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**STATE OF WASHINGTON
BENTON COUNTY SUPERIOR COURT**

ROBERT INGERSOLL and CURT FREED,

Plaintiffs,

NO. 13-2-00953-3

v.

ANSWER AND AFFIRMATIVE DEFENSES

ARLENE'S FLOWERS, INC., d/b/a
ARLENE'S FLOWERS AND GIFTS, and
BARRONELLE STUTZMAN,

Defendants.

Defendants, Arlene's Flowers, Inc., d/b/a Arlene's Flowers and Gifts, ("Arlene's Flowers") and Barronelle Stutzman hereby answer Plaintiffs' complaint and assert Affirmative Defenses and as follows:

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PARTIES

1. Defendants were aware that Robert Ingersoll identified as gay and that he was in a relationship. As for the remainder of the corresponding paragraph, Defendants lack information and knowledge sufficient to form a belief as to the truth of the allegations, and therefore deny.

2. Defendants admit the allegations in the corresponding paragraph.

3. Defendants admit the allegations in the corresponding paragraph.

JURISDICTION AND VENUE

4. Defendants admit that the events underlying the lawsuit occurred at the Arlene's Flowers store in Richland, Washington. Defendants deny the remaining allegations in the corresponding paragraph.

5. Defendants admit the allegation in the corresponding paragraph.

6. Defendants admit the allegation in the corresponding paragraph.

7. Defendants admit the allegation in the corresponding paragraph.

FACTS

8. Defendants lack information and knowledge sufficient to form a belief as to the truth of the allegations in the corresponding paragraph, and therefore deny.

9. Defendants lack information and knowledge sufficient to form a belief as to the truth of the allegations in the corresponding paragraph, and therefore deny.

10. Defendants lack information and knowledge sufficient to form a belief as to the truth of the allegations in the corresponding paragraph, and therefore deny.

1 11. Defendants admit that Mr. Ingersoll has been a customer of Arlene's
2 Flowers for many years. Defendants lack information and knowledge sufficient to form a
3 belief as to the truth of the remaining allegations in the corresponding paragraph, and
4 therefore deny.

5 12. Defendants admit that Arlene's Flowers sold Robert Ingersoll flowers for
6 a variety of occasions, including those listed in the corresponding paragraph. Defendants
7 lack information and knowledge sufficient to form a belief as to the truth of the
8 allegations concerning the amount of money spent, and whether Mr. Freed also purchased
9 flowers at Arlene's, and therefore deny those allegations.

10 13. Defendants admit that Robert Ingersoll became engaged. Defendants lack
11 information and knowledge sufficient to form a belief as to the truth of the remaining
12 allegations in the corresponding paragraph, and therefore deny.

13 14. Defendants deny that Plaintiffs simply planned to buy flowers.
14 Defendants admit that Mr. Ingersoll asked Arlene's Flowers to create floral
15 arrangements for his wedding, and that Arlene's Flowers advertises and sells flowers for
16 a variety of occasions, including weddings. Defendants admit that Arlene's Flowers
17 advertises on the Internet and maintains a web page. The phrase "large portion of the
18 general public" is too vague for Defendants to admit or deny and Defendants therefore
19 deny. Defendants admit the remainder of the allegations in the corresponding paragraph.
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23 15. Defendants admit that Mr. Ingersoll went to Arlene's Flowers on March 1,
24 2013, where he asked Barronelle Stutzman if Arlene's Flowers would create the floral
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1 arrangements for his wedding. Ms. Stutzman knew that Mr. Ingersoll identified himself
2 as gay and that he was in a relationship. Defendants lack information and knowledge
3 sufficient to form a belief as to the truth of the remaining allegations in the corresponding
4 paragraph, and therefore deny.

5 16. Defendants deny the allegations in the corresponding paragraph.

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7 17. Defendants deny the allegation of the corresponding paragraph in that
8 Arlene's Flowers does not generally just sell flowers for weddings, absent designing and
9 creating the floral arrangements for weddings. Defendants deny any other interpretation
10 of the corresponding paragraph.

11 18. Defendants lack information and knowledge sufficient to form a belief as
12 to the truth of the allegations in the corresponding paragraph, and therefore deny.

