

STATE OF MINNESOTA
COUNTY OF HENNEPIN

DISTRICT COURT
FOURTH JUDICIAL DISTRICT

Case Type: Employment

Reyzi Grace MoChridhe,

Court File No.: _____

Judge: _____

Plaintiff,

vs.

**COMPLAINT AND
DEMAND FOR JURY TRIAL**

**Academy of Holy Angels and Archdiocese
of St. Paul and Minneapolis,**

Defendants.

Plaintiff Reyzi Grace MoChridhe, through her attorneys, Jess Braverman and Christy Hall, Gender Justice, 663 University Ave. West, Suite 200, St. Paul, Minnesota 55104, and Joni Thome, Wanta Thome, 100 South 5th St., Suite 1200, Minneapolis, MN 55402, for her Complaint against Academy of Holy Angels (“AHA”) and Archdiocese of St. Paul and Minneapolis (“ASPM”), Defendants, states and alleges as follows:

NATURE OF CLAIM

1. Plaintiff brings this lawsuit to remedy illegal discrimination based on her sexual orientation and sex by revoking an offer of employment and terminating employment negligently and in violation of the Minnesota Human Rights Act (MHRA), Minn. Stat. §§ 363A.01, *et. seq.*

PARTIES, JURISDICTION & VENUE

2. Plaintiff is a resident and citizen of Hennepin County, Minnesota.

3. During all relevant times Plaintiff was a resident and citizen of the State of Minnesota.

4. Plaintiff is a transgender woman, meaning she was assigned male at birth but lives and identifies as a woman.

5. During all relevant times Plaintiff and Defendants were “employee” and “employer,” respectively, as defined by Minn. Stat. § 363A.03.

6. Defendant AHA is a non-profit corporation organized and operating pursuant to Minn. Stat. § 317A.

7. Defendant ASPM is a Minnesota diocesan corporation organized and operating pursuant to Minn. Stat. § 315.16.

8. Defendant AHA’s principal place of business is in Richfield, Hennepin County, Minnesota.

9. Defendant ASPM’s principal place of business is in St. Paul, Ramsey County, Minnesota.

10. The District Court in the County of Hennepin, State of Minnesota, has original jurisdiction over the parties and all the claims set forth in this Complaint, pursuant to Minn. Stat. § 363A.33 subd. 6 and Minn. Stat. § 484.01, subd. 1.

11. Venue in this Court is proper pursuant to Minn. Stat. § 363A.33 subd. 6 and Minn. Stat. § 542.09, because Defendant AHA is a non-profit entity with its principal place of business in Hennepin County, and because the unlawful actions alleged herein occurred in Hennepin County.

FACTUAL ALLEGATIONS

The Offer of Employment

12. On July 19, 2021, Defendant AHA presented Plaintiff with an offer of employment and a detailed job description for a Media Specialist/Librarian position to be reviewed and signed. Plaintiff signed the Employment Agreement that same day.

13. The Employment Agreement between Plaintiff and Defendant AHA was for a term beginning August 23, 2021, through June 7, 2022.

14. The Employment Agreement contains sections on employment period, compensation/benefits, technology competency, and responsibilities and acknowledgments.

15. The job description is a two-page document containing details about the responsibilities and duties of the Media Specialist/Librarian position at AHA.

16. The job description contains a “Purpose” section that describes the mission statement of AHA, along with additional details about the position. The section reads as follows:

The mission of the Academy of Holy Angels is to educate and nurture a diverse student population so that each student, as a whole person, may achieve full potential to excel intellectually, to live spiritually, to lead responsibly, to act justly, and to serve selflessly.

The Media Specialist/Librarian selects media resources, serves patrons and collaborates with the professional staff to support the mission of the Academy of Holy Angels.

17. The Media Specialist/Librarian position was not expected at any time to lead students in prayer, nor to evangelize the Catholic faith. The job posting for the library/media specialist role was based entirely on secular criteria.

18. According to the job description, “[t]he Library/Media Specialist administers the library department and promotes library literacy. Library literacy encompasses all the skills needed to locate, retrieve, evaluate, and use information.” The job qualifications are listed as “MN Licensure preferred, Experience preferred, Knowledge of current technology.”

19. According to the AHA website, “[t]he Academy of the Holy Angels is an equal opportunity employer committed to creating a diverse environment for our students and employees.”

