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12 **Applications for Admission Pro Hac Vice Pending*

13 Attorneys for Plaintiffs

14 **UNITED STATES DISTRICT COURT**
15 **DISTRICT OF ARIZONA**

16 **ASU Students For Life**, an unincorporated)
17 **Association; Katherine Brind'Amour; Sara**)
18 **Combellick; Jeffrey Malkoon; and**)
19 **Christopher White,**)

Case No. :

20 Plaintiffs,)

VERIFIED COMPLAINT

21 vs.)

22 **Michael M. Crow**, in his individual)
capacity, and in his official capacity as)
President of Arizona State University;)
Sally Ramage, in her individual capacity,)
and in her official capacity as Interim)

1 Vice President of Student Affairs for)
Arizona State University; **Judy**)
2 **Schroeder**, in her individual capacity, and)
in her official capacity as Senior Program)
3 Manager for the Memorial Union at)
Arizona State University,)
4)
Defendants.)
5)

6 Come now the Plaintiffs, ASU Students for Life, Katherine Brind'Amour, Sara
7 Combellick, Jeffrey Malkoon and Christopher White (collectively "ASUSL"), by and
8 through their attorneys, and for their Verified Complaint state as follows:

9 **I. NATURE OF ACTION**

10 1. Arizona State University ("ASU"), a public institution, required ASUSL to
11 purchase liability insurance before it was allowed to present pro-life messages on
12 campus, though there is no evidence this requirement was ever imposed on any other
13 student expression. This prior restraint on protected speech is applied by the Defendants
14 in ad hoc, discriminatory manner, and gives unfettered discretion to administrators to
15 censor protected speech. Defendants enforce a system in which ASUSL's ability to
16 engage in protected speech is contingent upon the financial status of the student
17 organization. Plaintiffs bring this 42 U.S.C. § 1983 action to redress the violation of
18 their constitutional rights and to safeguard their right to engage in protected speech on
19 ASU's campus in the future, after repeated informal efforts to resolve the matter failed.
20 In this suit, the Plaintiffs seek declaratory and injunctive relief to prevent Defendants
21 from further violating their rights. This Verified Complaint also seeks nominal and
22 compensatory damages.

1 **II. JURISDICTION**

2 2. This action raises federal questions under the United States Constitution,
3 particularly the First and Fourteenth Amendments, and under federal law, particularly 28
4 U.S.C. §§ 2201 & 2202, and 42 U.S.C. §§ 1983 & 1988.

5 3. This Court has original jurisdiction over the federal claims by operation of
6 28 U.S.C. §§ 1331 and 1343.

7 4. This Court has authority to grant the requested injunctive relief under 28
8 U.S.C. § 1343(3); the requested damages under 28 U.S.C. § 1343(3); and attorneys' fees
9 under 42 U.S.C. § 1988(b).

10 **III. VENUE**

11 5. Venue is proper in the United States District Court for the District of
12 Arizona under 28 U.S.C. § 1391(b), because the events giving rise to the claim occurred
13 within the District and because all parties are residents of the District.

14 **IV. IDENTIFICATION OF THE PARTIES**

15 ***A. Plaintiffs***

16 6. Plaintiff ASUSL is an unincorporated association and a recognized student
17 organization at ASU.

18 7. Plaintiff ASUSL's purpose is to "educate the student body about pro-life
19 issues, from conception until natural death, with emphasis on beginning of life issues."
20 (*See* Ex. A, ASUSL Constitution, at 1).

21 8. The group conveys its message by, *inter alia*, "hosting speakers, exhibits
22 and activities, serving pregnant women, and distributing literature." *Id.*

1 29. In order to reserve a zone, student organizations must complete an
2 “Outdoor Event and Sales Area Request Form.” (Ex. D, Outdoor Event and Sales Area
3 Request form).

4 30. Plaintiff Christopher White has filled out such forms on several occasions
5 and is familiar with their content.