13 **FIRST CAUSE OF ACTION**

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15 19. To the extent that the corresponding paragraph calls for a legal conclusion,
16 the allegation is neither admitted nor denied. The statute referenced speaks for itself.
17 Otherwise, Defendants deny the allegations in the corresponding paragraph.

18 20. To the extent that the corresponding paragraph calls for a legal conclusion,
19 the allegation is neither admitted nor denied. The statutes referenced speak for
20 themselves. Otherwise, Defendants deny the allegations in the corresponding paragraph.

21 21. The phrase "providing all the supplies necessary for wedding floral
22 arrangements" is too vague for Defendants to admit or deny. Otherwise, Defendants
23 admit the allegation in the corresponding paragraph.
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22. The allegation in the corresponding paragraph calls for a legal conclusion, which is neither admitted nor denied. Washington's law against discrimination speaks for itself. All other interpretations of the corresponding paragraph are denied.

23. The allegation in the corresponding paragraph calls for a legal conclusion, which is neither admitted nor denied. Washington's law against discrimination speaks for itself. All other interpretations of the corresponding paragraph are denied.

24. Defendants deny the allegations in the corresponding paragraph.

25. To the extent that the corresponding paragraph calls for a legal conclusion, the allegation is neither admitted nor denied. Otherwise, Defendants deny the allegations in the corresponding paragraph.

26. Defendants deny the allegations in the corresponding paragraph.

SECOND CAUSE OF ACTION

27. Defendants deny the allegations in the corresponding paragraph.

28. Defendants deny the allegations in the corresponding paragraph.

THIRD CAUSE OF ACTION

29. To the extent that the corresponding paragraph calls for a legal conclusion, the allegation is neither admitted nor denied. The statutes referenced speak for themselves. Otherwise, Defendants deny the allegations in the corresponding paragraph.

30. Defendants deny the allegations in the corresponding paragraph.

AFFIRMATIVE DEFENSES

31. Failure to State a Claim Upon which Relief can be Granted: Plaintiff's

1 complaint fails to state a claim upon which relief can be granted and should be dismissed
2 under Civil Rule 12(b)(6).

3 32. Preemption: As applied violation of the Free Speech, Free Exercise, and
4 Free Association provisions of the First Amendment to the United States Constitution.

5 33. Justification: As applied violation of Article I Section 11 and Article 1,
6 Section 5 of the Washington State Constitution.

7 34. Failure to Mitigate Damages.

8 35. Estoppel: Plaintiff's actions and omissions negate the relief requested.

9 36. Waiver and Ratification.

10 37. Lack of Standing in regard to Plaintiff Curt Freed.

11 38. Frustration of Purpose in regard to application of Washington Law
12 Against Discrimination and Consumer Protection Act.

13 39. Prior pending action. Washington law against discrimination is designed
14 to be enforced by state agency or, alternatively, provide a private right of action. The
15 intent of the statute is frustrated by allowing more than one set of statutory penalties to
16 apply to a single alleged statutory violation. The intent of the statute at issue is to exact
17 penalties as stated within the statute, and not as a compound penalty and compound
18 remedy for multiple parties.

19 40. Lack of Causation and Damages: Defendant's alleged actions and
20 omissions did not result in Plaintiff's alleged damages, if any. Plaintiffs have not
21 suffered any damages.
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1 41. No Statutory Violation: Defendants’ alleged acts and omissions did not
2 violate any statute. Defendants did not discriminate in the provision of goods or services
3 on the basis of any customer’s sexual orientation. Rather, Defendant Arlene’s Flowers
4 declined to provide goods and services for a particular type of event, based on a religious
5 objection to participation in the event, and the subject matter thereof.

6
7 **PRAYER FOR RELIEF**

8 42. Defendants request that Plaintiffs’ Complaint be dismissed in its entirety,
9 with prejudice.

10 43. Defendants request an award of reasonable attorney fees and litigation
11 costs as allowed by statute, court rule, or in equity, as appropriate.

12 44. Defendants request any other and further relief the court deems just and
13 equitable.

14 RESPECTFULLY SUBMITTED this 17th day of May, 2013.

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JD Bristol, WSBA no. 29820

19 Dale Schowengerdt, *Pro Hac Vice*
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25 Attorneys for Defendants