

IN THE UNITED STATES DISTRICT COURT
FOR THE MIDDLE DISTRICT OF TENNESSEE
AT NASHVILLE

SHEA T. HASENAUER,	)	
	)	Case No. 3:25-cv-1407
Plaintiff,	)	
	)	Jury Demanded
v.	)	
	)	Judge Campbell
SPENCER FANE LLP,	)	Magistrate Judge Frensley
	)	
Defendant.	)	

ANSWER

Defendant Spencer Fane LLP (“Defendant” or “Spencer Fane”) respectfully submits the following Answer, affirmative and other defenses.

1. Denied.
2. Denied.
3. Based upon information and belief, Paragraph 3 is admitted, except that it is denied that all of Plaintiff’s remarks with this colleague were “cordial.” It is further denied that Paragraph 3 includes all of Plaintiff’s comments and conduct towards the associate cited in Paragraph 3, including unsolicited written communications he had with her after the September 2024 attorney retreat referenced in Paragraph 3.
4. Denied, excepted admitted that after the associate cited in Paragraph 3 discussed with a partner in Spencer Fane’s Denver office, Jim Wooll, the comments that Plaintiff had made to her during the September 2024 attorney retreat, along with his follow up email to her after the retreat, and Mr. Wooll appropriately elevated those comments and communications to another partner in firm leadership.
5. Denied.
6. Denied, as stated.

7. Paragraph 7 asserts a statement of law, for which a response is not necessary. To the extent that a response is necessary, Spencer Fane admits that Title VII of the Civil Rights Act of 1964 (“Title VII”) requires employers like Spencer Fane to not discriminate within the meaning of that Act.

8. Denied.

9. Paragraph 9 asserts a statement of law, for which no response is necessary. To the extent a response is necessary, the Supreme Court’s holding in *Ames v. Ohio Dept. of Youth Services* speaks for itself.

10. Paragraph 10 asserts a statement of law, for which no response is necessary. To the extent a response is necessary, the Supreme Court’s holding in *Ames v. Ohio Dept. of Youth Services* speaks for itself.

11. Paragraph 11 asserts a statement of law, for which no response is necessary. To the extent a response is necessary, the Supreme Court’s holding in *Ames v. Ohio Dept. of Youth Services* speaks for itself.

12. Denied.

13. Denied.

14. Spencer Fane denies that Plaintiff reported illegal conduct and therefore denies Paragraph 14.

15. Denied, except admitted that Plaintiff was terminated on or around November 13, 2024, due to his touching of two female attorneys (one a Firm associate, the other opposing counsel), without their consent, and for his consistent pattern and practice of making demeaning and unwelcome comments to female attorneys.

16. Denied.

17. Denied.

18. Admitted.
19. Denied.
20. Denied.
21. Admitted upon information and belief.
22. Admitted.
23. Admitted.
24. Denied, as stated, except admitted that Spencer Fane is subject to specific personal jurisdiction for this lawsuit.
25. Denied, as stated, except admitted that venue is proper for this lawsuit.
26. Denied, except admitted that Plaintiff has around eight years of civil litigation experience.
27. Admitted.
28. Denied, as stated.
29. Denied.
30. Spencer Fane admits that it recognized Plaintiff's selection, and the selection of two of his Nashville colleagues, by the Tennessee Supreme Court's "Attorneys for Justice" list in the document attached as Exhibit 2 to the Complaint.
31. Spencer Fane admits that it recognized Plaintiff's selection and the selection of another Nashville associate as "Rising Stars" by the publication *Mid-South Super Lawyers* in the document attached as Exhibit 3 to the Complaint.
32. Denied, excepted admitted that Plaintiff was an Associate in 2024 and could hold himself out as a "Senior Associate."
33. Denied, as stated, except admitted that Plaintiff, along with 44 other associates and of-counsel attorneys, expressed an interest in attending a series of initial information sessions

about the process for being considered for partnership elevation, and that he attended one such session.

34. Denied, as stated.

35. Denied.

36. Spencer Fane denies that Plaintiff's termination was "illegal." With respect to the remainder of Paragraph 36, Spencer Fane is without information sufficient to respond to that paragraph and therefore denies the same.

37. Spencer Fane is without information sufficient to respond to Paragraph 37 of the Complaint and therefore denies the same.

38. Denied, as stated, excepted admitted that Plaintiff was on pace to bill 1,382 hours in 2024, which would have been the most hours he had billed in a year since joining Spencer Fane in 2021.

39. Spencer Fane admits that it is committed to legal diversity, equity and inclusion, and the equal treatment of all its employees.

40. Admitted.

41. Admitted.

42. Admitted.

43. Admitted.

44. Admitted.

45. Admitted.

46. Admitted.

47. Spencer Fane admits that the cited portion of its Diversity & Inclusion policy is correctly quoted in the Complaint. Spencer Fane denies the remainder of Paragraph 47.

