

IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF OKLAHOMA

(1) COWBOYS FOR LIFE, (2) JENNIFER M. ORTMAN, and (3) JOSHUA R. BOWMAN,

Plaintiffs,

v.

(1) BRIAN K. SAMPSON, Director of Campus Life at Oklahoma State University; (2) LEE BIRD, Vice President for Student Affairs at Oklahoma State University; (3) BURNS HARGIS, President of Oklahoma State University; (4) JASON RAMSEY, Chief Executive Officer for the Board of Regents of the Oklahoma Agricultural & Mechanical Colleges; (5) ANDY LESTER, (6) TUCKER LINK, (7) CALVIN J. ANTHONY, (8) DOUGLAS E. BURNS, (9) RICK DAVIS, (10) JOE D. HALL, (11) JAY L. HELM, (12) JIM REESE, and (13) LOU WATKINS, members of the Board of Regents of the Oklahoma Agricultural and Mechanical Colleges; (14) FLINT HOLBROOK, (15) BLAINE HUFNAGEL, (16) SHANNON MALLORY, (17) CADE BROADBENT, (18) ANDREW MARTIN, (19) MITCHELL EARL, (20) J.D. CHANCELLOR, (21) MOLLIE FIELD, (22) RACHEL YAUK, (23) BRENTLEY LINDSEY, (24) JOSH HILLARD, (25) LEAH UNDERWOOD, (26) STEPHANIE EASTERLY, (27) ALEXANDRIA MEYER, (28) SEAN BASER, (29) JACOB SELF, (30) CHACEY SCHOEPPPEL, (31) CRAIG COMPTON, (32) MAX WIEBRECHT, (33) LOGAN SCOTT, (34) RACHEL BENBROOK, (35) KALEY UPTERGROVE, (36) EMILY JONES, (37) MATT MANSEL, (37) MACKENZIE MCDANIEL, (38) MICHAEL SWEENEY, (39) ERIN SCANLAN, (40) DONNIE WORTH, (41) MATTHEW YOUNG, (42) NICK CAIN, (43) TEMITOPE AKANDE, (44) STEPHEN ROGERS, (45) MIKE MERIT, (46) JESSALYN MCALISTER, and (47–77) DOES 1–30 members of the Student Government Association at Oklahoma State University,

Defendants.

Case No. CIV-13-86-M

COMPLAINT

Plaintiffs Cowboys for Life, Jennifer M. Ortman, and Joshua R. Bowman, by and through counsel, and for their Complaint against Defendants, hereby state as follows:

INTRODUCTION

1. Oklahoma State University holds itself out as one of the preeminent public universities in the state, and the allure of this reputation leads many men and women, young and old, to pursue academic studies at this university. But in reality, these students are entering a university that, by policy and practice, squelches their most cherished First Amendment freedoms.

2. By policy and practice, Oklahoma State University claims the unchecked right to regulate the location of student expression and assembly on campus. It requires students to obtain administrative permission to hold any events in the outdoor venues of campus, and then gives administrators unbridled discretion in assigning locations and imposing restrictions on these events. Likewise, it gives administrators unbridled discretion over whether, when, and where students may distribute literature in the outdoor areas of campus. In so doing, it fails to protect students against content and viewpoint discrimination.

3. Utilizing the unbridled discretion afforded them under the University's policies, Defendants prohibited Plaintiffs from holding a pro-life display in a high-traffic area of campus, relegated Plaintiffs to less-travelled areas, imposed *ad hoc* restrictions on Plaintiffs' expression that they did not apply to similarly situated students, and interfered with Plaintiffs' efforts to distribute literature and display hand-held signs in the outdoor venues of campus. Defendants further required Plaintiffs to post "warning signs" around their display, something that Plaintiffs did not desire to do as it would discourage passersby from visiting their display. After the display, Defendants coordinated and launched a retaliatory investigation of Plaintiffs, claiming that they had violated the *Student Code of Conduct* as they expressed their pro-life beliefs and viewpoints.

4. Defendants took these actions because of the content and viewpoint of Plaintiffs' expression, because they feared that Plaintiffs' expression would prompt complaints, and because they wanted to pacify those offended by Plaintiffs' expression. In so doing, Defendants violated Plaintiffs' constitutional rights and caused irreparable injury to Plaintiffs.

5. This action is premised on the United States Constitution concerning the denial of Plaintiffs' fundamental rights to free speech, freedom from retaliation, freedom from unconstitutional conditions, equal protection, and due process. The aforementioned policies and actions are challenged on their face and as applied to Plaintiffs. Defendants' policies and actions have deprived and will continue to deprive Plaintiffs of their paramount rights and guarantees under the United States Constitution.

6. Each and every act of Defendants alleged herein was committed by Defendants, each and every one of them, under the color of state law and authority.

JURISDICTION & VENUE

7. This civil rights action raises federal questions under the United States Constitution, particularly the First and Fourteenth Amendments, and the Civil Rights Act of 1871, 42 U.S.C. § 1983.

8. This Court has original jurisdiction over these federal claims pursuant to 28 U.S.C. § 1331 as they raise federal questions under the First and Fourteenth Amendments and pursuant to 28 U.S.C. § 1343 as they seek to redress deprivations of constitutional rights and to secure equitable relief and damages under 42 U.S.C. § 1983.

9. This Court has authority to award the requested damages pursuant to 28 U.S.C. § 1343, the requested declaratory relief pursuant to 28 U.S.C. §§ 2201–02, the requested injunctive relief pursuant to 28 U.S.C. § 1343 and FED. R. CIV. P. 65, and the requested costs and attorneys fees pursuant to 42 U.S.C. § 1988.

10. The venue in this action is properly within this district and division pursuant to

28 U.S.C. § 1391(b) because Defendants are situated within this judicial district and all or a substantial part of acts described in this Complaint occurred within this judicial district and division.

PLAINTIFFS

11. Plaintiff Cowboys for Life is an unincorporated expressive student organization made up of Oklahoma State University (OSU) students. Cowboys for Life was founded to defend the right of the unborn and to awake consciousness and awareness in the OSU community about the catastrophic effects of abortion for all persons involved and our moral duty to stop its practice. Cowboys for Life is a registered student organization (RSO) at OSU, and is thereby entitled to all the rights, privileges, and benefits that accompany that status. It brings this action on its own behalf and on behalf of its individual student members.

12. Plaintiff Jennifer M. Ortman is a student at OSU and serves as the president of Cowboys for Life. She brings this action both in her capacity as president of the Cowboys for Life and in her individual capacity.

13. Plaintiff Joshua R. Bowman is a student at OSU and serves as the vice president of Cowboys for Life. He brings this action both in his capacity as vice president of the Cowboys for Life and in his individual capacity.

14. To achieve their goals, Cowboys for Life and its members invited Justice for All to OSU in 2011 and 2012. Justice for All is a non-profit organization dedicated to “training thousands to make abortion unthinkable for millions, one person at a time.”

15. Plaintiffs Ortman and Bowman, pursuant to their sincerely held religious and pro-life beliefs, desire to distribute pro-life literature on the campus of OSU without facing censorship or punishment in order to inform and persuade their fellow students and others in the OSU community.

DEFENDANTS

16. Defendant Brian K. (“Kent”) Sampson is, and was at all times relevant to this Complaint, the Director of Campus Life at Oklahoma State University.

17. Mr. Sampson’s duties include, among others, creating, reviewing, authorizing, and enforcing the policies governing the conduct of students and student organizations at OSU—including the policies used to exclude Cowboys for Life from highly trafficked areas of campus and to restrict its ability to leaflet peacefully near the Student Union.

18. Mr. Sampson is responsible for making final decisions on all student organization matters, including making the decision to exclude Cowboys for Life from highly trafficked areas of campus and to restrict its ability to leaflet peacefully near the Student Union. He is sued in both his individual and official capacities.

19. Defendant Lee Bird is, and was at all times relevant to this Complaint, the Vice President for Student Affairs at Oklahoma State University.

20. Ms. Bird’s duties include, among others, overseeing the Director of Campus Life and creating, reviewing, authorizing, and enforcing the policies governing the conduct of students and student organizations at OSU—including the policies used to exclude Cowboys for Life from highly trafficked areas of campus and to restrict its ability to leaflet peacefully near the Student Union.

21. Ms. Bird is responsible for making final decisions on all student organization matters, including making the decision to exclude Cowboys for Life from highly trafficked areas of campus and to restrict its ability to leaflet peacefully near the Student Union. She is sued in both her individual and official capacities.

22. Defendant Burns Hargis is, and was at all times relevant to this Complaint, the President of Oklahoma State University. Mr. Hargis’ duties include, among others, authorizing and executing the policies governing faculty and students at OSU and oversee-

ing the operation and management of OSU.

23. As president, Mr. Hargis possesses the power to veto any act of any council, faculty, administrator, or committee at OSU.

24. Mr. Hargis failed to veto the decisions to exclude Cowboys for Life from highly trafficked areas of campus and to restrict its efforts to leaflet peacefully near the Student Union, and thus, he has thereby approved those decisions.

25. Mr. Hargis not only authorized, approved, or implemented the policies used to deny Cowboys for Life access to highly trafficked areas of campus and to restrict its ability to leaflet peacefully near the Student Union, but he also failed to stop OSU officials from applying those policies to Cowboys for Life.

26. Mr. Hargis is ultimately responsible for administration and policymaking for OSU, including the policies challenged herein. He is sued in both his individual and official capacities.

