

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

STATE REPRESENTATIVE DAVID AGEMA,
ELIZABETH GRIFFIN, MARK GURLEY,
and WILLIS SAGE

Plaintiffs,

v.

COMPLAINT
[Civil Rights Action under 42
U.S.C. § 1983]

CITY OF ALLEGAN; ROB HILLIARD, City
Manager, City of Allegan; RICK HOYER,
Chief of Police, City of Allegan; SGT. RON BOYSEN,
Police Officer, City of Allegan; OFFICER JOSH
MORGAN, Police Officer, City of Allegan; OFFICER
MEL BRUMMEL, Police Officer, City of Allegan;
ALLEGAN PUBLIC SCHOOL DISTRICT;
KEVIN HARNESS, individually and in his official
capacity as a superintendent in the Allegan Public
School District; JIM MALLARD, individually and in
his official capacity as a principal in the Allegan Public
School District; COUNCIL ON AMERICAN-ISLAMIC
RELATIONS (“CAIR”); DAWUD WALID, CAIR-MI
Executive Director; PEOPLE FOR THE AMERICAN
WAY; MICHAEL B. KEEGAN, President of People For
the American Way,

Defendants.

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COMPLAINT

Plaintiffs, State Representative David Agema, Elizabeth Griffin, Mark Gurley, and Willis Sage (collectively referred to as “Plaintiffs”), by and through their undersigned counsel, bring this civil rights Complaint against the above-named Defendants, their employees, agents, and successors in office, and in support thereof allege the following upon information and belief:

INTRODUCTION

1. This case seeks to protect and vindicate fundamental constitutional rights. It is a civil rights action brought under the First and Fourteenth Amendments to the United States Constitution, 42 U.S.C. § 1983, and Michigan state law, challenging Defendants’ acts, policies, practices, customs, and/or procedures that deprived Plaintiffs of the right to engage in religious and political speech and expressive activities in the City of Allegan, Michigan during the “Constituting Michigan – Founding Principles Act” event (hereinafter the “free speech event”) held on or about Thursday, January 26, 2012 at Allegan High School, Allegan, Michigan. Defendants’ policies, practices, customs, and/or procedures will continue to deprive Plaintiffs of their fundamental constitutional rights at future speaking events in the City of Allegan (hereinafter “City”).

2. The City’s acts, policies, practices, customs, and/or procedures, and its failure to adequately train and supervise its police officers were each a moving force behind the constitutional violations in this case.

3. The City and its highest ranking officials, including the chief of police, Defendant Hoyer, in conjunction, agreement, and cooperation with police officers and school officials, worked together, acted with reckless and callous indifference to Plaintiffs’ constitutional rights, and in fact did jointly engage in conduct that deprived Plaintiffs of their fundamental

constitutional rights. Defendants' actions were taken to silence, chill, and stop Plaintiffs from engaging in constitutionally protected activities; and did so silence, chill, and stop Plaintiffs.

4. The City worked in concert with Defendant Allegan Public School District (hereinafter referred to as "School District") to restrict Plaintiffs from engaging in their constitutional rights to Free Speech and Free Assembly.

5. As set forth in this Complaint, the policies, practices, customs, and/or procedures of Defendant School District and its failure to adequately train and supervise its employees, including Defendant Jim Mallard and Defendant Kevin Harness were each a moving force behind the constitutional violations in this case.

6. Defendants School District and Mallard breached its Contract with Plaintiffs by failing to perform its obligations under the mutually agreed upon Contract with Plaintiffs after Plaintiffs fulfilled their obligations.

7. Defendants CAIR and Walid and Defendants People For the American Way and Keegan, acting both individually and for and on behalf of CAIR and People For the American Way, tortiously interfered with the Contract between Defendants School District and Mallard and Plaintiffs, which caused the breach.

8. Plaintiffs seek a declaration that Defendants violated their clearly established constitutional rights as set forth in this Complaint; a declaration that Defendants breached their Contract with Plaintiffs as set forth in this Complaint; a declaration that Defendants tortiously interfered with Plaintiffs' Contract as set forth in this Complaint; a declaration that Defendants in their individual capacity acted with callous indifference for Plaintiffs' clearly established constitutional rights as set forth in this Complaint; a preliminary and permanent injunction enjoining the enforcement of Defendants' unconstitutional acts, policies, practices, customs,

and/or procedures as set forth in this Complaint; and a judgment awarding nominal, compensatory, and punitive damages against Defendants for the harm caused to Plaintiffs by the conduct of the Defendants which violated the fundamental rights of Plaintiffs. Plaintiffs also seek an award of their reasonable costs of litigation, including attorneys' fees and expenses, pursuant to 42 U.S.C. § 1988 and other applicable law.

JURISDICTION AND VENUE

9. The action arises under the Constitution and laws of the United States and the State of Michigan. Jurisdiction is conferred on this court pursuant to 28 U.S.C. §§ 1331 and 1343. This court has supplemental jurisdiction over the state law claims pursuant to 28 U.S.C. § 1367(a).

10. Plaintiffs' claims for declaratory and injunctive relief are authorized by 28 U.S.C §§ 2201 and 2202, by Rule 57 and 65 of the Federal Rules of Civil Procedure, and by the general legal and equitable powers of this court. Plaintiffs' claims for damages are authorized under 42 U.S.C. § 1983 and by the general legal and equitable powers of this court, as well as the laws of the State of Michigan.

11. Venue is proper under 28 U.S.C. § 1391(b) because a substantial part of the events or omission giving rise to Plaintiffs' claims occurred in this district.

PLAINTIFFS

12. Plaintiff State Representative David Agema is a resident of Michigan and an elected State Representative for the 74th District serving in Michigan's House of Representatives. As a state representative, Plaintiff Agema serves the public by keeping informed on public policy issues, writing and promoting legislation, voting on bills, assisting citizens with constituent services, and working toward the betterment of the community and

State he represents. Plaintiff Agema has a strong background devoted to community involvement, advocacy, and volunteerism.

