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4 UNITED STATES DISTRICT COURT
5 WESTERN DISTRICT OF WASHINGTON
6 AT TACOMA

7
8 JOSEPH A. KENNEDY,

9 *Plaintiff,*

10 v.

11 BREMERTON SCHOOL DISTRICT,

12 *Defendant.*

CASE NO. 3:16-CV-05694-RSL

**ORDER GRANTING PLAINTIFF
DECLARATORY AND INJUNCTIVE
RELIEF**

13 On June 27, 2022, the Supreme Court of the United States held that Plaintiff Joseph
14 Kennedy is entitled to Summary Judgment on his First Amendment claims. *Kennedy v.*
15 *Bremerton Sch. Dist.*, 142 S. Ct. 2407, 2433 (2022). Accordingly, Kennedy's motion for
16 summary judgment is **GRANTED** as to his Free Speech and Free Exercise claims and the
17 Court **ORDERS** that Kennedy is awarded the following relief:

18 Consistent with the June 27, 2022 opinion and July 29, 2022 judgment of the United
19 States Supreme Court in this matter, ECF Nos. 103, 104, the Court hereby **DECLARES**:

- 20
- 21 1. Defendant Bremerton School District's decision to take adverse employment
22 action against Kennedy because he knelt at midfield to engage in a brief,
23 quiet, personal religious ritual during a period in which the coaching staff
24 were free to attend to personal matters following the football games on

1 October 16, 23, and 26 of 2015 (“the October 2015 football games”) violated
2 Kennedy’s right to free exercise of religion as protected by the First
3 Amendment. *See Kennedy v. Bremerton Sch. Dist.*, 142 S. Ct. 2407, 2421-
4 23, 2425-33 (2022).

5 2. Bremerton School District’s decision to take adverse employment action
6 against Kennedy because he knelt at midfield to engage in a brief, quiet,
7 personal religious ritual during a period in which the coaching staff were free
8 to attend to personal matters following the October 2015 football games
9 violated Kennedy’s freedom of speech as protected by the First Amendment.
10 *See id.* at 2423-33.

11 3. By allowing Kennedy’s practice of kneeling at midfield to engage in a brief,
12 quiet, personal religious ritual during a period in which the coaching staff are
13 free to attend to personal matters, Bremerton School District does not violate
14 the Establishment Clause. *See id.* at 2426-32.

15 The Bremerton School District is **ENJOINED** as follows:

16 1. Kennedy is to be reinstated to his previous position as assistant coach of the
17 Bremerton High School football team on or before March 15, 2023. The
18 District may require Kennedy to complete all necessary hiring forms and
19 certifications before allowing him to supervise players.
20 2. Bremerton School District shall not interfere with or prohibit Kennedy from
21 kneeling at midfield to engage in a brief, quiet, personal religious ritual

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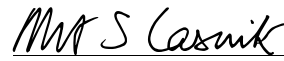
1 during the period after a football game in which the coaching staff are free to
2 attend to personal matters.

3 3. Bremerton School District must construe all District policies and procedures
4 to permit the activity described above.

5 4. Bremerton School District cannot retaliate against or take any future adverse
6 employment action against Kennedy for conduct that complies with the terms
7 of this order.
8

9 In addition, the Court **ORDERS** that pursuant to 42 U.S.C. § 1988(b), and as the
10 prevailing party, Kennedy is entitled to reasonable attorneys' fees and costs. Kennedy shall
11 submit a fee application within 60 days of this Order.
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13 Dated this 10th day of November, 2022.

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15 Robert S. Lasnik
16 United States District Judge
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