27. Defendants Andy Lester, Tucker Link, Calvin J. Anthony, Douglas E. Burns, Rick Davis, Joe D. Hall, Jay L. Helm, Jim Reese, and Lou Watkins are, and were at all times relevant to this Complaint, members of the Board of Regents of the Oklahoma Agricultural and Mechanical Colleges (hereafter, "Regent Defendants"). These defendants' duties include, among others, the adoption and authorization of policies that govern students at Oklahoma State University (including the policies discussed and challenged herein) and the oversight of operation of OSU. The defendants named in this paragraph are sued in their official capacities only.

28. Defendant Jason Ramsey is, and was at all times relevant to this Complaint, the Chief Executive Officer of the Board of Regents of the Oklahoma Agricultural and Mechanical Colleges. His duties include, among others, the execution and implementation

of all decisions of the Board of Regents, including the policies that govern students at Oklahoma State University (including the policies discussed and challenged herein) and that oversee of operation of OSU. He is sued in his official capacity only.

29. Defendants Flint Holbrook, Blaine Hufnagel, Shannon Mallory, Cade Broadbent, Andrew Martin, Mitchell Earl, J.D. Chancellor, Mollie Field, Rachel Yauk, Brentley Lindsey, Josh Hillard, Leah Underwood, Stephanie Easterly, Alexandria Meyer, Sean Baser, Jacob Self, Chacey Schoeppel, Craig Compton, Max Wiebrecht, Logan Scott, Rachel Benbrook, Kaley Uptergrove, Emily Jones, Matt Mansel, Mackenzie McDaniel, Michael Sweeney, Erin Scanlan, Donnie Worth, Matthew Young, Nick Cain, Temitope Akande, Stephen Rogers, Mike Merit, Jessalyn McAlister, and Does 1–30 are, and were at all times relevant to this Complaint, members of the Student Government Association at Oklahoma State University (hereafter, “SGA Defendants”). These defendants were responsible for, among other things, proposing, debating, and adopting legislation and recommendations that govern students at Oklahoma State University (including the legislation and/or recommendations discussed and challenged herein). The defendants named in this paragraph are sued in both their official and individual capacities.

FACTUAL BACKGROUND

30. OSU is a public four-year university in the Oklahoma Agricultural and Mechanical Colleges system, is organized and exists under the laws of the State of Oklahoma, and receives funding from the State of Oklahoma in order to operate.

31. As an institution in the Oklahoma Agricultural and Mechanical Colleges system, OSU is governed by the Board of Regents of the Oklahoma Agricultural and Mechanical Colleges.

32. The Board of Regents of the Oklahoma Agricultural and Mechanical Colleges delegates certain authority and responsibilities to the President of OSU and other OSU

administrators, including Defendant Bird.

I. DEFENDANTS' UNCONSTITUTIONAL SPEECH ZONE POLICIES

33. OSU operates a forum of student organizations, consisting of registered and recognized student organizations.

34. It is OSU's policy to disclaim the expression of registered and recognized student organizations. Relevant portions of OSU's *Student Code of Conduct*, addressing the "Conduct, Rights, and Obligations of Student Organizations," are attached as Exhibit 1 to this Complaint.

35. OSU encourages recognized and registered student organizations to utilize campus facilities and grounds for their activities.

A. DEFENDANTS' LITERATURE DISTRIBUTION POLICY

36. Defendants give OSU officials unbridled discretion over whether, when, and where students and student organizations may distribute literature in the outdoor areas of campus.

37. It is OSU's policy that students may not distribute literature anonymously. Instead, any literature distributed must identify the person or group conducting the distribution. A copy of the portion of OSU's *Student Code of Conduct* addressing the distribution of literature is attached as Exhibit 2 to this Complaint.

38. OSU does not possess any policies that permit students or student organizations to distribute literature that does not reveal their identity.

39. It is OSU's policy that before students or student organizations may distribute literature on campus, they must first file a copy of that literature with the Office of Campus Life. Ex. 2 at 8.

40. It is OSU's policy that its officials have unbridled discretion to determine in which outdoor venues of campus students may distribute literature.

41. It is OSU's policy that literature "may be distributed only in those areas designated as distribution areas by the Office of Campus Life or Residence Area Managers, as appropriate." Ex. 2 at 8.

42. OSU's *Student Code of Conduct* neither designates any area of campus as "distribution areas" nor sets forth any criteria, factors, or standards that the Office of Campus Life must use in deciding which areas of campus qualify as "distribution areas."

43. Neither OSU nor the Office of Campus Life possesses any policies that designate any area of campus as a "distribution area" or that set forth the criteria, factors, or standards that the Office of Campus Life must use in deciding which areas of campus qualify as "distribution areas."

44. Other OSU policies, as outlined in OSU's *Student Code of Conduct*, confirm that its officials have unbridled discretion over where students may distribute literature. It is OSU's policy that "[f]ree distribution and sale by students of student publications shall be permitted on the campus outside the confines of campus buildings subject only to such limitations as deemed necessary by the Office of Campus Life to prevent interference with the use of streets, sidewalks, and building entrances and as are consistent with established guidelines." Ex. 2 at 8.

45. OSU's *Student Code of Conduct* does not set forth what limitations would be "consistent with established guidelines" or what criteria, factors, or standards the Office of Campus Life uses in creating those "established guidelines."

46. OSU does not possess any policies that identify what limitations would be "consistent with established guidelines" or what criteria, factors, or standards the Office of Campus Life uses in creating those "established guidelines."

B. DEFENDANTS' FACILITIES USE POLICY

47. Besides giving their officials unbridled discretion over whether, when, and

where students and student organizations may distribute literature, Defendants also give OSU officials unbridled discretion over whether and where students and student organization may hold events outdoors.

48. It is OSU's policy, though, that student organizations may not use the outdoor areas of campus for their activities—even their spontaneous activities—without first obtaining approval from the Office of Campus Life.

49. Approval for outdoor student organization events is required even if the event will involve only one speaker addressing only a few students.

50. It is OSU's policy that “[a]ll outdoor activities of Student Organizations on the OSU Stillwater Campus shall be scheduled and approved through the Office of Campus Life.” Ex. 1 at 3.

51. OSU's *Student Code of Conduct* does not set forth any criteria, factors, or standards that the Office of Campus Life must use in deciding which student organization activities to schedule and approve for the outdoor areas of campus.

52. OSU does not possess any policies that set forth any criteria, factors, or standards that the Office of Campus Life must use in deciding which student organization activities to schedule and approve for the outdoor areas of campus.

53. It is OSU's policy that its officials have unbridled discretion to move the outdoor activities of student organizations and that they may use this discretion to move any activity to any location at any time for any reason.

54. It is OSU's policy that “[l]ocation assignments [for outdoor student organization events] shall be made with the appropriate department head, or in the case of the residence hall grounds, the Residence Halls programs office. In all cases, consideration should be given to the public safety, welfare, health, and non-interference with University

academic endeavors.” Ex. 1 at 3.

55. OSU’s *Student Code of Conduct* does not set forth any criteria, factors, or standards that OSU officials *must* use in assigning locations for the outdoor activities of student organizations. The criteria, factors, and standards OSU officials *may* consider when making these decisions are not exhaustive, narrowly drawn, objective, or definite.

56. OSU does not possess any policies that set forth any criteria, factors, or standards that OSU officials *must* use in assigning locations for the outdoor activities of student organizations. Nor does it possess any policies that set forth an exhaustive list of narrowly drawn, objective, or definite criteria, factors, or standards that OSU officials *may* consider when making these decisions.

57. If a student organization wishes to reserve an outdoor venue on campus for an event that also involves an off-campus organization, OSU mandates that the student organization satisfy two additional requirements: (1) the student organization’s president or advisor must submit a letter acknowledging that it is sponsoring the off-campus organization, and (2) a member of the student organization must complete all paperwork associated with the reservation request. *See* Ex. 1 at 3.

58. If a student organization wishes to reserve an outdoor venue on campus for an event that involves an off-campus organization, it is OSU’s policy that OSU officials have unbridled discretion to deny this request and that these officials may deny any such request at any time for any reason.

59. As outlined in OSU’s *Student Conduct Code*, it is OSU’s policy that:

The University reserves the right to refuse granting permission for an outside entity to use campus grounds or reserve rooms in the Student Union through sponsorship by a student organization or campus department for reasons including, *but not limited to*:

1. Outside entity has been “sponsored” by student organizations or campus departments 4 times during the preceding 12 months;

2. The activity has been deemed unsafe by the Department of Campus Life in consultation with the Department of Environmental Health and Safety;
3. The sponsoring student organization or campus department has not complied with regulations regarding the reservation.
4. The outside entity has not complied with the regulations regarding reservation of space or “sponsorship” by a student organization or campus department.

Ex. 1 at 3 (emphasis added).

60. OSU’s *Student Code of Conduct* does not set forth any criteria, factors, or standards that OSU officials *must* use in deciding whether to refuse permission for a student organization to hold an outdoor activity involving an off-campus organization. Nor does it set forth an exhaustive list of the criteria, factors, or standards that they *may* consider when making these decisions.

61. OSU does not possess any policies that set forth any criteria, factors, or standards that OSU officials *must* use in deciding whether to refuse permission for a student organization to hold an outdoor activity involving an off-campus organization. Nor does it set forth an exhaustive list of the criteria, factors, or standards that they *may* consider when making these decisions.

II. DEFENDANTS’ UNCONSTITUTIONAL EXCLUSION OF COWBOYS FOR LIFE

62. Not only do OSU’s policies give University officials unbridled discretion to limit where student organizations may hold outdoor activities, but OSU officials, including Defendants, have a history of using this discretion to restrict pro-life speech and to relegate it to sparsely travelled areas of campus.