6 31. The “Outdoor Event and Sales Request” form does not set forth any
7 requirement pertaining to indemnifying ASU or providing insurance for the applicant’s
8 proposed event. (Ex. D).

9 32. In November 2005, ASUSL decided to peacefully express a pro-life
10 viewpoint on campus by displaying images and text expressing various aspects of pro-
11 life views on abortion.

12 33. ASUSL arranged to use an exhibit designed for public display which
13 expressed ASUSL’s desired message.

14 34. The exhibit ASUSL arranged to use is owned by Justice For All (JFA), a
15 non-profit organization.

16 35. The exhibit is an integrated group of panels, each of which communicate a
17 different part of the overall message. The display is visually compelling, engineered
18 with safety concerns in mind, and integrates pictures and text to convey a complex pro-
19 life message.

20 36. JFA shares its unique exhibit with student groups wishing express a
21 proven, effective pro-life message.

22

1 37. ASUSL, its members, and other volunteers participated in training before
2 the exhibit was scheduled to occur.

3 38. The training included information about the exhibit and the pro-life
4 viewpoint presented as well as information on how to deal with those who oppose their
5 viewpoint in a civil manner.

6 39. On December 1, 2005, Christopher submitted the requisite “Outdoor Event
7 and Sales Request Form” and accompanying documentation to Defendant Judy
8 Schroeder to reserve space on campus for ASUSL’s planned event. (Ex. E, ASUSL’s
9 Outdoor Event and Sales Request form).

10 40. Defendant Schroeder informed Christopher that ASUSL would not be able
11 to reserve all of the zones ASUSL requested, and that they would be limited to one zone
12 per day.

13 41. In December 2005, ASU had no written policies regarding limiting
14 organizations to a single zone per event.

15 42. Christopher told Defendant Schroeder he had never heard of this policy
16 before and asked her to show it to him.

17 43. Defendant Schroeder indicated on the “Outdoor Event and Sales Request
18 Form” under the heading “Zone Map” where it stated, “Zones 3, 6 and 30 are only
19 available once per month per student organization and a list of activities must be
20 submitted before space will be confirmed.” (Ex. D).

21

22

1 44. Christopher asked Defendant Schroeder to explain why that statement
2 meant ASUSL was only permitted to reserve one zone total, including non-amplified
3 zones.

4 45. Defendant Schroeder responded, “that’s just the way it is.”

5 46. Christopher asked Defendant Schroeder to put this policy in writing for
6 him, and she agreed.

7 47. The next day, on December 2, 2005, Christopher received an e-mail from
8 Defendant Schroeder explaining the policy she articulated to him the day before.

9 48. In the e-mail, Defendant Schroeder states that “[a]s a matter of practice we
10 allow registered student orgs [sic] and campus departments one space per day and the
11 amplified zones once per month per student org [sic].” (Ex. F, Email from Judy
12 Schroeder to Christopher White, Dec. 2, 2005).

13 49. Throughout the 2005-2006 academic year, student organizations have been
14 permitted to reserve more than one zone for their planned expression or activity. (*See Ex.*
15 *G, Examples of Reservation Forms for Student Organizations Involving More than One*
16 *Zone.*)

17 50. If ASUSL were limited to a single zone, crucial parts of the message would
18 have to be excluded because there would not be enough room for the exhibit.

19 51. Because the “one zone” policy threatened to completely bar ASUSL’s
20 expressive activity, ASUSL’s counsel wrote to Paul J. Ward, ASU General Counsel, on
21 December 19, 2005, asking that, *inter alia*, that Defendants give ASUSL the necessary
22

1 space to conduct their exhibit. (Ex. H, Letter from David J. Hacker to Paul J. Ward, Dec.
2 19, 2005).

