

**IN THE UNITED STATES DISTRICT COURT FOR
THE NORTHERN DISTRICT OF NEW YORK
BINGHAMTON DIVISION**

**CAMPUS BIBLE FELLOWSHIP AT
SUNY BROOME COMMUNITY
COLLEGE; JACOB SEACHRIST**, in
his official capacity as President of
Campus Bible Fellowship at SUNY
Broome Community College,

Plaintiffs,

v.

**SUNY BROOME COMMUNITY
COLLEGE; THE BOARD OF
TRUSTEES OF SUNY BROOME
COMMUNITY COLLEGE; TONY D.
HAWKINS**, President of SUNY Broome
Community College, in his official and
personal capacities; **CAROL ROSS-
SCOTT**, Vice President for Student
Development and Chief Diversity Officer,
in her official and personal capacities;
SCOTT KANE, Dean of Students, Title
IX, in his official and personal capacities;
NICK KOCIENIEWSKI, Director of
Student Activities, in his official and
personal capacities,

Defendants.

No. 3:26-cv-1678 (MAD/MJK)

**MEMORANDUM IN SUPPORT
OF PLAINTIFFS' EMERGENCY
MOTION FOR PRELIMINARY
INJUNCTION**

TABLE OF CONTENTS

Table of Authorities	iii
Introduction	1
Factual Background	2
Legal standard	6
Argument	6
I. CBF is likely to succeed on its religious autonomy claim.	6
A. SUNY Broome has interfered with CBF’s ability to select its leaders.....	7
B. SUNY Broome has interfered with CBF’s independence in matters of faith, doctrine, and internal governance.	9
II. CBF is likely to succeed on its free-exercise claim.	10
III. CBF is likely to succeed on its associational freedom and assembly claim.	12
A. SUNY Broome has violated CBF’s associational rights.	12
1. CBF is engaged in expressive association.	13
2. SUNY Broome’s denial of official recognition significantly affects CBF’s ability to advocate its viewpoints.	14
B. SUNY Broome has violated CBF’s right of assembly.	16
IV. CBF is likely to succeed on its free-speech claim.	18
A. SUNY Broome excluded CBF from a speech forum based on the viewpoint of CBF’s speech.....	19
B. SUNY Broome’s exclusion of CBF from a speech forum was unreasonable in light of the forum’s purpose.....	20
V. SUNY Broome’s refusal to recognize CBF cannot survive strict scrutiny.....	22
VI. CBF is likely to prevail on the remaining preliminary-injunction factors.	24

Conclusion.....	24
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TABLE OF AUTHORITIES

Cases

<i>Americans for Prosperity Foundation v. Bonta</i> , 594 U.S. 595 (2021)	12, 15, 16
<i>Arizona Alliance for Retired Americans v. Mayes</i> , No. 22-16490, 2026 WL 2277101 (9th Cir. Aug. 7, 2026)	21
<i>Belya v. Kapral</i> , No. 25-1085-CV, 2026 WL 2408741 (2d Cir. Aug. 18, 2026)	7, 9
<i>Boy Scouts of America v. Dale</i> , 530 U.S. 640 (2000)	13, 14
<i>Business Leaders In Christ v. University of Iowa</i> , 991 F.3d 969 (8th Cir. 2021)	19, 21
<i>Capitol Square Review & Advisory Board v. Pinette</i> , 515 U.S. 753 (1995)	18
<i>Carson as next friend of O. C. v. Makin</i> , 596 U.S. 767 (2022)	10, 11, 12, 22
<i>Christian Legal Society Chapter of the University of California, Hastings College of the Law v. Martinez</i> , 561 U.S. 661 (2010)	12
<i>Corp. of Presiding Bishop of Church of Jesus Christ of Latter-day Saints v. Amos</i> , 483 U.S. 327 (1987)	9, 10, 11
<i>Democratic Party v. Wisconsin</i> , 450 U.S. 107 (1981)	15
<i>Espinoza v. Montana Department of Revenue</i> , 591 U.S. 464 (2020)	10, 11, 12

<i>Fellowship of Christian Athletes v. District of Columbia,</i> 743 F. Supp. 3d 73 (D.D.C. 2024)	22
<i>Fellowship of Christian Athletes v. San Jose Unified School District Board of Education,</i> 82 F.4th 664 (9th Cir. 2023)	21
<i>First Choice Women's Resource Centers, Inc. v. Davenport,</i> 608 U.S. 174 (2026)	14, 15
<i>First National Bank of Boston v. Bellotti,</i> 435 U.S. 765 (1978)	23
<i>Fratello v. Archdiocese of New York,</i> 863 F.3d 190 (2d Cir. 2017)	7
<i>Fulton v. City of Philadelphia, Pennsylvania,</i> 593 U.S. 522 (2021)	22
<i>Good News Club v. Milford Central School,</i> 533 U.S. 98 (2001)	19
<i>Green Party of New York State v. New York State Board of Elections,</i> 389 F.3d 411 (2d Cir. 2004)	24
<i>Hague v. Committee for Industrial Organization,</i> 307 U.S. 496 (1939)	18
<i>Healy v. James,</i> 408 U.S. 169 (1972)	11, 12, 13, 14, 15, 24
<i>Hosanna-Tabor Evangelical Lutheran Church & School v. E.E.O.C.,</i> 565 U.S. 171 (2012)	6, 7, 8, 9, 10, 11, 13, 14, 20, 21, 22
<i>Hsu By & Through Hsu v. Roslyn Union Free School District No. 3,</i> 85 F.3d 839 (2d Cir. 1996)	20
<i>Hurley v. Irish-American Gay, Lesbian, & Bisexual Group of Boston,</i> 515 U.S. 557, (1995)	14

<i>Intervarsity Christian Fellowship/USA v. University of Iowa,</i> 5 F.4th 855 (8th Cir. 2021)	22
<i>Kedroff v. St. Nicholas Cathedral of Russian Orthodox Church in North America,</i> 344 U.S. 94 (1952)	9
<i>Kennedy v. Bremerton School District,</i> 597 U.S. 507 (2022)	16
<i>Lamb’s Chapel v. Center Moriches Union Free School District,</i> 508 U.S. 384 (1993)	19
<i>Leavitt v. Truair,</i> 30 Mass. 111 (1832)	17
<i>Lutheran Church-Missouri Synod v. F.C.C.,</i> 141 F.3d 344 (D.C. Cir. 1998)	22
<i>Matal v. Tam,</i> 582 U.S. 218 (2017)	19
<i>McCullen v. Coakley,</i> 573 U.S. 464 (2014)	23
<i>Minnesota Voters Alliance v. Mansky,</i> 585 U.S. 1 (2018)	20
<i>National Institute of Family & Life Advocates v. James,</i> 160 F.4th 360 (2d Cir. 2025)	6, 24
<i>New York Progress & Protection PAC v. Walsh,</i> 733 F.3d 483 (2d Cir. 2013)	24
<i>New York State Club Ass’n v. City of New York,</i> 487 U.S. 1 (1988)	13
<i>New York State Rifle & Pistol Ass’n, Inc. v. Bruen,</i> 597 U.S. 1 (2022)	16, 17, 18

