

IN THE UNITED STATES DISTRICT COURT FOR THE  
DISTRICT OF MINNISOTA

CHILD EVANGELISM FELLOWSHIP )  
 OF MINNESOTA, )  
 )  
 Plaintiff, )  
 )  
 vs. )  
 )  
 MINNEAPOLIS SPECIAL SCHOOL )  
 DISTRICT #1, )  
 )  
 Defendant. )  
 \_\_\_\_\_ )

Case No.

**COMPLAINT FOR DECLARATORY JUDGMENT, PRELIMINARY AND  
PERMANENT INJUNCTIVE RELIEF AND DAMAGES**

COMES NOW Plaintiff, CHILD EVANGELISM FELLOWSHIP OF MINNESOTA (hereinafter "CEF"), by and through counsel, and files this civil action and respectfully requests this Court to issue injunctive relief, declaratory judgment and award damages for violations of the United States Constitution by Defendant, MINNEAPOLIS SPECIAL SCHOOL DISTRICT #1 (hereinafter "the District"). In support thereof, CEF shows as follows:

1. CEF seeks preliminary and permanent injunctive relief enjoining the District, its agents, servants and employees and those acting in active concert and with actual notice thereof, from violating CEF's right to freedom of speech, free exercise of

religion, equal access, equal protection, and right to Due Process of Law guaranteed by the First and Fourteenth Amendments to the United States Constitution.

2. CEF also prays for declaratory judgment to determine the constitutionality of the District's actions in denying CEF the opportunity to exercise its constitutional rights and to declare the actions unconstitutional as a direct violation of the First and Fourteenth Amendments to the United States Constitution.

3. CEF also seeks nominal and compensatory damages.

4. An actual controversy exists between the parties involving substantial constitutional issues, in that the District's actions violate the United States Constitution.

#### **JURISDICTION AND VENUE**

5. This action arises under the First and Fourteenth Amendments to the United States Constitution, 42 U.S.C. § 1983.

6. This Court has jurisdiction of this claim under, and by virtue of, 28 U.S.C. §§ 1331, 2201-02.

7. Venue is proper under 28 U.S.C. § 1391 (b). Each and all of the acts alleged herein were done by the District's application of the statutes, ordinances, regulations, customs, policies, procedures, and law of the State of Minnesota and the Minneapolis School District.

8. This Court is authorized to grant declaratory judgment under the Declaratory Judgment Act, 28 U.S.C. §§ 2201-02, implemented through Rule 57 of the

Federal Rules of Civil Procedure, and to issue the injunctive relief requested by CEF under Rule 65 of the Federal Rules of Civil Procedure.

9. This Court is authorized to grant CEF's prayer for relief regarding costs, including a reasonable attorney's fee, under 42 U.S.C. § 1988.

### **PARTIES**

10. CEF is a not-for-profit religious organization, incorporated in Missouri.

11. The District is the governing body for the public schools in Minneapolis, MN, with the authority to sue and be sued, and was at all times relevant herein, acting within the course and scope of its authority and under color of law.

### **STATEMENT OF FACTS**

12. The Good News Club is a club for children sponsored by CEF, that encourages learning, spiritual growth, service to others, and other activities that support the development of social, mental, physical, and creative abilities of school-age youth provided as structured youth programs during high-risk times in the student's life. Furthermore, the Good News Club programming design promotes youth spiritual and personal leadership development which helps to improve academic performance.

13. CEF wants to use District facilities, including equal access to the after-school activities bus, continued recognition as a Partner in the Community Partners Program (hereinafter "Program") including all the benefits and privileges other similar

organizations receive as Community Partners, and continued inclusion in the Community Partner registration form under the "class choices" list.

14. The Good News club is open to all boys and girls between the ages of five and twelve, regardless of religious background, or lack of religious belief.

15. CEF does not charge a fee for attendance. Neither fees, nor tithes, nor collections or contributions are taken during meetings, nor are commercial or fundraising activities permitted.

16. Good News Club meetings are designed only for elementary-age students and include Bible lessons, creative learning activities, stories about missionaries and biblical figures modeling spiritual and personal leadership, songs, and scripture memory.

17. Children are taught biblical principles, moral values, character qualities, respect for authority, relationships, morals, character development, and issues of importance to the community.

18. Good News Clubs are nondenominational.

19. As Good News Clubs are nondenominational, the Clubs do not meet in churches.

20. As Good News Clubs are for elementary-aged children, the meetings are best conducted on elementary school campuses after-school.