13. Plaintiff Agema, as part of his duties as an elected state representative, speaks publicly about various bills that he sponsors. He also keeps informed and receives information on matters of public interest to formulate public policy and legislation for the State of Michigan.

14. Plaintiff Agema is a sponsor of HB 4769 entitled “Restriction of Application of Foreign Laws Act” (based on the American Laws for American Courts Model Act), which bans the use of foreign laws including Sharia law, by courts and administrative bodies of the State, when those laws conflict with fundamental rights protected by the Constitutions of the United States and the State of Michigan.

15. Plaintiff Elizabeth Griffin is a resident of the State of Michigan. Plaintiff Griffin is a chapter leader for the organization, ACT! for America. ACT! for America is a non-partisan, non-sectarian organization whose mission is to give Americans concerned about national security, terrorism, and the threat of radical Islam, a powerful, organized, informed and mobilized voice. Plaintiff Griffin promotes the “Constituting Michigan – Founding Principles Act”, which would require Michigan public schools to teach the history and Constitution of the United States.

16. Plaintiff Griffin also guides and mentors chapter leaders for various chapters of the ACT! for America organization, as well as educates concerned Americans about the threat of Islamic Sharia law to our system of law in the United States. Plaintiff Griffin worked with Plaintiff Sage to organize the free speech event, attended the free speech event, and also set up a booth at the free speech event on behalf of ACT! for America where Plaintiff Griffin distributed literature prior to the event being shut down.

17. Plaintiff Mark Gurley is a resident of the State of Michigan. Plaintiff Gurley paid for the air fare of Kamal Saleem and his bodyguard, Kevin Jones, to fly into Grand Rapids, Michigan for the purpose of Kamal Saleem speaking at the free speech event that Plaintiff Gurley attended. Plaintiff Gurley paid approximately \$975 for the air plane tickets.

18. Plaintiff Willis Sage is a resident of the State of Michigan. Plaintiff Sage is a County Commissioner for the County of Allegan in the State of Michigan.

19. Plaintiff Sage is the author and leading force behind the “Constituting Michigan – Founding Principles Act,” which would require Michigan public schools to teach the history and constitution of the United States.

20. Plaintiff Sage organized the free speech event.

21. Plaintiff Sage rented the room at Allegan High School where the free speech event was held. Plaintiff Sage paid for the rental of the room.

22. Plaintiff Sage was also in attendance at the free speech event.

23. Plaintiffs intend to rent the facilities of Allegan High School again for future free speech events to inform the public about pending legislation, constitutional freedoms, and the dangers of radical Islam and Sharia law to our fundamental freedoms.

DEFENDANTS

24. Defendant City is a municipal entity organized and existing under the laws of the State of Michigan. It is a municipal corporation with the right to sue and be sued.

25. The City and its officials are responsible for creating, adopting, approving, ratifying, and enforcing the rules, regulations, policies, practices, procedures, and/or customs of the City, including the policies, practices, and procedures of its police department as set forth in this Complaint.

26. The City and its officials are also responsible for creating, adopting, approving, ratifying, and enforcing the rules, regulations, policies, practices, procedures, and/or customs that deprived Plaintiffs of their fundamental constitutional rights during the free speech event. These rules, regulations, policies, practices, procedures and/or customs were the moving force behind the actions that deprived Plaintiffs of their fundamental constitutional rights as set forth in this Complaint.

27. At all relevant times, the City trained, supervised, and employed its police officers, including Defendants Hoyer, Boysen, Morgan, and Brummel.

28. The acts, policies, practices, customs, and/or procedures of the City and its police department were the moving force behind the constitutional violations set forth in this Complaint. The deficient training and supervision of these officers, which was done with the deliberate indifference as to their known or obvious consequence, was also a moving force behind the actions that deprived Plaintiffs of their fundamental constitutional rights as set forth in this Complaint.

29. The City approved of and ratified the acts, policies, practices, customs, and/or procedures of its police department and its police officers, including Defendant police officers relating to shutting down the free speech event on or about January 26, 2012.

30. The City's actions relating to the free speech event deprived Plaintiffs of their fundamental constitutional rights as set forth in this Complaint.

31. Defendant Rob Hilliard is the city manager of the City. At all relevant times, he was an agent, servant, and/or employee of the City, acting under color of state law. As the city manager, he is the City's chief executive officer and the immediate supervisor of the chief of police.

32. In his official capacity as city manager, Defendant Hilliard was a moving force behind the actions that deprived Plaintiffs of their fundamental constitutional rights as set forth in this Complaint. Defendant Hilliard is sued individually and in his official capacity as city manager of the City.

33. Defendant Rick Hoyer is the chief of police for the City Police Department. At all relevant times, he was an agent, servant, and/or employee of the City, acting under the color of state law and acting pursuant to the City's policies, practices, customs, and/or procedures.

34. As the chief of police, Defendant Hoyer is responsible for the acts, policies, practices, customs, and/or procedures of the police department that deprived Plaintiffs of their fundamental constitutional rights during the free speech event as set forth in this Complaint.

35. These rules, regulations, policies, practices, procedures, and/or customs were the moving force behind the actions that deprived Plaintiffs of their fundamental constitutional rights. Defendant Hoyer is sued individually and in his official capacity as chief of police for the City Police Department.

36. Defendants Ron Boysen, Josh Morgan, and Mel Brummel are police officers for the City Police Department. At all relevant times, Defendant Boysen, Morgan, and Brummel were agents, servants, and/or employees of the City, acting under color of state law.

37. Defendants Boysen, Morgan, and Brummel acted jointly to deprive Plaintiffs of their fundamental constitutional rights on or about January 26, 2012. Defendants Boysen, Morgan, and Brummel are sued individually and in their official capacities as police officers for the City Police Department.