<i>Our Lady of Guadalupe School v. Morrissey-Berru</i> ,	
591 U.S. 732 (2020)	7, 8, 9, 10, 12, 20
<i>Penn v. New York Methodist Hospital</i> ,	
884 F.3d 416 (2d Cir. 2018)	8
<i>People ex rel. Rice v. Board of Trade of Chicago</i> ,	
80 Ill. 134 (1875)	17
<i>Rosenberger v. Rector & Visitors of University of Virginia</i> ,	
515 U.S. 819 (1995)	19, 20
<i>Seattle’s Union Gospel Mission v. Woods</i> ,	
142 S. Ct. 1094 (2022)	10
<i>Serbian Orthodox Diocese for United States of America & Canada. v. Milivojevic</i> ,	
426 U.S. 696 (1976)	9
<i>Slattery v. Hochul</i> ,	
61 F.4th 278 (2d Cir. 2023)	13, 15, 16, 22
<i>State ex rel. Poulson v. Grand Lodge of Missouri I.O.O.F.</i> ,	
8 Mo. App. 148 (1879)	17
<i>Students for Fair Admissions, Inc. v. President & Fellows of Harvard College</i> ,	
600 U.S. 181 (2023)	22
<i>Trinity Lutheran Church of Columbia, Inc. v. Comer</i> ,	
582 U.S. 449 (2017)	10, 11, 12, 22
<i>United States v. Playboy Entertainment Group, Inc.</i> ,	
529 U.S. 803 (2000)	23
<i>United States v. Stevens</i> ,	
559 U.S. 460 (2010)	18
<i>Vidal v. Elster</i> ,	
602 U.S. 286 (2024)	16

Widmar v. Vincent,

454 U.S. 263 (1981) 12, 18, 19, 20

Statutes

U.S. Const. amend. I..... 16

Other Authorities

John D. Inazu, *The Forgotten Freedom of Assembly*, 84 Tul. L. Rev. 565 (2010) 16, 17

Nathan J. Ristuccia, “*Dangerous to the Liberties of A Free People*”: *Secret Societies
and the Right to Assemble*, 4 J. Free Speech L. 139 (2023)..... 17

Webster’s Complete Dictionary of the English Language 83 (1886),
<https://bit.ly/4pSAlbQ> 17

INTRODUCTION

Campus Bible Fellowship (“CBF”) is a Christian campus ministry at SUNY Broome Community College (“SUNY Broome”). The group exists to promote the Christian faith and engage in Christian community. To preserve this mission, its leaders must be Christian. Otherwise, leaders who don’t share the group’s faith could dilute its Christian character and stifle its mission.

Nevertheless, because CBF requires its leaders to be Christian, SUNY Broome refused to officially recognize the group, barring it from receiving numerous benefits available to all other recognized groups, which are essential for a student club’s health and growth. Without recognition, CBF’s ability to advertise and meet on campus has been seriously diminished, and the group is struggling to carry on. CBF could regain recognition, but only if it permits anyone to serve as a student leader, thereby betraying its convictions and diluting its mission.

The Constitution forbids putting CBF to this coercive choice. The First Amendment’s Religion Clauses ensure that religious organizations are free to select their leaders without government interference. The Free Exercise Clause protects the rights of religious groups to access generally available benefits. Implicit in the First Amendment’s free exercise, speech, and assembly guarantees is the right to associate with others in the pursuit of religious ends. And at the core of the First Amendment’s Free Speech Clause is the mandate that the government never discriminate based on a speaker’s viewpoint.

SUNY Broome violated each of these bedrock First Amendment principles by denying CBF official recognition. As a result, CBF is presently suffering irreparable harm, unable to be part of the SUNY Broome campus community on equal footing with other groups. Because an injunction would remedy this irreparable harm and preserve CBF’s constitutional rights, it is in the public interest. CBF is accordingly entitled to a preliminary injunction.

FACTUAL BACKGROUND

I. CBF is a Christian campus ministry at SUNY Broome.

CBF is a Christian campus ministry that has been an active member of the SUNY Broome community since 1996. The student club exists “to promote understanding of the historical Christian faith” and “to make Christianity evident by application of it to personal and true community living.” Ex. A, Seachrist Aff. ¶ 11. To achieve these goals, the group engages in a variety of religious and spiritual activities. Each week, the members meet and study the Bible or other religious literature. *Id.* ¶ 13. They discuss questions of theology, spirituality, and bibliology. *Id.* They share with each other their personal challenges and successes, spiritual and otherwise, and pray for guidance and support. *Id.* ¶ 14. And they share their faith with other students at SUNY Broome. *Id.* ¶ 17. All these activities are an expression of the club’s Christian faith, which is set out in a statement of faith in its constitution. *See* Ex. B, CBF Const. art. X.

Included in that statement of faith is a belief that the club is a “fellowship of Christians in the Church.” *Id.* art. X § 1.8; *see* Ex. F, Mayner Aff. ¶ 6. As such, the Bible compels the group to freely welcome anyone to participate in CBF’s activities, just as Christ invites all into His fellowship of believers. Ex. A ¶¶ 19–21. CBF’s constitution reflects this belief, allowing any SUNY Broome student to participate in all its events and activities. Ex. B at art. III § 1. CBF leaders are also active in inviting students of all faith backgrounds to CBF events. Ex. A ¶ 19.

As a Christian fellowship, however, the club understands that the Bible requires standards for Christian leadership. *Id.* ¶ 34; Ex. F ¶ 6. Most importantly, a leader of a Christian fellowship must profess faith in Jesus Christ. Ex. A ¶ 34. In other words, the Christian leader must be Christian. Not only is this requirement Biblically mandated, but it’s also necessary for CBF to achieve its expressive purposes. The group believes that it must “embrace[] Biblical doctrine,” “worship[]

the true God,” and “obey[] the Lord’s commands.” Ex. B art. 10 § 1.8. It can only do these things if its leaders hold to the Christian faith. Ex. A ¶ 35. Without Christian faith, leaders could alter the group’s Christian message and expression. *Id.* ¶¶ 35–37; Ex. F ¶ 9.

CBF’s constitution accordingly requires its leaders to be Christian. CBF leadership consists of two levels: voting members and officers. Voting members “function as the first level of spiritual leadership for the group,” with a role “similar in scope and responsibility to a board of elders in a church.” Ex. B art. III, § 2. Officers are the “highest level of spiritual leaders for the Organization, responsible for upholding, teaching, and leading all members in the spiritual truths embodied in the Organization’s statement of faith and the Bible.” *Id.* art. IV, § 1. Because these positions require a degree of spiritual leadership, they constitute “club leadership” under SUNY Broome’s Club Handbook. *See* Ex. C, Club Handbook § 2.4 (club leadership consists of “any positions beyond member as defined by the club’s constitution”). CBF currently has five voting members, four of whom are also officers. Ex. A ¶ 30. Only these five leaders may lead CBF’s religious activities, such as “prayer, Bible studies, and worship at club meetings.” *Id.* art. III, § 2.