48. Denied.

49. Denied.

50. Denied.

51. Denied.

52. Denied.

53. Spencer Fane denies Paragraph 53, except admits that Title VII and Firm policy require that it treat all of its employees equally, and that it did so with respect to the facts at issue in this Complaint.

54. Denied.

55. Spencer Fane is without information sufficient to respond to Paragraph 55 and therefore denies the same.

56. Upon information and belief that Paragraph 56 refers to a dinner at the September 2024 attorney retreat and Plaintiff's conversation with an associate from Denver, Spencer Fane admits that Plaintiff chose to discuss his faith with that associate, that he told her that he hears God's voice, and that he made demeaning and unsolicited comments to her about her choice to return to work after she had a child.

57. Denied.

58. Spencer Fane is without information sufficient to respond to Paragraph 58 and therefore denies the same.

59. Denied.

60. Spencer Fane admits that Plaintiff sent the email that is attached as Exhibit 5 to his Complaint. The remainder of Paragraph 60 is denied.

61. Denied, as stated, except admitted that on September 16, 2025, Director of Human Resources Stephen Flanery and Chief Talent and Diversity Officer Latricia Shepard conducted a coaching session with Plaintiff regarding some of his statements to the Denver associate referenced

above, including telling her that she should quit practicing law and stay home with her child, and that “your husband should step up” financially and “play his role.” They also coached Plaintiff on his unsolicited follow-up email to her “On womanhood and wifehood,” where he wrote her that women should “be homemakers (housewives, managers / keepers of the home).”

62. Denied, as stated.

63. Denied, as stated.

64. Denied.

65. Denied.

66. Denied.

67. Denied.

68. Denied.

69. Denied.

70. Denied.

71. Denied.

72. Denied.

73. Denied.

74. Paragraph 74 asserts a statement of law, for which a response is not necessary. To the extent that a response is necessary, Spencer Fane admits that Title VII prohibits employers from discriminating within the meaning of that Act, and that the Firm’s policies prohibit discrimination.

75. Denied.

76. Denied.

77. With respect to the first sentence of Paragraph 77, Spencer Fane denies that sentence, except admits that the firm engaged in First Amendment protected speech in various firmwide emails, which speak for themselves. The remainder of Paragraph 77 is denied.

78. Spencer Fane denies Paragraph 78, except admits that the firm engaged in First Amendment protected speech in the email cited by that paragraph; that email speaks for itself.

79. Spencer Fane denies Paragraph 79, as stated, except admits that on May 11, 2023, the firm conducted a webinar for clients and attorneys entitled “Current State of Transgender Student and Employee Rights.”

80. Spencer Fane denies Paragraph 80, as stated, except admits that on June 11, 2024, the firm conducted a webinar for clients and attorneys entitled, “Advantage CLE: LGBTQIA + Awareness and Allyship for Legal Professionals.”

81. Spencer Fane denies Paragraph 81, as stated, except Spencer Fane admits that on March 22, 2024, the Firm engaged in First Amendment protected speech via an email that speaks for itself.

82. Admitted that the cited LinkedIn post was posted on Spencer Fane’s LinkedIn page. That post speaks for itself.

83. Admitted that the cited LinkedIn post was posted on Spencer Fane’s LinkedIn page. That post speaks for itself.

84. Admitted that the cited LinkedIn post was posted on Spencer Fane’s LinkedIn page. That post speaks for itself.

85. Spencer Fane denies Paragraph 85, as stated, except admits that on July 14, 2023, the Firm engaged in First Amendment protected speech via a website post that speaks for itself.

86. Spencer Fane denies Paragraph 86, as stated, except admits that on August 1, 2023, the Firm engaged in First Amendment protected speech via a website post that speaks for itself.

87. Spencer Fane denies Paragraph 87, as stated, except admits that on August 7, 2023, the Firm engaged in First Amendment protected speech via a website post that speaks for itself.

88. Spencer Fane denies Paragraph 88, except admits that Connect Groups are proposed and organized organically by attorneys and employees within the Firm, and that Plaintiff was told on September 16, 2024, that if he wished to propose a Connect Group to support Christians, he was could do so.

89. Denied, as stated.

90. Denied.

91. Denied.

92. Denied.

93. Denied.

94. Denied, as stated, except admitted that after being coached by Mr. Flanery and Ms. Shepard about his comments to the Denver associate referenced above and his follow-up email to her, Plaintiff replied that “his faith needed to be respected,” that the firm was at risk of losing clients due to “things that are promoted and celebrated within the firm,” and that he had received firmwide emails that were contrary to his beliefs. He further asked why there was not an attorney Connect Group for Christians.

