

**UNITED STATES DISTRICT COURT
DISTRICT OF MAINE**

)	
THE PINES CHURCH and MATT)	
GIOIA)	
)	
Plaintiffs)	
)	
v.)	Civil Action No. 1:23-cv-00214-LEW
)	
HERMON SCHOOL DEPARTMENT)	
)	
)	
Defendant)	

ANSWER

Defendant Hermon School Department (“HSD”) for its answer to Plaintiff’s First Amended Complaint (“FAC”) states as follows:

JURISDICTION AND PARTIES

1. Paragraph 1 of the FAC states a legal conclusion to which no responsive pleading is required. To the extent Paragraph 1 includes factual allegations, they are denied.

2. Paragraph 2 of the FAC states a legal conclusion to which no responsive pleading is required. To the extent Paragraph 2 includes factual allegations, they are denied.

3. Paragraph 3 of the FAC states a legal conclusion to which no responsive pleading is required. To the extent Paragraph 3 includes factual allegations, they are denied.

4. Paragraph 4 of the FAC states a legal conclusion to which no responsive pleading is required. To the extent Paragraph 4 includes factual allegations, they are denied.

5. Paragraph 5 of the FAC states a legal conclusion to which no responsive pleading is required. To the extent Paragraph 5 includes factual allegations, they are denied.

6. Paragraph 6 of the FAC states a legal conclusion to which no responsive pleading is required. To the extent Paragraph 6 includes factual allegations, they are denied.

INTRODUCTION

7. HSD denies all factual allegations contained in Paragraph 7 of the FAC.

8. HSD is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 8 of the FAC and therefore deny the same.

9. HSD is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 9 of the FAC and therefore deny the same.

10. HSD denies the allegations contained in Paragraph 10 of the FAC.

11. HSD denies the allegations contained in Paragraph 11 of the FAC.

12. HSD denies the allegations contained in Paragraph 12 of the FAC.

13. HSD denies the allegations contained in Paragraph 13 of the FAC.

PARTIES

14. HSD is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 14 of the FAC and therefore deny the same.

15. HSD is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 15 of the FAC and therefore deny the same.

16. HSD admits the allegations contained in Paragraph 16 of the FAC.

17. HSD admits the factual allegations contained in Paragraph 17 of the FAC.

FACTUAL BACKGROUND

A. HSD's Leasing Process

18. HSD admits that it offers facilities for community use via short term lease agreements and that its Community Use of School Facilities Policy is attached to the FAC as Exhibit A. HSD denies the remaining allegations contained in Paragraph 18 of the FAC except to the extent they correctly characterize the allegations of Community Use Policies.

19. HSD admits the factual allegations contained in Paragraph 19 of the FAC.

20. HSD admits that Exhibits C and D are true copies of minutes and denies the remaining allegations contained in Paragraph 20 of the FAC.

21. HSD admits the allegations contained in Paragraph 21 of the FAC.

22. HSD denies the allegations contained in Paragraph 22 of the FAC.

23. HSD admits the allegations contained in Paragraph 23 of the FAC.

24. HSD admits the allegations contained in Paragraph 24 of the FAC.

25. HSD admits the allegations contained in Paragraph 25 of the FAC.

B. The Pines Church Pursuit of a Lease at Hermon High School

26. HSD is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 26 of the FAC and therefore deny the same.

27. HSD is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 27 of the FAC and therefore deny the same.

28. HSD is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 28 of the FAC and therefore deny the same.

29. HSD is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 29 of the FAC and therefore deny the same.

30. HSD is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 30 of the FAC and therefore deny the same.

31. HSD is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 31 of the FAC and therefore deny the same.

32. HSD admits the allegations contained in Paragraph 32 of the FAC.

33. HSD admits that Pastor Matt then contacted Superintendent Grant directly on or around September 23, 2023 and that Pastor Matt met with Superintendent Grant and frequently expressed his willingness to help accommodate the needs of the Church. HSD denies the remaining allegations contained in Paragraph 33 of the FAC.