II. SUNY Broome denies CBF recognition.

SUNY Broome operates a forum of over 50 recognized student clubs.¹ To become a recognized student club, a group of at least five students must submit a club constitution and registration form to the Student Activities Office and present a club proposal at a Student Assembly meeting. Ex. C § 2.5. Upon completion of this process, a group becomes a recognized student club if the Student Assembly votes to recognize it and the Director of Student Activities approves it. *Id.*

¹ SUNY Broome, Fall 2026 Clubs & Organizations, <https://sunnybroome.shmacs.org/clubs> (last visited Sep. 17, 2026).

All recognized student clubs must abide by SUNY Broome's student club policies, including the "Open Access Rule," which states:

Clubs may not discriminate against any student for membership or executive board positions in any way. This includes, but is not limited to, discrimination on the basis of race, color, ethnicity, religion, citizenship status, sex, gender, gender identity, gender expression, sexual orientation, veteran status, physical or mental disability or age. Any student that pays the Student Activity fee must be eligible for membership. Any student that pays the Student Activity Fee and has the minimum GPA outlines in this handbook must be eligible for an executive board position.

Id. § 2.2. All recognized student clubs must also abide by SUNY Broome's "Non-Discrimination Statement," which states, in relevant part:

SUNY Broome Community College does not discriminate on the basis of race, sex, color, creed, religion (including religious attire, clothing or facial hair), age, national origin, disability, marital status, sexual orientation, gender identity, transgender status, pregnancy, predisposing genetic characteristics, domestic violence victim status, military status or status as a disabled veteran or veteran of the Vietnam era in the recruitment of students; the recruitment and employment of faculty and staff; or the operation of any of its programs and activities.²

Once a group becomes a recognized student club, it gains access to several benefits available only in the student club forum. For example, recognized student clubs gain special access to funding; space for meetings and events; access to club fairs to increase organizational exposure and membership; printing resources for club activities and promotion; and means of advertising the organization and its events, including a page dedicated to student clubs on SUNY Broome's website. *See* Ex. C §§ 3.1, 5, 6; SUNY Broome, *supra* n.1.

CBF first became a student club at SUNY Broome during the 1996–97 school year. Ex. F ¶ 3. During the re-registration period for the 2025–26 school year, CBF's advisor, Thomas Jahn, submitted the club's constitution to the Student Activities

² SUNY Broome Policies and Procedures, GA2001 Non-Discrimination Statement, <https://sunybroome.edu/policies-procedures/ga2001-non-discrimination-statement/> (last visited Sep. 17, 2026).

Office for re-registration. *See* Ex. E, 2018 Const. On August 26, 2025, SUNY Broome’s Director of Student Activities, Nick Kocieniewski, sent an email to Mr. Jahn rejecting CBF’s constitution. *See* Ex. G, 2025 Kocieniewski Email. He instructed that “requiring agreement with the Statement of Faith as a condition for voting privileges or eligibility for leadership positions is not permitted under the Club Handbook.” *Id.* He specifically noted that CBF’s Christian leadership requirement conflicted with the Open Access Rule. *Id.* Around that same time, CBF was placed on “inactive” status. Ex. F ¶ 12.

On June 4, 2026, Seachrist emailed Kocieniewski a revised CBF constitution. *See* Ex. D, 2026 Kocieniewski Email. On June 22, 2026, Kocieniewski responded to Seachrist, again rejecting CBF’s constitution for violating SUNY’s Open Access Rule and Non-Discrimination Statement. *Id.* He told Seachrist that “recognized student clubs may not restrict membership or voting privileges based on a student’s religious beliefs or require adherence to a statement of faith as a condition of participation.” *Id.*

III. SUNY Broome’s denial harms CBF.

CBF remains on “inactive” status with the college, meaning SUNY Broome no longer treats CBF as an officially recognized student club. CBF now lacks access to any of the benefits available in the recognized student club forum. Ex. A ¶ 49. This lack of access has seriously limited CBF’s ability to carry out its mission and engage in expressive activities. Ex. A ¶¶ 51–68; Ex. F ¶¶ 11–13.

For example, CBF has been unable to participate in the student club fair or advertise its events on campus. Ex. A ¶¶ 52–55. It is no longer listed on The Swarm, the website where students browse recognized clubs on campus. *Id.* ¶ 54. And it lacks access to printing resources and space to post promotional materials. *Id.* ¶ 56. It’s thus much more difficult for CBF to advertise and recruit new members now. *Id.* ¶ 57. CBF is additionally no longer able to reserve a consistent meeting space. *Id.* ¶

60. Instead, it meets outside in a gazebo. *Id.* ¶ 61. But the weather often forces the group to meet in the cafeteria, which is loud and not conducive to private meetings. *Id.* ¶ 62. Without the ability to advertise or reserve a safe, consistent meeting space, CBF has struggled to continue on as a group. *Id.* ¶ 63; Ex. F ¶¶ 10–12.

Most significantly, SUNY Broome has put CBF to a coercive choice—it can avoid these challenges and regain all the benefits of recognized status, but it must abandon its leadership requirements, which are core to its faith and religious expression. Ex. A ¶¶ 64–68; Ex. F ¶¶ 6–9. CBF should never have been forced into this position. SUNY Broome’s attempted manipulation of CBF violates the First Amendment, and the ministry is accordingly entitled to a preliminary injunction.

LEGAL STANDARD

A plaintiff seeking a preliminary injunction must establish that: (1) “he is likely to succeed on the merits,” (2) “he is likely to suffer irreparable harm in the absence of preliminary relief,” (3) “the balance of the equities tips in his favor,” and (4) “an injunction is in the public interest.” *Nat’l Inst. of Fam. & Life Advoc. v. James*, 160 F.4th 360, 373 (2d Cir. 2025). When, as here, Defendants are the government, the third and fourth factors merge. *Id.* And when plaintiffs have “shown a likelihood of success on their First Amendment claim,” then “they have also established an irreparable injury.” *Id.* at 379.

ARGUMENT

I. CBF is likely to succeed on its religious autonomy claim.

The Free Exercise Clause “protects a religious group’s right to shape its own faith and mission.” *Hosanna-Tabor Evangelical Lutheran Church & Sch. v. E.E.O.C.*, 565 U.S. 171, 188 (2012). And the Establishment Clause wrests from the state “the power to determine which individuals will minister to the faithful.” *Id.* at 188–89. Together, these principles establish the church-autonomy doctrine, which protects religious groups’ “independence in matters of faith and doctrine and in

closely linked matters of internal government.” *Our Lady of Guadalupe Sch. v. Morrissey-Berru*, 591 U.S. 732, 747 (2020).