21. Because of the difficulty with parents having to provide transportation off school premises, the elementary school and the after-school activities bus available for

use by other non-religious Community Program Partners provide the best location and safe transportation for such clubs.

22. Good News Clubs do not provide separate transportation, and most parents are not capable of providing transportation to and from Good News Club meetings. However, the central location of an elementary school and the equal access to the after-school activities bus allows parents to send their children to a Good News Club.

23. Using elementary school facilities including the after-school activities bus for Good News Club meetings is also done for safety. Requiring young children to walk off campus increases the risk of injury, abduction, and death. Parents and their children need a safe, familiar place and equal access to safe transportation facilities used by similar organizations.

24. Minn. Stat. § 124D.19, subd. 12 (2006), entitled, “Community Education Programs; Advisory Council” (hereinafter “Statute”), and subdivision 12, entitled, “Youth after-school enrichment programs” states: “Each district operating a community education program under this section may establish a youth after-school enrichment program to maintain and expand participation by school-age youth in supervised activities during nonschool hours. The youth after-school enrichment programs must include activities that support development of social, mental, physical, and creative abilities of school-age youth; provide structured youth programs during high-risk times;

and design programming to promote youth leadership development and improved academic performance.”

25. Pursuant to the Statute, the District created the Community Partners Program, and created regulation 1301 A, entitled, “Categories and Types of Community Partners” (hereinafter “1301 A”) and regulation 1301 B, entitled, “Partnership Contracts” (hereinafter “1301 B”). Depending on what “Category” and “Type” of Community Partner the District designates each partner under 1301 A, the Community Partner must adhere to a number of “Standard Assurances” as part of the contractual relationship. CEF always has adhered to “Standard Assurances” 1-11.

26. These regulations require Community Partners to sign a contract under 1301 B. Before CEF’s removal from the Program by the District for the 2009-2010 academic year, CEF and the District both signed this contract for five (5) previous years.

27. Standard Assurance #1, entitled, “Affirmative Action and Nondiscrimination,” is applicable to all partners and states: “Community Partner shall have a policy prohibiting illegal discrimination against employees on grounds of race, color, creed, religion, age, sex, disability, marital status, affectional/sexual orientation, public assistance status, or national origin.”

28. Standard Assurance #11, entitled, “Indemnification (Check A or B)” under “Requirements for Non-Governmental Organizations” section #4 states: “Community Partner and its members shall indemnify and save and hold MPS, its employees, officers,

directors, subcontractors and agents (collectively “employees”) harmless against any and all claims, demands, suits, costs, judgments, or other forms of liability to third parties, actual or claimed, including attorneys’ fees, for injury to property or persons, arising out of the acts or omission of Community Partner, its members, employees, officers, directors, subcontractors and agents in the performance of services to MPS or its students.”

29. Pursuant to the District’s Community Partner Program, organizations listed as Partners include the Boy Scouts of America, Big Brothers and Big Sisters, Catholic Charities, Lutheran Social Services of MN, National Council of Jewish Women, and Boys and Girls Clubs of the Twin Cities. CEF was an active approved Partner for five (5) previous years, but the District recently removed it from the list. On March 25, 2010, Assistant District General Counsel for the District, Amy Moore, wrote a letter stating that “CEF programming was not appropriate” because “CEF Programming included leading the children in prayer, teaching them that Jesus Christ is their savior, and studying Biblical passages.”

30. CEF is similar to these other approved organizations but for its religious content and viewpoint.

31. The District has created a limited public forum.

32. During the 2009-2010 school year, the District told CEF that it could no longer be listed on the "class choices" registration form for the Community Partners Program.

33. The District also told CEF that it could no longer use the after-school activities bus.

34. CEF was listed on the "class choices" registration form and permitted to use the after-school activities bus for five (5) years prior to this announcement, until the District removed CEF from the list for the 2009/2010 school year. There were never any problems during the five (5) years CEF was an approved partner.

35. The District has in fact permitted the Boy Scouts and other similar organizations to be listed on the "class choices" registration form, and the opportunity to use the after-school activities bus.

36. Good News Clubs address many of the same subjects addressed by Boy Scouts, except these subjects are addressed from a religious, and particularly a Christian, viewpoint. Good News Clubs support the ideas of Scouting by teaching children to be trustworthy, loyal, helpful, friendly, courteous, kind, obedient, cheerful, thrifty, brave, clean, and reverent. Good News Clubs teach moral and character development.