3 52. Later on December 19, 2005, Christopher received another e-mail from
4 Defendant Schroeder, stating that the “company that provides the display will need to
5 submit a certificate of insurance and pay a \$300 fee for the ability to come on campus.
6 This is a new policy effective 1/2/06 and can be found at
7 <http://www.asu.edu/clubs/sorc/mall.htm> under vendor checklist and insurance
8 indemnification.” (Ex. I, E-Mail from Judy Schroeder to Christopher White, Dec. 19,
9 2005, at 132; *see also id.* at 133-38).

10 53. When Christopher reserved zones for events held by ASUSL in the past,
11 including events involving off-campus speakers, he had never been referred to
12 requirements for vendors.

13 54. When Christopher reserved zones for events held by ASUSL in the past,
14 including events involving off-campus speakers, he had never been made aware of any
15 requirement for insurance.

16 55. On December 20, 2005, ASUSL sent another letter through counsel to
17 ASU. The letter clarified that JFA was a nonprofit entity engaged solely in First
18 Amendment activities, and was not a “vendor, salesperson or solicitor” under the express
19 terms of the cited policy, nor was the policy was inapplicable to the free speech activities
20 of a student club. (Ex. J, Letter from David J. Hacker to Paul J. Ward, Dec. 20, 2005).

21 56. Through counsel, Defendants then granted ASUSL permission to use zones
22 1, 2, 3, 6, 6A, 7, 8, 13, 14, 15, 16, 18, 19 and 20 subject to a \$50 reservation fee, proof of

1 insurance, and signing a document indemnifying the University. (*See* Ex. K, Letter from
2 Nancy E. Tribbensee to David J. Hacker, Dec. 30, 2005).

3 57. A policy requiring a \$50 charge for reservations is not evident in any of the
4 Student Organization Resource Center materials, nor is it referenced on the
5 “Outdoor Event and Sales Request” form.

6 58. ASUSL has reserved areas on campus previously for expressive purposes
7 and has not been required to pay a \$50 reservation fee.

8 59. Defendants further stated that ASUSL needed to provide a certificate of
9 insurance and sign certain indemnification materials. (Ex. K at 141-42).

10 60. The indemnification and insurance materials enclosed apply on their face
11 to “contractor/vendors” and “subcontractors.” (Ex. K at 146-50).

12 61. The parties subsequently exchanged further correspondence, and
13 Defendants “waived” the \$50 reservation fee and said nothing about signing
14 indemnification materials, but insisted on the insurance requirement. (Ex. L, Letter from
15 Heather Gebelin Hacker to Nancy E. Tribbensee, Jan. 16, 2006; Ex. M, Letter from
16 Nancy E. Tribbensee to Heather Gebelin Hacker, Jan. 24, 2006).

17 62. Defendants’ counsel advised ASUSL that “ASU participates in a program
18 designed to provide access to low cost general liability insurance for student groups who
19 (sic) use university facilities.” The program she refers to is the “Tenants and Users
20 Liability Insurance Policy” or “TULIP”. (Ex. M at 153-54).

21

22

1 63. Documentation provided by Defendants to justify the insurance
2 requirement referred only to vendors, contractors, or lessees, and not to student
3 organizations.

4 64. Despite repeated requests through counsel for Defendants to clarify the
5 insurance requirement and provide evidence it was being uniformly applied, Defendants
6 failed to provide either clarification or evidence of uniform application to officially
7 recognized student groups. (*See* Ex. M; Ex. N, Letter from Heather Gebelin Hacker to
8 Nancy Tribbensee, Jan. 26, 2006; Ex. O, Letter from Nancy Tribbensee to Heather
9 Gebelin Hacker, Feb. 2, 2006; Ex. P, Letter from Heather Gebelin Hacker to Nancy
10 Tribbensee, Feb. 7, 2006; Ex. Q, Letter from Heather Gebelin Hacker to Nancy
11 Tribbensee, Feb. 15, 2006).