SUNY Broome’s exclusion of CBF violates the church-autonomy doctrine in two ways. First, it interferes with CBF’s “selection of those who will personify its beliefs.” *Hosanna-Tabor*, 565 U.S. at 188. Second, it threatens CBF’s “independence in matters of faith and doctrine.” *Our Lady of Guadalupe Sch.*, 591 U.S. at 747.

A. SUNY Broome has interfered with CBF’s ability to select its leaders.

The church-autonomy doctrine protects the right of “religious institutions” to make the “internal management decisions essential to their central mission” without government interference. *Belya v. Kapral*, No. 25-1085-CV, 2026 WL 2408741, at *6 (2d Cir. Aug. 18, 2026) (citation modified). This protection—a “component of” the church-autonomy doctrine known as the “ministerial exception,” *Our Lady of Guadalupe Sch.*, 591 U.S. at 746—means that religious groups alone have the “authority to select and control who will minister to the faithful,” *Fratello v. Archdiocese of New York*, 863 F.3d 190, 203 (2d Cir. 2017) (quoting *Hosanna-Tabor*, 565 U.S. at 194–95). “State interference” in that selection and control “obviously” violates the First Amendment. *Our Lady of Guadalupe Sch.*, 591 U.S. at 746.

By interfering with CBF’s leadership selection, SUNY Broome has violated the church-autonomy doctrine. CBF is a “Christian campus ministry.” Ex. A ¶ 11. Its purpose is “to promote understanding of the historical Christian faith” and “to make Christianity evident.” *Id.* It achieves these goals through numerous religious activities, like Bible studies, evangelism, and communal prayer. *Id.* ¶¶ 13–14, 17. These activities aren’t peripheral—Christian living is at the core of everything CBF does. *Id.* ¶ 12. CBF accordingly shares all the “obvious religious characteristics of a religious group,” and the church-autonomy doctrine thus protects it. *Penn v. N.Y.*

Methodist Hosp., 884 F.3d 416, 426 (2d Cir. 2018) (internal quotation marks omitted) (secular hospital’s pastoral care department entitled to protection because it “required chaplains ... to distribute Bibles, perform religious rituals and organize and conduct religious services”).

The doctrine’s sphere of protection for internal leadership decisions—the ministerial exception—also covers CBF’s student leaders. The ministerial exception doesn’t just protect “the counterparts of a ‘minister,’ such as priests, nuns, rabbis, and imams,” but extends to those with a “role in conveying the [religious institution’s] message and carrying out its mission.” *Our Lady of Guadalupe Sch.*, 591 U.S. at 752–53. Principals (*Fratello*), teachers (*Hosanna-Tabor*), and chaplains (*Penn*) may all qualify. “What matters, at bottom, is what [the individual] does.” *Id.* at 753. The ministerial exception should thus protect anyone “who leads a religious organization, conducts worship services or important religious ceremonies or rituals, or serves as a messenger or teacher of its faith.” *Id.* at 754 (emphasis removed).

CBF’s student leaders do all these things and more. As “spiritual leaders,” their role is like “a board of elders in a church.” Ex. B art. III § 2. They are thus “responsible for upholding, teaching, and leading all members” in the Christian faith. *Id.* Through these responsibilities, they teach Christian doctrine at weekly meetings, minister to other CBF members, lead communal prayers, and proclaim CBF’s Christian message through evangelism. Ex. A ¶ 27. Only student leaders may teach CBF doctrine and lead CBF’s religious activities, such as Bible studies, musical worship, and communal prayer. *Id.* art. III § 2. General attendees may not. *Id.* Because student leaders “lead others toward Christian maturity,” “teach faithfully the Word of God,” conduct “devotional exercise[s],” and much more, they are entitled to the protection of the ministerial exception. *Hosanna-Tabor*, 565 U.S. at 192.

SUNY Broome’s enforcement of its student club policies, however, “interfere[s] with” CBF’s “autonomy in selecting, supervising, and terminating” its student leaders. *Belya*, 2026 WL 2408741 at *7. SUNY Broome has been clear: if CBF wants to receive official recognition and the benefits that flow from it, the club must accept non-Christians as leaders. *See* Exs. D, G. Because CBF has refused to do so, SUNY Broome has enforced its threatened punishment, withdrawing recognition from CBF. Because SUNY Broome’s coercive policies “dictate or even influence” CBF’s leadership standards, the college has violated the church-autonomy doctrine. *Our Lady of Guadalupe Sch.*, 591 U.S. at 746.

B. SUNY Broome has interfered with CBF’s independence in matters of faith, doctrine, and internal governance.

SUNY Broome’s attempted “manipulation” of CBF’s leadership standards also violates the church-autonomy doctrine by interfering with the club’s “government” and “faith and doctrine.” *Kedroff v. St. Nicholas Cathedral of Russian Orthodox Church in N. Am.*, 344 U.S. 94, 116 (1952); *see Hosanna-Tabor*, 565 U.S. at 186 (quoting *Kedroff*). CBF’s leadership standards are not simply a practical governance protocol. They are a set of doctrinal statements and “a means by which [the] religious community defines itself.” *Corp. of Presiding Bishop of Church of Jesus Christ of Latter-day Saints v. Amos*, 483 U.S. 327, 342 (1987) (Brennan, J., concurring). The Supreme Court has long protected the freedom of religious organizations—such as CBF—to decided matters of “church discipline” and “ecclesiastical government,” as well as the right to require members to “conform[]” to the standard of morals required of them.” *Serbian Orthodox Diocese for U.S. of Am. & Can. v. Milivojevich*, 426 U.S. 696, 714 (1976) (citation modified).

CBF believes it is a part of “the fellowship of Christians in the Church.” Ex. B art. X, § 1.8. It also understands the Bible as mandating that spiritual leaders in Christian fellowships meet certain standards, such as holding sound doctrine and

abiding by Christian moral standards. Ex. A ¶ 34, 65. Thus, CBF believes that it is mandated by scripture to only elevate leaders of demonstrated Christian faith. *Id.* CBF also believes that holding out its spiritual leaders as messengers of the faith when they do not, in fact, share CBF's faith would violate the Biblical mandate of honesty and integrity. *Id.* ¶¶ 38, 66. CBF's leadership standards are thus essential to its "process of self-definition," *Amos*, 483 U.S. at 342 (Brennan, J. concurring), and its "right to shape its own faith and mission," *Hosanna-Tabor*, 565 U.S. at 188.

SUNY Broome, however, would have CBF abandon this religious requirement, thereby altering the group's doctrine, self-identification, and internal government. And that harm to CBF's character would occur regardless of whether its student leaders are "ministers" for the purposes of the ministerial exception. *Seattle's Union Gospel Mission v. Woods*, 142 S. Ct. 1094, 1096 (2022) (Alito, J., statement respecting denial of certiorari) ("the guarantee of church autonomy is not so narrowly confined" to protect "only a religious organization's employment decisions regarding formal ministers"). Because SUNY Broome seeks to "second-guess the group's sincere application of its religious tenets," it has violated the church-autonomy doctrine. *Our Lady of Guadalupe Sch.*, 591 U.S. at 751 (citation modified).

