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*Attorneys for Plaintiff Child Evangelism Fellowship of NorCal, Inc.*

**UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA**

*Oakland Division*

CHILD EVANGELISM FELLOWSHIP  
NORCAL, INC.,

Plaintiff,

V.

OAKLAND UNIFIED SCHOOL DISTRICT  
BOARD OF EDUCATION; DR. KYLA  
JOHNSON-TRAMMELL, in her official  
capacity as Superintendent of Oakland  
Unified School District,

Defendants.

Case Number:

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

Verified Complaint – *CEF NorCal vs. Oakland Unified School District, et al.*

1 For its Verified Complaint against Defendants, Oakland Unified School District  
2 (“OUSD”) and Dr. Kyla Johnson-Trammell, in her official capacity as Superintendent of OUSD  
3 (collectively “Defendants”), Plaintiff Child Evangelism Fellowship Norcal, Inc. (“CEF” or  
4 “Plaintiff”) alleges and avers as follows:

5 **NATURE OF THE ACTION**

6 1. For over two years, Defendant OUSD and its officials have unconstitutionally  
7 and impermissibly prohibited CEF from hosting its Good News Clubs in public elementary  
8 school facilities owned by OUSD. The Good News Club provides free moral and character  
9 training to students from a Christian viewpoint and strategically meets at public schools after  
10 school hours for the convenience of parents. CEF’s Good News Club has enriched the  
11 emotional, physical, and spiritual well-being of students across OUSD for over a decade.

12 2. As with many after-school enrichment programs across the country and in  
13 California, CEF was forced to temporarily end its Good News Club meetings in 2020 due to  
14 COVID-19 but sought to resume its meetings starting in January 2023. Despite having a long  
15 and storied history of providing after-school enrichment programs to students in OUSD,  
16 numerous schools within OUSD inexplicably denied the Good News Club access to use OUSD  
17 facilities while allowing numerous secular organizations and activities to resume meeting after  
18 school hours.

19 3. CEF seeks a judgment declaring Defendants’ discriminatory use policies  
20 unconstitutional, both on their face and as applied, under the Free Speech, Establishment, and  
21 Free Exercise Clauses of the First Amendment to the United States Constitution and the Equal  
22 Protection Clause of the Fourteenth Amendment. CEF also seeks preliminary and permanent  
23 injunctive relief against enforcement of Defendants’ policies, together with damages, costs, and  
24 attorney’s fees.

**JURISDICTION, DIVISIONAL ASSIGNMENT, AND VENUE**

4. This action arises under the First and Fourteenth Amendment to the United States Constitution and the laws of the State of California and is brought pursuant to 42 U.S.C. § 1983.

5. This Court has jurisdiction over Plaintiff's federal claims pursuant to 28 U.S.C. §§ 1331 and 1343.

6. This Court has supplemental jurisdiction over Plaintiff's state law claims pursuant to 28 U.S.C. § 1367.

7. Venue is proper in this Court under 28 U.S.C. § 1391(b)(1)–(2) because all Defendants are situated in this judicial district and a substantial part of the events or omissions giving rise to CEF's claims occurred in the District.

8. Pursuant to Civil L.R. 3-2(c) and the Court's Assignment Plan (General Order No. 44), this action is appropriate for assignment to the Oakland Division of this Court because the unlawful practices were committed in Oakland.

9. This Court is authorized to grant declaratory judgment under the Declaratory Judgment Act, 28 U.S.C. §§ 2201-02, implemented through Rule 57 of the Federal Rules of Civil Procedure, and to issue the injunctive relief requested by CEF under Rule 65 of the Federal Rules of Civil Procedure.

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

**PARTIES**

11. Plaintiff Child Evangelism Fellowship NorCal, Inc. ("CEF") is a Christian nonprofit organization incorporated under the laws of California and having its principal place of business in California. CEF is also a ministry branch of Child Evangelism Fellowship, Inc., an international non-profit organization (incorporated in Missouri) that has chapters across the country.

12. Defendant Oakland Unified School District (“OUSD” or “the District”) is the governing body of OUSD within the State of California. Its principal place of business is 1011 Union Street Oakland, California, 94607. It is responsible for adopting, implementing, and ratifying the policies and practices on facility use.