37. The Good News Clubs in Minneapolis begin each meeting by reciting the Pledge of Allegiance.



38. Much of the focus of the Good News Clubs is on teaching the children on how to become good citizens, they are taught respect for authority, to be responsible, and how to develop leadership skills. All of these facets of the Good News Club aid the children in becoming good citizens of the United States.

39. Each year, the District requires each participating Community Partner through the Program to submit a renewal application.

40. CEF was a Community Partner with the Program for five (5) years prior to 2010.

41. This past fall, the District notified CEF that it would be removed from the list of partners, denied access to the after-school activities bus, and removed from the "class choices" registration form for the Program.

42. CEF was told that the reason for its removal was due to questions raised about the content of the Good News program and because it was religious in nature.

43. Upon information and belief, groups such as Boy Scouts, Girl Scouts, Big Brothers and Big Sisters and others have been accepted as Partners of the Program.

44. CEF's local ministry leader, Maureen Berger, was notified this past fall by the Community Education Coordinator at Jenny Lind Elementary School, Sandi McDonald, that CEF had been removed from the list of partners for the Program.

45. Ms. McDonald explained that as a result of CEF's removal from the Program, CEF would no longer be able to provide participating students the benefit of

using the after-school activities bus and that CEF had been removed from the “class choices” registration from.

46. The 2009-2010 registration form states that classes began on October 12<sup>th</sup>, 2009. The school dates for winter break were December 21, 2009 through January 1, 2010, and CEF had its first meeting after the break in early January 2010. At this meeting, the children were told that they could not ride the activities bus home because CEF was not a recognized Partner. (See Exs. K, L, N).

47. Mr. Tunell, CEF’s state director, later contacted Jack Tamble, Director of Community Education, to inquire as to why CEF was removed. Mr. Tunell did not receive a call back from the District until a week later, the day of the next CEF meeting, and Mr. Tunell received a voicemail from Mr. Tamble stating that he would call back sometime that day. Mr. Tunell called the District back to try to reconcile the situation before the CEF meeting began. CEF sought equal access to school facilities, including the after-school activities bus. The District transferred Mr. Tunell to Legal Counsel when he called the District back.

48. Mr. Tunell was told by legal counsel that because the District publishes the Partner organizations, including CEF would somehow be promoting a religious view.

49. Mr. Tunell called again to try to speak to Mr. Tamble to reconcile the situation, and when asked why the District was changing their position Mr. Tamble said that ‘someone’ had overheard a club meeting and raised questions about the content of

the Good News Club program. Mr. Tunell asked if it was a parent or staff, and Mr. Tamble said that he would only say that 'someone' had questioned the practice and the District had to respond. The District would no longer allow CEF to be an after-school Community Education Program partner.

50. Neither the Statute nor the written District regulations governing the Program have any such restriction on religious nonprofits or offerings with religious content or viewpoint.

51. On February 18, 2010, counsel for CEF wrote a letter to the District stating that CEF should be allowed equal access to continued membership as a Community Partner, equal access to the use of the after-school activities bus, and equal access to be included in the registration form's list of "class choices."

52. On March 25, 2010, counsel for CEF received a response from Amy Moore, Assistant District General Counsel for the District stating that CEF's program content was not appropriate.

53. Counsel for the District did not refute that CEF's program attains the same goals and purposes of the Statute and the Program, but stated that the Program is "reviewed and monitored by the District's Community Education Department" and claims that "organizations are leading or providing programs on behalf of the district" and that these organizations are "government speakers." Counsel for the District also states that "classes are advertised on a District Sponsored, school based flyer." The

registration form flyer the District refers to designates each school sponsored program as “ALC” and other organizations, like CEF and Boy Scouts, as “C.Ed.”

54. CEF, the Boy Scouts, and other organizations that seek to help the District through the Community Partnership Program are not in fact government speakers. The District’s own regulation “1301” entitled “Community Partners” states that “[a]ny non-school, non-district sponsored group or individual may apply to become a Community Partner with the Minneapolis Public Schools.”

