of Action, Negligence, Paragraph 128 of Plaintiff's Amended Original Complaint.

PUBLIC DISCLOSURE OF PRIVATE FACTS

129. SWBTS neither admits nor denies the assertions set forth Causes of Action, Public Disclosure of Private Facts, Paragraph 129 of Plaintiff's Amended Original Complaint, but instead refers to SWBTS's responses to the Statement of Facts Section of Plaintiff's Amended Original Complaint as if fully set forth at length herein.

130. SWBTS denies the allegations contained in Causes of Action, Public Disclosure of Private Facts, Paragraph 130 of Plaintiff's Amended Original Complaint.

131. SWBTS denies the allegations contained in Causes of Action, Public Disclosure of Private Facts, Paragraph 131 of Plaintiff's Amended Original Complaint.

132. SWBTS denies the allegations contained in Causes of Action, Public Disclosure of Private Facts, Paragraph 132 of Plaintiff's Amended Original Complaint.

133. SWBTS denies the allegations contained in Causes of Action, Public Disclosure of Private Facts, Paragraph 133 of Plaintiff's Amended Original Complaint.

INTENTIONAL INFLICTION OF EMOTIONAL DISTRESS

134. SWBTS neither admits nor denies the assertions set forth Causes of Action, Intentional Infliction of Emotional Distress, Paragraph 134 of Plaintiff's Amended Original Complaint, but instead refers to SWBTS's responses to the Statement of Facts Section of Plaintiff's Amended Original Complaint as if fully set forth at length herein.

135. SWBTS denies the allegations contained in Causes of Action, Intentional Infliction of Emotional Distress, Paragraph 135 of Plaintiff's Amended Original Complaint.

136. SWBTS denies the allegations contained in Causes of Action, Intentional Infliction of Emotional Distress, Paragraph 136 of Plaintiff's Amended Original Complaint.

137. SWBTS denies the allegations contained in Causes of Action, Intentional Infliction of Emotional Distress, Paragraph 137 of Plaintiff's Amended Original Complaint.

138. SWBTS denies the allegations contained in Causes of Action, Intentional Infliction of Emotional Distress, Paragraph 138 of Plaintiff's Amended Original Complaint.

139. SWBTS denies the allegations contained in Causes of Action, Intentional Infliction of Emotional Distress, Paragraph 139 of Plaintiff's Amended Original Complaint.

140. SWBTS denies the allegations contained in Causes of Action, Intentional Infliction of Emotional Distress, Paragraph 140 of Plaintiff's Amended Original Complaint.

141. SWBTS denies the allegations contained in Causes of Action, Intentional Infliction of Emotional Distress, Paragraph 141 of Plaintiff's Amended Original Complaint.

142. SWBTS denies the allegations contained in Causes of Action, Intentional Infliction of Emotional Distress, Paragraph 142 of Plaintiff's Amended Original Complaint.

143. SWBTS denies the allegations contained in Causes of Action, Intentional Infliction of Emotional Distress, Paragraph 143 of Plaintiff's Amended Original Complaint.

GROSS NEGLIGENCE AND EXEMPLARY DAMAGES

144. SWBTS neither admits nor denies the assertions set forth Causes of Action, Gross Negligence and Exemplary Damages, Paragraph 144 of Plaintiff's Amended Original Complaint, but instead refers to SWBTS's responses to the Statement of Facts Section of Plaintiff's Amended Original Complaint as if fully set forth at length herein.

145. SWBTS denies the allegations contained in Causes of Action, Gross Negligence and Exemplary Damages, Paragraph 145 of Plaintiff's Amended Original Complaint.

146. SWBTS denies the allegations contained in Causes of Action, Gross Negligence and Exemplary Damages, Paragraph 146 of Plaintiff's Amended Original Complaint.

147. SWBTS denies the allegations contained in Causes of Action, Gross Negligence and Exemplary Damages, Paragraph 147 of Plaintiff's Amended Original Complaint.

RELIEF REQUESTED

148. SWBTS denies Plaintiff's claims of entitlement to the relief sought by way of the claims asserted in Plaintiff's Amended Original Complaint.

PLAINTIFF DEMANDS A TRIAL BY JURY ON ALL CLAIMS

149. SWBTS denies Plaintiff's claims of entitlement to the relief sought by way of the claims asserted in Plaintiff's Amended Original Complaint.

FOR A FIRST AFFIRMATIVE DEFENSE

150. Plaintiff's Amended Original Complaint fails to state a cause of action, cognizable in equity or law against SWBTS and must therefore be dismissed.

FOR A SECOND AFFIRMATIVE DEFENSE

151. Plaintiff's claims are barred, in whole or in part, by Plaintiff's failure to mitigate her damages.

FOR A THIRD AFFIRMATIVE DEFENSE

152. Pleading further, should same be necessary, Plaintiff's alleged damages and injuries are and were pre-existing conditions, infirmities, or other idiosyncratic reactions of Plaintiff not caused by nor resulting from the alleged injuries and damages attributed to SWBTS by Plaintiff in the pending action. Plaintiff's alleged injuries resulted from pre-existing and/or unrelated medical or mental conditions for which SWBTS has no liability or responsibility.