13. Defendant Dr. Kyla Johnson-Trammell is the Superintendent of OUSD and is sued in her official capacity only.

### **STATEMENT OF CLAIMS**

#### **A. Child Evangelism Fellowship and Its Good News Clubs.**

14. CEF is a subsidiary of Child Evangelism Fellowship Inc., an international, non-profit children’s ministry (incorporated in Missouri). The national organization works through local subsidiaries, like CEF, to positively impact the lives of children and their families by establishing Good News Clubs in elementary and middle schools, led by local community volunteers.

15. Good News Clubs are Christian after-school enrichment programs providing religious and other teaching and activities to encourage learning, spiritual growth, and service to others, as well as social, emotional, character, and leadership development.

16. There are currently more than over 3,000 Good News Clubs in public elementary schools across the United States, including dozens in schools throughout California.

17. Good News Clubs typically meet once per week, immediately after school, and are led by trained and vetted volunteer teachers. Good News Clubs welcome all children without charging any fee and without regard for religious background or belief, requiring only written permission from parents.

18. Because participating children are never charged a fee or required to engage in fundraising, Good News Clubs have limited financial resources and rely on charitable donations to cover operating expenses such as insurance, books, refreshments, and training and background checks for adult volunteers.

1           19.     Good News Clubs meet on school campuses for the safety and convenience of  
2 students and their families. It is often difficult or impossible for parents to arrange  
3 transportation of their children from school to off-campus locations to attend Good News Clubs,  
4 and parents do not want to expose their children to the potential risks of walking or being  
5 transported by others off campus. The Good News Clubs cannot afford the expense of  
6 maintaining or providing transportation to off-campus locations.

7           **B.     OUSD’s Facility Use Policies and Practices.**

8           20.     The use of OUSD facilities by outside community organizations is governed by  
9 State law, written policies adopted by the Governing Board of OUSD, implementing  
10 administrative regulations, and written and unwritten policies applied by the Superintendent and  
11 other education officials. For ease of reference, CEF refers to this collective scheme as OUSD’s  
12 “Use Policies.”

13          21.     The relevant written statutes and Use Policies include California Education Code  
14 §§38131, 38133, and 38134; OUSD Board Policy 1330; OUSD Administrative Regulation  
15 1330, and OUSD’s Facilities Terms of Use agreement.

16          22.     California State law mandates that public school districts, such as OUSD, make  
17 their facilities available for after-school use by nonprofit community organizations, including  
18 the Girl Scouts, the Boy Scouts, Camp Fire USA, and UMCA. *See* Cal. Educ. Code  
19 §38134(a)(1) (“The governing board of a school district shall authorize the use of school  
20 facilities or grounds under its control by a nonprofit organization, by a club or by an association  
21 organized to promote youth and school activities, including, but not necessarily limited to, any  
22 of the following: The Girl Scouts; the Boy Scouts; Camp Fire USA; or the YMCA . . .”).

23          23.     To facilitate the mandate of the California Civic Center Act, California law  
24 vested the governing bodies of local school districts, such as OUSD, with the authority to  
25 “promulgate all rules and regulations necessary” to achieve the purpose of permitting nonprofit  
26 community organizations to access public school facilities. Cal. Educ. Code §31833. OUSD,  
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pursuant to its authority under Cal. Educ. Code §31822, adopted Board Policy 1330, which states:

While the primary purpose of District facilities is for school- and District-related programs and activities, the Governing Board recognizes that such facilities are also a community resource. Thus, the Board authorizes the use of District facilities by groups or persons for purposes provided for in the Civic Center Act to the extent that such use does not endanger students or staff and does not interfere with District- or school-related programs, activities or other uses.

(A true and correct copy of OUSD Board Policy 1330 is attached hereto as EXHIBIT 1 and incorporated as if fully set forth herein.)

24. OUSD further provides that “[a]ll District- and school-related programs and activities (e.g., clubs, class events, staff meetings) shall be given priority in the use of facilities under the Civic Center Act.” (*Id.* at 1.)