55. The content and viewpoint of CEF helps school-age youth children attain the goals stated in the Statute.

56. The refusal by the District to allow CEF to be a Community Partner caused a dramatic reduction in attendance and the ability of CEF to offer a program to attain the goals stated in the Statute. The number of students who attended Good News Club meetings was 31 students in 2004-2005, 26 students in 2005-2006, 36 students in 2006-2007, 47 students in 2007-2008, 47 students in 2008-2009, and 10 students in 2009-2010. From these numbers it is apparent that the District’s actions have had an adverse effect on the attendance at GNCs in the Minneapolis Special School District #1. 47 students attended in the school years 07-08 and also in 08-09, but only 10 in 09-10. These numbers translate into a drop of about 79% in one year. Additionally, CEF suffers financial costs due to not being listed with other similar after-school programs, and instead must pay for and print separate invitation flyers to be distributed to the students.

### **ALLEGATIONS OF LAW**

57. The application of the Statute and actions of the District are clear, blatant and intentional violations of well-established law.

58. The District's denial of the request to reinstate CEF as a Community Partner, allow CEF equal access to the after-school activities bus, and to be listed on the Community Partner's registration form under "class choices" violates CEF's rights.

59. The application of the Statute by the District is discriminatory as it allows the Boy Scouts and similar organizations to enjoy privileges that have been denied to CEF.

60. Due to the District's unconstitutional actions and application of the Statute, CEF has been irreparably harmed.

### **COUNT I – VIOLATION OF CEF'S RIGHT TO FREEDOM OF SPEECH**

61. CEF hereby reiterates and adopts each and every allegation in the preceding paragraphs numbered 1 through 60.

62. The Free Speech Clause of the First Amendment to the United States Constitution, in conjunction with the Fourteenth Amendment, prohibits the District from abridging CEF's freedom of speech.

63. The Statute, as construed and applied by the District, denies CEF the ability to communicate with students in the District on the same basis as the Boy Scouts or other organizations named under the Community Partners list.

64. The Statute, as construed and applied by the District, discriminates on the basis of content and viewpoint.

65. There is no compelling government interest sufficient to justify the District's action in removing CEF from the list of Minnesota Public Schools Community Partners and denying CEF all the rights, privileges, and use of facilities available to similarly situated Partners.

66. The Statute, as construed and applied by the District, is not the least restrictive means to accomplish any permissible government purpose sought to be served.

67. The Statute, as construed and applied by the District, is not a narrowly tailored restriction on free speech.

68. The Statute, as construed and applied by the District, does not serve a significant government interest.

69. The Statute, as construed and applied by the District, does not leave open ample alternative means of access to students or facilities equal to those enjoyed by similar organizations.

70. The Statute, as construed and applied by the District, is unreasonable, and imposes unjustifiable and unreasonable restrictions on constitutionally protected speech.

71. The Statute, as construed and applied by the District, unconstitutionally chills and abridges the right of CEF to engage in free speech guaranteed by the First Amendment.

72. CEF has no adequate remedy at law to correct the continuing deprivation of its most cherished constitutional liberties.

73. As a direct and proximate result of the District's continuing violations of CEF's rights, CEF has in the past and will continue to suffer in the future direct and consequential damages, including but not limited to, the loss of the ability to exercise its constitutional rights.

WHEREFORE, CEF respectfully prays that the Court grant the relief set forth herein.

**COUNT II – VIOLATION OF CEF'S RIGHTS TO FREE EXERCISE AND  
FREE SPEECH (HYBRID CLAIM)**

74. CEF hereby reiterates and adopts each and every allegation in the preceding paragraphs numbered 1 through 60.

75. The District's actions and application of the Statute implicate and violate CEF's right to the free speech and free exercise of religion, as guaranteed by the First and Fourteenth Amendments to the United States Constitution.

76. CEF has a religious belief that it is to teach the Bible and provide spiritual and moral guidance to children.

77. CEF acts upon this religious belief by sponsoring Good News Club meetings in school facilities during after-school hours.

78. CEF's religious beliefs are sincerely and deeply held.

79. The District's actions and application of the Statute substantially burden CEF's sincerely-held religious beliefs.

80. The District's actions and application of the Statute target CEF's religious speech.

81. There is no compelling government interest sufficient to justify the District's actions and application of the Statute.

82. The District's actions and application of the Statute are not the least restrictive means to accomplish any permissible government purpose sought to be served.

83. The District's actions and application of the Statute are not narrowly-tailored restrictions on CEF's free exercise of religion, as guaranteed by the First Amendment to the United States Constitution.