12 65. Defendants responded through counsel in a letter dated February 15, 2006,
13 which in pertinent part states:

14 In response to your February 7, 2006 letter, there are no records or
15 formal written policies that would apply to this situation. In non-vendor
16 situations decisions are made on a case-by-case basis. I can assure you,
17 however, that the default is that any event on campus conducted by a non-
18 university agent must be adequately insured. It has nothing to do with
content or student group sponsorship. The only time an exception is made
is when: 1) there is little or no chance of injury to anyone or any thing,
including the event participants or their own property; and 2) the persons
or person conducting the event would have no reason to think they would
need insurance....

19 Unfortunately, if ASUSL and/or Justice for Life [sic] are unable or
20 unwilling to purchase the insurance...I will have to advise the Memorial
Union to cancel the reservations.

21 (Ex. R, Letter from Matthew G. Walton to Heather Gebelin Hacker, Feb. 15, 2006, at
22 168).

1 66. Christopher attempted to obtain a quote for TULIP insurance after being
2 made aware of the program.

3 67. The first quote he received for the event was over \$1,200.

4 68. Christopher reentered the information and received another quote, this time
5 for \$371, but he discovered that he accidentally entered the event length as 5 days
6 instead of only 4, as was planned.

7 69. Christopher contacted Kimberly Novak of ASU's Student Affairs Risk
8 Management Office about the discrepancy in quotes.

9 70. She advised him to state that the event was five days long instead of four to
10 obtain the cheaper rate.

11 71. However, ASUSL still could not afford to pay for the TULIP insurance.

12 72. Because ASUSL could not afford to purchase the TULIP insurance, and
13 because they had no other choice if they wanted their event to proceed as planned,
14 Christopher arranged for ASUSL to obtain a rider on the insurance policy of Arizona
15 Right to Life, an Arizona non-profit corporation, for \$103.25. (*See* Ex. S, Invoice for
16 Insurance Rider).

17 73. Christopher provided proof of this to Defendants, making clear it was
18 being submitted under protest, so that their event could proceed. (*See* Ex. T, Letter from
19 Heather Gebelin Hacker to Judy Schroeder, Feb. 17, 2006; Ex. U, Letter from
20 Christopher White to Judy Schroeder, Feb. 17, 2006).

21 74. Defendant Schroeder and ASU's counsel indicated this satisfied their
22 requirement for insurance and the event was permitted to proceed.

1 82. The Defendants' Student Organization Resource Center website contains a
2 page entitled "University Facility Use". (See Ex. W, printout of University Facility Use
3 webpage).

4 83. Upon information and belief, the content of this page was changed on or
5 after February 20, 2006 to add:

6 If your request to use a facility on campus is for a community event, as
7 opposed to an organization meeting or activity, the University requires
8 proof of insurance and an indemnity. Any registered student organization
9 that assumes responsibility as a sponsoring organization of an event or
activity may be responsible for costs incurred as a result of an event,
including but not limited to guarantees, insurance, security, damages,
facility fee (if any), and staging arrangements.

10 (Ex. W at 192).

11 84. There are no objective standards stated in any official policy of the
12 university to regulate the discretion implicit in the policy stated in the preceding
13 paragraph.

14 85. On March 27, 2006, Plaintiffs Katherine Brind'Amour and Christopher
15 White, along with Andrew Danielson, another officer of ASUSL, went to the Memorial
16 Union Office of Event and Meetings Services submitted to reserve space for their April
17 17-21, 2006 event.

18 86. In the past, ASUSL and other student groups have regularly been permitted
19 to verbally reserve space on campus.

20 87. Defendant Schroeder told the students that they would be required to fill
21 out the "Outdoor Event and Sales Request Form."
22

1 88. Defendant Schroeder also told the students that they would only be
2 permitted to reserve one zone per day.

3 89. ASUSL reserved one zone per day for the week of April 17-20.

4 90. Defendant Schroeder told the students that ASUSL had to secure insurance
5 to indemnify ASU for each outside organization that would be present on campus, even
6 if they were just sitting at a table distributing literature.