34. HSD admits the allegations contained in Paragraph 34 of the FAC.

35. HSD admits the allegations contained in Paragraph 35 of the FAC.

36. HSD is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 36 of the FAC and therefore deny the same.

37. HSD admits the allegations contained in Paragraph 37 of the FAC.

38. HSD admits the allegations contained in Paragraph 38 of the FAC.

39. HSD admits the allegations contained in Paragraph 39 of the FAC.

40. HSD admits the allegations contained in Paragraph 40 of the FAC.

41. HSD cannot either admit or deny the allegations contained in Paragraph 41 of the FAC because it has never had an applicant for a 1 year lease.

42. HSD admits the allegations contained in Paragraph 42 of the FAC.

43. HSD cannot either admit or deny the allegations contained in Paragraph 43 of the FAC because it has never had an applicant for a 1 year lease.

44. HSD admits that lease proposals were considered at the Committee's December 12, 2022 meeting and that Superintendent Grant told the Committee that legal counsel found no establishment clause/concerns but denies the remaining allegations contained in Paragraph 44 of the FAC.

45. HSD denies the allegations contained in Paragraph 45 of the FAC.

46. HSD denies the allegations contained in Paragraph 46 of the FAC.

47. HSD denies the allegations contained in Paragraph 47 of the FAC.

48. HSD denies the allegations contained in Paragraph 48 of the FAC.

49. HSD denies the allegations contained in Paragraph 49 of the FAC.

50. HSD denies the allegations contained in Paragraph 50 of the FAC.

51. HSD denies the allegations contained in Paragraph 51 of the FAC.

52. HSD admits that the Committee voted to allow the Church to rent school facilities on a month-to-month basis but denies the remaining allegations contained in Paragraph 52 of the FAC.

53. HSD denies the allegations contained in Paragraph 53 of the FAC.

54. HSD admits the allegations contained in Paragraph 54 of the FAC.

55. HSD admits the allegations contained in Paragraph 55 of the FAC except that it denies Superintendent Grant was aware that a month-to-month lease was not feasible.

56. HSD denies the allegations contained in Paragraph 56 of the FAC.

57. HSD is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 57 of the FAC and therefore deny the same.

58. HSD is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 58 of the FAC and therefore deny the same.

59. HSD is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 59 of the FAC and therefore deny the same.

60. HSD admits the allegations contained in Paragraph 60 of the FAC.

61. HSD admits that on March 27, 2023, HSD denied any wrongdoing and refused to offer the Church damages but deny the remaining allegations contained in Paragraph 61 of the FAC.

**COUNT I- VIOLATION OF THE PLAINTIFFS’ RIGHT TO FREE EXERCISE
UNDER THE FIRST AMENDMENT TO THE UNITED STATES CONSTITUTION**

62. HSD repeats and realleges its responses to Paragraphs 1 through 61 as if fully set forth herein.

63. Paragraph 63 of the FAC states a legal conclusion to which no responsive pleading is required. To the extent Paragraph 63 includes factual allegations, they are denied.

64. Paragraph 64 of the FAC states a legal conclusion to which no responsive pleading is required. To the extent Paragraph 64 includes factual allegations, they are denied.

65. HSD denies the allegations contained in Paragraph 65 of the FAC.

66. HSD denies the allegations contained in Paragraph 66 of the FAC.

67. HSD denies the allegations contained in Paragraph 67 of the FAC.

68. HSD denies the allegations contained in Paragraph 68 of the FAC.

69. HSD denies the allegations contained in Paragraph 69 of the FAC.

70. HSD denies the allegations contained in Paragraph 70 of the FAC.

71. HSD denies the allegations contained in Paragraph 71 of the FAC.

72. HSD denies the allegations contained in Paragraph 72 of the FAC.

73. Paragraph 73 of the FAC does not require responsive pleading.

COUNT II - VIOLATION OF MAINE’S PUBLIC ACCOMODATION LAWS

74. HSD repeats and realleges its responses to Paragraphs 1 through 73 as if fully set forth herein.

75. Paragraph 75 of the FAC states a legal conclusion to which no responsive pleading is required. To the extent Paragraph 75 includes factual allegations, they are denied.