84. The District has failed or refused to accommodate CEF's sincerely-held religious beliefs.

85. CEF has no adequate remedy at law to correct the continuing deprivation of its most cherished constitutional liberties.

86. As a direct and proximate result of the District's continuing violations of CEF's rights, CEF has in the past and will continue to suffer in the future direct and consequential damages, including but not limited to, the loss of the ability to exercise its constitutional rights.



WHEREFORE, CEF respectfully prays that the Court grant the relief set forth herein.

**COUNT III – VIOLATION OF CEF’S RIGHT TO EQUAL PROTECTION**

87. CEF hereby reiterates and adopts each and every allegation in the preceding paragraphs numbered 1 through 60.

88. CEF’s right to equal protection under the laws is protected by the Equal Protection Clause of the Fourteenth Amendment to the United States Constitution.

89. The Statute, as construed and applied by the District, is an unconstitutional abridgment of CEF’s right to equal protection of the laws and is not facially neutral.

90. The Statute, as construed and applied by the District, is an unconstitutional abridgment of CEF’s right to equal protection of the laws because the District is permitted to treat CEF differently from other similarly situated groups on the basis of the content and viewpoint of CEF’s message.

91. The Statute, as construed and applied by the District, is not supported by a compelling governmental interest sufficient to justify its enactment.

92. The Statute, as construed and applied by the District, is not the least restrictive means to accomplish any permissible government purpose sought to be served by the actions.

93. The Statute, as construed and applied by the District, imposes irrational and unjustifiable restrictions on CEF.

94. The District, in violation of the Equal Protection Clause, has caused, and will continue to cause, CEF to suffer undue and actual hardship and irreparable injury.

95. CEF has no adequate remedy at law to correct the continuing deprivations of CEF's most cherished constitutional liberties.

96. As a direct and proximate result of the District's continuing violations of CEF's rights, CEF has in the past and will continue to suffer in the future direct and consequential damages, including but not limited to, the loss of the ability to exercise its constitutional rights.

WHEREFORE, CEF respectfully prays that the Court grant the relief set forth herein.

#### **COUNT IV – VIOLATION OF THE ESTABLISHMENT CLAUSE**

97. CEF hereby reiterates and adopts each and every allegation in the preceding paragraphs numbered 1 through 60.

98. The Establishment Clause of the First Amendment, incorporated and made applicable to the states by the Fourteenth Amendment to the United States Constitution, prohibits government from establishment of religion.

99. The Establishment Clause prohibits excessive government entanglement with religion.

100. The Establishment Clause prohibits the government from showing hostility toward religion.

101. The District has granted access to secular nonprofit organizations that use District facilities to teach character and leadership to children.

102. The District has refused to extend these same privileges to CEF because it teaches character and leadership development to children through a Christian viewpoint and by means of Christian content.

103. The District's assessment and analysis of what constitutes too much Christian viewpoint and content lacks sufficient guidelines and excessively entangles the District in religion.

104. The District's assessment and analysis of CEF's viewpoint and content after five (5) years of partnership originated from a single heckler's veto and is an unwarranted extension of the Establishment Clause.

105. The District's application of the Statute has and will continue to cause CEF to suffer undue and actual hardship and irreparable injury.

106. CEF has no adequate remedy at law to correct the continuing deprivations of its most cherished constitutional liberties.

107. As a direct and proximate result of the District's continuing violations of CEF's rights, CEF has in the past and will continue to suffer in the future direct and consequential damages, including but not limited to, the loss of its ability to exercise its constitutional rights.

WHEREFORE, CEF respectfully prays that the Court grant the declaratory and injunctive relief set forth herein and award such damages to CEF as are reasonable and just.

**COUNT V – VIOLATION OF CEF’S DUE PROCESS RIGHTS**

108. CEF hereby reiterates and adopts each and every allegation in the preceding paragraphs numbered 1 through 60.

109. The Due Process Clause of the Fourteenth Amendment to the United States Constitution prohibits government from creating or enforcing laws that forbid or require the doing of an act in terms so vague that men of common intelligence must necessarily guess at its meaning and differ as to its application.

110. The District’s actions and application of the Statute violate CEF’s right to Due Process as guaranteed by the Fourteenth Amendment to the United States Constitution.

111. The District’s actions and application of the Statute are an unconstitutional abridgment of CEF’s due process rights because the District is permitted to interpret a Statute in a way that treats CEF differently from other similarly situated groups on the basis of the content and viewpoint of CEF’s message.