63. Similarly, OSU officials, including Defendants, have a history of using the unbridled discretion given them by University policies to disrupt the efforts of pro-life students and student organizations to distribute literature peacefully on campus by, among other things, trying to quarantine them in sparsely travelled areas of campus.

64. When pro-life students and student organizations have resisted Defendants’ ef-

forts to silence their speech by prohibiting them from accessing the well-travelled areas and by exiling them to areas of campus far removed from student traffic, Defendants have launched retaliatory investigations designed to censor pro-life speech in the future or to encourage pro-life students and student organizations to self-censor.

65. Defendants' pattern of conduct—stretching across several academic years—discriminates against the viewpoint and content discrimination of pro-life speech using the unbridled discretion that OSU's policies give them.

A. THE PRELUDE: RESTRICTING JUSTICE FOR ALL IN 2011

66. In the fall of 2011, several OSU student organizations sought to collaborate with Justice for All to hold an event on campus to raise awareness of the countless lives lost to abortion since 1973.

67. Initially, these student organizations requested to reserve the South Library Lawn for the JFA display.

68. Later, Cowboys for Life requested to reserve a table location at the Chi-O Clock, an outdoor location near the Student Union, for Friday, October 28th, for the purpose of distributing pro-life literature and engaging in conversations with other students.

69. In a series of e-mails on October 12–13, 2011, Defendant Sampson informed JFA representatives that neither Cowboys for Life nor Justice for All would be allowed to reserve space at the Chi-O Clock on October 28th.

70. On October 17, 2011, the Office of Campus Life approved Missionary Baptist Student Fellowship's (MBSF) request to reserve a table location at the Chi-O Clock for Friday, October 28th, an event also intended to distribute pro-life literature and engage passing students in conversation. This form bears Defendant Sampson's approval.

71. On October 21, 2011, MBSF submitted a request to reserve several outdoor locations on October 26 and 27, 2011, for other aspects of the event it planned to conduct

with JFA's assistance.

72. The areas MBSF requested included a lawn area east of the Library, an area on the large patio area of the Library, and an area near the Student Union. A map of the locations that MBSF requested is attached as Exhibit 3 to this Complaint.

73. The Office of Campus Life approved MBSF's request for these locations without any limitations or restrictions on October 21, 2011. MBSF's request bears Defendant Sampson's approval.

74. On the morning of October 26, 2011, MBSF members and JFA representatives began setting up JFA's small exhibit on the patio of the Library, in the area marked on the approved reservation request. This area is denoted as "Exhibit B Location #2" on Exhibit 3.

75. Defendant Bird then confronted David Lee, the director of JFA, saying that JFA was not authorized to set up its display in that location and that no free speech activities were ever allowed in that location.

76. While Defendant Bird was saying this, Mr. Lee could see numerous sandwich boards, expressing a variety of viewpoints, all around the patio of the Library.

77. Defendant Bird ordered Mr. Lee to remove JFA's display from the Library patio, and she said that if he did not, she would have JFA removed from the OSU campus.

78. At this, JFA moved its small exhibit and began setting up its main exhibit in the lawn to the east of the Library, in the area marked on the approved reservation request. This area is denoted as "Exhibit A location" on Exhibit 3.

79. While conducting its event on the lawn east of the Library (*i.e.*, the "Exhibit A location" on Exhibit 3), JFA and MBSF discovered that the number of students passing through this area was very low, particularly in comparison with the number of students traversing the Library patio and the sidewalks adjoining the Student Union.

80. As a result of being relegated to the lawn east of the Library, JFA and MBSF were prevented from reaching their intended audience with their pro-life message.

81. Because of the mixed messages Defendant Sampson had sent, a student from MBSF and Mr. Lee spoke with Defendant Sampson on October 27th about their plans to hold a table display at the Chi-O Clock near the Student Union the next day, reminding him of the reservation form that had been approved on October 17th.

82. Even after the student from MBSF showed him the signed reservation form, Defendant Sampson insisted that MBSF could not operate at the Chi-O Clock on October 28th. He indicated that the reservation form was not valid and would not be honored, and he refused to discuss the matter, saying simply that he was “not going there.”

83. Because Defendant Sampson had refused to let MBSF reserve space on October 28, 2011, MBSF members decided that day to conduct a “mobile poll” in and around the Student Union. This consisted of one student holding a sign asking whether abortion should remain legal, two students holding signs that said “yes” and “no” respectively, and a fourth student who engaged passersby for their answers.

84. MBSF members conducted this “mobile poll” in conjunction with JFA and the JFA event the prior two days.

85. While MBSF students were conducting this “mobile poll,” Defendant Sampson approached them, indicated that they needed a permit to conduct the poll in that area, and told them to come to his office in order to obtain this permit.

86. That morning, State Farm had reserved the lawn just east of the Library for a large display that included grills for serving burgers to passing students.

87. On information and belief, Defendant Sampson did not call upon State Farm to restrict its activities or confine itself to a smaller space due to concern for maintaining the

flow of sidewalk traffic.

88. OSU celebrated homecoming on October 28–30, 2011, and Defendants’ actions ensured that the alumni and guests visiting campus for homecoming would not see JFA’s display or be exposed to the pro-life content and viewpoints associated with this event.

89. In short, throughout MBSF’s effort to bring the JFA display to campus in 2011, Defendants Bird and Sampson took a series of actions to prevent them from reaching their desired audience, particularly on Friday, October 28th. They not only denied them access to areas they had previously reserved, but they also restricted their use of the one remaining venue and impeded their ability to distribute literature peacefully in the outdoor areas of campus.

B. THE PROBLEM: RESTRICTING COWBOYS FOR LIFE & JUSTICE FOR ALL IN 2012

1. COWBOYS FOR LIFE’S INITIAL PLANNING

90. In July 2012, Miss Ortman first submitted Cowboys for Life’s request to reserve three outdoor venues in October for different aspects of JFA’s display. A copy of Cowboys for Life’s request for space is attached as Exhibit 4 to this Complaint.

91. Cowboys for Life requested a location for a table on the patio just south of the Library, a location in the median between the two sidewalks just southeast of the Library, and the South Library Lawns. These locations are marked as “‘Table A’ Location,” “‘Exhibit B Location,” and “‘Exhibit A Location,”” respectively. *See* Ex. 4 at 17.

92. After some confusion about the dates Cowboys for Life requested, Shawna Becker informed Miss Ortman via e-mail on August 16, 2012, that Cowboys for Life’s request to reserve the requested outdoor venues was approved for October 24th and 25th.

93. As Cowboys for Life also planned events for Friday, October 26th, Miss Ortman contacted Ms. Becker again later to clarify what areas of campus had been approved and denied for the JFA display.

94. On August 23, 2012, Miss Ortman visited the Office of Campus Life and submitted a request to reserve space at the Chi-O Clock for a table display on October 25, 2012.

95. On August 23, 2012, Defendant Sampson and Ms. Becker signed the authorization form that confirmed that Cowboys for Life had reserved an area near the Chi-O Clock for a table display on October 25, 2012.

96. After repeated efforts from Miss Ortman to clarify what locations had been approved for Cowboys for Life, Ms. Becker informed Miss Ortman via e-mail on August 31, 2012, that the Office of Campus Life had denied Cowboys for Life's request to use the South Library Lawn for the main JFA display. (This area is marked as "Exhibit A location." *See* Ex. 4 at 17.)

97. On September 6, 2012, Ms. Becker signed the authorization form that confirmed that Cowboys for Life had reserved a location on the Library patio and a lawn area just east of the Library for its activities on October 23rd-25th.

98. Around the same time, the Office of Campus Life formally denied Cowboys for Life's request to reserve the South Library Lawn for the main JFA display. (This area is marked as "Exhibit A location." *See* Ex. 4 at 17.) A copy of this denial is attached as Exhibit 5 of this Complaint.

99. In denying Cowboys for Life's request, the Office of Campus Life merely stated that another OSU official had declared the lawn in question off-limits: "Cannot approve on library lawn per Joe Weaver 774-2690 208F Whitehurst."

100. Cowboys for Life did not understand the meaning of this notation. As OSU policies require that officials explain the reasons for any denial of a reservation request, Cowboys for Life requested that Defendant Sampson provide this explanation.

2. DEFENDANT SAMPSON'S INITIAL MEETING WITH COWBOYS FOR LIFE

101. On September 10, 2012, Defendant Sampson met with Miss Ortman and Mr.

Bowman of Cowboys for Life and Mr. Lee and Mr. John Michener of JFA.

102. At this meeting, Defendant Sampson reiterated that Cowboys for Life could not reserve the Library Lawns due to Defendant Hargis' instructions concerning the grass.

103. Defendant Sampson stated that concern for the grass was the only reason that Cowboys for Life could not utilize the South Library Lawn.

104. Defendant Sampson explained that the JFA display would involve heavy pedestrian traffic for several days in a row.

105. To alleviate this concern, Mr. Lee suggested that the JFA display be rotated across the three Library Lawns, using a different lawn each day.

106. Defendant Sampson rejected this proposal out of hand, simply saying that he was "not going there."

107. Even so, Defendant Sampson admitted that the Library Lawns would host a sign contest during homecoming that would last several days.

108. In addition, Defendant Sampson told the Cowboys for Life and JFA representatives that due to the nature of the content of the JFA display, they would have to create a "buffer zone" around the display by erecting warning signs to alert passersby that the images in the display, which he described as "graphic," could be offensive to some.

109. No OSU policy prohibits or restricts the display of "graphic" images on campus, sets forth any definition for the term "graphic image," or promulgates any guidelines for administrators to use in determining which images are "graphic."

