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*Local Counsel*

*Attorneys for Plaintiff Ryan Arneson*

**IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF ARIZONA**

Ryan Arneson,  
Plaintiff,

vs.

Maricopa County Community College  
District; South Mountain Community  
College; Rufus Glasper, in his official  
capacity as Chancellor of the Maricopa  
County Community Colleges; Dr.  
Shari Olson, in her official capacity as  
President of South Mountain  
Community College; Buddy Cheeks,  
individually and in his official capacity  
as Director of Student Life &  
Leadership at South Mountain  
Community College,  
Defendants.

Case No.  
Judge

**VERIFIED COMPLAINT FOR  
DECLARATORY AND  
INJUNCTIVE RELIEF AND  
NOMINAL DAMAGES**



1 **DEFENDANTS**

2 9. Defendant Maricopa County Community College District (MCCCD) is the  
3 entity that is responsible for establishing general policies and plans for the operation of  
4 all colleges in the MCCCD system.

5 10. Defendant South Mountain Community College (SMCC) is a college in  
6 the MCCCD system and has established its own policies and regulations.

7 11. Defendant Rufus Glasper (Glasper) is Chancellor of the MCCCD system.  
8 In his official capacity, Glasper oversees all aspects of every college in the MCCCD  
9 system. This includes oversight of and responsibility for policies that regulate and  
10 control expression at colleges in the MCCCD college system. This Defendant is sued in  
11 his official capacity.

12 12. Defendant Dr. Shari Olson (Olsen) is President of SMCC. In her official  
13 capacity, Olsen oversees all aspects of SMCC. This includes oversight of policies that  
14 regulate and control expression and other activities taking place on SMCC's campus.  
15 This Defendant is sued in his official capacity.

16 13. Defendant Buddy Cheeks (Cheeks) is Director of Student Life &  
17 Leadership at SMCC. In his official capacity, Cheeks is responsible for administrating  
18 and interpreting regulations that pertain to expressive activities on SMCC's campus.  
19 This Defendant is sued in his individual and official capacities.

20 **STATEMENT OF FACTS**

21 **Character and History of SMCC Campus**

22 14. MCCCD is located in Maricopa County, Arizona and is one of the largest  
23 community college districts in the United States. MCCCD contains 10 colleges and 2  
24 skill centers that serve the greater Phoenix Area and the State of Arizona.

25 15. One of the public colleges in the MCCCD system is SMCC, located in  
26 Phoenix, Arizona. SMCC was established by the MCCCD on April 18, 1978.

27 16. SMCC has an annual enrollment of approximately 10,000 students, along  
28 with approximately 350 faculty members. SMCC has four separate locations in Phoenix:

1 the Main Campus located at 7050 S. 24th Street, the Ahwatukee Foothills Center located  
2 at 10429 South 51st Street, the Guadalupe Center located at 9233 S. Avenida del Yaqui,  
3 and the Laveen Center located at 5001 W. Dobbins Road. The Main Campus covers  
4 approximately 104 acres.

5 17. The SMCC Main Campus blends in with the City of Phoenix. Various  
6 streets run around and through the Main Campus. The campus is bounded by East  
7 Vineyard Road to the north, a subdivision to the west, South 28th Street to the south, and  
8 South 24th Street to the east.

9 18. At SMCC's Main Campus in Phoenix, there are no fences or barricades on  
10 the perimeter of the campus to prevent members of the general public from having  
11 access to the campus.

12 19. The Main Campus is open to the public at large and SMCC allows  
13 individuals not affiliated with the college to have free access onto the grounds.

14 20. The Main Campus contains many open accessible areas on the grounds,  
15 consisting of sidewalks, park-like areas, pedestrian malls, and other public ways,  
16 including the amphitheatre near the Performing Arts Center, the pedestrian malls near  
17 the Student Union and Learning Resource Center, the patios near the Student Services  
18 buildings, the park behind the Learning Resource Center, the sidewalks on the interior of  
19 campus, and the sidewalks along East Vineyard Road, South 28th Street, and South 24th  
20 Street. These outside areas are physically indistinguishable from public parks, public  
21 sidewalks, and public pedestrian malls found in the City of Phoenix.