20. Plaintiff is of the Jewish faith. Her job application identified her membership in the “Association of Jewish Libraries” and as editor for the association’s “Jewish Library Handbook.” Plaintiff and AHA administrators spoke about her Jewish faith throughout the course of the school year.

21. Plaintiff is not qualified or authorized to perform the ceremonies of the Catholic Church and AHA never asked her to do so.

22. As a Media Specialist/Librarian, Plaintiff did not attend to the needs of the faithful; she did not lead prayer or devotional activities, she did not educate or guide others in faith matters; and her job required no religious training.

23. In her role as Media Specialist/Librarian, Plaintiff performed tasks such as updating the school’s library management system and reorganizing the library books.

The Relationship Between Defendants AHA and the Archdiocese of St. Paul and Minneapolis

24. ASPM operates a website that can be found online at <https://www.archspm.org/>. On that website there is a link titled “Catholic Education (Catholic Schools / Parish Catechesis).” Under that subheading is a specific link to “Catholic

Schools” that leads to another website operated by Defendant ASPM that can be found online at <https://spmccatholicsschools.org>.

25. Visitors to the “Catholic Schools” website are greeted with the following message: “The 91 Catholic schools of the Archdiocese of Saint Paul and Minneapolis provide an excellent education to more than 31,000 students, preschool to 12th grade. Welcome!”

26. On this page of the website, there is a link titled “find a school” that goes to a page which lists all 91 Catholic schools of the ASPM. The list includes Defendant AHA in Richfield as one of those schools.

27. Defendant AHA provided Plaintiff with an Employee Handbook for 2021-22 which indicated that the benefits offered to employees of Defendant AHA are provided by Defendant ASPM.

28. The “Bylaws of Academy of Holy Angels,” state that the AHA Board’s actions are to be at all times “informed by and conducted in accordance with the tenets of the Roman Catholic Church as determined by the Archbishop of the Archdiocese of St. Paul and Minneapolis.”

Termination of Plaintiff’s Employment at Academy of Holy Angels

29. In March 2022, all AHA staff were asked to submit an intention to renew their contract for the 2022–2023 school year by April 22, 2022. If they did not, they would be assumed to have resigned.

30. Shortly after being asked to submit an intention to renew her contract, Plaintiff met with AHA’s Principal, Heidi Foley, to discuss her intent to return.

31. Plaintiff told Foley that she wanted to come back, but she first wanted to confirm there was interest in having her return. Foley laughed and assured Plaintiff that she was “of course” wanted back and was doing an excellent job in the position.

32. Foley’s demeanor changed, however, when Plaintiff revealed she had come out as transgender and was starting the process of transitioning to live as her female self. Foley said the Archdiocese would not support Plaintiff’s transition, and it would not be possible for Plaintiff to continue working at the school if she was determined to transition.

33. About a week later, Plaintiff again met with Foley. Plaintiff was presented with a copy of the “Guiding Principles for Catholic Schools and Religious Education Concerning Human Sexuality and Sexual Identity” (the Guiding Principles), which represents the Archdiocese’s position on sexual and gender identity.

34. Foley asked if Plaintiff could adhere to the document’s requirements. In relevant part, the Guiding Principles state that the Catholic Church’s foundational beliefs include that “[a] person’s embrace of his or her God-given sexual identity is an essential part of living a fulfilled relationship with God, with oneself, and with each other” and “[t]he harmonious integration of a person’s sexual identity with his or her sex is an expression of the inner unity and reality of the human person made body and soul in the image and likeness of God.” The document goes on to instruct schools who teach in the name of the Catholic Church to discriminate against transgender and gender-nonconforming students by, for example, refusing to recognize their pronouns and preferred name if they are inconsistent with a student’s sex assigned at birth, and refusing to allow LGBTQ+ students to express their sexual identity.

35. Defendant AHA's employee handbook does not explicitly contain or mention the Guiding Principles. Defendant AHA had never previously shown Plaintiff the Guiding Principles document or anything like it.

36. After reviewing the Guiding Principles, Plaintiff said the document was vague, but she did not believe she could abide by the directives. It was clear to Plaintiff that what she was being told was that she would not be allowed to work at AHA given that she is transgender.

37. Foley told Plaintiff that the Guiding Principles document was the only reason she was not being offered a renewed contract with Defendant AHA.

38. At the conclusion of the meeting, Foley told Plaintiff that she should not tell anyone about their conversations and instead say she was "pursuing other options," as the school wanted to control the messaging on this.