II. CBF is likely to succeed on its free-exercise claim.

The Free Exercise Clause forbids "indirect coercion or penalties on the free exercise of religion" just as much as "outright prohibitions." *Carson as next friend of O. C. v. Makin*, 596 U.S. 767, 778 (2022) (internal quotation omitted). And the Supreme Court held three times in five years that the government violates the Free Exercise Clause when it excludes religious observers from "otherwise available public benefits" because of their religious character or exercise. *Id.*; see also *Trinity Lutheran Church of Columbia, Inc. v. Comer*, 582 U.S. 449 (2017); *Espinoza v. Mont. Dep't of Revenue*, 591 U.S. 464 (2020).

In *Trinity Lutheran*, the Supreme Court held that a state could not exclude “otherwise eligible” churches from a playground resurfacing program because of the churches’ “religious character.” 582 U.S. at 462. In *Espinoza*, the Court held the same for a state program giving tax credits for private-school scholarships. 591 U.S. at 487. The state could not bar “religious schools from public benefits solely because of the religious character of the schools.” *Id.* at 476. And in *Carson*, the Court went further, holding that Maine could not exclude religious schools from a tuition assistance program based on their religious use of state funds. 596 U.S. at 787.

The “unremarkable principles” from those cases decide this one. *Id.* at 780 (citation modified). Official student club recognition is a public benefit. So long as a student group meets basic qualifications, it is entitled to funding, reserved campus meeting space, marketing materials, and more. Ex. C § 2.5; *Healy v. James*, 408 U.S. 169, 183 (1972) (“consequences of nonrecognition” constitute cognizable harm under First Amendment).

SUNY Broome rescinded this benefit solely because CBF requires its leaders to be Christian. Yet CBF’s leadership requirements are essential to its Christian character and the way it engages in “inculcating its teachings” and “training [young people] to live their faith.” *Carson*, 596 U.S. at 787; Ex. A ¶¶ 35–37; Ex. F ¶¶ 4–9. SUNY Broome has accordingly denied CBF the benefit of recognition solely because of its religious character and exercise.

This denial has, of course, harmed CBF by strictly limiting its access to campus resources and, thus, its ability “to remain a viable entity in a campus community.” *Healy*, 408 U.S. at 181. But far worse, the denial seeks to manipulate CBF into abandoning its religious character and expression. As explained above, CBF “shape[s] its own faith and mission,” *Hosanna-Tabor*, 565 U.S. at 706, and “defines itself,” *Amos*, 483 U.S. at 342 (Brennan, J., concurring), through its leadership standards. Without them, CBF ceases to be a faithful “fellowship of

Christians in the Church,” thereby losing its ability to express its faith. Ex. A ¶¶ 34–35. Thus, to regain recognition, CBF must abandon its religious purpose and “disavow its religious character.” *Trinity Lutheran*, 582 U.S. at 463. Such religious oppression is “odious to our Constitution” and should “not stand.” *Carson*, 596 U.S. at 779 (quoting *Trinity Lutheran*, 582 U.S. at 467).

Christian Legal Society v. Martinez doesn’t alter this conclusion. There, the Court found that a university’s “all-comers” policy for student-club involvement comported with the Free Speech Clause. *Christian Legal Soc. Chapter of the Univ. of Cal., Hastings Coll. of the L. v. Martinez*, 561 U.S. 661, 697 (2010). In a brief footnote, the Court stated that, because the policy was one of “general application that incidentally burden[ed] religious conduct,” it also comported with the Free Exercise Clause. *Id.* at 697 n.27. Yet that finding is superseded by two subsequent lines of precedent: first, the Court’s decisional trilogy holding that the denial of public benefits for religious exercise violates the Free Exercise Clause, *see Trinity-Lutheran*, 582 U.S. at 462, *Espinoza*, 591 U.S. at 487; *Carson*, 596 U.S. at 787; and second, the Court’s holdings that the ministerial exception grants “special solicitude to the rights of religious organizations” to select their own leaders. *Hosanna Tabor*, 565 U.S. at 189; *see Our Lady of Guadalupe Sch.*, 591 U.S. at 747.

III. CBF is likely to succeed on its associational freedom and assembly claim.

A. SUNY Broome has violated CBF’s associational rights.

The Supreme Court has “long understood as implicit in the right to engage in activities protected by the First Amendment a corresponding right to associate with others.” *Americans for Prosperity Found. v. Bonta*, 594 U.S. 595, 606 (2021) (internal quotation marks omitted). This right to associate extends to expressive activity in student groups. *Widmar v. Vincent*, 454 U.S. 263, 268–69 (1981) (discussing both speech and associational rights); *Healy*, 408 U.S. at 181 (same).

And the right is inherent in a student club, *Id.* at 281, because the Constitution protects the right of individuals to join together to advocate their collective viewpoints, *Boy Scouts of Am. v. Dale*, 530 U.S. 640, 647 (2000). Necessarily, then, an expressive religious association has the right to establish its own membership and leadership policies. *N.Y. State Club Ass’n v. City of N.Y.*, 487 U.S. 1, 13 (1988) (affirming that religious groups may use religious or ideological criteria for membership); *Hosanna-Tabor*, 565 U.S. at 190 (2012) (The First Amendment protects “decision[s] that affect[] the faith and mission of” religious organizations).

To evaluate expressive association claims, the Second Circuit employs a three-part test. First, courts evaluate “whether the group making the claim engaged in expressive association.” *Slattery v. Hochul*, 61 F.4th 278, 287 (2d Cir. 2023). Second, they “analyz[e] whether the state action at issue significantly affected the group’s ability to advocate its viewpoints.” *Id.* If the plaintiff satisfies steps one and two, courts apply strict scrutiny at step three. *Id.* CBF succeeds at every step.

1. CBF is engaged in expressive association.

A group that “engage[s] in some form of expression, whether it be public or private,” has a constitutional right to associate. *Dale*, 530 U.S. at 648; *Hosanna-Tabor*, 565 U.S. at 189. CBF exists for expressive association. The group was formed “to share, proclaim, defend, teach, and live out [its] religious beliefs.” Ex. B art. II § 1. And it seeks to engage “the entire campus by serving as a catalyst for Christian discussions and Bible studies” at SUNY Broome. *Id.* § 2. It promotes its religious “truths and doctrines through weekly Bible studies, outreach, service, and social events.” *Id.* § 1. And even without recognition, CBF members meet weekly for Bible studies, attend retreats with guest speakers, share about their activities and beliefs for recruitment, and evangelize their beliefs to fellow students. Ex. A ¶¶ 13–18. Because CBF exists “to share their [religious] message with the world,” it is an expressive association engaged in expressive activities. *Slattery*, 61 F.4th at 287;

Healy, 408 U.S. at 181.