22 21. The open, accessible spaces on the grounds of the SMCC Main Campus  
23 are particularly suitable for expression and the free exchange of ideas. Individuals not  
24 affiliated with SMCC frequent the grounds for various reasons, including picnicking,  
25 walking, and jogging. Non-affiliated individuals regularly cut through the campus to  
26 move about the City of Phoenix. And students commonly use these public areas to  
27 congregate and converse. One-on-one conversation and literature distribution in these  
28 areas do not disrupt or hinder SMCC's educational goals.

**Desired Speech of Arneson**

1  
2           22. Arneson is an evangelical Christian who works full time as a minister for  
3 his faith. As a tenet of his faith, and as part of his job, Arneson conveys his religious  
4 beliefs to others in public.

5           23. To carry out this duty, Arneson often visits public universities and colleges  
6 and expresses his religious views with those found on campus. Arneson wants to reach  
7 the next generation with his message, and the open, accessible areas of college campus  
8 environment offer Arneson excellent venues for his purpose.

9           24. Because he lives in close proximity, Arneson wants to share his beliefs on  
10 SMCC's Main Campus in Phoenix.

11           25. Arneson expresses his religious beliefs through conversation and religious  
12 literature. He typically engages in these expressive activities as an individual, but he  
13 occasionally does so with a small group of friends.

14           26. Arneson relies on conversation and literature distribution because he finds  
15 these particular means effective and inexpensive.

16           27. Arneson's message focuses on the benefits of a relationship with Jesus  
17 Christ. Specifically, Arneson communicates that God has begun to establish his  
18 Kingdom and redeem the world through Jesus' life, death, and resurrection. Arneson  
19 encourages people to enter into and align themselves with this Kingdom and receive  
20 salvific benefits by placing their trust in Jesus. Arneson also addresses how his religious  
21 beliefs relate to current moral and social issues.

22           28. Arneson's standard practice is to address people in a conversational tone  
23 as they walk by, and ask whether they would like to know about Jesus or receive a  
24 pamphlet about Jesus. If that person declines, Arneson moves on to someone else.

25           29. When doing this, Arneson does not harass anyone. He always conducts  
26 himself in a peaceful manner. He makes no attempt to solicit funds or membership to  
27 any organization. He does not attempt to gather any signatures. He does not force  
28

1 anyone to listen to him or to accept literature from him. Nor does Arneson litter or create  
2 congestion. He seeks out consensual one-on-one communications.

3 **Arneson's Expression at SMCC's Main Campus**

4 30. In April of 2009, Arneson spoke with Mike Lewis, a gentleman who  
5 worked at SMCC. Arneson mentioned that he would like to express his religious beliefs  
6 to students at SMCC. Lewis responded that Arneson could probably come and express  
7 his beliefs, but indicated that he would have to confirm his assumption and let Arneson  
8 know.

9 31. Approximately one week later, Lewis forwarded an email to Arneson from  
10 the Director of Student Life & Leadership (Cheeks) in which Cheeks confirmed that  
11 Arneson could come and speak on SMCC's campus.

12 32. Following this email, on May 6, 2009, Arneson went to SMCC's campus  
13 to share his beliefs. He went directly to the Student Life Office and found Cheeks there.  
14 Cheeks then escorted Arneson to a designated table in the patio area in front of what was  
15 then the SMCC Library (and is now the Learning Resource Center). This patio area was  
16 underneath a canopy and resembled a pedestrian mall. Students and non-students  
17 gathered in this busy area as they mingled and talked. The area was relatively noisy and  
18 compatible with expression.