110. On September 12, 2012, Defendant Sampson provided Cowboys for Life a letter explaining why it could not use the South Library Lawn for the main JFA display. According to this letter, Defendant Sampson and the Office of Campus Life denied Cowboys for Life's request because of potential harm to the grass:

Based on the declining condition of OSU's three Library Lawns as of Spring 2012,

the Department of Campus Life has been asked to minimize scheduling of this area with particular emphasis on repeated heavy pedestrian traffic and programs/displays which could likely lead to further deterioration of these areas.

A copy of Defendant Sampson's letter is attached as Exhibit 6 to this Complaint.

111. On information and belief, Defendant Sampson and the Office of Campus Life have approved numerous requests from student organizations to reserve the three Library Lawns during and since the spring of 2012.

112. Defendant Sampson and the Office of Campus Life approved the Student Union Activities Board's request to hold a Mardi Gras Festival on the South Library Lawn on February 21, 2012.

113. Defendant Sampson and the Office of Campus Life approved the Church of Christ University Center's request to hold an event featuring music, a tent, and food on the Middle Library Lawn on March 7, 14, and 28, 2012 and on April 4, 11, and 18, 2012.

114. Church of Christ University Center is an outreach of Stillwater Church of Christ, where Defendant Sampson serves as an elder.

115. Defendant Sampson and the Office of Campus Life approved a request to hold an event featuring a dunking tank, music, volleyball games, and cars on the Middle and South Library Lawns on March 27, 2012.

116. Defendant Sampson and the Office of Campus Life approved Relay for Life's (a cancer charity) request to hold a sleepover on the Middle Library Lawn on April 13–14, 2012.

117. Defendant Sampson and the Office of Campus Life approved Chi Alpha's request to hold a midnight movie event on the North Library Lawn on August 17, 2012.

118. Defendant Sampson and the Office of Campus Life approved Reformed University Fellowship's request to hold an event called "Light Up the Lawn"—which involved hundreds of people dancing, serving ice cream, and playing games like "Capture the

Flag”—on the North and Middle Library Lawns on August 24, 2012.

119. Defendant Sampson and the Office of Campus Life approved the Student Union Activities Board’s request to hold “Movies on the Lawn” on the Middle Library Lawn on August 30–31, 2012.

120. Defendant Sampson and the Office of Campus Life approved the Church of Christ University Center’s request to hold weekly events during the fall 2012 semester on either the Middle or South Library Lawns, including one on October 24, 2012.

121. On information and belief, the events highlighted in ¶¶ 112–20, along with others that Defendant Sampson approved for the Library Lawns, involved heavy pedestrian traffic for extended periods of time.

122. On information and belief, Defendant Sampson denied Cowboys for Life’s request to reserve the South Library Lawn because of the content and viewpoints expressed in this pro-life display and relegated it to an area of campus where the number of people who would view it would be minimized.

123. On information and belief, Defendant Sampson used the alleged concerns for the condition of the grass as a pretext for his content and viewpoint discrimination.

3. DEFENDANT SAMPSON’S SECOND MEETING WITH COWBOYS FOR LIFE

124. On September 28, 2012, Mr. Bowman and Miss Ortman met with Defendant Sampson at Defendant Sampson’s request.

125. At this meeting, Mr. Bowman informed Defendant Sampson that Cowboys for Life and JFA no longer intended to set up JFA’s main display.

126. Cowboys for Life and JFA reached this decision because Defendant Sampson refused to allow them to reserve any location on campus with sufficient foot traffic to justify the effort and number of volunteers needed to staff the main exhibit.

127. Defendant Sampson then explained again why Cowboys for Life could not hold

its main display on the South Library Lawn.

128. Though he had previously said that concern for the grass was the only reason Cowboys for Life could not use the South Library Lawn, Defendant Sampson now explained that it is important to have a “buffer zone” around certain displays due to the impact they may have on certain viewers, and that it is hard to do this adequately around a display on the Library Lawns.

129. Defendant Sampson continued by saying that others have a right not to see Cowboys for Life’s display and OSU must respect that right by moving the Cowboys for Life display away from the Library Lawn.

130. Defendant Sampson claimed that Cowboys for Life has a responsibility to look out for everyone and respect the diverse range of opinions by limiting its message to less prominent areas of campus and putting “buffer zones” around its expression.

131. Next, Miss Ortman and Mr. Bowman discussed Cowboys for Life’s desire to reserve space at the Chi-O Clock.

132. They explained that Cowboys for Life’s goal with this event was to have as many conversations about abortion with as many different people on campus as possible. Hence, the group wanted to spread the different components of its effort across different areas of campus.

133. In addition, students passing near the Library are generally less open to conversation, as many are walking to class or other obligations. But students near the Chi-O Clock are generally more relaxed and open to conversation.

134. For these reasons, Cowboys for Life sought to reserve space at the Chi-O Clock on Wednesday, Thursday, and Friday.

135. Defendant Sampson responded by explaining that he would not allow Cowboys

for Life to display any signs he considered “graphic” in high traffic areas.

136. Defendant Sampson amended the previously approved request to reserve the Chi-O Clock for Thursday, October 25th to note that his approval was only tentative until after he had reviewed the images that might be shown as part of this display.

137. Defendant Sampson emphasized that a “buffer zone” was necessary around some display because of the need to be sensitive to different demographics of potential viewers.

138. Defendant Sampson also required that Cowboys for Life station current OSU students at every component of JFA’s display.

139. No OSU policy requires a student organization to maintain a constant student presence at an event or display.

140. Miss Ortman responded by noting that because Cowboys for Life could not hold its main display on the Library Lawns, the group needed another location that would allow them to reach as many students as possible.

141. Defendant Sampson responded by reiterating that the location for Cowboys for Life’s display depended on what types of images the group decided to show.

4. DEFENDANT SAMPSON’S CONTENT- AND VIEWPOINT-BASED REVIEW OF COWBOYS FOR LIFE’S EXPRESSION

142. On October 9, 2012, Mr. Bowman provided the Office of Campus Life a collection of eleven photographs that exemplified the types of pictures that might be included on JFA’s table display.

143. On October 15, 2012, Mr. Bowman received an e-mail from Ms. Loffi, requesting that he come to the Office of Campus Life to retrieve the paperwork regarding Cowboys for Life’s request to hold JFA’s table display near the Chi-O Clock.

144. Ms. Loffi’s e-mail indicated that Defendant Sampson had moved the JFA table

display from the high-traffic Chi-O Clock to a much lower traffic area adjoining JFA's display near the Library.

145. Shortly thereafter, Mr. Bowman picked up the approved authorization permit that Defendant Sampson and the Office of Campus Life had prepared. A copy of this authorization permit is attached as Exhibit 7 to this Complaint.

146. As Ms. Loffi's e-mail had suggested, Defendant Sampson had refused to let Cowboys for Life hold JFA's table display at the Chi-O Clock.

147. Defendant Sampson instead unilaterally moved the JFA table display to a small triangular grassy area that adjoined another JFA display.

148. That is, Defendant Sampson assigned Cowboys for Life to a location that prevented it from reaching students near the Student Union.

149. Defendant Sampson also ordered Cowboys for Life and JFA to erect warning signs around the table display no less than thirty feet from it.

150. Defendant Sampson also required that Cowboys for Life ensure that at least one member of Cowboys for Life remained with the table display at all times. Cowboys for Life and JFA had intended for the table display to reach students who would not see the exhibit set up near the Library (in the area marked "Exhibit B location" on page 3 of Exhibit 4). By restricting the table display to the area he assigned it, Defendant Sampson not only thwarted this goal, but he also imposed additional burdens on Cowboys for Life's volunteers by requiring them to erect warning signs and requiring at least one student to remain with the table display at all times.

151. In addition, by assigning the JFA table display to a location near other JFA exhibits, he ensured that the table display would merely duplicate other effort and would only reach the same set of students.

152. In the process, Defendant Sampson unilaterally revoked Cowboys for Life's reservation of the Chi-O Clock for JFA's table display on Thursday, October 25th.

153. Between August 23rd when Defendant Sampson had approved the initial request and October 15th, the only thing that had changed is that Defendant Sampson had seen the content of JFA's table display (*i.e.*, the possible range of pictures that JFA might use for this display).

154. On information and belief, Defendant Sampson has approved other student organizations' requests to reserve the Chi-O Clock for expressive activities of the same size and impact as JFA's table display.

155. For example, the Sexual Orientation Diversity Association, a gay and lesbian student organization, held a "coming out of the closet" event at the Chi-O Clock on October 11, 2012. This display included both a table display and a door and door frame which the group dubbed "the closet" and out of which students could walk. The organizers also used this event to distribute literature to interested passersby, among other things.

156. On information and belief, Defendant Sampson approved the request from the Sexual Orientation Diversity Association to reserve the Chi-O Clock for this "coming out of the closet" event.

157. Defendant Sampson did not move the Sexual Orientation Diversity Association away from the Chi-O Clock. Nor did he require this group to create a "buffer zone" or erect warning signs around its display to protect the feelings and sensibilities of those who might be offended by this celebration of conduct they consider immoral.

5. DAY 1 OF COWBOYS FOR LIFE'S EVENT—OCTOBER 24, 2012

158. On the morning of October 24th, representatives of JFA began setting up the JFA displays. They erected JFA's small display location marked "Exhibit B location" on Exhibit 4 at 17, and they set up the A-frame table display in the area that Defendant

Sampson mandated, as illustrated on Exhibit 7 at 36.

159. The members of Cowboys for Life and representatives of JFA soon noticed that the numbers of students passing by the displays were very low, particularly when compared to the numbers of students passing by the Student Union and Chi-O Clock.