FOR A FOURTH AFFIRMATIVE DEFENSE

153. SWBTS would show, in the event Plaintiff compromises or settles, or has compromised or settled, claims and/or causes of action against any individual or entity arising out of the claims made subject of this matter, SWBTS reserves the rights and options granted to SWBTS in accordance with Chapter 33 of the Texas Civil Practice and Remedies Code.

FOR A FIFTH AFFIRMATIVE DEFENSE

154. If Plaintiff sustained any injury or incurred any loss or damages as alleged in her live pleading, the same were caused in whole or in part by acts or omissions of another or others over

whom SWBTS is not responsible, and whose conduct SWBTS had no duty or reason to anticipate or control.

FOR A SIXTH AFFIRMATIVE DEFENSE

155. The injuries or damages sustained by Plaintiff, if any, can be attributable to several causes and, accordingly, should be apportioned among the various causes according to the respective contribution of each cause of the harm sustained, if any.

FOR A SEVENTH AFFIRMATIVE DEFENSE

156. Plaintiff's damages, if any, were proximately caused by unforeseeable, independent intervening, or superseding events beyond the control, and unrelated to the conduct of SWBTS. SWBTS's actions and omissions, if any, were superseded by such unforeseeable, independent, intervening and superseding events, and as such SWBTS is not liable.

FOR AN EIGHTH AFFIRMATIVE DEFENSE

157. To the extent Plaintiff seeks prejudgment interest from SWBTS, SWBTS asserts the limitations for pre-judgment interest set forth in the Texas Finance Code.

FOR A NINTH AFFIRMATIVE DEFENSE

158. In the unlikely event that SWBTS should be found liable to Plaintiff, in any amount or percentage, SWBTS seeks contribution and indemnity for such amounts from any other Defendants, Third-Party Defendants, any settling Defendants, Responsible Third-Parties, and any other person or entity found to be liable to Plaintiff, pursuant to § 33.011 *et seq.* of the Texas Civil Practice and Remedies Code and any other applicable statute or common law rule.

FOR A TENTH AFFIRMATIVE DEFENSE

159. SWBTS asserts and pleads its alleged conduct was not the sole cause, a proximate cause, or a contributing cause, of any injuries or damages claimed by Plaintiff. SWBTS further pleads

and asserts that acts or omissions of persons or other parties, for which conduct SWBTS is not responsible and over which SWBTS exercised no control or authority, was the sole proximate cause or contributing cause of Plaintiff's alleged injuries and damages, if any.

FOR AN ELEVENTH AFFIRMATIVE DEFENSE

160. SWBTS denies that it owed any duty to Plaintiff under Texas law and, therefore, states that it is not liable for any claims asserted by Plaintiff.

FOR A TWELFTH AFFIRMATIVE DEFENSE

161. SWBTS asserts that John Doe was not in the course and scope of any alleged employment with SWBTS, and was not otherwise an agent for SWBTS at the time of the alleged acts or omissions at issue.

FOR A THIRTEENTH AFFIRMATIVE DEFENSE

162. SWBTS asserts that Leighton Paige Patterson was not in the course and scope of any alleged employment with SWBTS, and was not otherwise an agent for SWBTS at the time of the alleged acts or omissions at issue.

FOR A FOURTEENTH AFFIRMATIVE DEFENSE

163. SWBTS denies that it ratified any conduct of Leighton Paige Patterson at the time of the alleged acts or omissions at issue.

FOR A FIFTEENTH AFFIRMATIVE DEFENSE

164. Any recovery for the medical or health care expenses allegedly incurred by Plaintiff, if any, is subject to the limitations set forth in the Texas Civil Practice & Remedies Code. Tex. Civ. Prac. & Rem. Code § 41.0105.

FOR A SIXTEENTH AFFIRMATIVE DEFENSE

165. SWBTS is entitled to the rights and defenses set forth in Chapters 32 and 33 of the Texas Civil Practice and Remedies Code, and hereby assert such rights and defenses.

FOR A SEVENTEENTH AFFIRMATIVE DEFENSE

166. Pleading further, if necessary, SWBTS specifically pleads and incorporates by reference all applicable caps and limitations upon any award of damages, both compensatory and punitive, which are provided by law.

FOR AN EIGHTEENTH AFFIRMATIVE DEFENSE

167. SWBTS specifically denies it is liable herein, but asserts that any alleged liability, if any, should be apportioned any other defendants, any third parties, any responsible third parties, and all settling parties as determined by the finder-of-fact, and hereby invokes all rights and remedies contained in Chapters 32 and 33 of the Texas Civil Practice and Remedies Code.

FOR A NINETEENTH AFFIRMATIVE DEFENSE

168. SWBTS claims the protections of section 18.091 of the Texas Civil Practice and Remedies Code. Specifically, SWBTS maintains that Plaintiff, if seeking recovery for loss of earnings, loss of earning capacity, loss of contributions of a pecuniary value and/or loss of inheritance must present evidence in the form of a net loss after reduction for income tax payments or unpaid tax liability pursuant to any federal income tax law.