19 33. After Cheeks and Arneson chatted for awhile, Cheeks left to let Arneson  
20 engage in his desired expression. Though Arneson did not wish to be confined to this  
21 specific spot, he still wanted to share his message to students in some conceivable way.  
22 Hence, Arneson stayed near his assigned table and engaged students in conversation  
23 about Christianity as they passed by. Arneson participated in this activity for  
24 approximately four hours without incident.

25 34. Later that summer, on July 28, 2009, Arneson contacted Cheeks again and  
26 requested dates when he could return to SMCC campus during the upcoming fall 2009  
27 semester to express his beliefs. On August 3, 2009, Cheeks forwarded Arneson an email  
28 stating that Arneson could return to SMCC on particular dates during the fall 2009

1 semester and express his beliefs. Arneson went to SMCC on these specified dates that  
2 fall and shared his views in the same location and in the same manner as he did before.

3 35. In the next year, Arneson followed the same procedure as he had followed  
4 before. He contacted Cheeks during the summer of 2010 and obtained dates on which he  
5 could express his beliefs at SMCC during the fall 2010 semester. And, just as he had  
6 done previously, Arneson engaged in consensual one-on-one conversations and  
7 distributed literature during that fall 2010 semester without triggering any disturbance.

8 **SMCC's Censorship of Arneson's Expression**

9 36. Despite Arneson's history and willingness to continue non-disruptive  
10 expressive activities, SMCC abruptly changed its stance toward Arneson's expression in  
11 2011.

12 37. On January 4, 2011, Arneson went to SMCC's campus to secure dates for  
13 sharing his message during the upcoming spring 2011 semester. Like he had done in the  
14 past, Arneson notified Cheeks of his intentions.

15 38. During this conversation, Cheeks provided Arneson available dates upon  
16 which he could come and express his beliefs during the spring 2011 semester. But  
17 Cheeks informed Arneson that he would not be able to engage in expression for free at  
18 SMCC following the spring 2011 semester. If Arneson wanted to engage in any form of  
19 expression at SMCC after that semester, he would have to start paying fees.

20 39. Arneson was shocked to learn about this new requirement forcing him to  
21 pay fees since he never had to pay any fee in the past to express his beliefs on campus.  
22 Arneson left the meeting with Cheeks fearful of – and frustrated by – SMCC's newly-  
23 established fee requirement.

24 40. Confirming the regulation on expression, Cheeks sent an email to Arneson  
25 on January 26, 2011, reiterating that Arneson would have to pay fees after the 2011  
26 spring semester to engage in his expression at SMCC. Cheeks specified: "If you request  
27 to visit after the spring you will be required to follow the solicitation policy which  
28 requires you to pay for your visits."





1 to sell any product or service is responsible for obtaining any necessary tax  
2 licenses and must submit to the designated official a certificate of  
3 commercial liability insurance and pay to the college or center, in  
4 consideration for the opportunity for solicitation, a fee in the amount of \$50  
per day or \$125 per week (a week is defined as Tuesday, Wednesday, and  
Thursday).

5 B. Campus restrictions regarding location, time, date, and use of  
6 amplification may apply. All requests for space shall be granted on a first-  
7 come, first-served basis only upon completion of the requirements  
8 contained in this regulation.

9 C. All solicitation must take place at tables in designated areas.  
10 Standard space will be one or two tables and chairs. Solicitors may be  
11 limited to no more than fifty (50) hours of solicitation activity per semester  
at each college or center.

12 D. By requesting the opportunity for solicitation on the premises of a  
13 college or center, a solicitor warrants that it may lawfully sell or promote its  
14 product, service or idea and that such activity does not violate any law, and  
15 does not violate any trademark, copyright, or similar proprietary interest.  
The activity of any solicitor may not violate any existing Maricopa  
contract.

16 E. The president of every college or center shall establish for such  
17 location restrictions governing the activities of solicitors. Such restrictions  
18 shall supplement, but shall not replace or waive, this regulation.