7 91. Defendant Schroeder also put a special note on ASUSL's reservation
8 confirmation form stating that insurance was required for all third parties. (See Ex. X,
9 Dignity of Life Week Reservation Form, at 196).

10 92. Upon information and belief, this note does not appear on any other
11 student groups' reservation forms.

12 93. Upon information and belief, numerous outside organizations and their
13 representatives have distributed materials on campus in cooperation with a student
14 organization in similar settings without being obligated to provide proof of insurance.

15 94. For example, ASUSL hosted Life Matters, another pro-life organization,
16 for an activity which also included a physical display on January 23, 2006, and were not
17 required to provide proof of insurance. (Ex. V).

18 95. Christopher White, in an effort to comply with ASU's insurance
19 requirement so that their planned events for the week of April 17-21, 2006 could
20 proceed, attempted to obtain TULIP insurance for the event.

21 96. On April 17, 2006, Christopher inquired at the Student Risk Management
22 Office to see if he could obtain an exception to the insurance policy for their planned

1 event with Silent No More that day. A worker there referred him to Brian Goehner at the
2 Sun Devil Involvement Center.

3 97. Christopher asked Mr. Goehner if it would be possible to obtain a waiver
4 of the insurance requirement. Mr. Goehner stated that they used to be able to issue
5 waivers, but no longer did so since now all outside organizations were required to have
6 insurance.

7 98. Christopher received a quote for the TULIP insurance for \$935.80.

8 99. ASUSL could not afford to pay for the TULIP insurance.

9 100. Later that day, Christopher called ASU Insurance Services to inquire about
10 getting a waiver or a reduced rate or requirement. That office referred him back to
11 Student Risk Management. They also stated that he could contact the Office of General
12 Counsel.

13 101. Christopher called the Office of General Counsel and spoke with
14 Defendants' counsel, Matthew Walton. Mr. Walton told Christopher that the TULIP
15 quote seemed high for the type of event they were hosting, and that Christopher should
16 speak with the Student Risk Management Office about obtaining a lower rate.

17 102. Subsequently on April 17, 2006, Christopher spoke with Defendant
18 Schroeder, who told him that ASUSL would not be required to provide proof of
19 insurance for any aspect of their event with Silent No More because Silent No More was
20 not a "formal organization," meaning that they "did not occupy a physical building."

21 103. Upon information and belief, Defendants have no written policy setting
22 forth the policy in the preceding paragraph.

1 104. Defendant Schroeder also told Christopher at this time that if the off-
2 campus individual was a volunteer and not a paid employee of the organization they
3 were representing, ASUSL would not have to provide proof of insurance in that
4 situation.

5 105. Upon information and belief, Defendants have no written policy setting
6 forth the policy in the preceding paragraph.

7 106. On April 18, 2006, Christopher took the certificate of insurance held by 1st
8 Way Maricopa, an Arizona non-profit corporation and that day's guest, to Defendant
9 Schroeder to comply with the insurance requirement.

10 107. Defendant Schroeder said that the certificate of insurance did not meet
11 ASU's requirements because they failed to provide a "letter of endorsement" specifically
12 naming ASU.

13 108. However, Defendant Schroeder stated that she would let the event proceed
14 regardless of the absence of a letter of endorsement.

15 109. Despite being warned in correspondence on numerous occasions that their
16 policies and practices were constitutionally problematic, Defendants continue to apply
17 them to the Plaintiffs.

18 110. Because of the continuing application of unconstitutional policies and
19 practices to the Plaintiffs that infringe upon their ability to speak, they have suffered and
20 will continue to suffer irreparable harm at the hands of the Defendants.

21 111. Each and all of the acts herein alleged of the Defendants, their officers,
22 agents, servants, employees, or persons acting at their behest or direction, were done and

1 are continuing to be done under the color of state law, including the statutes, regulations,
2 customs, policies, and usages of the State of Arizona and the policies of Arizona State
3 University.