95. Denied.

96. Spencer Fane is without information sufficient to respond to Paragraph 96 and therefore denies the same.

97. Denied.

98. Denied.

99. Denied.

100. Denied.

101. Denied.

102. Denied.

103. Denied.

104. Denied, except admitted that on August 28, 2024, the Firm engaged in First Amendment protected speech via a website post that speaks for itself.

105. Denied.

106. Denied.

107. Denied.

108. Denied, as stated, except admitted that in December 2024, a slate of nine Associates and one Of Counsel were voted on and approved for admission in January 2025, and that one's graduation year is typically not a factor in the Firm's analysis on whom to elevate.

109. Spencer Fane admits that the quoted portion of the Firm Handbook speaks for itself. The remainder of Paragraph 109 is denied.

110. Denied.

111. Denied.

112. Denied, as stated.

113. Denied.

114. Denied.

115. Denied.

116. Denied.

117. Denied.

118. Denied.

119. Denied.

120. Denied.

121. Denied.

122. Denied.

123. Denied.

124. Denied.

125. Denied.

126. Denied, as stated.

127. Denied, as stated.

128. Denied, as stated, except admitted that Plaintiff sent the email quoted in Paragraph 128 to the firm on November 13, 2024.

129. Admitted.

130. Denied.

131. Denied.

132. Denied.

133. Denied, as stated, except admitted that on March 19, 2025, the Equal Employment Opportunity Commission (“EEOC”) issued the press release cited in Paragraph 133.

134. Denied, as stated, except admitted that on July 29, 2024, the United States Attorney General issued the memorandum cited in Paragraph 134 to various federal agencies.

135. As to the first sentence of Paragraph 135, Spencer Fane admits that on March 19, 2024, the Tennessee Attorney General’s Office issued a press release entitled, “TN AG Pushes Back on Unlawful DEI Regulation,” which speaks for itself. As to the second sentence of Paragraph 135, Spencer Fane is without information sufficient to respond to that paragraph and therefore denies the same.

136. Spencer Fane is without information sufficient to form a belief as to Paragraph 136 and therefore denies the same.

137. Denied, as stated, except admitted that on March 17, 2025, the EEOC issued the press release cited in Paragraph 137.

138. Denied.

139. Paragraph 139 is denied, including all of that paragraph's subparts.

140. Denied.

141. Denied.

142. Denied, as stated, except admitted that on or about November 18, 2025, the EEOC issued a dismissal and notice of right to sue, as reflected in Exhibit 7 of the Complaint.

143. Spencer Fane denies that Plaintiff is entitled to any relief under the causes of action pled and therefore denies Paragraph 143.

144. Spencer Fane refers to its responses above as if set forth fully herein.

145. Denied.

146. Denied.

147. Denied.

148. Denied.

149. Denied.

150. Denied.

151. Denied.

152. Denied.

153. Denied.

154. Denied.

155. Denied.

156. Denied.

157. Spencer Fane refers to its responses above as if set forth fully herein.

- 158. Denied.
- 159. Denied.
- 160. Denied.
- 161. Denied.
- 162. Denied.
- 163. Denied.
- 164. Denied.
- 165. Denied.
- 166. Denied.
- 167. Denied.
- 168. Denied.
- 169. Spencer Fane refers to its responses above as if set forth fully herein.
- 170. Denied.
- 171. Denied.
- 172. Denied.
- 173. Denied.
- 174. Denied.
- 175. Denied.
- 176. Denied.
- 177. Spencer Fane refers to its responses above as if set forth fully herein.
- 178. Denied.
- 179. Denied.
- 180. Denied.
- 181. Denied.

- 182. Denied.
- 183. Denied.
- 184. Denied.
- 185. Denied.
- 186. Denied.
- 187. Denied.
- 188. Denied.
- 189. Denied.
- 190. Spencer Fane refers to its responses above as if set forth fully herein.
- 191. Denied.
- 192. Denied.
- 193. Denied.
- 194. Denied.
- 195. Denied.
- 196. Denied.
- 197. Denied.
- 198. Denied.
- 199. Denied.
- 200. Denied.
- 201. Spencer Fane refers to its responses above as if set forth fully herein.
- 202. Denied.
- 203. Denied.
- 204. Denied.
- 205. Denied.

- 206. Denied.
- 207. Denied.
- 208. Denied.
- 209. Denied.
- 210. Denied.
- 211. Denied.
- 212. Denied.
- 213. Spencer Fane refers to its responses above as if set forth fully herein.
- 214. Denied.
- 215. Denied.
- 216. Denied.
- 217. Denied.
- 218. Denied.
- 219. Denied.
- 220. Denied.
- 221. Spencer Fane refers to its responses above as if set forth fully herein.
- 222. Denied.
- 223. Denied.
- 224. Denied.
- 225. Denied.
- 226. Denied.
- 227. Denied.
- 228. Denied.
- 229. Spencer Fane refers to its responses above as if set forth fully herein.