38. The School District is a public entity established and organized under, and pursuant to, the laws of the State of Michigan with the authority to sue and be sued in its own name. Allegan High School is a school operated by and located within the School District.

39. The School District and its officials are responsible for creating, adopting, approving, ratifying, and enforcing the policies, practices, customs, and/or procedures of the district, including the unconstitutional policies, practices, customs, and/or procedures set forth in this Complaint.

40. The School District and its officials are responsible for the training and supervision of its principals, including the training and supervision of Defendants Harness and Mallard. The School District's failure to adequately train and supervise its employees, including Defendants Harness and Mallard, was a moving force behind the constitutional violations set forth in this Complaint.

41. The School District and the City worked together and agreed upon the actions taken as set forth in this Complaint, and in cooperation with one another adopted, authorized, and/or approved the policies, practices, customs, and/or procedures which violated the Plaintiffs' rights to free speech and free assembly under the laws of the United States and the State of Michigan.

42. Defendant Kevin Harness was at all relevant times the superintendent of the Allegan Public School District. As the superintendant, Defendant Harness is required to enforce the policies, practices, customs, and/or procedures of the School District, including the unconstitutional policies, practices, customs, and/or procedures set forth in this Complaint. In his capacity as a superintendent and in compliance with the School District's training, supervision, policies, practices, customs, and/or procedures, Defendant Harness promoted and

enforced the School District's practices, policies, and customs which deprived Plaintiffs of their fundamental constitutional rights as set forth in this Complaint.

43. Defendant Jim Mallard was at all relevant times a principal at Allegan High School employed by the School District. As a principal, Defendant Mallard is required to enforce the policies, practices, customs, and/or procedures of the School District, including the unconstitutional policies, practices, customs, and/or procedures set forth in this Complaint. In his capacity as a principal and in compliance with the School District's training, supervision, policies, practices, customs, and/or procedures, Defendant Mallard promoted and enforced the School District's practices, policies, and customs which deprived Plaintiffs of their fundamental constitutional rights as set forth in this Complaint.

44. Defendant Council on American-Islamic Relations (hereinafter "CAIR") is a nonprofit 501(c)(3) advocacy group which promotes Islam and seeks to empower the Muslim community, encouraging social and political activism amongst the Muslim community.

45. The chapter of the organization located in Michigan is a subsidiary of America's largest Islamic advocacy group, CAIR, headquartered in Washington D.C.

46. CAIR was named as an unindicted co-conspirator/joint venturer in the largest terrorism funding trial in U. S. history, *U.S. v. Holy Land Found. for Relief & Dev.* ("HLF"). See *U.S. v. Holy Land Found. for Relief & Dev.*, 624 F.3d 685, 689, n.1, 693 (5th Cir. 2010) (holding to unseal lower court records in which the district court denied CAIR's motion, amongst other organizations' motions, to expunge its name from the lower court's proceedings, and quoting the lower court judge which stated "that there was ample evidence to establish the association of . . . [the unindicted co-conspirators] with HLF, the Islamic Association of Palestine ("IAP"), and Hamas.") (internal quotations and punctuation omitted).

47. In *U.S. v. Holy Land Found. for Relief & Dev.*, federal prosecutors proved that HLF, once the largest Islamic charity in America, worked closely with Hamas, a United States government designated terrorist organization, to fund terrorist activities and to support the spread of Islamic fundamentalism at all costs. *U.S. v. Abdulqader*, 644 F. Supp. 2d 799, 801 (N.D. Tex. 2009).

48. Defense attorneys for HLF argued that HLF was a legitimate, non-political charity. However on November 23, 2008, a jury found HLF and five of its members guilty of all 108 criminal charges before them.

49. During the trial several FBI agents testified to the unmistakable financial connections and dealings between HLF and CAIR.

50. Introduced as an exhibit in the HLF trial aforementioned was a document dated May 22, 1991, prepared by Mohamed Akram, entitled "*An Explanatory Memorandum on the General Strategic Goal for the Group in North America.*"

51. The document contained the following language: "The process of settlement is a 'Civilization–Jihadist Process' with all the word means. The Ikhwan [Muslim Brotherhood] must understand that their work in America is a kind of grand jihad in eliminating and destroying the Western civilization from within and 'sabotaging' its miserable house by their hands and the hands of believers so that it is eliminated and Allah's religion is made victorious over all other religions."

52. The FBI severed ties with CAIR due to its status as an unsuitable liaison partner.

53. Steven Pomerantz, the FBI's former chief of counterterrorism, even noted that "CAIR, its leaders, and its activities effectively give aid to international terrorist groups."

54. Defendant Dawud Walid is the Executive Director of CAIR-MI. At all relevant times, he represented himself as an agent, servant, and/or employee of CAIR, acting on behalf of CAIR. As the Executive Director of CAIR-MI, he is the leader, supervisor, and primary community activist for CAIR in the State of Michigan.

55. Defendant Walid was a moving force behind the actions that deprived Plaintiffs of their fundamental constitutional rights as set forth in this Complaint.

56. Defendant Walid, individually and as a representative of CAIR-MI, is an outspoken opponent of HB 4769 entitled “Restriction of Application of Foreign Laws Act” (based on the American Laws for American Courts Model Act), sponsored by Plaintiff Agema.

57. HB 4769 bans the use of foreign laws including Sharia law, by state courts and administrative bodies when those laws conflict with fundamental rights protected by the Constitutions of the United States or the State of Michigan.

58. On August 16 2011, Defendant Walid attended a news conference outside the State Office Building in Detroit Michigan and publicly voiced his opposition to HB 4769 sponsored by Plaintiff Agema.

59. Defendant People For the American Way is a liberal, left-wing activist group, located and organized under the laws of Washington D.C.

60. Defendant People For the American Way conducts political lobbying and monitors what it considers to be right-wing activity and publicizes the “Right Wing Watch” which criticizes and disparages conservative politics and Christian –Judeo values.