19 F. A college may waive the fee prescribed in this regulation for any  
20 solicitor's participation in a special event if the college determines that such  
21 participation will be of particular educational benefit to the interests of that  
22 college's students (i.e., non-profits/501(c)3, the Armed Forces, and  
23 educational institutions offering transfer information); the participation is  
24 sponsored by a club, organization, or academic division; and the  
25 participation is approved by the college's Student Life and Leadership  
department. A college may waive both the fee and the insurance certificate  
26 requirements prescribed in this regulation for a student purporting to sell or  
27 promote a product or service at a special event, provided that:

- 28 i. Such product or service presents low risk of harm to a potential user;
- ii. The product or service is not food or food-related and;



1 Location: Solicitors will be directed to a college-designated area and be  
2 provided a table and chairs, unless otherwise specified by the college for a  
3 special event (see Planning, below). Due to space limitations, no more than  
4 three (3) solicitor(s) will be permitted on campus at any one time. No more  
5 than two (2) people may occupy any one space. Solicitors must remain  
6 within a five (5) foot radius of the above designated location. Solicitors will  
not in any way stop the flow of traffic, approach students or employees or  
disrupt the college environment. Students and employees may approach the  
solicitor of their own accord.

7 Cost: \$50 per day or \$125 per week (a week is defined as Tuesday,  
8 Wednesday and Thursday), non-refundable, and made payable to the  
9 college. This amount is due in the Office of Student Life & Leadership, or  
10 other college designated area, on a company or bank-issued cashier's check  
11 or money order at least five (5) business days prior to the scheduled campus  
visit. Some colleges also accept payment in the form of a corporate credit  
card.

12 Parking: A decal is not needed for the lots. *Driving is permitted on campus*  
13 *with specific permission.*

#### 14 **Required Documents**

15 The following documents must be approved and on file with the Office of  
16 Student Life & Leadership, or other college designated area.

17 At least 14 days in advance of your visit:

18 1. Facility Reservation OR SOLICITATION Request Form. Additional  
19 documents may be required or document names may vary, depending on  
20 the college location. Copies of the appropriate form(s) can be requested  
from the Office of Student Life & Leadership.

21 2. Proof of Insurance: A certificate of insurance displaying appropriate  
22 insurance coverage (\$1M General Liability, \$1M Auto Liability\*, \$500K  
23 Workers Comp\*), naming Maricopa County Community College District  
24 (MCCCD), 2411 W. 14<sup>th</sup> Street, Tempe, AZ 85281, as additional insured.  
(\*where applicable)

25 At least five (5) days in advance of your visit:

26 Campus Visit Fee: Make \$50 per day or \$125 per week non-refundable  
27 payment on a company or bank-issued cashier's check or money order,  
28 made payable to the college, or via corporate credit card.

1           **Planning**

2           Remember, the following steps need to be taken before your campus visit  
3           can take place.

4           1. Contact the Office of Student Life & Leadership, or other college  
5           designated area, to request a reservation.

6           2. Obtain and complete a Facility Reservation OR SOLICITATION  
7           Request Form and submit it to the Office of Student Life & Leadership.

8           3. Supply Proof of Insurance certificate to the Office of Student Life &  
9           Leadership or Public Relations Office.

10          4. Pay your Campus Visit Fee of \$50/day or \$125/week at the Office of  
11          Student Life & Leadership, or other college designated area.

12          One table and two chairs may be provided to each solicitor. Solicitors may  
13          place banners or signs on the table to encourage interest. Banners and signs  
14          may not be adhered to any surface. Note that availability of college  
15          provided table and chairs may vary by location/scheduled events.

16          **Special Requests and Considerations**

17          The availability of electricity, canopies and amplification varies among  
18          colleges. Please check with the Office of Student Life & Leadership, or  
19          other college designated area, for related inquiries.