25. “[T]he next priority for District facilities shall be any legally required uses as well as any obligations of the District under any joint use agreements with other local governments.” (*Id.*)

26. After that, the Superintendent is authorized to “establish additional priorities for or restrictions on the use of District facilities as she deems appropriate and necessary.” (*Id.*)

27. Board Policy 1330 further provides that “no charge will be levied against groups or persons whose purpose it is to promote youth and school programs and activities if such programs and activities do not impose additional costs on the District.” (*Id.* at 2.)

28. OUSD Administrative Regulation 1330 sets out further criteria and administrative guidance on the application of Board Policy 1330. (A true and correct copy of Administrative Regulation 1330 is attached hereto as EXHIBIT 2 and incorporated as if fully set forth herein.)

29. OUSD Administrative Regulation 1330 requires the Superintendent or a designee to “maintain application procedures and Terms of Use for the use of District facilities,” and states that the Superintendent shall “[e]ncourage and assist groups or persons desiring to use District facilities for approved activities.” (*Id.* at 1.)

1           30. OUSD Administrative Regulation 1330 provides that District facilities are  
2 available for public and community uses, including *inter alia* “[p]ublic, literary, scientific,  
3 recreational, educational, or public agency meetings,” programs that “provide supervision and  
4 activities for children of preschool and elementary school age if safe to do so and as permitted  
5 by law,” and “Supervised recreational activities including, but not limited to, sports league  
6 activities that are arranged for and supervised by entities, including religious organizations or  
7 churches, and in which youths may participate regardless of religious belief or denomination.”  
8 (*Id.* at 1-2.)

9           31. OUSD Administrative Regulation 1330 provides District officials with discretion  
10 to suspend organizations from use of District facilities but provides no standards for such a  
11 decision and requires no explanation of the decision. It states, “The Superintendent or designee,  
12 upon consultation with the Legal Department, may temporarily suspend a group or person from  
13 use of District facilities for up to 3 months. No person or group may be suspended arbitrarily.  
14 The Superintendent or designee may, but need not, provide an explanation for the suspension.”  
15 (*Id.* at 3.)

16           32. In addition to Board Policy 1330 and Administrative Regulation 1330, OUSD  
17 has a Terms of Use policy that further outlines and implements the official policies for  
18 community use of OUSD facilities. (A true and correct copy of the OUSD Terms of Use is  
19 attached hereto as EXHIBIT 3 and incorporated as if fully set forth herein.)

20           33. The Terms of Use states that the OUSD Superintendent (or designee) has “the  
21 ultimate and sole discretion” concerning the use of OUSD facilities by community  
22 organizations. (*Id.* at 1.) The Superintendent’s designees are generally the principals.

23           34. Under the Terms of Use, OUSD may charge a user a fee for use of a facility,  
24 which depends upon the type of user, the purpose of the use, the date and time of the use, and  
25 whether the District incurs any additional costs as a result of the use. (*Id.*) But, the Terms of Use  
26 states clearly that any fee is determined at “the sole discretion of OUSD.” (*Id.*)  
27  
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1           35. The Terms of Use set a “general order of priority” for certain uses of District  
2 facilities as follows: (1) District or school-related activities, (2) City of Oakland  
3 activities/events, (3) community youth groups, (4) community organizations, and (5) all other  
4 uses that are subject to first-come, first-served basis. (*Id.* at 3.)

5           36. The Terms of Use sets restrictions on the use of OUSD facilities, and similar to  
6 OUSD Administrative Regulation 1330, provides the Superintendent or designee with  
7 discretion to suspend organizations from use of District facilities but provides no standards for  
8 such a decision and requires no explanation of the decision. (*Id.* at 4 (“The Superintendent or  
9 designee, upon written notice, may temporarily suspend a User from using any Facility for up to  
10 3 months. The Superintendent or designee may extend a temporary suspension if any required  
11 remedy or corrective action is not taken. No explanation for the suspension need be provided.  
12 To the extent that an explanation is provided, the bases for such a suspension include (but are  
13 not limited to) one or more of the following: safety concerns, insurance concerns,  
14 communication concerns, failure to follow the Terms of Use, actual or alleged violations for  
15 Board Policies and/or Administrative Regulations, and actual or alleged violations of state or  
16 federal law.”).)