61. Defendant People For the American Way runs an affiliated foundation called the People For the American Way Foundation, a 501(c)(3) organization which conducts extensive research activities for left-wing causes.

62. Defendant People For the American Way also created the People For the American Way Voter Alliance, which is a political action committee endorsing liberal candidates for office.

63. People For the American Way is a member of a number of progressive coalitions and partners with other organizations and causes including, the National Coalition Against Censorship.

64. Defendant Michael B. Keegan is the President and a member of the Board of Directors for People For the American Way. At all relevant times, he represented himself as an agent, servant, and/or employee of People For the American Way, acting on behalf of People For the American Way. As the President and a Director of People For the American Way, he is the leader and supervisor of People For the American Way.

65. Defendant Keegan, acting in conjunction and agreement with Defendants CAIR and Walid, was a moving force behind the actions that deprived Plaintiffs of their fundamental constitutional rights as set forth in this Complaint.

STATEMENT OF FACTS

“Constituting Michigan—Founding Principles Act” Event

66. Plaintiffs, along with Kamal Saleem and Koome Ministries, agreed to present and organize the free speech event.

67. The free speech event was titled “Constituting Michigan—Founding Principles Act.” Plaintiffs, along with Kamal Saleem, planned and contributed to the event which addressed the founding principles of the United States: patriotism and Christian values.

68. The purpose of the event was to discuss and inform the public about the importance of honoring the United States and the Michigan Constitutions in Michigan Schools,

to recognize the internal threat to America posed by radical Muslims, to alert the public about the dangers to our free society caused by the imposition of Sharia law, and to discuss HB 4769 “Restriction of Application of Foreign Laws Act.”

69. Plaintiff Agema planned to speak first about two bills before the Michigan House—including HB 4769. Plaintiff Agema then planned on introducing Kamal Saleem, who would also discuss the legislation promoted by Plaintiff Agema.

70. The Plaintiffs’ planned presentations at the event were constitutionally protected speech.

71. Approximately a month prior to the free speech event on January 26, 2012, Plaintiff Sage met with Defendant Mallard for the purpose of renting a room at Allegan High School to host the event.

72. At this meeting, Plaintiff Sage described the free speech event to Defendant Mallard. Defendant Mallard responded to the description of the event by asking Plaintiff Sage about President Obama’s “core principles,” referring to President Obama’s policies on education and education reform.

73. Defendant Mallard never asked Plaintiff Sage who would be speaking at the event.

74. Defendant Mallard did not inform Plaintiff Sage of any rules prohibiting certain speakers or barring certain subject matters from being discussed on school property, and more specifically at the free speech event.

75. Defendant Mallard then showed Plaintiff Sage a room which Defendant Mallard believed to be appropriate for the free speech event.

76. Defendant Mallard agreed to rent the room to Plaintiff Sage, and Plaintiff Sage paid Allegan High School \$90 to rent the room for a period of three hours, from 6pm-9pm on January 26, 2012, for the purpose of allowing the Plaintiffs to hold the free speech event in the room. See (Exhibit. 1- Invoice).

77. Plaintiffs planned who would speak at the event and coordinated contributions each Plaintiff would make toward hosting the free speech event.

78. Plaintiff Gurley contacted speaker, Kamal Saleem, and requested that he speak at the free speech event.

79. Kamal Saleem heads Koome Ministries, a nonprofit organization which teaches about the dangers of radical Islam and spreads its message through education, building relationships, and prayer.

80. Kamal Saleem asserts that he has a unique perspective on the internal threat to America posed by Sharia law and radical Muslims as he was once a Muslim involved in terrorist activities who has since transformed himself and converted to Christianity.

81. Kamal Saleem has spoken in numerous high schools and several universities, Christian churches, and Jewish temples across the nation. Kamal Saleem also has spoken at the United States Air Force Academy, Michigan's State Capital, and Ford Field in Detroit, Michigan.

82. At all of his previous events, Kamal Saleem never experienced an issue with security nor had his speaking engagement shut down by security or law enforcement.

83. Furthermore, Kamal Saleem has spoken at several events since the free speech event and contemporaneous to the free speech event.

84. At all of his events subsequent and contemporaneous to the free speech event, Kamal Salam has never experienced an issue with security nor had his speaking engagement shut down by security or law enforcement.

85. In addition to Plaintiff Gurley securing the appearance of Kamal Saleem to speak on currently proposed Michigan Legislation, including the Founding Principles Act, and also to speak about the threat of Sharia law and radical Islam at the free speech event, Plaintiff Gurley paid approximately \$975 for the air plane tickets of Kamal Saleem and his bodyguard, Kevin Jones, to fly into Grand Rapids, Michigan for the free speech event.

86. Plaintiff Sage arranged for Representative Agema to also speak at the free speech event, and worked with Plaintiff Griffin for ACT! for America to have a presence at the free speech event and have a booth to distribute information about the organization.

87. After organizing the event with Plaintiffs, and approximately ten days before the free speech event was to take place, Plaintiff Sage met with Defendant Hoyer.

88. During the meeting, Plaintiff Sage reiterated the purpose of the free speech event and informed Defendant Hoyer that Plaintiff State Representative Agema and Kamal Saleem would be speaking at the event.

89. Plaintiff Sage explained to Defendant Hoyer that Kamal Saleem is considered by some to be “an ex-terrorist who has converted to Christianity.”

90. Plaintiff Sage requested the presence of two officers for the free speech event.

91. Defendant Hoyer stated that he would conduct a “Google search” on Kamal Saleem to discover more information about him prior to the free speech event.

92. Defendant Hoyer failed to conduct the “Google search” on Kamal Saleem at or near that time, as he had promised.

93. At all times relevant hereto, Defendant Hoyer failed to exercise due diligence of a law enforcement executive to conduct a reasonable inquiry into an actual threat posed by allowing the free speech event to take place as planned.

94. At the end of the meeting, Defendant Hoyer stated that he would provide one police officer to be present at the free speech event.