20          Failure to comply with MCCCCD policies and administrative regulations  
21          could result in the termination of solicitor privileges on any or all college  
22          campuses.

23          45.    Given MCCCCD's and SMCC's solicitation policies, Arneson cannot  
24          express his religious message on the SMCC Main Campus as an individual or as part of  
25          a small group without first submitting an application 14 days before speaking, securing  
26          adequate insurance, paying \$50 per day or \$125 per week, and limiting his expression to  
27          certain designated areas. Moreover, these solicitation policies allow college officials to  
28          determine the location for expression without any criteria. While these policies exempt  
29          political expression from the harsh requirements, Arneson's expression is regulated.

1 46. Because MCCC'D's and SMCC's solicitation policies explicitly exempt  
2 various forms of political expression, these forms of political expression are covered by  
3 another policy --- MCCC'D's Policy entitled "Petition Signature Solicitation." This  
4 policy appears in §2.4.8 of MCCC'D's Policy Manual and reads as follows:

5 1. This regulation shall govern access to college premises by  
6 representatives who wish to solicit signatures on petitions for the purpose  
7 of submission of a ballot proposition to voters, or nomination of a candidate  
8 for elective office, in a city-, county-, or state-wide election.

9 2. Each college president shall designate general hours of accessibility  
10 for solicitation and a location on college premises where all representatives  
11 on behalf of any candidate or ballot proposition may solicit signatures. The  
12 location shall be in a common area where the solicitation will not serve as  
13 an obstruction to student activities or otherwise disrupt the college  
14 environment.

15 3. All solicitation must take place in designated areas. Standard space  
16 may include one or two tables and chairs. Campus restrictions regarding  
17 amplification will apply. Representatives may not distribute or make  
18 available to students, employees, or college visitors any tangible item,  
19 except for informational literature about the proposed candidate or ballot  
20 initiative.

21 4. Representatives shall notify the designated official at each college or  
22 center for their intent to be present on college premises no fewer than three  
23 working days prior to soliciting signatures. Upon obtaining authorization,  
24 representatives shall be provided a written version of this regulation.

25 47. As the policy makes clear, persons may solicit signatures for political  
26 purposes and distribute political information without having to comply with the  
27 burdensome requirements found in MCCC'D's and SMCC's solicitation policies.  
28 Specifically, a person seeking to solicit signatures for political purposes and distribute  
political information does not have to submit an application 14 days before speaking,  
agree to insure SMCC, or pay \$50 per day/\$125 per week to access SMCC. Arneson's  
speech does not fall under the conditions of MCCC'D's petition policy because Arneson  
wishes to express a religious message, not a political one.

**Impact of SMCC and MCCC'D Policies**

48. MCCC'D's and SMCC's solicitation policies impose severe restrictions on  
expression that have no bearing on academic programs or administrative processes.

1           49. These policies serve to chill and deter Arneson's expression. These  
2 policies adversely affect his speech in numerous ways.

3           50. The policies require any individual speaker to provide 14 days advance  
4 notice of their expression, even if engaging in literature distribution or one-on-one  
5 conversations. This requirement affects Arneson's expression because he does not  
6 necessarily know where he will be 14 days in advance. Circumstances could dictate a  
7 change in plans or schedule. Also, the desire to speak to students often comes upon  
8 Arneson spontaneously. Therefore, Arneson often feels compelled to speak  
9 spontaneously to students. But MCCCCD's and SMCC's policies preclude all  
10 spontaneous speech.

11           51. MCCCCD's and SMCC's solicitation policies also ban all expressive  
12 activities conducted by outside speakers anywhere on campus except for designated  
13 areas. SMCC previously allowed Arneson to engage in expression at a table in front of  
14 the SMCC Library. Arneson would like to engage in expression (one-on-one  
15 conversation, distribute literature and display signs) in many other open areas on the  
16 SMCC campus. He basically wants to conduct these activities in any open area where  
17 students can be found, such as the amphitheatre near the Performing Arts Center, the  
18 pedestrian malls near the Student Union and Learning Resource Center, the patios near  
19 the Student Services buildings, the park-like area behind the Learning Resource Center,  
20 the sidewalks on the interior of campus, and the sidewalks along East Vineyard Road,  
21 South 28th Street, and South 24th Street. Arneson is prevented from engaging in his  
22 desired activities in these areas because of MCCCCD's and SMCC's solicitation policies.