112. The District’s actions and application of the Statute are an unconstitutional abridgment of CEF’s due process rights because men of common intelligence must necessarily guess at its meaning and differ as to its application.

113. The Statute, as applied and construed by the District, is vague in that the District itself interpreted the Statute to permit CEF as a partner for several previous years. The District recently reviewed existing partners and re-interpreted the Statute and consequently terminated CEF's membership as a Community Partner.

114. The Statute, as applied and construed by the District, is not supported by a compelling governmental interest sufficient to justify its enactment.

115. The Statute, as applied and construed by the District, is not the least restrictive means to accomplish any permissible government purpose sought to be served by the actions.

116. The Statute, as applied and construed by the District, imposes irrational and unjustifiable restrictions on CEF.

117. The District, in violation of the Due Process Clause, has caused, and will continue to cause, CEF to suffer undue and actual hardship and irreparable injury.

118. CEF has no adequate remedy at law to correct the continuing deprivations of CEF's most cherished constitutional liberties.

119. As a direct and proximate result of the District's continuing violations of CEF's rights, CEF has in the past and will continue to suffer in the future direct and consequential damages, including but not limited to, the loss of the ability to exercise its constitutional rights.

WHEREFORE, CEF respectfully prays that the Court grant the relief set forth herein.

**PRAYER FOR RELIEF**

WHEREFORE, CEF prays for judgment as follows:

A. That this Court issue Preliminary and Permanent injunctions, enjoining the District's application of the Statute, and enjoining the District, the District's officers, agents, employees and all other persons acting in active concert with them, from enforcing the Statute as applied by the District against CEF so that:

1. The District must allow CEF to be reinstated as a Community Partner, included in the Community Program registration form under "class choices" and also allowed equal access to facilities of the District, including the after-school activities bus, on an equal basis with other non-religious groups that are permitted to use the after-school activities bus and other school facilities.
2. The District will not use the Statute in any manner to infringe on CEF's Constitutional rights.

B. That this Court render a Declaratory Judgment declaring the District's application of the Statute unconstitutional under the United States Constitution and declaring that the District, its officers, agents, employees and other persons acting in active concert with them, unlawfully obstructed CEF from exercising CEF's constitutionally-protected rights, so that:

1. The District must allow CEF to be reinstated as a Community Partner, included in the Community Program registration form under “class choices” and also allowed equal access to facilities of the District, including the after-school activities bus, on an equal basis with other non-religious groups that are permitted to use the after-school activities bus and other school facilities.
2. The District will not use the Statute in any manner to infringe on CEF’s Constitutional rights.

C. That this Court adjudge, decree, and declare the rights and other legal relations with the subject matter here in controversy, in order that such declaration shall have the force and effect of final judgment;

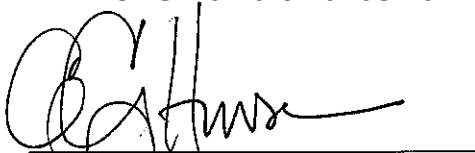
D. That this Court retain jurisdiction of this matter for the purpose of enforcing this Court’s order;

E. That this Court award CEF the reasonable costs and expenses of this action, including attorney’s fees, in accordance with 42 U.S.C. § 1988.

F. That this Court award CEF such damages as are just and appropriate.

G. That this Court grant such other and further relief as this Court deems equitable and just under the circumstances.

Respectfully Submitted,



Craig Howse  
Jamie Anderson  
Howse & Thompson, P.A.  
3189 Fernbrook Lane N.  
Plymouth, MN 55447  
Telephone: (763) 577-0150  
Telefacsimile: (763) 577-0151  
Attorneys for CEF

/s/Stephen M. Crampton  
Stephen M. Crampton\*  
Mississippi Bar No. 9952  
Matthew H. Krause\*  
TX Bar No. 24060117  
LIBERTY COUNSEL  
100 Mountain View Road  
Lynchburg, VA 24502  
Telephone: (434) 592-7000  
Telefacsimile: (434) 592- 7700  
Attorney for CEF

\*Pending admission pro hac vice



CIVIL COVER SHEET

The JS 44 civil coversheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON THE REVERSE OF THE FORM.)