160. In addition, the members of Cowboys for Life and representatives of JFA noticed that other student organizations were not required to assign members to their displays at all times.

161. While Cowboys for Life was holding its display, Teach for America also held an event for Educational Equity Week. This display consisted of one hundred empty chairs set up on a campus lawn, with flyers available for passing students to explain the meaning of this display. No members of Teach for America remained with this display.

162. At about 8:00 a.m., shortly after Cowboys for Life and JFA set up the displays, Defendant Sampson visited the area and demanded that Cowboys for Life and JFA set up at least six warning signs around their displays and create a “buffer zone” to protect passersby who might not want to see the pro-life displays.

163. Defendant Sampson emphasized that these buffer zones and warning signs were required because some people might be offended by the JFA display and those individuals have a right not to see it.

164. Defendant Sampson further informed the JFA representatives that if any warning signs were destroyed during the event, Cowboys for Life, as the sponsoring organization, must replace them.

165. Defendant Sampson said that if Cowboys for Life did not erect the required warning signs, its members could be subjected to student discipline or even arrest.

166. Defendant Bird urged Mr. Lee to convert JFA’s “free speech board”—a six-foot

by four-foot board that stands six feet tall and that designed to allow passersby to express their view of the overall display—into a warning sign.

167. Defendant Bird’s advice to convert the free speech board into a warning sign would have—if accepted—fundamentally altered Cowboys for Life’s outreach and deprived it of a mechanism for engaging in conversations with students on the issue of abortion.

168. In the afternoon of October 24th, a few members of Cowboys for Life and representatives of JFA took a hand-held sign measuring six feet wide by three feet tall to a paved area near the Chi-O Clock while distributing literature about the JFA display to interested passing students.

169. Mr. Lee and Mr. Kulas displayed the hand-held sign—which asked, “Abortion should remain legal in which cases?”—while members of Cowboys for Life and other representatives of JFA distributed literature in the area and engaged passing students in conversation.

170. While there, these members of Cowboys for Life and representatives of JFA observed that a variety of sandwich boards had been placed in the area, including one graphic image that showed the aftermath of the bombing of the Murrah Federal Building in Oklahoma City during the 1990s.

171. These members of Cowboys for Life and representatives of JFA also observed that there were no students standing near the image of the Murrah Building and no warning signs alerting students to its graphic nature.

172. These members of Cowboys for Life and representatives of JFA also observed that Camp War Eagle had reserved space for a table display at the Chi-O Clock so as to recruit OSU students to serve as summer staff.

173. Camp War Eagle’s table display included a folding table with a two and a half

by five foot sign on either side of it. Hence, its total display measured approximately ten feet long by four feet deep by five feet tall.

174. Camp War Eagle's table display was larger than the display Cowboys for Life had sought to hold near the Chi-O Clock.

175. Shortly thereafter, at about 2:20 p.m., Ms. Loffi and Ms. Marie Basler (another official from the Office of Campus Life), confronted these members of Cowboys for Life, saying that they could not do this in the Chi-O Clock area without a permit.

176. Ms. Loffi and Ms. Basler insisted that OSU policy required the members of Cowboys for Life to remain only in the areas reserved for their other display.

177. Ms. Loffi and Ms. Basler insisted that OSU policy required students to get a permit before carrying hand-held signs in the Chi-O Clock area.

178. Ms. Loffi and Ms. Basler insisted that OSU policy required students to get a permit before distributing literature to passersby in the Chi-O Clock area.

179. During this conversation, Ms. Loffi observed and admitted that neither the members of Cowboys for Life nor the representatives of JFA were obstructing traffic along the sidewalks near the Chi-O Clock.

180. Throughout the rest of the day, Defendant Sampson and other OSU officials (acting at Defendant Sampson's direction) maintained a steady watch over the Cowboys for Life display to ensure that student members were present at the display at all times.

181. Meanwhile, throughout the day, no OSU students had been present at the Teach for America display in the lawn adjoining the Cowboys for Life display. Yet no OSU official took any action to remove this display or otherwise disrupt this event until the student organizers arrived at the end of the day (about 4:00 p.m.) to disassemble it.

6. DAY 2 OF COWBOYS FOR LIFE'S EVENT—OCTOBER 25, 2012

182. On Thursday, October 25th, Cowboys for Life and JFA again set up the displays

in the assigned locations: the small exhibit in the “Exhibit B location” on Exhibit 4 at 17 and the A-frame table display in the area Defendant Sampson assigned, as illustrated on Exhibit 7 at 36.

183. Throughout the morning, the numbers of students passing near the areas assigned to Cowboys for Life and JFA were very small, preventing the members and volunteers from achieving their goals for the event: having conversations with students.

184. Once again, throughout the day, OSU officials (acting at Defendant Sampson’s direction) monitored the Cowboys for Life display to check whether students were present at it at all times.

185. Around noon, a few members of Cowboys for Life and representatives of JFA carried a hand-held 3-foot by 4-foot sign to the Chi-O Clock to begin distributing literature about the JFA display once again.

186. After about fifteen minutes, Mr. Gregory confronted these members and stated that students had complained because Cowboys for Life was not restricting its activities to the assigned locations.

187. Mr. Gregory then told the members of Cowboys for Life and the representatives of JFA that the hand-held sign must be moved back to the reserved location near the Library because its presence at the Chi-O Clock offended the complaining student.

188. Mr. Gregory then insisted that the volunteers from JFA identify the OSU students from Cowboys for Life who were assisting with the sign and literature distribution.

189. Mr. Gregory even began quizzing nearby students as to whether they were associated with this aspect of Cowboys for Life’s activities.

190. Mr. Gregory insisted that OSU policy prohibited students from carrying hand-held signs at the Chi-O Clock, but refused to identify the policy setting forth this prohibi-

tion when requested to do so.

191. Before threatening to report them to “upper administration,” Mr. Gregory admonished the members of Cowboys for Life and volunteers from JFA that at least one OSU student had been offended, instructed them that they could offend students only from the assigned location, and chastised them for refusing to comply with the complaining student’s (or students’) desire.

192. Approximately five minutes after Mr. Gregory left, the sprinklers covering the grassy area where Defendant Sampson had directed Cowboys for Life to set up JFA’s small exhibit near the Library came on and remained on for approximately fifteen to thirty minutes, wetting most of Cowboys for Life’s and JFA’s supplies, rendering their free speech boards unusable, and forcing the them to vacate the area temporarily.

193. Members of Cowboys for Life and representatives of JFA observed that this was the only area where the sprinklers were activated during the day.

194. On information and belief, OSU officials acting at the direction of Defendants Bird or Sampson caused the sprinklers to be activated to disrupt the peaceful literature distribution activities of Cowboys for Life.

195. At about 1:00 p.m., Defendant Bird again confronted the Cowboys for Life members near the Chi-O Clock and spoke with Mr. Bowman, Mr. Lee, Mr. Kulas, and Mr. Michener.

196. After briefly talking with the JFA representatives present, Defendant Bird became so angry and upset that she physically grabbed Mr. Bowman in an attempt to separate him from the others.

197. Mr. Bowman explained that no OSU policy required Cowboys for Life to reserve space in order to hand out literature or carry hand-held signs at an outdoor venue.

198. Defendant Bird dismissed such information, characterizing it as “playing games.”

199. Mr. Bowman explained that Cowboys for Life was merely peacefully distributing literature to and carrying on conversations with willing passersby.

200. According to Defendant Bird, passing students have a right not to be offended by the pro-life message and the “disturbing” images. These students could avoid the message and images if they were near the Library, but they could not do so if Cowboys for Life were near the Chi-O Clock.

201. Defendant Bird insisted that Cowboys for Life must erect warning signs even when it uses hand-held signs as part of its literature distribution efforts, and that those signs must be the same size (three feet by three feet) as for the A-frame table display.

7. DAY 3 OF COWBOYS FOR LIFE’S EVENT—OCTOBER 26, 2012

202. On Friday, October 26th, Cowboys for Life and JFA again set up the displays in the assigned locations: the small exhibit in the location marked “Exhibit B location” on Exhibit 4 at 17 and the table display in the area Defendant Sampson assigned, as illustrated on Exhibit 7 at 36. They also set up the required warning signs about 150 feet from the display in all four directions.

203. Throughout the day, Defendant Sampson and Mr. Gregory (acting, on information and belief, on Defendant Sampson’s orders) maintained a constant watch over Cowboys for Life’s display to ensure that student members remained present at all times.

204. The members of Cowboys for Life and representatives of JFA observed that the numbers of students passing the display near the Library was very low, especially compared to the numbers of students passing through the Chi-O Clock area.

205. They further observed that the students passing near the Library were less open to conversation because they were more hurried, as many were on their way to class. But the students near the Chi-O Clock were more relaxed and more open to conversation.

206. Because of Defendants' harassment and threat of punishment, they decided not to attempt further sign-carrying or literature distribution activities near the Chi-O Clock on this date.

207. Cowboys for Life concluded its event with JFA on Friday afternoon without further incident. However, Defendants' *ad hoc* restrictions on Cowboys for Life significantly impeded it from achieving its goals and from reaching the OSU community with its pro-life message.

C. THE POSTLUDE: INVESTIGATING COWBOYS FOR LIFE

208. On October 31, 2012, the Senate of Student Government Association of OSU (SGA) conducted a regularly scheduled meeting, with barely a quorum of its members present.

209. Before this meeting, Student Senate rules specified that a bill could only be passed if a majority of all members voted in favor of it.

210. During the October 31st meeting, the Student Senate voted to change its rules so that bills could be passed by a majority vote of the members present.