4 **VI. CAUSES OF ACTION**

5 **COUNT I: VIOLATION OF THE FREE SPEECH CLAUSE OF THE**
6 **FIRST AMENDMENT (42 U.S.C. § 1983)**

7 112. Plaintiffs hereby incorporate and adopt by reference for all purposes each
8 and every allegation in the preceding paragraphs of this Verified Complaint.

9 113. ASU's streets, sidewalks, malls and other publicly accessible outside areas
10 are a public forum for student speech.

11 114. By enforcing a requirement that ASUSL must provide insurance for all off-
12 campus entities or persons with which ASUSL associates for expressive purposes,
13 Defendants have placed a prior restraint on Plaintiffs' speech, violating their right to
14 freedom of speech, assembly and expression under the First Amendment.

15 115. Defendants apply their non-applicable and often unwritten policies in a
16 discriminatory fashion so as to discourage the expression of less favored views or
17 speakers.

18 116. Defendants' discriminatory application of non-applicable and often
19 unwritten policies constitutes discrimination based on content and viewpoint in violation
20 of Plaintiffs' right to freedom of speech and expression under the First Amendment.

21 117. Defendants' practices, customs and/or written policies leave unfettered
22 discretion in the hands of the Defendants to deny disfavored or controversial expression.

1 118. Defendants’ practices, customs and/or written policies have a chilling
2 effect on Plaintiffs’ speech.

3 119. Because of Defendants’ actions, Plaintiffs have suffered, and continue to
4 suffer, irreparable injury which cannot be fully compensated by an award of money
5 damages.

6 120. Plaintiffs have no adequate remedy at law to correct the continuing
7 deprivations of their constitutional right to freedom of speech guaranteed by the First
8 Amendment of the United States Constitution.

9 **COUNT II: VIOLATION OF THE FOURTEENTH AMENDMENT—DUE**
10 **PROCESS CLAUSE (42 U.S.C. § 1983)**

11 121. Plaintiffs hereby incorporate and adopt by reference for all purposes each
12 and every allegation in the preceding paragraphs of this Verified Complaint.

13 122. Defendants’ written policies, practices and customs are impermissibly
14 vague and ambiguous and give unfettered discretion to administrators to suppress and/or
15 discriminate against disfavored speech or expression on ASU’s campus, violating
16 Plaintiffs’ right to due process of law under the Fourteenth Amendment.

17 123. Defendants’ written policies, practices and customs have been applied to
18 Plaintiffs in an ad hoc, discriminatory manner based on the content and viewpoint of
19 their speech, in violation of Plaintiffs’ right of due process of law under the Fourteenth
20 Amendment.

21

22

1 124. Because of Defendants’ actions, Plaintiffs have suffered, and continue to
2 suffer, irreparable injury which cannot be fully compensated by an award of money
3 damages.

4 125. Plaintiffs have no adequate remedy at law to correct the continuing
5 deprivations of their constitutional right to due process guaranteed by the Fourteenth
6 Amendment of the United States Constitution.

7 **COUNT III: VIOLATION OF THE FOURTEENTH AMENDMENT—**
8 **EQUAL PROTECTION (42 U.S.C. § 1983)**

9 126. Plaintiffs hereby incorporate and adopt by reference for all purposes each
10 and every allegation in the preceding paragraphs of this Verified Complaint.

11 127. Defendants’ written policies, practices and customs treat Plaintiffs
12 differently than similarly situated groups and individuals, infringing Plaintiffs’ exercise
13 of their fundamental rights under the First Amendment.

14 128. Because of Defendants’ actions, Plaintiffs have suffered, and continue to
15 suffer, irreparable injury which cannot be fully compensated by an award of money
16 damages.

17 129. Plaintiffs have no adequate remedy at law to correct the continuing
18 deprivations of their constitutional right to equal protection of the law guaranteed by the
19 Fourteenth Amendment of the United States Constitution.