Defendants work together to violate Plaintiffs' fundamental constitutional rights

95. On or about January 24, 2012, two days before the free speech event, Defendant Mallard received a letter from Defendants Walid, (CAIR) and Keegan (People For the American Way). (Exhibit 2- Letter from Defendants CAIR and People For the American Way).

96. In the letter, Defendant Walid and Defendant Keegan admitted that they know a contract existed between the School District and the Plaintiff Sage and that Allegan High School had agreed to host the free speech event featuring Kamal Saleem.

97. Defendants Walid and Keegan, and in accordance with the views of and on behalf of the organizations which they head, Defendants CAIR and People For the American Way, voiced strong disfavor for Kamal Saleem, offering defamatory remarks as to his authenticity as a speaker and dissenting to the viewpoint of his free speech.

98. Defendant Walid, on behalf of Defendant CAIR, and Defendant Keegan, on behalf of Defendant People For the American Way, requested and urged that Defendant Harness breach its Contract with the Plaintiffs and disallow Kamal Saleem from speaking at the free speech event.

99. Defendants Walid, CAIR, Keegan, and People For the American Way also called for the School District to forever bar Kamal Saleem from ever speaking at any event held at

Allegan High School. (Exhibit 2- Letter from Defendants CAIR and People For the American Way).

100. The signature block of the letter bears the names of Defendants CAIR, Walid, People For the American Way and Keegan.

101. The letter was submitted to Defendants Harness and Mallard on behalf of Defendants CAIR, Walid, People For the American Way, and Keegan.

102. Defendant Walid both sent the letter by U.S. mail and emailed the letter, written on CAIR letterhead, to Defendants Harness and Mallard on January 24, 2012.

103. At the time the letter was prepared and sent, Defendants Walid and Keegan knew and understood that Kamal Saleem's presentation was protected by the First Amendment to the United States Constitution. (Exhibit 2- Letter from Defendants CAIR and People For the American Way).

104. Defendant Walid carbon copied Defendant Keegan in the emailed letter sent to Defendants Harness and Mallard.

105. On January 25, 2012, Defendant Hoyer received a phone call from Defendant Harness, in which Defendant Harness told Defendant Hoyer that he received emails from people opposing Kamal Saleem's viewpoint.

106. The "emails" Defendant Harness referred to is the letter from Defendants CAIR, Walid, People For the American Way, and Keegan. (Exhibit 2- Letter from Defendants CAIR and People For the American Way).

107. On the day of the event, Defendant Mallard called Defendant Hoyer and stated that he too received emails opposing Kamal Saleem's viewpoint.

108. Defendant Hoyer informed Defendant Boysen of this information on the day of the event, and stated that some picketing or protesting may occur at the free speech event.

109. No specific threats of violence concerning the free speech event were ever received by the City's Police Department.

110. No specific threats of violence concerning the free speech event were ever received by Allegan High School.

111. No specific threats of violence concerning the free speech event were ever received by the Allegan Public School District.

112. There were no picketers or protesters present in or around Allegan High School before, during or after the free speech event.

113. At approximately 6pm on January 26, 2012, Defendants Boysen, Morgan, and Brummel arrived at Allegan High School. Patrons of the free speech event were beginning to assemble.

114. Other than their presence, neither Defendant Boysen nor Morgan took any proactive measures to protect the patrons at the free speech event.

115. At this time Defendants Boysen and Brummel claim that an "unknown female" approached them, and stated that Kamal Saleem had a \$25 million dollar bounty on his head.

116. Awhile later, Plaintiff Sage spoke with Defendants Boysen and Morgan. Defendant Boysen asked Plaintiff Sage if the "angle" of the free speech event was "political or religious."

117. Plaintiff Sage told Defendant Boysen that the free speech event was both political and religious, and that Kamal Saleem would be speaking about the Founding Principles Act and the detriment of the spread of Sharia law as it effects American culture and our school system;

the speech would also include a discussion regarding Saleem's "conversion from Islam to Christianity and that the threat of terrorism is alive and well in the United States."

118. Defendant Boysen called Defendant Hoyer.

119. Defendant Hoyer instructed Defendant Boysen to further investigate the claim that Kamal Saleem had a bounty on his head.

120. Defendant Boysen then found Kevin Jones, the bodyguard for Kamal Saleem.

121. Plaintiff Sage was present during Defendant Boysen's questioning of Kevin Jones.

122. When questioned about the \$25 million dollar bounty, Kevin Jones stated that the claim started with a rumor that circulated approximately five years prior to the free speech event.

123. Kevin Jones stated he could not verify the claim.

124. Kevin Jones further stated that he could not put an amount to the claim, let alone the amount of \$25 million dollars.

125. Kevin Jones further stated that there had been death threats directed toward Kamal Saleem from Islamic extremists in the past.

126. Kevin Jones further stated that in the five years of speaking at events such as the free speech event, Kamal Saleem has *never* had a single incident—let alone any sort of outbreak of violence.

127. Kevin Jones assured Defendant Boysen that there was *no* cause for alarm.

128. Plaintiff Agema spoke at the free speech event, and introduced Kamal Saleem. Kamal Saleem took the stage and began speaking.

129. Plaintiff Griffin was operating an ACT! for America table and handing out literature for the organization.

130. Plaintiffs Griffin, Gurley, and Sage were in the audience, receiving the information from the speakers and listening to Kamal Saleem's speech which they had coordinated.

131. Plaintiff Agema was also receiving the information from and listening to Kamal Saleem's speech.

132. In the middle of the free speech event and during Kamal Saleem's speech, Defendant Hoyer arrived at Allegan High School.

133. Defendants Hoyer, Boysen, and Mallard discussed whether the free speech event should be shut down.

134. Defendant Mallard stated that he had already reviewed the matter with Defendant Harness.

135. At that time, the Defendants jointly decided and agreed to shut down the free speech event.

136. When Defendant Hoyer made the decision to shut down the free speech event, he was aware that the event was a constitutionally protected free speech activity under the First Amendment to the United States Constitution.