211. Towards the end of the October 31st meeting, the Student Senate passed a measure, curiously dated October 24th, recommending that the Office of Student Conduct (along with the Office of Student Affairs and the Office of Campus Life) launch an investigation into whether Cowboys for Life violated the *Student Code of Conduct* during its event with JFA. A copy of this measure is attached as Exhibit 8 to this Complaint.

212. On information and belief, Defendant Sampson proposed, pushed, supported, and sponsored the measure calling for an investigation into Cowboys for Life ("CFL Resolution").

213. On information and belief, the CFL Resolution was drafted before Cowboys for Life had even conducted its event, seeing as the resolution was dated October 24th and

Cowboys for Life held its event on October 24th–26th.

214. Defendant Rogers authored the CFL Resolution, and Defendants Hufnagel and Holbrook sponsored it.

215. The SGA Defendants approved and passed the CFL Resolution.

216. On Thursday, November 8, 2012, Mr. Bowman and Miss Ortman met with Defendant Sampson at his request.

217. During the hour and a half long meeting, Defendant Sampson outlined his plans to investigate Cowboys for Life for violating the *Student Code of Conduct* in connection with its events with JFA.

218. During that meeting, Defendant Sampson clearly and repeatedly stated that it was Cowboys for Life's event with JFA and its efforts to distribute literature near the Chi-O Clock that precipitated the investigation.

219. According to Defendant Sampson, the Student Senate passed the CFL Resolution because of student complaints about the Cowboys for Life display.

220. During that meeting, Defendant Sampson clearly and repeatedly stated that he was well within his legal authority and the scope of his official duties when he instructed Cowboys for Life to leave the Chi-O Clock, when he instructed it to install "warning signs" around its activities, and when he investigated it as requested in the CFL Resolution.

221. Defendant Sampson admitted that Cowboys for Life's activities near the Chi-O Clock had not prevented any other student organization or off-campus entity from utilizing a location it had previously reserved.

222. Next Defendant Sampson accused Cowboys for Life of failing to comply with the lawful request of a university official because JFA volunteers questioned the legitimacy and legality of his "buffer zone" and warning signs requirements.

223. In the process, Defendant Sampson insisted that the display of images he deemed graphic could be limited out of concern for the sensitivities of campus visitors.

224. Mr. Bowman pointed out that JFA volunteers had merely inquired whether erecting warning signs was mandatory and whether it was required for all aspects of the display. But when OSU officials were clear, JFA did comply with these requirements by erecting the signs.

225. Defendant Sampson noted that the range of possible outcomes was quite varied, including everything from reprimand to probation to disbanding Cowboys for Life. In addition, the ability of JFA to return to campus was in question.

226. Defendant Sampson informed Mr. Bowman and Miss Ortman that he would review all the information he had and get back with them. But he gave no timeline for when he would do so.

227. Defendant Sampson claimed that if Cowboys for Life wanted to use images he determined to be graphic, then it needed to ensure that a professional counselor—either from the OSU Counseling Office or an outside entity—was present at the display at all times.

228. No OSU policy requires student organizations to supply counselors at events that may feature what some consider to be “graphic images.”

229. Defendant Sampson concluded the meeting by noting that he would determine how the investigation should proceed, namely whether he should make an independent decision or whether he should refer the matter to the Committee on Student Organizations.

230. On information and belief, Defendant Sampson’s investigation and his meeting with Mr. Bowman and Miss Ortman are intended to discourage Cowboys for Life from conducting future pro-life events on campus, to dissuade Cowboys for Life from associating with JFA in the future, to marginalize pro-life viewpoints to the campus commu-

nity, and to retaliate against Cowboys for Life for resisting Defendants' efforts to limit their exercise of First Amendment rights.

231. To date, Defendant Sampson has not communicated further with Cowboys for Life, Miss Ortman, or Mr. Bowman about his investigation.

232. As far as Plaintiffs know, Defendant Sampson's investigation remains open. This reality inhibits them from pursuing other events to publicize their pro-life beliefs and viewpoints.

233. Plaintiffs desire to conduct further expressive activities regarding the issue of abortion in the future, including, but not limited to, inviting JFA to hold additional display on campus.

234. In light of Defendants' interference with their prior events and Defendants' still-pending investigation for alleged *Student Code of Conduct* violations, Plaintiffs fear that planning, coordinating, organizing, or hosting further pro-life expressive activities will expose them to unwarranted bureaucratic hassles or even disciplinary charges. Hence, they have curtailed their expression on campus.

STATEMENTS OF LAW

235. At all times relevant to this Complaint, each and all of the acts alleged herein were attributable to the Defendants while they were acting under the color, authority and pretense of state law, statutes, ordinances, regulations, customs, usages, and policies of OSU and the State of Oklahoma.

236. Plaintiffs are suffering irreparable injury from the challenged Facilities Use Policy and Literature Distribution Policy which cannot be fully compensated by an award of money damages.

237. Plaintiffs have no adequate or speedy remedy at law to correct or redress the deprivation of their rights by the Defendants.

238. Defendants' actions and policies, as set forth above, do not serve any legitimate or compelling state interest.

239. Defendants have deprived, and continue to deprive, Plaintiffs of their clearly established rights under the United States Constitution, as set forth in the causes of action below.

240. Unless the Defendants' Facilities Use Policy and Literature Distribution Policy are enjoined, Plaintiff will continue to suffer irreparable injury.

241. Pursuant to 42 U.S.C. §§ 1983 and 1988, Plaintiffs are entitled to appropriate relief invalidating the unconstitutional Facilities Use Policy and Literature Distribution Policy and practice.

FIRST CAUSE OF ACTION

**Violation of Plaintiffs' First Amendment Right to Freedom of Speech
Content & Viewpoint Discrimination
(42 U.S.C. § 1983)**

242. Plaintiffs repeat and reallege each of the allegations contained in paragraphs 1–241 of this Complaint, as if set forth fully herein.

243. Speech, including written expression, is entitled to comprehensive protection under the First Amendment.

244. Religious and pro-life speech—including the distribution of literature and the display of hand-held signs—is also fully protected by the First Amendment.

245. The First Amendment rights of free speech and press extend to campuses of state universities.

246. The sidewalks and open spaces of the OSU campus are designated public fora—if not traditional public fora—for speech and expressive activities by students enrolled at OSU.

247. The First Amendment's Free Speech Clause, incorporated and made applicable

to the states by the Fourteenth Amendment to the United States Constitution, prohibits content and viewpoint discrimination in the public forums for student speech and expression on the campus of a public university.

248. Accordingly, a public university's ability to restrict speech—particularly student speech—in a public forum is limited.

249. Accordingly, the First Amendment's Free Speech Clause prohibits censorship of religious and pro-life expression.

250. The First Amendment prohibits the government from prohibiting or limiting speech because it might offend the sensibilities of listeners, and any governmental attempts to do so are inherently content and/or viewpoint based.

251. Under the First Amendment's Free Speech Clause, a prior restraint on citizens' expression is presumptively unconstitutional, unless it (1) does "not delegate overly broad licensing discretion to a government official," (2) contains only content and viewpoint neutral time, place, and manner restrictions, (3) is "narrowly tailored to serve a significant governmental interest," and (4) "leave[s] open ample alternative means for communication." *Forsyth Cnty., Ga. v. Nationalist Movement*, 505 U.S. 123, 130 (1992).

252. Thus, the government may not regulate speech based on policies that permit arbitrary, discriminatory, and overzealous enforcement.

253. Unbridled discretion to discriminate against speech based on its content or viewpoint violates the First Amendment regardless of whether that discretion has ever been unconstitutionally applied in practice.

254. The First Amendment's Free Speech Clause guarantees a citizen the right to express his views without revealing his identity to his audience if he does not wish to do so.

255. Defendants' Facilities Use Policy and Literature Distribution Policy and their

practice of restricting disfavored speech and literature distribution to distant and sparsely traveled areas of campus violate the First Amendment on their face and as applied because they grant OSU officials unbridled discretion, fail to protect against content- or viewpoint-based discrimination, are unconstitutionally vague and overbroad, serve as a prior restraint, and substantially burden Plaintiffs' free speech.

256. Defendants' Facilities Use Policy and Literature Distribution Policy (along with their associated practices) are neither reasonable nor valid time, place, and manner restrictions on speech because they are not content-neutral, they are not narrowly tailored to serve a significant government interest, and they do not leave open ample alternative channels of communication.

257. Defendants' Facilities Use Policy and Literature Distribution Policy and practices also establish prior restraints on student speech in areas of campus that are traditional or designated public fora for OSU students and student organizations.

258. Defendants' Facilities Use Policy and associated practices delegate authority to Defendants to deny students' and student organizations' requests to use campus facilities or to move student and student organization events to areas of campus they did not request, thus giving Defendants unbridled discretionary power to limit student speech in advance of such expression on campus.

259. Defendants' Facilities Use Policy and associated practices provide no guidelines or standards to limit the discretion of OSU officials in granting, denying, relocating, or restricting requests by students and student organizations to engage in expressive activity.

260. Defendants' Literature Distribution Policy and associated practices prohibit students from communicating with passersby via literature distribution without revealing their identities to those passersby.

261. Defendants' Literature Distribution Policy and associated practices require students to file any literature they wish to distribute with Defendants and then delegate authority to Defendants to determine where students may distribute that literature, thus giving Defendants unbridled discretionary power to limit student speech in advance of such expression on campus and to do so based on the content and viewpoint of the speech.

262. Defendants' Literature Distribution Policy and associated practices provide no guidelines or standards to limit the discretion of OSU officials in determining where students may engage in expressive activity, including literature distribution.