23           52. There is nothing in SMCC's solicitation policy that limits the discretion of  
24 officials in choosing where Arneson or other speakers may speak. As a result, SMCC  
25 officials can choose the location for a potential speaker based on disagreement with that  
26 speaker's message. This discretion is problematic for Arneson because it allows SMCC  
27 officials to effectively eliminate his message by placing him in an area with no audience.

28

1 Arneson fears that SMCC officials will threaten to place him in an obscure location if  
2 Arneson refuses to alter his message to their liking.

3 53. MCCCCD's and SMCC's solicitation policies also contain provisions  
4 requiring speakers to pay \$50 per day or \$125 per week for use of SMCC facilities.  
5 There is no exception for indigents in any of these provisions. Arneson cannot avoid  
6 these fees because they apply anywhere on campus. And these fees prevent Arneson  
7 from speaking on SMCC's campus as often as he would like.

8 54. MCCCCD's and SMCC's solicitation policies further require speakers to  
9 obtain insurance before they can speak on campus. And, the cost to obtain insurance  
10 varies on the content of a speaker's message. Arneson is thus held liable for the actions  
11 of third parties whom he cannot control and who may react in opposition to his message.

12 55. MCCCCD's solicitation policy allows officials to possibly waive the fee  
13 requirement and insurance requirement if Arneson qualifies as a "special event" as  
14 defined under the policy, but there is no guarantee that Arneson will qualify as a "special  
15 event," since he wants to engage in one-on-one religious expression. And even if  
16 Arneson did qualify as a "special event," there is no guarantee that officials would  
17 always waive the fee and insurance requirement. MCCCCD's solicitation policy gives  
18 officials unbounded discretion to waive or not waive these requirements for any reason.  
19 Arneson fears that college officials will use this discretion to discriminate against his  
20 message or force him to alter his message under the threat of having to pay fees and  
21 obtain insurance.

22 56. MCCCCD's and SMCC's solicitation policies explicitly exclude political  
23 expression and do not require political expression to comply with the burdensome  
24 requirements found in MCCCCD's and SMCC's solicitation policies. Political expression,  
25 unlike Arneson's religious expression, need only comply with the minimal requirements  
26 found in MCCCCD's Petition Policy. In light of the differential treatment of expression  
27 based solely on the content of that expression, MCCCCD and SMCC effectively  
28 discriminate against – and censor – religious messages and viewpoints like Arneson's.





- 1 f. allow the exercise of unbridled discretion;
- 2 g. fail to contain an exception allowing for indigent's free expression;
- 3 h. create a content-based heckler's veto that allows Arneson to be
- 4 silenced because of hostile audiences;
- 5 i. lack narrow tailoring, fail to achieve any legitimate government
- 6 purpose, and fail to leave open alternative avenues for expression; and
- 7 j. are unreasonable.

8 63. Defendants have no legitimate reason that can justify the restrictions on  
9 Arneson's expression.

10 64. Defendants' policies and practices, and the enforcement thereof, thus  
11 violate the Free Speech Clause of the First Amendment to the United States  
12 Constitution, made applicable to the states through the Fourteenth Amendment.

13 WHEREFORE, Arneson respectfully prays the Court grant the equitable and  
14 legal relief set forth in the prayer for relief.

15 **SECOND CAUSE OF ACTION**

16 **Violation of the Due Process Clause**

17 65. Defendants' policies and practices are vague and lack sufficient objective  
18 standards to curtail the discretion of officials. This allows Defendants ample opportunity  
19 to enforce the policies in an *ad hoc*, arbitrary, and discriminatory manner.