17           37. OUSD also allows prospective individuals and organizations to use its facilities  
18 through its community partnership process. (A true and correct copy of the OUSD Partnership  
19 Form is attached hereto as EXHIBIT 4 and incorporated as if fully set forth herein.)

20           38. To gain access to the OUSD partnership forum, prospective individuals and  
21 organizations are directed to fill out a Prospective Partner Inquiry Form.

22           39. The Partnership Form asks the individual or organization to select the  
23 community strategy that best describes the program it seeks to offer, including Academic  
24 Learning, Expanded Learning (After School & Summer), Family Engagement and Support,  
25 Health and Wellness, School Culture and Climate, School Readiness and Transitions, Social  
26 Emotional Learning, Youth Leadership, and Other. (*Id.* at 2.)



1           40.     The Partnership Form also inquires as to whether the partnership applicant will  
2 be providing In-Kind Services or Fee-Based Services to OUSD. (*Id.*)

3           **C.     OUSD’s Unfair Treatment of CEF’s Facility Use Requests.**

4           41.     OUSD has engaged in a systematic and continuous denial of CEF’s requests for  
5 access nearly two years, providing CEF with pretextual and unconstitutional reasons for  
6 denying them equal access to school facilities.

7           42.     Prior to the outbreak of COVID-19, in 2020, CEF had active Good News Clubs  
8 in over thirty schools in the East Bay.

9           43.     In January and February of 2023, CEF submitted facility use applications  
10 through Facilitron to several schools, including Lincoln, Allendale, Montclair, Greenleaf,  
11 Fruitvale, and Sequoia Elementary Schools, and Oakland Academy of Knowledge.

12          44.     All applications were either expressly or effectively denied with many Principals  
13 never responding, and others purporting a lack of space at their facilities, even though other  
14 similarly situated, non-religious organizations were hosting after-school programs at their  
15 facilities, both indoors and outdoors. Yet, several principals specifically pointed to CEF’s  
16 religious nature as the reason for their denial.

17           **1.     Lincoln Elementary School denial of equal access.**

18          45.     On January 17, 2024, CEF submitted a use application through OUSD’s  
19 Facilitron system for space to host a Good News Club at Lincoln Elementary School. (A true  
20 and correct copy of CEF’s Facilitron application is attached hereto as EXHIBIT 5 and  
21 incorporated as if fully set forth herein.)

22          46.     Korede Adeniji-Grimsley, Director of CEF, followed up with an email to  
23 Principal Mukta Sambrani on January 18, 2023, again requesting to use facilities at Lincoln  
24 Elementary School. (A true and correct copy of Director Adeniji-Grimsley’s January 18 email is  
25 attached hereto as EXHIBIT 6 and incorporated herein.)

1           47. On January 23, 2023, Principal Sambrani responded to CEF Director Adeniji-  
2 Grimsley's email denying CEF's request for access because she did not believe it was good for  
3 CEF to host its Good News Clubs at Lincoln Elementary. (*Id.* at 2.)

4           48. Specifically, Principal Sambrani stated: "We do not think that Good News Club  
5 is a match for Lincoln Elementary School. I will not be granting the facilities request." (*Id.*)

6           49. That same day, Director Adeniji-Grimsley responded to Principal Sambrani's  
7 email, requesting clarification and offering to meet Ms. Sambrani at the school again. (*Id.* at 3.)  
8 Specifically, Director Adeniji-Grimsley asked, "Can you please explain why the Good News  
9 Club is not a match for Lincoln Elementary School that has resulted in your decision to not  
10 grant the request." (*Id.*)

11           50. Principal Sambrani rejected the request to meet again and stated, unequivocally,  
12 that it was CEF's religious viewpoint that formed the basis for her denial of CEF's facility use  
13 request. (*Id.* at 3.)