FOR A TWENTIETH AFFIRMATIVE DEFENSE

169. SWBTS asserts that its potential liability is limited by the Charitable Immunity and Liability Act, § 84.001 *et seq.*, TEX. CIV. PRAC. & REM. CODE, which is pled and incorporated herein by reference.

FOR A TWENTY-FIRST AFFIRMATIVE DEFENSE

170. Pleading further, if necessary, SWBTS denies that any act or omission by SWBTS was malicious, willful, wanton, reckless or grossly negligent and therefore, Plaintiff's claims for punitive damages are barred.

FOR A TWENTY-SECOND AFFIRMATIVE DEFENSE

171. Pleading further, if necessary, SWBTS specifically pleads and incorporates by reference all applicable caps and limitations upon any award of damages, both compensatory and punitive, which are provided by law. SWBTS further pleads that its liability, if any, which is denied, be limited by the provisions of § 41.001 *et seq.*, TEX. CIV. PRAC. & REM. CODE, which are pled and incorporated herein by reference.

FOR A TWENTY-THIRD AFFIRMATIVE DEFENSE

172. Pleading further, if necessary, Plaintiff's claims for punitive damages against SWBTS cannot be sustained because an award of punitive damages under Texas law by a jury that (1) is not provided constitutionally adequate standards of sufficient clarity for determining in the appropriate imposition of, and the appropriate size of, a punitive damages award, (2) is not adequately instructed on the limits of punitive damage imposed by the applicable beliefs of deterrents and punishment, (3) is not expressly prohibited from awarding punitive damages, or determining the amount of an award of punitive damages, in whole or in part, on the basis of invidiously discriminatory characteristics, including without limitations, the residence, wealth, and corporate status of SWBTS, if any, (4) is permitted to award punitive damages under a standard for determining liability for punitive damages that is vague and arbitrary and does not define with sufficient clarity the conduct or mental state that makes punitive damages permissible, (5) is not properly instructed regarding Plaintiff's burden of proof with respect to each and every element of a claim for punitive damages, and/or (6)

is not subject to trial court and appellate judicial review for reasonableness and furtherance of legitimate purposes on the basis of constitutionally adequate and objective standards, would be arbitrary and excessive and would violate SWBTS's due process and equal protection rights guaranteed by the 5th and 14th Amendments to the United States Constitution and Article I, §§ 3 and 19 of the Texas Constitution, and would be improper under the common law and public policies of the State of Texas.

FOR A TWENTY-FOURTH AFFIRMATIVE DEFENSE

173. Pleading further, if necessary, Plaintiff's claims for punitive damages against SWBTS cannot be sustained because an award of punitive damages in this case would constitute impermissible multiple punishments for the same wrong and the standards for determining liability for and the amount of punitive damages to be assessed is void for vagueness and would be in violation of SWBTS's due process and equal protection rights guaranteed by the 5th and 14th Amendments to the United States Constitution. SWBTS further pleads that Plaintiff's claim for punitive damages violates the 4th, 5th, 6th, 7th, 8th, and 14th Amendments of the United States Constitution and sections 3, 9, 13, and 19 of Article I of the Texas Constitution.

FOR A TWENTY-FIFTH AFFIRMATIVE DEFENSE

174. SWBTS incorporates the defenses of all others who are, or may become, parties to this action as though more fully set forth herein.

FOR A TWENTY-SIXTH AFFIRMATIVE DEFENSE

175. SWBTS asserts it intends to rely upon such other defenses as may become available or apparent during discovery proceedings in this case, and hereby reserves its right to amend its Answer to plead such defenses.

PRAYER

Wherefore, SWBTS requests that the Court enter Judgment against the Plaintiff, including a dismissal of all of the Plaintiff's claims, with prejudice, an award of costs incurred by the defending of this action, together with such other and further relief that this Court may deem just and proper.

Respectfully submitted,

MACDONALD DEVIN, P.C.

/s/ David M. Macdonald

David M. Macdonald

Attorney-in-Charge

Texas Bar No. 12755300

Southern District ID 22762

dmacdonald@macdonalddevin.com

3800 Renaissance Tower

1201 Elm Street

Dallas, TX 75270

214.744.3300

214.747.0942 (Facsimile)

Attorney-in-Charge for Defendant

Southwestern Baptist Theological Seminary

Of Counsel:

Jennifer D. LeBlanc

Texas Bar No. 24002473

Southern District ID 31101

MACDONALD DEVIN, P.C.

3800 Renaissance Tower

1201 Elm Street

Dallas, TX 75270

214.744.3300

214.747.0942 (Facsimile)

Of Counsel for Defendant

Southwestern Baptist Theological Seminary

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing document has been forwarded to all counsel of record in accordance with the Federal Rules of Civil Procedure and the Local Rules of this Court on this 7th day of August, 2019.

Sheila P. Haddock
Alexander S. Zalkin
Irwin M. Zalkin
The Zalkin Law Firm, P.C.
12555 High Bluff Drive, Ste. 301
San Diego, CA 72130
sheila@zalkin.com
alex@zalkin.com
irwin@zalkin.com
Attorneys for Plaintiff

/s/ David M. Macdonald

David M. Macdonald