137. When Defendants Mallard and Harness made the decision to shut down the free speech event, they were aware that the event was a constitutionally protected free speech activity under the First Amendment to the United States Constitution.

138. When Defendant Hilliard ratified the decision to shut down the free speech event, he was aware that the event was a constitutionally protected free speech activity under the First Amendment to the United States Constitution.

139. When Defendants Boysen, Hoyer, and Mallard were discussing the potential threat of the unverified bounty on Kamal Saleem, the free speech event was taking place without the oversight of law enforcement.

140. When Defendants Boysen, Hoyer, and Mallard were discussing the potential threat of the unverified bounty on Kamal Saleem, Defendants Boysen, Hoyer, and Mallard were not in the room where the free speech event was taking place.

141. The Allegan Police Department does not have any sort of written departmental policy, procedure, or guideline that pertained to the closing of an event such as the free speech event, or the factors to be considered prior to shutting down such an event.

142. Therefore, the Allegan Police Department leaves complete, unfettered discretion at the hands of its officers agents, servants, and/or employees to shut down an event, such as the free speech event, or the factors to be considered prior to shutting down such an event.

143. The City of Allegan does not have any sort of written policy, procedure, or guideline that pertained to the closing of an event, such as the free speech event, or the factors to be considered prior to shutting down such an event.

144. Therefore, Defendant City leaves complete, unfettered discretion at the hands of its agents, servants, and/or employees to shut down an event, such as the free speech event, or the factors to be considered prior to shutting down such an event.

145. The Allegan Public School District does not have any sort of written policy, procedure, or guideline that pertained to the closing of an event, such as the free speech event, or the factors to be considered prior to shutting down such an event.

146. Therefore, Defendant School District leaves complete, unfettered discretion at the hands of its agents, servants, and/or employees to shut down an event, such as the free speech event, or the factors to be considered prior to shutting down such an event.

147. Acting pursuant to the City and School District's policy, procedure, practice, and/or custom of issuing unfettered discretion to its agents, servants, and/or employees, Defendants Hoyer, Boysen, Mallard, and Harness decided to violate the Plaintiffs' constitutional rights and shut down the free speech event.

148. Defendants Hoyer, Mallard, and Boysen ordered Plaintiff Sage to shut down the free speech event with callous indifference for the Plaintiffs' constitutionally granted rights.

149. At the time the decision was made to shut down the free speech event on January 26, 2012, Defendants Hilliard, Hoyer, Boysen, Morgan, Brummel, Harness, Mallard, City of Allegan, Allegan Public School District knew and understood that the event and speeches at the event were protected by the First Amendment to the United States Constitution.

150. Plaintiff Sage, in disagreement but acting in accordance to a police officer's command, informed Kevin Jones that the police were terminating the event.

151. Kevin Jones stated that no one had ever stopped Kamal Saleem from speaking before, that he disagreed with the Defendants' decision, but that he would cooperate with law enforcement's demands.

152. In fact, on the previous day, January 25, 2012, Kamal Saleem gave a well-publicized speech to a church in Grand Rapids, Michigan without threats of violence or need to shut down his speech.

153. Subsequent to the free speech event which was shut down, Kamal Saleem gave several speeches in Michigan during the remainder of the week without incident or the need to

stop his speech because of threats of violence or orders from the law enforcement agency having jurisdiction over the event.

154. Defendant Hoyer refused to consider objections to shutting down the free speech event based on constitutional grounds from Plaintiff Agema, Plaintiff Elizabeth Griffin, and others.

155. Defendant Hoyer instructed Plaintiffs Agema, Sage, and Gurley to shut down the free speech event.

156. Plaintiffs Agema and Gurley then went into the room where the free speech event was being held, and relayed the Defendants' demand to close the free speech event mid-way through the event and prior to the expiration of the rental agreement at 9pm.

157. Plaintiffs Agema and Gurley informed Kamal Saleem that the Defendant City's police were shutting down the free speech event.

158. The command given by the Defendant City's police forced Kamal Saleem to stop his speech.

159. The audience attending the free speech event, including Plaintiffs, lost their right to receive constitutionally protected information.

160. Kamal Saleem handed the microphone to Plaintiff Agema who explained to the crowd that the Defendant City's police commanded for the free speech event to end immediately.

161. Numerous attendees in the crowd questioned the legality of ending the presentation early in violation of their First Amendment rights. Plaintiffs spoke out in disfavor of ending the event, but followed the commands of law enforcement cohering with Michigan law.

162. Defendant Hilliard, the city manager, appeared at Allegan High School, spoke with Defendant Hoyer, and approved of his actions.

163. Other events that were occurring simultaneously in other locations within the Allegan High School building were neither alerted nor shut down.

164. Patrons at these other events in Allegan High School were not evacuated.

165. The only event terminated at Allegan High School was the free speech event.

166. No other law enforcement agencies were alerted or called on to assist the Allegan Police Department.

167. The Defendants made the decision to close down the free speech event, in spite of the fact that the Defendants knew of no specific threats of violence against Kamal Saleem in connection with the free speech event or at the free speech event.

168. The Defendants knew of no threats of violence against any attendee or speaker of the free speech event.

169. The Defendants City of Allegan or Allegan Public School District received no threats of violence and knew of no threats of violence to the free speech event.

170. Defendants did not act as if there was a credible threat to Kamal Saleem.

171. After stopping Kamal Saleem from speaking, police allowed him to remain on the school premises for a considerable amount of time without police protection.

172. No one was stopped or searched at Allegan High School.

173. The premises of Allegan High School were not searched.

174. The exterior of Allegan High School was not searched.

175. No Defendant tried to speak with anyone other than Plaintiff Sage and Kevin Jones.

176. Both Plaintiff Sage and Kevin Jones advised the Defendants not to shut down the free speech event as there was no credible or immediate threat to the safety of those at Allegan High School.