39. Foley asked Plaintiff to submit a formal letter of resignation by the end of the school year for staff, June 7, 2022. Plaintiff did not submit a formal letter of resignation.

40. On April 22, 2022, the final day to submit an employee's intent to return, Plaintiff contacted the human resources ("HR") department for Defendant AHA. The HR representative was not aware of Plaintiff's previous conversations with Foley.

41. Plaintiff told the HR representative that she wanted it on record that she wanted to return for the following school year, that she would sign a contract if allowed, and that the Guiding Principles document was the only reason she cannot return.

42. A few weeks later, Plaintiff had a meeting with Foley and an HR representative named Becky. Everyone in the meeting agreed that the conversations between Foley and Plaintiff were accurate as Plaintiff recounted them.

43. In June 2022, Plaintiff sent a letter to the school's administration recounting these events in writing. She did not receive a written reply to her letter.

44. That same month, Defendant AHA posted a job opening for the library/media specialist position. As with the previous posting for the position, the posting did not list any ministerial duties and did not require any religious training or education.

45. Plaintiff applied on June 21, 2022, using the same application that had been used the year prior with updated information to include the experience she gained during her year of employment at AHA.

46. Plaintiff did not get a response to the updated application until August 1, 2022, when an HR representative sent her a letter thanking her for the application but indicating the position had been filled.

47. Plaintiff's official employment termination date and last paycheck date was August 15, 2022.

48. Plaintiff filed charges of discrimination with the Minnesota Department of Human Rights against the Defendants on April 6, 2023.

49. Both ASPM and AHA entered replies at the MDHR claiming, in sum and substance, that ASPM does not operate, supervise or control AHA.

50. On August 5, 2024, Plaintiff gave the commissioner notice of her intent to bring a civil action. She commenced this action within 90 days of giving notice.

COUNT I
Sexual Orientation Discrimination
Minnesota Human Rights Act

51. Plaintiff realleges the above allegations of this Complaint and alleges as follows:

52. Minnesota Stat. § 363A.08 subd. 2 provides that “it is an unfair employment practice for an employer, because of...sexual orientation...to: (1) refuse to hire...a person seeking employment; (2) discharge an employee; or (3) discriminate against a person with respect to hiring, tenure, compensation, terms...or privileges of employment.”

53. At the time of AHA and ASPM’s discriminatory treatment of Plaintiff, the MHRA defined “sexual orientation” to include gender identity, gender expression and transgender status. Minn. Stat. § 363A.03 subd. 44 (1993).¹

54. Defendants AHA and ASPM engaged in unlawful discrimination by refusing to allow Plaintiff to renew her contract for the media specialist/librarian position and refusing to consider her for the role when she applied because of her sexual orientation, which as defined, includes her identity as a transgender woman who has a self-image or identity not traditionally associated with being assigned male at birth.

55. As a result of Defendants’ illegal conduct, Plaintiff has suffered, and continues to suffer, emotional distress, mental anguish, humiliation, embarrassment, pain and suffering, loss of reputations, loss of enjoyment of life, lost wages and benefits, and has incurred attorneys’ fees, costs and expenses, and suffered other serious damages.

¹ The legislature subsequently amended the MHRA to move claims based on gender identity, gender expression and transgender status out of the “sexual orientation” category and into a separate “gender identity” category. Minn. Stat. § 363A.03 subd. 50 (2023).

COUNT II
Sex Discrimination
Minnesota Human Rights Act

56. Plaintiff realleges the above allegations of this Complaint and alleges as follows:

57. Minnesota Statutes § 363A.08 subd. 2 provides that “it is an unfair employment practice for an employer, because of...sex...to: (1) refuse to hire...a person seeking employment; (2) discharge an employee; or (3) discriminate against a person with respect to hiring, tenure, compensation, terms...or privileges of employment.”

58. Defendants AHA and ASPM engaged in unlawful discrimination by refusing to allow Plaintiff to renew her contract for the media specialist/librarian position and refusing to consider her for the role when she applied because of her sex.

59. As a result of Defendants’ illegal conduct, Plaintiff has suffered, and continues to suffer, emotional distress, mental anguish, humiliation, embarrassment, pain and suffering, loss of reputations, loss of enjoyment of life, lost wages and benefits, and has incurred attorneys’ fees, costs and expenses, and suffered other serious damages.