263. These grants of unbridled discretion to OSU officials violate the First Amendment because they create a system in which speech is reviewed without any standards, thus giving students no way to prove that a denial, restriction, or relocation of their speech was based on unconstitutional considerations.

264. The First Amendment's prohibition against content and viewpoint discrimination requires Defendants to provide adequate safeguards to protect against the improper exclusion, restriction, or relocation of student speech based on its content or viewpoint.

265. Because Defendants have failed to establish neutral criteria governing the granting, denial, or relocation of student speech applications (including requests to use campus facilities and to distribute literature), there is a substantial risk that OSU officials will engage in content and viewpoint discrimination when addressing those applications.

266. Defendants exercised the unbridled discretion granted them under these speech zone policies when they decided—due to the content and viewpoint of Plaintiffs' speech—to deny Plaintiffs any use of the Library Lawns, to move Plaintiffs' table display away from the Chi-O Clock, to prevent Plaintiffs from distributing literature and carrying hand-held signs near the Chi-O Clock, to require Plaintiffs to maintain a continuous stu-

dent presence at the display, and to require Plaintiffs to erect warning signs and a “buffer zone” around their displays and activities.

267. Defendants’ Facilities Use Policy and Literature Distribution Policy and related practices thus unconstitutionally grant OSU officials unbridled discretion to discriminate against student expression based on its content or viewpoint, and they have utilized this discretion to do precisely that.

268. Defendants have also failed to establish any definite time period in which OSU officials must grant or deny students’ requests to reserve campus facilities or to designate the amount of advance notice students must give before distributing literature on campus.

269. Defendants’ Facilities Use Policy and Literature Distribution Policy and related practices are also overbroad because they prohibit and restrict protected expression.

270. Defendants’ speech zone policies and related practices unconstitutionally censor or restrict all private student speech (including, but not limited to, literature distribution) that occurs outside the areas that Defendants, in their unbridled discretion, designate, and they require students to register all outdoor expressive activities with Defendants in advance.

271. The overbreadth of Defendants’ speech zone policies and related practices chills the speech of students and student organizations not before the Court who seek to engage in private expression (including literature distribution) in the open, outdoor area of campus.

272. Defendants’ Facilities Use Policy and Literature Distribution Policy and related practices chill, deter, and restrict Plaintiffs from freely expressing their religious and pro-life beliefs.

273. Defendants’ infringements of Plaintiffs’ First Amendment rights do not satisfy strict scrutiny because they support no compelling governmental interest and they are not

narrowly tailored to meet any such concerns.

274. Defendants' Facilities Use Policy and Literature Distribution Policy and related practices violate Plaintiffs' right to free speech as guaranteed by the First Amendment to the United States Constitution.

275. As no written OSU policy prohibits or restricts the display of "graphic images," defines what is a "graphic image," or sets forth any guidelines for OSU administrators to use in determining what qualifies as a "graphic image," Defendants' efforts to restrict Plaintiffs' use of images they deemed "graphic" are vague, ambiguous, dependent upon the unbridled discretion of administrators, and subject to discriminatory enforcement.

276. Even if Defendants had a written policy that prohibited or restricted the display of "graphic images," that defined what is a "graphic image," or that set forth guidelines for OSU administrators to use in determining what qualifies as a "graphic image," such a policy would be unconstitutionally vague and overbroad.

277. Because of Defendants' actions, Plaintiffs have suffered, and continue to suffer, economic injury and irreparable harm. They are entitled to an award of monetary damages and equitable relief.

278. Pursuant to 42 U.S.C. §§ 1983 and 1988, Plaintiffs are entitled to a declaration that Defendants violated their First Amendment right to freedom of speech and an injunction against Defendants' policies and actions. Additionally, Plaintiffs are entitled to damages in an amount to be determined by the evidence and this Court and the reasonable costs of this lawsuit, including their reasonable attorneys' fees.

SECOND CAUSE OF ACTION

**Violation of Plaintiffs' First Amendment Right to Freedom of Speech
Compelled Speech
(42 U.S.C. § 1983)**

279. Plaintiffs repeat and reallege each of the allegations contained in paragraphs 1–

241 of this Complaint, as if set forth fully herein.

280. The First Amendment's Free Speech Clause prohibits the government from compelling citizens to express or support a message not of their own choosing.

281. The First Amendment's Free Speech Clause, incorporated and made applicable to the states by the Fourteenth Amendment to the United States Constitution, prohibits public universities from compelling students to express messages not of their choosing.

282. Defendants used the unbridled discretion given them by OSU's Facilities Use Policy and Literature Distribution Policy to require that Plaintiffs place warning signs around their displays and other expressive activities.

283. Defendants required that Plaintiffs place these warning signs around their displays and other expressive activities due to the content and viewpoint of Plaintiffs' expression.

284. By requiring Plaintiffs to place these warning signs around their displays and other expressive activities, Defendants compelled Plaintiffs to convey a message to the OSU community that Plaintiffs did not voluntarily choose to convey, and this compelled warning message undermined Plaintiffs' ability to convey their desired message to passersby.

285. Defendants' infringements of Plaintiffs' First Amendment rights do not satisfy strict scrutiny because they support no compelling governmental interest and they are not narrowly tailored to meet any such concerns.

286. Because of Defendants' actions, Plaintiffs have suffered, and continue to suffer, economic injury and irreparable harm. They are entitled to an award of monetary damages and equitable relief.

287. Pursuant to 42 U.S.C. §§ 1983 and 1988, Plaintiffs are entitled to a declaration that Defendants violated their First Amendment right to freedom of speech and an in-

junction against Defendants' policies and actions. Additionally, Plaintiffs are entitled to damages in an amount to be determined by the evidence and this Court and the reasonable costs of this lawsuit, including their reasonable attorneys' fees.

THIRD CAUSE OF ACTION

**Violation of Plaintiffs' First Amendment Right to be Free from Retaliation
(42 U.S.C. § 1983)**

288. Plaintiffs repeat and reallege each of the allegations contained in paragraphs 1–241 of this Complaint, as if set forth fully herein.

289. The First Amendment's Free Speech Clause prohibits the government from taking any retaliatory actions—including investigations—against citizens because they exercised their constitutional rights, including their right to free speech.

290. By arranging for Plaintiffs to be investigated for alleged *Student Code of Conduct* violations because they exercised their First Amendment rights and then by conducting that investigation (with its inherent threat of disciplinary action), Defendants by policy and practice have retaliated against Plaintiffs because of their free expression and deprived them of their ability to express their ideals freely on the OSU campus.

291. Plaintiffs' activities in the open, outdoor areas of OSU's campus described herein (*i.e.*, holding an outdoor display featuring pictures addressing an issue of public concern, distributing literature, carrying hand-held signs) constitute expression that the First Amendment clearly protects.

292. Defendants impeded Plaintiffs' exercise of their First Amendment rights by denying them access to high traffic venues, by relegating them to distant and sparsely-traveled areas of campus, by requiring them to erect warning signs and create "buffer zones," and by calling numerous meetings to persuade them to accept these restrictions voluntarily.

293. Defendants have knowingly and intentionally harassed and punished Plaintiffs

for persisting in their protected expression by calling for Plaintiffs to be investigated, by coordinating the Student Senate's call for an investigation, and then by investigating Plaintiffs for allegedly violating the *Student Code of Conduct*.

294. Defendants' actions to impede, harass, and punish Plaintiffs for exercise their free speech rights constitute adverse actions that would chill a student of ordinary firmness from exercising his free speech rights in the future.

295. Defendants' actions to impede Plaintiffs' activities and to harass and punish them for those activities are substantially motivated as a response to Plaintiffs' exercise of their First Amendment rights.

296. Defendants took the actions to impede Plaintiffs' activities and are taking the actions to harass and punish Plaintiffs for those activities as a function of the unbridled discretion that OSU's policies grant them.

297. Defendants took the actions to impede Plaintiffs' activities and are taking the actions to harass and punish Plaintiffs for those activities due to the content and viewpoint of Plaintiffs' expression.

298. Because of Defendants' actions, Plaintiffs have suffered, and continue to suffer, economic injury and irreparable harm. They are entitled to an award of monetary damages and equitable relief.

299. Pursuant to 42 U.S.C. §§ 1983 and 1988, Plaintiffs are entitled to a declaration that Defendants violated their First Amendment right to be free from retaliation and an injunction against Defendants' policies and actions. Additionally, Plaintiffs are entitled to damages in an amount to be determined by the evidence and this Court and the reasonable costs of this lawsuit, including their reasonable attorneys' fees.

FOURTH CAUSE OF ACTION

**Violation of Plaintiffs' Right to be Free from Unconstitutional Conditions
(42 U.S.C. § 1983)**

300. Plaintiffs repeat and reallege each of the allegations contained in paragraphs 1–241 of this Complaint, as if set forth fully herein.

301. Students and student organizations at public universities retain the right to speak freely in public fora on campus (including the open, outdoor areas of campus) without having to comply with prior restraints or other arbitrary, *ad hoc* limitations on that right.

302. By mandating that Plaintiffs could distribute literature and conduct their displays only in the locations that Defendants selected and only if they created “buffer zones” by placing warning signs around their expressive activities, Defendants have unconstitutionally conditioned the receipt of state benefits—specifically, access to the public fora of OSU’s campus—on Plaintiffs surrendering, suspending, or limiting their constitutional right to free speech.

303. Because of Defendants’ actions, Plaintiffs have suffered, and continue to suffer, economic injury and irreparable harm. They are entitled to an award of monetary damages and equitable relief.