2. SUNY Broome’s denial of official recognition significantly affects CBF’s ability to advocate its viewpoints.

The government can violate the freedom of association when it “require[s] a group to accept members it does not want.” *First Choice Women’s Res. Centers, Inc. v. Davenport*, 608 U.S. 174, 185 (2026). When expressive association is implicated, the Supreme Court considers whether “forced inclusion” of those who do not support that expression will “significantly affect” the association’s ability “to advocate public or private viewpoints.” *Dale*, 530 U.S. at 650. Courts must give “deference to an association’s view of what would impair its expression.” *Id.* at 653.

Requiring CBF to accept leaders who do not profess faith in Christ would impair the group’s ability to express its Christian message. As “spiritual leaders for the organization,” student leaders are “responsible for upholding, teaching, and leading all members in the spiritual truths embodied in the Organization’s statement of faith and the Bible.” Ex. B art. IV § 1. Accordingly, only student leaders are permitted to lead spiritual activities such as Bible studies, communal prayer, and musical worship. *Id.* Student leaders who are not Christians would either be unable to lead these activities or would fundamentally alter them away from their Biblical foundation, thereby hindering the group’s expression. Ex. A ¶¶ 35–37; Ex. F ¶¶ 6–9; *see Dale*, 530 U.S. at 649–50, 653; *Hosanna-Tabor*, 565 U.S. at 188 (The Constitution “protects a religious group’s right to shape its own faith and mission through its appointments.”).

The government, thus, cannot force private associations to accept leaders who disagree with their beliefs and viewpoints. *See Dale*, 530 U.S. 649–50 (holding that the Boy Scouts could not be forced to enlist a gay scoutmaster contrary to its policies); *Hurley v. Irish-Am. Gay, Lesbian, & Bisexual Grp. of Bos.*, 515 U.S. 557, 568–70 (1995) (holding that parade organizers could not be forced to admit a gay

pride contingent into their parade since they did not support that message); *Democratic Party v. Wisconsin*, 450 U.S. 107, 122–23 (1981) (holding that the Democratic Party could not be forced to grant membership to Republicans and non-Democrats). Here, SUNY Broome’s requirement that CBF allow individuals who do not promote or support CBF’s purpose significantly affects its message. CBF cannot effectively communicate its message of advancing and defending a biblical worldview if it has members who actively oppose its mission or seek to communicate a different message. Ex. A ¶¶ 35–37; Ex. F ¶¶ 6–9; *See Slattery*, 61 F.4th at 290 (“It would be difficult, to say the least, for an organization to sincerely and effectively convey a message of disapproval of certain types of conduct if, at the same time, it must accept members who engage in that conduct.” (internal quotation marks omitted)).

As in *Healy*, UCCS’s “[d]enial of official recognition pose[s] serious problems for [CBF’s] existence and growth.” 408 U.S. at 176. It has lost access to meeting and event space, marketing opportunities, and funding. Ex. A ¶¶ 51–63. So its ability to recruit new members and spread its message has been seriously diminished. SUNY Broome thus burdens CBF’s expressive-association rights.

For the reasons explained above, *supra* § II.A, *Martinez* does not alter this conclusion, as its holding has been superseded by the Supreme Court’s affirmation of the ministerial exception and the doctrine’s application to religious student groups. In addition, *Martinez* does not control in light of superseding precedent affirming the freedom of association as a distinct First Amendment right. *See Bonta*, 594 U.S. at 606 (“the freedom of association may be violated where a group is required to take in members it does not want”); *First Choice*, 608 U.S. at 185 (it could violate freedom of association to “require a group to accept members it does not want” or “deny benefits to an organization based on its message”).

As explained more fully below, *infra* § V, SUNY Broome’s refusal to recognize

CBF cannot survive strict scrutiny. *See Slattery*, 61 F.4th at 291 (nondiscrimination interest “gives way to the freedom of those in the association to join together to express a different view”). CBF is thus likely to succeed on its associational-freedom claim.

B. SUNY Broome has violated CBF’s right of assembly.

CBF has a right to assemble consistent with its goals. SUNY Broome’s denial of CBF’s recognition interferes with this right, too.

The First Amendment prohibits the government from “abridging” the right to “peaceably ... assemble.” U.S. Const. amend. I. To determine the scope of a right, courts often consider whether the amendment’s “plain text covers an individual’s conduct.” *N.Y. State Rifle & Pistol Ass’n, Inc. v. Bruen*, 597 U.S. 1, 24–25 (2022). Analyzing the plain text, the Supreme Court follows a history-and-tradition test to evaluate Second Amendment and Establishment Clause claims. *Id.*; *Kennedy v. Bremerton Sch. Dist.*, 597 U.S. 507, 535 (2022) (focusing on “history”). And the Court has increasingly looked to history to resolve other First Amendment claims. *E.g.*, *Vidal v. Elster*, 602 U.S. 286, 296–308 (2024); *Bonta*, 594 U.S. at 619–620 (Thomas, J., concurring) (considering “text and history of the Assembly Clause” to analyze “the right to associate anonymously”).

Applying that test here, the Assembly Clause’s text covers CBF’s desire to associate with like-minded students and to adopt leadership policies that foster that association. The debates surrounding the Assembly Clause’s adoption reveal that the constitutional “text handed down to us ... conveys a broad notion of assembly.” John D. Inazu, *The Forgotten Freedom of Assembly*, 84 Tul. L. Rev. 565, 571–77 (2010). For example, the founders struck proposed language that would have limited the right. *Id.* at 571–75. Even those who opposed including the Assembly Clause in the First Amendment did so on the belief that the right was so “self-evident, unalienable” that it didn’t need to be mentioned. *Id.* at 575.

History confirms this reading of the Assembly Clause as making “space for a variety of bodies, gatherers, levels of formality, and purposes.” Nathan J. Ristuccia, *“Dangerous to the Liberties of A Free People”: Secret Societies and the Right to Assemble*, 4 J. Free Speech L. 139, 169 (2023). Assemblies like “informal gatherings,” “processions,” and “political societies all played a role” during colonial protests. *Id.* at 156. And formal organizations like the Sons of Liberty, the Freemasons, and the Democratic-Republican Societies were common in the late 1700’s. *Id.* at 173–82.

Courts drew on this broad right in the mid-to-late 1800’s. This period is the most relevant because the Fourteenth Amendment—which made the First Amendment applicable to the states—was ratified in 1868. *See Bruen*, 597 U.S. at 37–38. At that time, state courts understood the right of assembly as “a right to assemble” with “those persons who had thus agreed and associated,” *and no others.* *Leavitt v. Truair*, 30 Mass. 111, 112 (1832) (emphasis added). This right did not cover organizations that were created “for the transaction of business” or “for pecuniary gain.” *People ex rel. Rice v. Bd. of Trade of Chicago*, 80 Ill. 134, 136 (1875). But the right protected “voluntary association[s]” who “inculcate[ed]” their values. *Id.*; *State ex rel. Poulson v. Grand Lodge of Mo. I.O.O.F.*, 8 Mo. App. 148, 156 (1879) (protecting organizations with “religious views” or “ethical and social objects”).