I. (a) PLAINTIFFS DEFENDANTS
(b) County of Residence of First Listed Plaintiff (EXCEPT IN U.S. PLAINTIFF CASES)
(c) Attorney's (Firm Name, Address, and Telephone Number)
County of Residence of First Listed Defendant (IN U.S. PLAINTIFF CASES ONLY)
NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE LAND INVOLVED.
Attorneys (If Known)

II. BASIS OF JURISDICTION (Place an "X" in One Box Only)
III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)
1 U.S. Government Plaintiff
2 U.S. Government Defendant
3 Federal Question (U.S. Government Not a Party)
4 Diversity (Indicate Citizenship of Parties in Item III)
Citizen of This State
Citizen of Another State
Citizen or Subject of a Foreign Country
PTF DEF
1 1 Incorporated or Principal Place of Business In This State
2 2 Incorporated and Principal Place of Business In Another State
3 3 Foreign Nation
PTF DEF
4 4
5 5
6 6

IV. NATURE OF SUIT (Place an "X" in One Box Only)
CONTRACT TORTS FORFEITURE/PENALTY LABOR IMMIGRATION BANKRUPTCY SOCIAL SECURITY FEDERAL TAX SUITS OTHER STATUTES
110 Insurance
120 Marine
130 Miller Act
140 Negotiable Instrument
150 Recovery of Overpayment & Enforcement of Judgment
151 Medicare Act
152 Recovery of Defaulted Student Loans (Excl. Veterans)
153 Recovery of Overpayment of Veteran's Benefits
160 Stockholders' Suits
190 Other Contract
195 Contract Product Liability
196 Franchise
PERSONAL INJURY
310 Airplane
315 Airplane Product Liability
320 Assault, Libel & Slander
330 Federal Employers' Liability
340 Marine
345 Marine Product Liability
350 Motor Vehicle
355 Motor Vehicle Product Liability
360 Other Personal Injury
PERSONAL INJURY
362 Personal Injury - Med. Malpractice
365 Personal Injury - Product Liability
368 Asbestos Personal Injury Product Liability
PERSONAL PROPERTY
370 Other Fraud
371 Truth in Lending
380 Other Personal Property Damage
385 Property Damage Product Liability
610 Agriculture
620 Other Food & Drug
625 Drug Related Seizure of Property 21 USC 881
630 Liquor Laws
640 R.R. & Truck
650 Airline Regs.
660 Occupational Safety/Health
690 Other
422 Appeal 28 USC 158
423 Withdrawal 28 USC 157
PROPERTY RIGHTS
820 Copyrights
830 Patent
840 Trademark
LABOR
710 Fair Labor Standards Act
720 Labor/Mgmt. Relations
730 Labor/Mgmt. Reporting & Disclosure Act
740 Railway Labor Act
790 Other Labor Litigation
791 Empl. Ret. Inc. Security Act
IMMIGRATION
462 Naturalization Application
463 Habeas Corpus - Alien Detainee
465 Other Immigration Actions
861 HIA (1395ff)
862 Black Lung (923)
863 DIWC/DIWW (405(g))
864 SSID Title XVI
865 RSI (405(g))
870 Taxes (U.S. Plaintiff or Defendant)
871 IRS—Third Party 26 USC 7609
850 Securities/Commodities/Exchange
875 Customer Challenge 12 USC 3410
890 Other Statutory Actions
891 Agricultural Acts
892 Economic Stabilization Act
893 Environmental Matters
894 Energy Allocation Act
895 Freedom of Information Act
900 Appeal of Fee Determination Under Equal Access to Justice
950 Constitutionality of State Statutes

V. ORIGIN (Place an "X" in One Box Only)
1 Original Proceeding
2 Removed from State Court
3 Remanded from Appellate Court
4 Reinstated or Reopened
5 Transferred from another district (specify)
6 Multidistrict Litigation
7 Appeal to District Judge from Magistrate Judgment

VI. CAUSE OF ACTION
Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):
Brief description of cause:

VII. REQUESTED IN COMPLAINT:
CHECK IF THIS IS A CLASS ACTION UNDER F.R.C.P. 23
DEMAND \$
CHECK YES only if demanded in complaint:
JURY DEMAND: Yes No

VIII. RELATED CASE(S) IF ANY
(See instructions): JUDGE DOCKET NUMBER

DATE SIGNATURE OF ATTORNEY OF RECORD

FOR OFFICE USE ONLY
RECEIPT # AMOUNT APPLYING IFP JUDGE MAG. JUDGE

## INSTRUCTIONS FOR ATTORNEYS COMPLETING CIVIL COVER SHEET FORM JS 44

### Authority For Civil Cover Sheet

The JS 44 civil cover sheet and the information contained herein neither replaces nor supplements the filings and service of pleading or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. Consequently, a civil cover sheet is submitted to the Clerk of Court for each civil complaint filed. The attorney filing a case should complete the form as follows:

**I. (a) Plaintiffs-Defendants.** Enter names (last, first, middle initial) of plaintiff and defendant. If the plaintiff or defendant is a government agency, use only the full name or standard abbreviations. If the plaintiff or defendant is an official within a government agency identify first the agency and then the official, giving both name and title.