304. Pursuant to 42 U.S.C. §§ 1983 and 1988, Plaintiffs are entitled to a declaration that Defendants violated their constitutional right to be free from unconstitutional conditions and an injunction against Defendants’ policies and actions. Additionally, Plaintiffs are entitled to damages in an amount to be determined by the evidence and this Court and the reasonable costs of this lawsuit, including their reasonable attorneys’ fees.

FIFTH CAUSE OF ACTION

**Violation of Plaintiffs' Fourteenth Amendment Right to Due Process of Law
(42 U.S.C. § 1983)**

305. Plaintiffs repeat and reallege each of the allegations contained in paragraphs 1–

241 of this Complaint, as if set forth fully herein.

306. The Fourteenth Amendment to the United States Constitution guarantees citizens the right to due process of law and prohibits the government from employing vague and overbroad standards to limit, regulate, or censor speech.

307. Thus, the government may not regulate speech based on policies that cause persons of common intelligence to guess at their meaning and differ as to their application.

308. The government also may not regulate speech in ways that do not provide persons of common intelligence fair warning as to what speech is permitted and what speech is prohibited.

309. Defendants' Facilities Use Policy contains no criteria to guide administrators when deciding whether to approve students' and student organizations' request to reserve outdoor venues on the OSU campus for expressive activities (including those that involve off-campus organizations) and whether to move students' and student organizations' expressive activities to outdoor venues not of their choosing.

310. Defendants' Facilities Use Policy is impermissibly vague and ambiguous and is thus incapable of providing meaningful guidance to Defendants.

311. By denying Plaintiffs use of the Library Lawns, by moving Plaintiffs' table display away from the Chi-O Clock to a low-traffic location they never requested, and by requiring Plaintiffs to place warning signs around their activities in order to create a "buffer zone," Defendants exercised the unbridled discretion afforded them by the ambiguity in their Facilities Use Policy in order to exclude and restrict speech that they disfavored.

312. Defendants' Literature Distribution Policy contains no criteria to guide administrators when deciding where and under what limitations students and student organizations may distribute literature in the outdoor venues of OSU's campus.

313. The locations at which students are permitted to engage in literature distribution are not described in Defendants' Literature Distribution Policy, allowing OSU officials to act with unbridled discretion when deciding when and where students will be permitted to engage in literature distribution on campus.

314. Defendants' Literature Distribution Policy is impermissibly vague and ambiguous and is thus incapable of providing meaningful guidance to Defendants.

315. By prohibiting Plaintiffs from distributing literature and carrying hand-held signs near the Chi-O Clock and by requiring that they place warning signs around any literature distribution and sign-carrying activities in order to create a "buffer zone," Defendants exercised the unbridled discretion afforded them by the ambiguity in their Literature Distribution Policy in order to exclude and restrict speech that they disfavored.

316. As no written OSU policy prohibits or restricts the display of "graphic images," defines what is a "graphic image," or sets forth any guidelines for OSU administrators to use in determining what qualifies as a "graphic image," Defendants' efforts to restrict Plaintiffs' use of images they deemed "graphic" are vague, ambiguous, dependent upon the unbridled discretion of administrators, and subject to discriminatory enforcement.

317. Even if Defendants had a written policy that prohibited or restricted the display of "graphic images," that defined what is a "graphic image," or that set forth guidelines for OSU administrators to use in determining what qualifies as a "graphic image," such a policy would be unconstitutionally vague and overbroad.

318. Because of Defendants' actions, Plaintiffs have suffered, and continue to suffer, economic injury and irreparable harm. They are entitled to an award of monetary damages and equitable relief.

319. Pursuant to 42 U.S.C. §§ 1983 and 1988, Plaintiffs are entitled to a declaration

that Defendants violated their Fourteenth Amendment right to due process of law and an injunction against Defendants' policies and actions. Additionally, Plaintiffs are entitled to damages in an amount to be determined by the evidence and this Court and the reasonable costs of this lawsuit, including their reasonable attorneys' fees.

SIXTH CAUSE OF ACTION

**Violation of Plaintiffs' Fourteenth Amendment Right to Equal Protection of Law
(42 U.S.C. § 1983)**

320. Plaintiffs repeat and reallege each of the allegations contained in paragraphs 1–241 of this Complaint, as if set forth fully herein.

321. The Fourteenth Amendment to the United States Constitution also guarantees citizens the equal protection of the laws, which prohibits the government from treating similarly situated citizens differently.

322. When government regulations infringe on fundamental rights, discriminatory intent is presumed.

323. Defendants allowed other student organizations (*e.g.*, the Student Union Activity Board, Relay for Life, Chi Alpha, Reformed University Fellowship, Church of Christ University Center) to reserve the Library Lawns for their expressive activities, including activities that placed a higher strain on the landscaping than Plaintiffs' display, but they denied the same to Plaintiffs.

324. Defendants allowed other student organization (*e.g.*, Teach for America) to reserve outdoor areas of campus for displays without requiring them to maintain a continuous student presence at that display, but they denied the same to Plaintiffs.

325. Defendants allowed other student organizations (*e.g.*, Sexual Orientation Diversity Association, the students commemorating the attack on the Murrah Federal Building) to reserve the Chi-O Clock for table displays that featured pictorial or other static dis-

plays, including ones that could offend the sensibilities of passersby, but they denied the same to Plaintiffs.

326. Defendants allowed other student organizations (*e.g.*, Sexual Orientation Diversity Association, the students commemorating the attack on the Murrah Federal Building) to conduct expressive activities that featured pictorial or other static displays, including ones that could offend the sensibilities of passersby, without requiring the organizers to create a “buffer zone” or erect warning signs, but they denied the same to Plaintiffs.

327. Defendants allowed other student organizations (*e.g.*, Sexual Orientation Diversity Association, the students commemorating the attack on the Murrah Federal Building) to distribute literature and/or to display small or hand-held signs at the Chi-O Clock, but they denied the same to Plaintiffs.

328. Defendants allowed other student organizations (*e.g.*, Sexual Orientation Diversity Association, the students commemorating the attack on the Murrah Federal Building) to distribute literature and to display small or hand-held signs at the Chi-O Clock, without requiring the organizers to create a “buffer zone” or erect warning signs, but they denied the same to Plaintiffs.

329. In sum, Defendants treated Plaintiffs disparately when compared to similarly situated student organizations by denying Plaintiffs use of the Library Lawns, by moving Plaintiffs’ table display away from the Chi-O Clock, by prohibiting Plaintiffs from distributing literature or carrying hand-held signs at the Chi-O Clock, and by requiring Plaintiffs to erect warning signs around their expressive activities in order to create a “buffer zone.”

330. Defendants’ disparate treatment constitutes an exercise of the unbridled discretion given them in OSU’s Facilities Use and Literature Distribution Policies.

331. Thus, Defendants' Facilities Use and Literature Distribution Policies have been applied to discriminate intentionally against Plaintiffs' rights to freedom of speech and due process of law.

332. Defendants lack a rational or compelling state interest for such disparate treatment of Plaintiffs.

333. Defendants' Facilities Use and Literature Distribution Policies are not narrowly tailored as applied to Plaintiffs because Plaintiffs' speech does not implicate any of the interests that Defendants' might have.

334. Because of Defendants' actions, Plaintiffs have suffered, and continue to suffer, economic injury and irreparable harm. They are entitled to an award of monetary damages and equitable relief.

335. Pursuant to 42 U.S.C. §§ 1983 and 1988, Plaintiffs are entitled to a declaration that Defendants violated their Fourteenth Amendment right to equal protection of the law and an injunction against Defendants' policies and actions. Additionally, Plaintiffs are entitled to damages in an amount to be determined by the evidence and this Court and the reasonable costs of this lawsuit, including their reasonable attorneys' fees.

PRAYER FOR RELIEF

Wherefore, Plaintiffs respectfully request that this Court enter judgment against Defendants and provide Plaintiffs with the following relief:

- A. A declaratory judgment that Defendants' Facilities Use Policy—specifically the portions granting Defendants unbridled discretion to approve, deny, relocate, or restrict students' expressive activities in the open, outdoor venues of campus—violates Plaintiffs' rights under the First and Fourteenth Amendments;
- B. A preliminary and permanent injunction invalidating Defendants' Facilities Use Policy, specifically the portions granting Defendants unbridled discretion to ap-

prove, deny, relocate, or restrict students' expressive activities in the open, outdoor venues of campus;

- C. A declaratory judgment that Defendants' Literature Distribution Policy—specifically the portions prohibiting anonymous speech, requiring students to file any literature to be distributed with the OSU Office of Campus Life, and granting Defendants unbridled discretion to limit in which of the open, outdoor venues of campus students may distribute literature—violates Plaintiffs' rights under the First and Fourteenth Amendments;
- D. A preliminary and permanent injunction prohibiting Defendants, their agents, officials, servants, employees, and any other person acting in their behalf, from enforcing the portions of Defendants' Literature Distribution Policy that prohibit anonymous speech and require students to file any literature to be distributed with the OSU Office of Campus Life;
- E. A preliminary and permanent injunction invalidating the portions of Defendants' Literature Distribution Policy that grant Defendants unbridled discretion to limit in which of the open, outdoor venues of campus students may distribute literature;
- F. Nominal damages or, in the alternative, compensatory damages in an amount exceeding \$10,000.00 for the violation of Plaintiffs' constitutional rights guaranteed by the First and Fourteenth Amendments;
- G. Plaintiffs' reasonable attorneys' fees, costs, and other cost and disbursements in this action pursuant to 42 U.S.C. § 1988; and
- H. All other further relief to which Plaintiffs may be entitled.

Respectfully submitted this 25th day of January, 2013,

/s/ Brently C. Olsson

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*Application for *pro hac vice* admission to be filed.