COUNT III
Aiding and Abetting Discrimination
Minnesota Human Rights Act

60. Plaintiff realleges the above allegations of this Complaint and alleges as follows:

61. It is an unfair discriminatory practice to intentionally aid, abet, incite, compel, or coerce another to engage in any practice that constitutes discrimination under the Minnesota Human Rights Act. Minn. Stat. § 363A.14.

62. Defendant ASPM intentionally aided and abetted AHA’s employment discrimination against Plaintiff.

63. As a result of Defendant ASPM's illegal conduct, Plaintiff has suffered, and continues to suffer, emotional distress, mental anguish, humiliation, embarrassment, pain and suffering, loss of reputation, loss of enjoyment of life, lost wages and benefits, and has incurred attorneys' fees, costs and expenses, and suffered other serious damages.

COUNT IV
Negligence

64. Plaintiff realleges the above allegations of this Complaint and alleges as follows:

65. To recover on a negligence claim, a plaintiff must prove "(1) the existence of a duty of care, (2) a breach of that duty, (3) an injury, and (4) the breach of that duty being the proximate cause of the injury." *Fenrich v. The Blake School*, 920 N.W.2d 195, 201 (Minn. 2018) (quoting *Louis v. Louis*, 636 N.W.2d 314, 318 (Minn. 2001)).

66. A defendant owes a duty of care for harm caused by a third party when "the defendant's own conduct creates a foreseeable risk of injury to a foreseeable plaintiff." *Abel v. Abbott Northwestern Hospital*, 947 N.W.2d 58, 77 (Minn. 2020) (citing *Domagala v. Rolland*, 805 N.W.2d 14, 23 (Minn. 2011)).

67. ASPM's actions in adopting the Guiding Principles and instructing schools to abide by it created a foreseeable risk of unlawful discrimination against AHA's employees and students.

68. AHA unlawfully discriminated against and injured Plaintiff when it terminated her employment.

69. ASPM's actions in adopting the Guiding Principles were a proximate cause of Plaintiff's injuries.

70. As a result of Defendant ASPM's illegal conduct, Plaintiff has suffered, and continues to suffer, emotional distress, mental anguish, humiliation, embarrassment, pain and suffering, loss of reputation, loss of enjoyment of life, lost wages and benefits, and has incurred attorneys' fees, costs and expenses, and suffered other serious damages.

DEMAND FOR JURY TRIAL

71. Plaintiff demands a jury trial in this action.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff requests the following relief:

1. That the practices of Defendants complained of herein be adjudged, decreed, and declared to be in violation of the rights secured to Plaintiff by the Minnesota Human Rights Act, Minn. Stat. § 363A.01 *et. seq.*

2. That a permanent injunction be issued prohibiting Defendants from engaging in the practices complained of herein.

3. That the Court order Defendants to pay a civil penalty to the State of Minnesota pursuant to Minn. Stat. § 363A.29.

4. That Plaintiff be awarded compensatory damages in an amount greater than \$50,000.

5. That Plaintiff be awarded treble damages pursuant to Minn. Stat. §§ 363A.33 and 363A.29.

6. That Plaintiff be awarded punitive damages pursuant to Minn. Stat. § 363A.29 in an amount to be determined at trial.

7. That the Court issue an order enjoining Defendants and their officers, agents, and employees from subjecting Plaintiff to differential treatment and from any retaliation against Plaintiff for prior actions, or for bringing this action.

8. That the Court retain jurisdiction until the Court is satisfied that the Defendants have remedied the practices complained of herein and are determined to be in full compliance with the law.

9. That the Court award Plaintiff her reasonable attorneys' fees, costs, and disbursements pursuant to state law.

10. That Plaintiff be awarded pre- and post-judgment interest on any monetary damages awarded, pursuant to Minn. Stat. § 549.09

That the Court grant such and further relief as it deems fair and equitable

Dated: August 5, 2024

GENDER JUSTICE

/s/ Jess Braverman

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ATTORNEYS FOR PLAINTIFF

ACKNOWLEDGMENT

The undersigned acknowledges that pursuant to Minn. Stat. § 549.211, subd. 2, that costs, disbursements, and reasonable attorney and witness fees may be awarded to the opposing party or parties in this litigation if the Court should find that the undersigned acted in bad faith, asserted a claim or defense that is frivolous and that is costly to the other party, asserted an unfounded position solely to delay the ordinary course of the proceedings or to harass, or committed a fraud upon the Court.

Dated: August 5, 2024

/s/ Jess Braverman