The common understanding of “assembly” around this time supported this jurisprudence. *Webster’s Complete Dictionary of the English Language* 83 (1886), <https://bit.ly/4pSAlbQ> (“Assembly”: “[a] company of persons collected together in one place, and usually for some common purpose; as, religious, political, and social assemblies”).

CBF’s assembly falls within the heartland of this tradition. CBF is an ideologically motivated, religious club. Ex. A ¶¶ 11–12. It promotes the Christian

faith, doctrine, and values. *Id.* ¶¶ 11–12, 25–26. It does this through group Bible studies, social activities, and public evangelism. *Id.* ¶¶ 11–17, 26, 28, 35. It assembles under the direction of spiritual leaders who support the club’s mission, which amplifies its expression. *Id.* ¶¶ 25–31. By requiring CBF to accept leaders who would undermine its message and disrupt its ideological cohesion, *id.* ¶¶ 32–37, 63–66, SUNY Broome has infringed on CBF’s right of assembly.

Because CBF’s activities satisfy the text of the Assembly Clause, SUNY Broome must show that its burden on their assembly belongs to a “historic and traditional categor[y]” of constitutionally unprotected assembly. *United States v. Stevens*, 559 U.S. 460, 468 (2010) (citation modified). To meet that standard, the college must “identify a well-established and representative historical *analogue*.” *Bruen*, 597 U.S. at 30. SUNY Broome has none. *Cf. Hague v. Comm. for Indus. Org.*, 307 U.S. 496, 516–18 (1939) (finding city ordinance could not prevent labor meetings in public places). Without analogous “historical precursors,” SUNY Broome cannot apply its student club policies to interfere with CBF’s freedom of assembly to any leadership positions. *Bruen*, 597 U.S. at 30.

IV. CBF is likely to succeed on its free-speech claim.

SUNY Broome’s refusal to recognize CBF also violates the club’s free-speech rights. “[P]rivate religious speech, far from being a First Amendment orphan, is as fully protected under the Free Speech Clause.” *Capitol Square Rev. & Advisory Bd. v. Pinette*, 515 U.S. 753, 760 (1995). Thus, CBF’s “religious worship and discussion ... are forms of speech and association protected by the First Amendment.” *Widmar*, 454 U.S. at 269.

SUNY Broome abridged CBF’s right to engage in its protected speech in two ways. First, it engaged in viewpoint discrimination by limiting CBF’s access to a speech forum because of the club’s religious viewpoint. Second, it limited CBF’s access to the speech forum on an unreasonable basis in light of the forum’s purpose.

A. SUNY Broome excluded CBF from a speech forum based on the viewpoint of CBF’s speech.

SUNY Broome has “created a forum generally open for use by student groups” by instituting a formal recognition process and offering a number of benefits, including access to channels of communication and funding. *Widmar*, 454 U.S. at 267 (University of Missouri created forum by accommodating student group meetings and offering benefits through registration process); *Rosenberger v. Rector & Visitors of Univ. of Va.*, 515 U.S. 819, 830 (1995) (University of Virginia’s “Student Activities Fund” was speech forum created for benefit of student organizations); *Bus. Leaders In Christ v. Univ. of Iowa*, 991 F.3d 969, 985 (8th Cir. 2021) (“University’s recognition of [registered student organizations] constituted a limited public forum”). The college has recognized around fifty student clubs, ranging in interest from the Backpacking Club and Math Lab to Students for Justice in Palestine.³ SUNY Broome has also recognized religious clubs.⁴ Accordingly, CBF falls within the forum’s parameters.

In such speech forums, “viewpoint discrimination is forbidden.” *Matal v. Tam*, 582 U.S. 218, 243 (2017) (internal quotation marks omitted). And in CBF’s case, “[r]eligion is the viewpoint from which ideas are conveyed.” *Good News Club v. Milford Cent. Sch.*, 533 U.S. 98, 112 n.4 (2001). Thus, CBF’s speech “cannot be excluded from a ... forum on the ground that the subject is discussed from a religious viewpoint.” *Id.* at 112; *see also Lamb’s Chapel v. Ctr. Moriches Union Free Sch. Dist.*, 508 U.S. 384, 394 (1993) (school could not bar church from using premises because of “religious standpoint”); *Rosenberger*, 515 U.S. at 845 (university could not exclude religious newspaper from funding program).

³ See SUNY Broome, *supra* n.1.

⁴ *Id.* (Brothers and Sisters in Christ, Muslim Student Association).

SUNY Broome has done just that. Grounded in its Christian faith, CBF holds a certain viewpoint about who can and cannot be leaders of a religious organization like CBF. Ex. A ¶ 34; Ex. F ¶ 6. By denying recognition to CBF because of those religious views, SUNY Broome has committed viewpoint discrimination. In the same way the University of Virginia refused to fund a club because it sought to use the money for “religious activity,” *Rosenberger*, 515 U.S. at 827, or the University of Missouri denied meeting space to a group because of its desire “to engage in religious worship and discussion,” *Widmar*, 454 U.S. at 269, so SUNY Broome’s exclusion of CBF based on its leadership standards discriminates “based on the religious content of a group’s intended speech,” *id.* at 270.

Additionally, SUNY Broome’s attempted manipulation of CBF’s leadership standards discriminates based on viewpoint because it is “designed to assure that a certain type of religious speech will take place at the Club’s meetings.” *Hsu By & Through Hsu v. Roslyn Union Free Sch. Dist. No. 3*, 85 F.3d 839, 856 (2d Cir. 1996). CBF’s student leaders play an essential “role in conveying [the club’s] message and carrying out its mission,” and they “personify its beliefs.” *Hosanna-Tabor*, 565 U.S. at 188, 192; *see* Ex. A ¶¶ 27–28; Ex. F ¶ 4. Altering CBF’s student leader makeup thus changes the group’s viewpoint, as an unwanted leader’s “preaching, teaching, and counseling could contradict the [group’s] tenets and lead the congregation away from the faith.” *Our Lady of Guadalupe Sch.*, 591 U.S. at 747. By seeking to manipulate CBF’s religious viewpoint in this way, SUNY Broome has committed viewpoint discrimination.

B. SUNY Broome’s exclusion of CBF from a speech forum was unreasonable in light of the forum’s purpose.

Even if SUNY Broome’s exclusion of CBF was viewpoint neutral—which it is not—it still violates the First Amendment, as it is not “reasonable in light of the purpose served by the forum.” *Minn. Voters All. v. Mansky*, 585 U.S. 1, 13 (2018).

The student club forum exists to provide students with opportunities for “leadership,” “personal exploration,” “discovering new passions,” “gaining new skills,” and “feel[ing] at home.” Ex. C § 2.1. Yet excluding CBF only undermines this purpose.