230. Denied.
231. Denied.
232. Denied.
233. Denied.
234. Denied.
235. Denied.
236. Denied.
237. Denied.
238. Spencer Fane refers to its responses above as if set forth fully herein.
239. Denied.
240. Denied.
241. Denied.
242. Denied.
243. Spencer Fane denies that Plaintiff is entitled to any of the relief sought in the “Request for Relief” section of the Complaint, or anywhere else in the Complaint.
244. Any allegation not specifically admitted herein is denied.

Affirmative and Other Defenses

1. Portions of the Complaint fail to state a claim upon which relief can be granted. To the extent much of the Complaint focuses on communications regarding diversity, equity and inclusion, recent case law confirms that those communications are speech protected by the First Amendment of the United States Constitution.

2. The Complaint fails to the extent it asserts claims outside the scope of Plaintiff’s EEOC Charge. For example, to the extent Plaintiff’s claims of discrimination and hostile environment are based upon the alleged comments of “an intoxicated male Partner” at the firm

retreat in September 2024, Plaintiff did not raise those claims in his EEOC Charge. As such, he did not exhaust his administrative remedies, and those claims fail.

3. Plaintiff's hostile environment claims fail under the *Faragher* and *Ellerth* doctrine. Plaintiff did not utilize available reporting mechanisms to alert Spencer Fane of alleged "harassment" cited in the Complaint, and those claims are barred accordingly.

4. Plaintiff's claims are barred by the doctrine of unclean hands. Plaintiff repeatedly made comments to female attorneys and other female employees that were unwelcome, demeaning and belittling. On numerous occasions, Plaintiff questioned why female attorneys why they were not staying at home with their children (rather than pursuing their chosen profession). He told a female legal assistant, who was sweeping a broom in a breakroom, that "she would make a good wife one day." He made comments to female attorneys that belittled their intellect. He touched a female associate, without her consent, and touched a female opposing counsel, again without her consent. Plaintiff was the one injecting unwelcome comments and conduct into the workplace, and his claims are barred accordingly.

5. Plaintiff's breach of contract claim fails because Tennessee is an at-will employment state.

6. Plaintiff's breach of contract claim fails because there was no meeting of the minds.

7. Plaintiff's breach of contract claim fails because a condition precedent was not satisfied.

8. Plaintiff's fraudulent misrepresentation claim fails because the Complaint fails to meet the pleading standard of Fed. R. Civ. P. 9(b).

9. Plaintiff's damage claims are barred by the doctrine of mitigation. To the extent Plaintiff has not engaged in reasonable efforts to obtain substantially equivalent employment, his

claims are barred. To the extent Plaintiff has obtained substantially equivalent employment, Spencer Fane is entitled to an offset.

10. Any possible damages for which Plaintiff seeks to recover from Spencer Fane may be reduced in whole or in part to the extent they may be barred by the doctrine of after-acquired evidence.

11. Plaintiff's claims may be barred by lack of standing or judicial estoppel.

12. At all times relevant to this action, Spencer Fane has acted in good faith, without any discriminatory or retaliatory intent, and with reasonable grounds to believe that it acted in compliance with applicable laws towards Plaintiff.

13. Plaintiff cannot show that Spencer Fane's actions were done with malice, willfulness or reckless indifference to Plaintiff's rights under the Title VII or the Tennessee Human Rights Act ("THRA"). Therefore, his claims for punitive damages fail.

14. Excessive punitive damages are barred by due process.

15. Plaintiff's damage claims are limited by applicable caps on damages, including Title VII's cap on damages for punitive damages and compensatory damages, the THRA's cap on compensatory damages, and Tennessee's cap on punitive damages and emotional distress damages.

16. Plaintiff's claims for punitive damages fail under *Kolstad* and its progeny. Defendant has taken efforts to comply with the Title VII and other employment statutes.

17. Punitive damages are not available under the THRA, for breach of contract or for unjust enrichment.

18. Spencer Fane reserves the right to assert additional affirmative defenses, as discovery in this matter progresses.

Accordingly, Defendant requests that this Court:

- 1) Dismiss with prejudice all claims asserted by Plaintiff against Defendant;
- 2) Grant judgment against Plaintiff for all discretionary or other costs incurred by Defendant, including attorneys' fees; and
- 3) Grant such and other further relief in favor of Defendant and against Plaintiff as the Court deems just and proper.

Respectfully submitted,

/s/ Jonathan O. Harris

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Attorneys for Defendant

CERTIFICATE OF SERVICE

I hereby certify that on January 28, 2026, I served a true and correct copy of the foregoing via the Court's ECF system on the following:

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/s/ Jonathan O. Harris

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