20 66. Defendants have no compelling or legitimate reason that can justify their  
21 vague policies.

22 67. The policies and practices, and Defendants' enforcement thereof, violate  
23 the Due Process Clause of the Fourteenth Amendment to the United States Constitution.

24 WHEREFORE, Arneson respectfully prays the Court grant the equitable and  
25 legal relief set forth hereinafter in the prayer for relief.

26 **THIRD CAUSE OF ACTION**

27 **Violation of Equal Protection**

28 68. Under their policies and practices, Defendants single out and impose

1 harsher restrictions and barriers on those expressing religious messages than those  
2 expressing political messages.

3 69. In so doing, Defendants allow similarly-situated speakers to easily access  
4 SMCC's campus and speak on campus, but, through their policies and practices, impose  
5 harsh restrictions on Arneson and prevent him from accessing SMCC's campus to  
6 express his religious message.

7 70. Defendants' enforcement of their policies and practices intentionally treats  
8 Arneson differently than other similarly-situated speakers based on the viewpoint and  
9 content of their expression.

10 71. Defendants have no compelling or legitimate reason that would justify  
11 their disparate treatment of Arneson.

12 72. The policies and practices, and defendants' enforcement thereof, therefore  
13 violate the Equal Protection Clause of the Fourteenth Amendment to the United States  
14 Constitution.

15 WHEREFORE, Arneson respectfully prays the Court grant the equitable and  
16 legal relief set forth in the prayer for relief.

17 **PRAYER FOR RELIEF**

18 WHEREFORE, Arneson respectfully prays for relief in that this Court:

19 A. Assume jurisdiction over this action;

20 B. Enter a judgment and decree declaring that MCCC'D's and SMCC's  
21 solicitation policies are each unconstitutional on their face and as-applied to Arneson's  
22 desired speech (conversation and literature distribution) because they violate Arneson's  
23 rights and the rights of third parties not before the Court, as guaranteed under the First  
24 and Fourteenth Amendments to the United States Constitution;

25 C. Enter a preliminary and permanent injunction enjoining Defendants, their  
26 agents, officials, servants, employees, and all persons in active concert or participation  
27 with them, or any of them, from applying MCCC'D's and SMCC's solicitation policies  
28 so as to restrict constitutionally-protected speech of non-college speakers, including

1 Arneson, on open public areas on the SMCC Main Campus;

2 D. Adjudge, decree, and declare the rights and other legal relations with the  
3 subject matter here in controversy, in order that such declaration shall have the force and  
4 effect of final judgment;

5 E. Award Arneson nominal damages arising from the acts of the Defendants  
6 as an important vindication of the constitutional rights;

7 F. Award Arneson his costs and expenses of this action, including reasonable  
8 attorneys' fees, in accordance with 42 U.S.C. § 1988 and other applicable law; and

9 G. Grant such other and further relief as appears to this Court to be equitable  
10 and just.

11 Respectfully submitted this 29<sup>th</sup> day of December, 2011.

12 By:

13 Nathan W. Kellum\*  
14 TN BAR #13482; MS BAR # 8813  
Jonathan Scruggs\*  
15 TN Bar # 025679  
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s/ Christopher R. Stovall  
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*Local Counsel*

Attorney for Plaintiff Ryan Arneson


19  
20 Attorneys for Plaintiff Ryan Arneson

21 \*Motion for admission *pro hac vice* forthcoming  
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**VERIFICATION**

1 I, the undersigned, a citizen of the United States and resident of the State of  
2 Arizona, have read the foregoing Verified Complaint and declare under penalty of  
3 perjury, under the laws of the State of Arizona, that the foregoing is true and  
4 correct.  
5

6 Dated this 29<sup>th</sup> day of December, 2011.

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RYAN ARNESON