20 **VIII. PRAYER FOR RELIEF**

21 WHEREFORE, Plaintiffs request the following relief:
22

1 A. That this Court preliminarily and permanently enjoin the Defendants, their
2 agents, servants, employees, officials, or any other person acting in concert with them or
3 on their behalf, from enforcing customs, practices and/or policies as they pertain to
4 conduct made the subject of this Verified Complaint, or that in any way discriminate
5 against Plaintiffs on the basis of their viewpoint or the content of their expression;
6 specifically, Defendants' policy of requiring insurance for off-campus individuals or
7 organizations that are a part of ASUSL's protected expression on ASU's campus;

8 B. That this Court issue a declaratory judgment declaring the conduct of
9 Defendants and Defendants' policy of requiring insurance for all off-campus persons and
10 organizations part of a student organization's expressive activities on ASU's campus to
11 be unconstitutional both facially and as applied to Plaintiffs under the First and
12 Fourteenth Amendments;

13 C. Adjudge, decree, and declare the rights and other legal relations with the
14 subject matter here in controversy, in order that such declaration shall have the force and
15 effect of final judgment;

16 D. Grant Plaintiffs an award of nominal damages against the individual
17 defendants in an amount deemed appropriate by this Court;

18 E. Grant Plaintiffs an award of compensatory damages against the individual
19 Defendants for funds spent by Plaintiffs and/or on behalf of Plaintiffs to enable Plaintiffs
20 to conduct their expressive activity on ASU's campus, including, but not limited to,
21 funds spent by Plaintiffs to acquire insurance for the JFA exhibit including a reasonable
22 rate of interest from the date damages were incurred until the conclusion of the case;

1 F. Grant Plaintiffs' reasonable costs and expenses of this action, including
2 attorneys' fees, in accordance with 42 U.S.C. § 1988;

3 G. Grant such other and further relief as this Court deems just and proper;
4 and

5 H. Retain jurisdiction of this matter for the purpose of enforcing this Court's
6 orders.

7

8 Dated this 21st day of July, 2006.

Respectfully submitted,

9

s/ Heather Gebelin Hacker

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Benjamin W. Bull

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Gary S. McCaleb

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David A. French

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Timothy D. Chandler

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Heather Gebelin Hacker

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ALLIANCE DEFENSE FUND

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Attorneys for Plaintiffs

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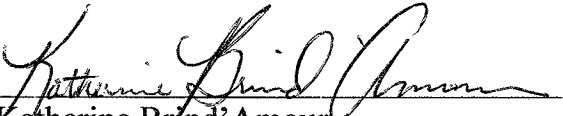
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VERIFICATION OF COMPLAINT

I, Katherine Brind'Amour, a citizen of the United States and resident of the State of Arizona, hereby declare under penalty of perjury pursuant to 28 U.S.C. § 1746 that I have read the foregoing Verified Complaint and the factual allegations therein, and the facts as alleged are true and correct.


Executed this 26 day of June, 2006.


Katherine Brind'Amour

VERIFICATION OF COMPLAINT

I, Sara Combellick, a citizen of the United States and resident of the State of Arizona, hereby declare under penalty of perjury pursuant to 28 U.S.C. § 1746 that I have read the foregoing Verified Complaint and the factual allegations therein, and the facts as alleged are true and correct.

Executed this 16th day of July, 2006.




Sara Combellick

VERIFICATION OF COMPLAINT

I, Jeffrey Malkoon, a citizen of the United States and resident of the State of Arizona, hereby declare under penalty of perjury pursuant to 28 U.S.C. § 1746 that I have read the foregoing Verified Complaint and the factual allegations therein, and the facts as alleged are true and correct .

Executed this 17 day of July, 2006.



Jeffrey Malkoon

VERIFICATION OF COMPLAINT

I, Christopher White, a citizen of the United States and resident of the State of Arizona, hereby declare under penalty of perjury pursuant to 28 U.S.C. § 1746 that I have read the foregoing Verified Complaint and the factual allegations therein, and the facts as alleged are true and correct.

Executed this 18th day of July, 2006.



Christopher White