CBF exists to provide an opportunity for both non-Christian students to explore the Christian faith and for Christian students to deepen their existing faith. *See* Ex. B art. II §§ 1–2. By excluding CBF, SUNY Broome has restricted the campus’s “marketplace of ideas,” *Bus. Leaders In Christ*, 991 F.3d at 981, depriving students of the opportunity to “discover” and “explore” a new faith or “feel at home” in their own. *See Fellowship of Christian Athletes v. San Jose Unified Sch. Dist. Bd. of Educ.*, 82 F.4th 664, 709 (9th Cir. 2023), *overruled on other grounds by Ariz. All. for Retired Ams. v. Mayes*, No. 22-16490, 2026 WL 2277101 (9th Cir. Aug. 7, 2026) (Forrest, J., concurring) (“Christian students looking to practice their faith and find religious mentorship would not be attracted to a Christian student group led by an atheist.”). By banning religious leadership requirements, the college would have religious groups lose their religious character, further limiting students’ ability to explore a religious community or discover a spiritual passion. *See Hosanna-Tabor*, 565 U.S. at 188 (a religious group will “shape its own faith and mission through its appointments”). And SUNY Broome has limited “leadership” opportunities, especially for students of faith, by excluding groups like CBF that have religiously compelled leadership requirements.

In sum, by excluding religious groups like CBF from the campus community, SUNY Broome has stifled diversity, personal exploration, and leadership opportunities. Because SUNY Broome’s restrictions are unreasonable in light of the student club forum, they violate the First Amendment.

V. SUNY Broome’s refusal to recognize CBF cannot survive strict scrutiny.

Because SUNY Broome interfered with CBF’s leadership selection and matters of faith and doctrine, it violated the First Amendment regardless of further scrutiny—“the First Amendment has struck the balance for us.” *Hosanna-Tabor*, 565 U.S. at 196. Under the other relevant First Amendment doctrines—free exercise, free speech, and freedom of association and assembly—SUNY Broome’s decision is subject to “the strictest scrutiny.” *Carson*, 596 U.S. at 780 (quoting *Trinity Lutheran*, 582 U.S. at 467) (free exercise); see *Chiles v. Salazar*, 607 U.S. 627, 640 (2026) (free speech); *Slattery*, 61 F.4th at 287 (association). This means the denial can stand “only if it advances interests of the highest order and is narrowly tailored to achieve those interests.” *Fulton v. City of Phila., Pa.*, 593 U.S. 522, 541 (2021) (citation modified). SUNY Broome fails this test and every level of scrutiny.

To start, SUNY Broome lacks a compelling government interest. The college’s policies ostensibly exist to prohibit discrimination and promote diversity. See Ex. C §§ 2.2, 2.8, 12.2. Generalized interests in diversity, however, are not sufficiently coherent to be judicially cognizable. *Students for Fair Admissions, Inc. v. President & Fellows of Harvard Coll.*, 600 U.S. 181, 214 (2023); *Lutheran Church-Mo. Synod v. F.C.C.*, 141 F.3d 344, 354 (D.C. Cir. 1998); *Fellowship of Christian Athletes v. D.C.*, 743 F. Supp. 3d 73, 88 (D.D.C. 2024). And, in any event, SUNY Broome’s interests must be “properly narrowed” to the “particular religious claimants.” *Fulton*, 593 U.S. at 541 (citation modified). This means SUNY Broome must demonstrate “actual harm to [the college’s] interests caused by [CBF’s] religious leadership requirements.” *Intervarsity Christian Fellowship/USA v. Univ. of Iowa*, 5 F.4th 855, 864 (8th Cir. 2021).

The college can make no such showing. SUNY Broome’s policies discriminate and harm the campus community, not CBF’s. CBF gladly welcomes all students,

faculty, and staff to its meetings and activities. Ex. A ¶¶ 19–20. And it plays an important role in diversifying the campus community as one of the few spaces for students to grow in the Christian faith. *See* SUNY Broome, *supra* n.1. Yet, while wielding an abstract interest in diversity, SUNY Broome would have CBF either abandon its Christian character or leave campus as a recognized club. SUNY Broome carries no rational interest, let alone a compelling one, in enforcing its policies against CBF this way.

Even if SUNY Broome’s interests were compelling, it had several less restrictive ways of achieving them. SUNY Broome was obligated to “consider[] different methods.” *McCullen v. Coakley*, 573 U.S. 464, 494 (2014). And “if a less restrictive means is available,” then “the government must use it.” *United States v. Playboy Ent. Grp., Inc.*, 529 U.S. 803, 815 (2000). For example, SUNY Broome could have exempted religious or mission-based groups from its policies, limited open-access requirements to club events, or imposed public disclosure requirements for groups’ policies. But the college never proved that these would be ineffective to address its concerns.

SUNY Broome’s actions are also impermissibly underinclusive. *See First Nat. Bank of Bos. v. Bellotti*, 435 U.S. 765, 793 (1978) (underinclusivity undermines purported government interests). While the school claims it seeks to ban discrimination “in any way,” Ex. C. § 2.2, it permits clubs that don’t receive funding to limit membership based on academic major, GPA, and affiliation with outside organizations, *id.* § 12.2. SUNY Broome cannot show that excluding CBF is necessary to promote diversity, while excluding other groups with membership or leadership standards is not. On the contrary, SUNY Broome’s exclusion of CBF only harms its diversity interests by excluding groups that seek to preserve their faith-based missions. Infringements on First Amendment rights, untethered from a rational or compelling interest like this, do not survive any level of scrutiny.

VI. CBF is likely to prevail on the remaining preliminary-injunction factors.

In the First Amendment context, “the likelihood of success on the merits is the dominant, if not the dispositive, factor.” *N.Y. Progress & Prot. PAC v. Walsh*, 733 F.3d 483, 488 (2d Cir. 2013). That’s because, “where a First Amendment right has been violated, the irreparable harm requirement for the issuance of a preliminary injunction has been satisfied.” *Green Party of N.Y. State v. N.Y. State Bd. of Elections*, 389 F.3d 411, 418 (2d Cir. 2004). That is especially true here, where SUNY Broome’s First Amendment violations threaten CBF’s ability “to remain a viable entity in a campus community.” *Healy*, 408 U.S. at 181; Ex. A ¶ 63.

Additionally, “securing First Amendment rights is in the public interest,” while “no public interest is served by maintaining an unconstitutional policy when constitutional alternatives are available to achieve the same goal.” *James*, 160 F.4th at 380 (citation modified). Because restoring CBF’s recognition on campus would protect its constitutional rights while also promoting SUNY Broome’s interest in a diverse campus environment, a preliminary injunction is in the public interest.

CONCLUSION

For the reasons set forth above, this Court should grant Plaintiffs’ emergency motion for a preliminary injunction.

Dated: September 18, 2026

s/ Mercer S. Martin

Mercer S. Martin

Ariz. Bar No. 038138

ALLIANCE DEFENDING FREEDOM

15100 N. 90th Street

Scottsdale, AZ 85260

(480) 444-0020

(480) 444-0028 (facsimile)

mmartin@ADFlegal.org

Tyson C. Langhofer
Va. Bar No. 95204
ALLIANCE DEFENDING FREEDOM 44180
Riverside Parkway
Lansdowne, Virginia 20176
(571) 707-4655
tlanghofer@ADFlegal.org

Attorneys for Plaintiff