177. Defendants did not have a police presence inside the room where the free speech event was taking place—where the danger would have allegedly occurred.

178. Defendants met outside of the rented room at Allegan High School.

179. During that time Defendants were separated from the free speech event as the Defendants were in a different location from where the free speech event was taking place.

180. Therefore, Defendants could not have provided any safety or oversight to the speakers or attendees of the free speech event.

181. Defendants furthermore did not provide oversight during their forced evacuation of the free speech event from Allegan High School.

182. Plaintiff Gurley later received an offer from Kamal Saleem and Koome Ministries to move to a nearby bowling alley.

183. Plaintiff Gurley announced that people were gathering at a nearby bowling alley in an effort to continue Kamal Saleem's speech. Kamal Saleem, and a few attendees of the free speech event openly moved their gathering to a nearby bowling alley.

184. None of the Defendants went to the bowling alley to protect the patrons of the bowling alley or to ensure the security of Kamal Saleem or the attendees of his speech.

185. This further demonstrated that there was never any credible threat that merited the Defendants' interference of the free speech event.

186. There was also zero evidence that a Muslim Extremist was on site at Allegan High School, armed and prepared to carry out a "Fatwa" on Kamal Saleem.

187. Both Kamal Saleem and Kevin Jones had no intention for the free speech event to be shut down and wholeheartedly disagreed with the Defendants' decision to do so.

188. Defendant Hoyer admitted to a reporter for the Allegan County News that there was no specific threat to the event [free speech event].

189. Defendant Hoyer also admitted to the reporter that there may not have been any real danger to the event.

190. No specific threats of violence relating to the free speech event were received by the City of Allegan, the Allegan Public School District or Allegan Public High School.

191. The Defendants' excuse that the free speech event was shut down in favor of public safety was nothing other than a pretext.

192. In actuality, the Defendants shut down the free speech event based upon the religious and political viewpoint of its speakers and the supposed effect it might have on a heckler.

193. Defendants' pretextual claim that the free speech event needed to be shut down subverts the true cause for the closing of the free speech event: complying with the demands of hecklers, evidenced by the letter of Defendants CAIR, People For the American Way, Walid, and Keegan, and valuing the heckler's veto over Constitutional freedoms of Plaintiffs.

194. Plaintiffs assert that a better-known speaker of liberal political beliefs would not have encountered this treatment and the free speech event would not have been shut down.

195. Plaintiffs intend on seeking the use of the facilities at Allegan High School for future free speech events to educate the public about pending legislation, our constitutional freedoms, and the affect of radical Islam and the implementation of Sharia law to our constitutional freedoms.

196. Defendants' actions violated Plaintiffs' constitutional rights of free speech, free exercise of religion and free assembly.

FIRST CLAIM FOR RELIEF

(Freedom of Speech—First Amendment)

197. Plaintiffs hereby incorporate by reference all stated paragraphs.

198. By reason of the aforementioned training, supervision, acts, policies, practices, customs, and/or procedures created, adopted, and enforced under color of state law, Defendants deprived Plaintiffs of their right to freedom of speech in violation of the First Amendment as applied to the states and their political subdivisions under the Fourteenth Amendment to the United States Constitution and 42 U.S.C. § 1983.

199. On or about January 26, 2012, Defendants School District, Mallard, and Harness in conjunction with Defendants City, Hilliard, Hoyer, Boysen, Morgan, and Brummel, acting pursuant to the School District's and the City's training, supervision, policies, practices, customs, and/or procedures, violated the Plaintiffs' rights to freedom of speech and to receive information or listen to speech. Defendants' actions injured Plaintiffs in a way that chilled and silenced free speech at the free speech event, which the Plaintiffs had planned, paid for, were participating in, and engaged as listeners.

200. The City and the School District's policies, practices, customs, and/or procedures as set forth in this Complaint were the moving force behind the violation of Plaintiffs' right to freedom of speech.

201. The City and the School District's failure to adequately train and supervise its employees as set forth in this Complaint was a moving force behind the violation of the Plaintiffs' right to freedom of speech, and this failure to adequately train and supervise has had a

chilling effect on the free speech rights of all in attendance at the free speech event, including the Plaintiffs, in violation of the First Amendment.

202. The City and the School District's failure to adequately train and supervise its employees as set forth in this Complaint was a moving force behind the violation of the Plaintiffs' right to freedom of speech, and this failure to adequately train and supervise has had the effect of stripping all in attendance at the free speech event, including the Plaintiffs, of their rights to listen to free speech and to receive information in violation of the First Amendment.

203. By disfavoring the religious and political speech supported and organized at the free speech event by Plaintiffs over the views expressed by Defendants CAIR, Walid, People For the American Way, and the dissenting emails received by Defendants Harness and Mallard, later discussed with Defendant Hoyer, which expressed disdain for the content and viewpoint of the free speech event, the Defendants' prohibition on Plaintiffs' right to freedom of speech was viewpoint based in violation of the First Amendment.

204. The City and the School District's acts, training, supervision, policies, practices, customs, and/or procedures were the moving force behind the violation of Plaintiffs' right to freedom of speech and were viewpoint based in violation of the First Amendment.

205. As a direct and proximate result of Defendants' violation of the First Amendment, Plaintiffs have suffered irreparable harm, including the loss of their fundamental constitutional rights, entitling them to declaratory and injunctive relief. Additionally, Plaintiffs are entitled to nominal damages for the past loss of their constitutional rights.

206. Even a momentary loss of First Amendment rights constitutes irreparable harm. *Elrod v. Burns*, 427 U.S. 347, 373 (1976).

