

Seminary cites Establishment Clause in filing for dismissal

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FORT WORTH (BP)—Attorneys for Southwestern Baptist Theological Seminary and past board chair Danny Roberts have filed for dismissal in a case brought by former president Adam Greenway.

Both say Greenway's lawsuit violates the First Amendment's Establishment Clause and ecclesiastical abstention doctrine, which precludes courts from deciding matters related to church governance and other ecclesiastical matters.

The former president [filed his lawsuit](#) in March, claiming he was defamed by seminary leaders in such a way that resulted in "severe damage to his reputation and rendering him unemployable in the professional capacity for which he is qualified."

Those claims stem from placing the seminary's dire financial situation in the fall of 2022 at Greenway's feet as well as disagreements Greenway had with key seminary leaders and alumni.

"Accordingly ... [defendants] move to dismiss Plaintiff's Complaint on the basis that the First Amendment, ecclesiastical abstention doctrine, and ministerial exception prohibit this Court from exercising subject-matter jurisdiction over Plaintiff's claims," reads the filing on behalf of the seminary and Roberts.

Greenway's lawsuit discloses he resigned Sept. 23, 2022, accepting stipulations including "the promise of mutual non-disparagement as terms of separation." An eventual settlement agreement in February 2023 included a provision that both parties would issue a joint statement.

The first point of the settlement agreement states Southwestern agreed to pay Greenway “a one-time lump sum payment in the amount of \$229,500.00 on or before February 28, 2023.”

The second point addresses the joint statement, stipulating, “Southwestern will take responsibility for issuing the joint statement on or before February 28, 2023.”

No specifics are given as to the manner in which the joint statement will be delivered, nor other parties to be involved.

Southwestern Seminary asserts it fulfilled its responsibility by issuing a statement to Baptist Press on Feb. 28, 2023, that was ultimately not published because both sides declined to offer further “context and comment,” said Brandon Porter, associate vice president for convention news at the SBC Executive Committee.

Greenway’s position is Southwestern Seminary and not a third party was responsible for the public display of the statement.

“Apparently, compliance with the Settlement Agreement was not enough,” the filing stated. “Instead, Plaintiff wants to re-write the Settlement Agreement to include an obligation for the Seminary to have posted the joint statement on the Seminary’s website. The Court, however, should not re-write the Settlement Agreement or include terms that were not agreed to.

“... [T]he allegations and evidence show that the Seminary issued the joint statement. Nothing more is required.”

In regard to disparaging comments, the motion for dismissal says those provisions “do not prohibit the Seminary from disparaging Plaintiff (in any event, it did not). Instead, that provision only prohibited certain individuals from disparaging Plaintiff. Those individuals signed the Settlement

Agreement in their individual capacities to evidence their agreement to that provision. Plaintiff, therefore, has failed to state a claim for breach of contract against the Seminary.”

The motion also disputes claims of defamation attributed to Roberts.

“[T]o be actionable, the complained-of statement must be one that can be objectively verified as false; statements of opinion are not actionable,” it said.