(b) County of Residence. For each civil case filed, except U.S. plaintiff cases, enter the name of the county where the first listed plaintiff resides at the time of filing. In U.S. plaintiff cases, enter the name of the county in which the first listed defendant resides at the time of filing. (NOTE: In land condemnation cases, the county of residence of the "defendant" is the location of the tract of land involved.)

(c) Attorneys. Enter the firm name, address, telephone number, and attorney of record. If there are several attorneys, list them on an attachment, noting in this section "(see attachment)".

**II. Jurisdiction.** The basis of jurisdiction is set forth under Rule 8(a), F.R.C.P., which requires that jurisdictions be shown in pleadings. Place an "X" in one of the boxes. If there is more than one basis of jurisdiction, precedence is given in the order shown below.

United States plaintiff. (1) Jurisdiction based on 28 U.S.C. 1345 and 1348. Suits by agencies and officers of the United States are included here.

United States defendant. (2) When the plaintiff is suing the United States, its officers or agencies, place an "X" in this box.

Federal question. (3) This refers to suits under 28 U.S.C. 1331, where jurisdiction arises under the Constitution of the United States, an amendment to the Constitution, an act of Congress or a treaty of the United States. In cases where the U.S. is a party, the U.S. plaintiff or defendant code takes precedence, and box 1 or 2 should be marked.

Diversity of citizenship. (4) This refers to suits under 28 U.S.C. 1332, where parties are citizens of different states. When Box 4 is checked, the citizenship of the different parties must be checked. (See Section III below; federal question actions take precedence over diversity cases.)

**III. Residence (citizenship) of Principal Parties.** This section of the JS 44 is to be completed if diversity of citizenship was indicated above. Mark this section for each principal party.

**IV. Nature of Suit.** Place an "X" in the appropriate box. If the nature of suit cannot be determined, be sure the cause of action, in Section V below, is sufficient to enable the deputy clerk or the statistical clerks in the Administrative Office to determine the nature of suit. If the cause fits more than one nature of suit, select the most definitive.

**V. Origin.** Place an "X" in one of the seven boxes.

Original Proceedings. (1) Cases which originate in the United States district courts.

Removed from State Court. (2) Proceedings initiated in state courts may be removed to the district courts under Title 28 U.S.C., Section 1441. When the petition for removal is granted, check this box.

Remanded from Appellate Court. (3) Check this box for cases remanded to the district court for further action. Use the date of remand as the filing date.

Reinstated or Reopened. (4) Check this box for cases reinstated or reopened in the district court. Use the reopening date as the filing date.

Transferred from Another District. (5) For cases transferred under Title 28 U.S.C. Section 1404(a). Do not use this for within district transfers or multidistrict litigation transfers.

Multidistrict Litigation. (6) Check this box when a multidistrict case is transferred into the district under authority of Title 28 U.S.C. Section 1407. When this box is checked, do not check (5) above.

Appeal to District Judge from Magistrate Judgment. (7) Check this box for an appeal from a magistrate judge's decision.

**VI. Cause of Action.** Report the civil statute directly related to the cause of action and give a brief description of the cause. **Do not cite jurisdictional statutes unless diversity.** Example: U.S. Civil Statute: 47 USC 553

Brief Description: Unauthorized reception of cable service

**VII. Requested in Complaint.** Class Action. Place an "X" in this box if you are filing a class action under Rule 23, F.R.Cv.P.

Demand. In this space enter the dollar amount (in thousands of dollars) being demanded or indicate other demand such as a preliminary injunction.

Jury Demand. Check the appropriate box to indicate whether or not a jury is being demanded.

**VIII. Related Cases.** This section of the JS 44 is used to reference related pending cases if any. If there are related pending cases, insert the docket numbers and the corresponding judge names for such cases.

**Date and Attorney Signature.** Date and sign the civil cover sheet.