SECOND CLAIM FOR RELIEF

(Freedom of Assembly—First Amendment)

207. Plaintiffs hereby incorporate by reference all stated paragraphs.

208. By reason of aforementioned acts, policies, practices, procedures, and/or customs, created, adopted, and enforced under color of state law, Defendants City, School District, Hilliard, Hoyer, Boysen, Brummel, Morgan, Harness, and Mallard have deprived Plaintiffs of their right to freedom of assembly guaranteed by the First Amendment as applied to the states and their political subdivisions under the Fourteenth Amendment to the United States Constitution and 42 U.S.C. § 1983.

209. As set forth in this Complaint, Plaintiffs, as individuals, associate to further their personal religious and political beliefs. Plaintiffs associate amongst themselves and with others in pursuit of a variety of religious and political ends. Defendants' actions as set forth in this Complaint had the purpose and effect of preventing and deterring Plaintiffs' right to freedom of assembly.

210. Defendants targeted Plaintiffs and shut down the free speech event furthering adverse and discriminatory treatment of Plaintiffs due to their political and religious beliefs.

211. As a direct and proximate result of Defendants' violation of Plaintiffs' right to freedom of assembly protected by the First Amendment, Plaintiffs have suffered irreparable harm, including the loss of their fundamental constitutional rights, entitling them to declaratory and injunction relief and damages.

THIRD CLAIM FOR RELIEF

(Breach of Contract)

212. Plaintiffs hereby incorporate by reference all stated paragraphs.

213. Defendant School District, Defendant Mallard, and Plaintiffs entered into an agreement for the rental of one room on January 26, 2012 at Allegan High School.

214. Both parties agreed to the binding contract.

215. Defendant School District and Defendant Mallard produced an invoice charging Plaintiff Sage \$90 for the rental of the agreed upon room for three hours.

216. Plaintiffs fulfilled their obligations to the Contract by supplying payment for the room.

217. Defendant School District and Defendant Mallard, however, breached the contract by unilaterally cancelling their performance of the contract and demanding the event be shut down prior to the execution of the agreement.

218. Plaintiff Sage sustained damages upon reliance of the Contract of \$90, the price of the rental of the room.

219. Plaintiff Gurley sustained damages upon reliance of the Contract of \$975, the price of air fare for Kamal Saleem and Kevin Jones to attend the free speech event.

220. The aforementioned damages were directly caused by the Defendant School District's and Defendant Mallard's breach because the Defendants unilaterally breached its contract with Plaintiffs by cancelling or by effectuating the cancellation of the free speech event prior to the execution of the performance of the Contract.

FOURTH CLAIM OF RELIEF

(Tortious Interference of Contract)

221. Plaintiffs hereby incorporate by reference all stated paragraphs.

222. Plaintiffs claim that Defendants CAIR, Walid, People For the American Way, and Keegan intentionally and improperly interfered with Plaintiffs' Contract with Defendant School District and Defendant Mallard to rent a room at Allegan High School on January 26, 2012.

223. Plaintiffs and Defendants School District and Mallard had an agreed upon Contract on January 24, 2012, the date when Defendants CAIR and Walid, along with Defendants People For the American Way and Keegan, sent and emailed their letter to Defendants Harness and Mallard which had the stated purpose of interfering with aforementioned Contract.

224. Defendants CAIR, Walid, People For the American Way, and Keegan knew of the Contract at that time, as Defendants CAIR, Walid, People For the American Way, and Keegan reference the contractual agreement in their letter dated January 24, 2012.

225. Defendants CAIR, Walid, People For the American Way, and Keegan intentionally interfered with the Contract by sending a letter to Defendant Harness requesting that the School District breach its Contract with Plaintiffs.

226. Defendants CAIR, Walid, People For the American Way, and Keegan improperly interfered with the Contract.

227. Defendants CAIR, Walid, People For the American Way, and Keegan's conduct caused Defendants School District, Harness, and Mallard to breach the Contract.

228. Plaintiffs sustained damages as a result of Defendants CAIR, Walid, People For the American Way, and Keegan's conduct.

PRAYER FOR RELIEF

WHEREFORE, Plaintiffs ask this court:

A) To declare that Defendants violated Plaintiffs' fundamental constitutional rights as set forth in this Complaint;

B) To declare that Defendants' acts, training, supervision, policies, customs, and/or procedures promoted an environment that disfavors religious and political viewpoints that oppose the spread of Islam and violate Plaintiffs' fundamental constitutional rights to freedom of speech and freedom of assembly as set forth in this Complaint;

C) To declare that Defendants' practice allowing unfettered discretion to its agents, servants, and/or employees to end constitutionally protected speech and free assembly is unconstitutional as set forth in this Complaint;

D) To temporarily and permanently enjoin Defendants' practice of allowing unfettered discretion to its agents, servants, and/or employees to end constitutionally protected speech and free assembly as applied to religious and political expression as set forth in this Complaint;

E) To declare that Defendants School District and Mallard breached their Contract with Plaintiffs as set forth in this Complaint;

F) To order and adjudge that Plaintiffs Sage and Gurley are entitled to compensatory damages plus interest for Defendant School District and Defendant Mallard's breach of contract;

G) To declare that Defendants CAIR and Walid tortiously interfered with the Contract between Plaintiffs and Defendant School District and Defendant Mallard as set forth in this Complaint;

H) To order and adjudge that Plaintiffs Sage and Gurley are entitled to compensatory damages plus interest for Defendants CAIR, Walid, People For the American Way, and Keegan's tortious interference of contract;

I) To award Plaintiffs nominal damages against Defendants for all 42 U.S.C. § 1983 claims as set forth in this Complaint;

J) To award Plaintiffs punitive damages against Defendants sued in their individual capacity for all 42 U.S.C. § 1983 claims for the Defendants' callous indifference for the Plaintiffs' constitutional rights as set forth in this Complaint;

K) To award Plaintiffs their reasonable attorney fees, costs, and expenses pursuant to 42 U.S.C. § 1988 and other applicable law;

L) To grant such other relief as this court should find just and proper.

Respectfully submitted,

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