76. Paragraph 76 of the FAC states a legal conclusion to which no responsive pleading is required. To the extent Paragraph 76 includes factual allegations, they are denied.

77. HSD admits that HSD is the owner of Hermon High School, which provides facilities for public use and leas. HSD denies the remaining allegations contained in Paragraph 77 of the FAC.

78. HSD denies the allegations contained in Paragraph 78 of the FAC.

79. HSD denies the allegations contained in Paragraph 79 of the FAC.

80. Paragraph 80 of the FAC does not require responsive pleading.

**COUNT III - VIOLATION OF PLAINTIFFS' RIGHT TO FREE SPEECH UNDER
THE FIRST AMENDMENT TO THE UNITED STATES CONSTITUTION**

81. HSD repeats and realleges its responses to Paragraphs 1 through 80 as if fully set forth herein.

82. Paragraph 82 of the FAC states a legal conclusion to which no responsive pleading is required. To the extent Paragraph 82 includes factual allegations, they are denied.

83. Paragraph 83 of the FAC states a legal conclusion to which no responsive pleading is required. To the extent Paragraph 83 includes factual allegations, they are denied.

84. Paragraph 84 of the FAC states a legal conclusion to which no responsive pleading is required. To the extent Paragraph 84 includes factual allegations, they are denied.

85. Paragraph 85 of the FAC states a legal conclusion to which no responsive pleading is required. To the extent Paragraph 85 includes factual allegations, they are denied.

86. HSD denies the allegations contained in Paragraph 86 of the FAC.

87. HSD denies the allegations contained in Paragraph 87 of the FAC.

88. HSD denies the allegations contained in Paragraph 88 of the FAC.

89. HSD denies the allegations contained in Paragraph 89 of the FAC.

90. HSD denies the allegations contained in Paragraph 90 of the FAC.

91. HSD denies the allegations contained in Paragraph 91 of the FAC.

92. HSD denies the allegations contained in Paragraph 92 of the FAC.

93. Paragraph 93 of the FAC does not require responsive pleading.

**COUNT IV – DEFENDANT’S ACTIONS VIOLATE THE ESTABLISHMENT
CLAUSE OF THE FIRST AMENDMENT TO THE UNITED STATES
CONSTITUTION**

94. HSD repeats and realleges its responses to Paragraphs 1 through 94 as if fully set forth herein.

95. Paragraph 95 of the FAC states a legal conclusion to which no responsive pleading is required. To the extent Paragraph 95 includes factual allegations, they are denied.

96. Paragraph 96 of the FAC states a legal conclusion to which no responsive pleading is required. To the extent Paragraph 108 includes factual allegations, they are denied.

97. Paragraph 97 of the FAC states a legal conclusion to which no responsive pleading is required. To the extent Paragraph 109 includes factual allegations, they are denied.

98. HSD denies the allegations contained in Paragraph 98 of the FAC.

99. HSD denies the allegations contained in Paragraph 99 of the FAC.

100. HSD denies the allegations contained in Paragraph 100 of the FAC.

101. HSD denies the allegations contained in Paragraph 101 of the FAC

102. Paragraph 102 of the FAC does not require responsive pleading.

DEFENSES

1. The FAC fails to state a claim upon which relief may be granted.
2. Plaintiffs have failed to mitigate their damages.
3. One or more of the Plaintiffs lacks standing to bring the claims asserted in the FAC.
4. Plaintiffs' claims are barred by waiver and/or estoppel.

Dated: July 6, 2023

/s/ Melissa A. Hewey

Melissa A. Hewey

Attorney for Defendant Hermon School Department

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