14           51. Specifically, Principal Sambrani stated: "Following your visit, I discussed the  
15 request from the Good News Club with teacher leadership at Lincoln. We reviewed your  
16 website . . . As a public school, **we are not in support of Evangelism on our campus.**" (*Id.* at  
17 5 (emphasis added).)

18           52. CEF's Director Adeniji-Grimsley responded, via email, on January 24, 2023  
19 asking for further clarification and informing Principal Sambrani that CEF sought equal access  
20 to OUSD facilities under the California Civic Center Act and the First Amendment. Ms. Adeniji  
21 reminded Principal Sambrani that the Supreme Court has held that CEF is entitled to equal  
22 access of public school facilities. (*Id.* at 5.)

23           53. Principal Sambrani did not respond.

24           54. On January 31, 2023, Staff Attorney for OUSD, Lynn Wu, informed Director  
25 Adeniji-Grimsley that the Good News Club could not meet at its requested time on Thursdays  
26 because it would conflict with Lincoln's after-school program, East Bay Asian Youth Center  
27  
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1 (“EBAYC”). (A true and correct copy of Staff Attorney Wu’s January 31 email correspondence  
2 is attached hereto as EXHIBIT 7 and incorporated herein.)

3 55. EBAYC is a non-profit community organization that purports to impact the lives  
4 of young people in low-income neighborhoods by increasing their life functioning strengths and  
5 independent living skills, particularly in communities with significant Asian youth populations.  
6 See EBAYS, *Mission*, <https://ebayc.org/mission/> (last visited December 5, 2024). Neither Staff  
7 Attorney Wu nor Principal Sambrani offered to work with Director Adeniji-Grimsley to find  
8 another available date to use the facility.

9 56. On March 10, 2023, CEF’s counsel sent a demand letter to OUSD officials,  
10 formally appealing the discriminatory denial of access to Lincoln Elementary School facilities  
11 and outlining the unconstitutionality of denying CEF equal access because of its religious  
12 beliefs. (A true and correct copy of the March 10, 2023, letter is attached hereto as EXHIBIT 8  
13 and incorporated as if fully set forth herein.)

14 57. Neither Principal Sambrani nor OUSD reversed its discriminatory denial of  
15 access for CEF at Lincoln Elementary School after CEF’s demand letter.

16 58. On August 28, 2023, CEF, once again, renewed its request for the 2023-2024  
17 school year to host its Good News Club at Lincoln Elementary School through the Facilitron  
18 system. (A true and correct copy of the August 28 application is attached hereto as EXHIBIT 9  
19 and incorporated as if fully set forth herein.)

20 59. At the same time it submitted its facility use application through Facilitron, CEF  
21 also sought equal access to the community partner forum.

22 60. CEF was informed by District Program Manager Priscilla Hamilton, after its first  
23 request for access to the community partnership forum, that CEF would likely be denied access  
24 to the community partnership forum because it was religious.

25 61. OUSD has granted access to the community partnership forum to a host of  
26 similarly situated organizations, including Bay Area Community Resource Center, East Bay  
27 Agency for Children, EBAYC, Girls Inc., Jewish Community Center of East Bay,  
28

1 Love.Learn.Success, Oak Leaf Foundation, Safe Passages, YMCA of the East Bay, and Youth  
2 Together. (A true and correct copy of OUSD's list of community partners for 2022-2025 is  
3 attached hereto as EXHIBIT 10 and incorporated as if fully set forth herein.)

4 62. On December 8, 2023, CEF's counsel, again, sent a letter requesting equal access  
5 for CEF at Lincoln Elementary School and noting that the First Amendment required OUSD to  
6 either provide CEF access to OUSD facilities through the community partnership forum or via  
7 traditional facilities use access. (A true and correct copy of the December 8, 2023 letter is  
8 attached hereto as EXHIBIT 11 and incorporated as if fully set forth herein.)

9 63. CEF received no response to its December 8 correspondence.

10 64. On January 16, 2024, CEF, once again, followed up with correspondence to  
11 OUSD Superintendent requesting equal access for CEF. (A true and correct copy of CEF's  
12 January 16 correspondence to OUSD is attached hereto as EXHIBIT 12 and incorporated as if  
13 fully set forth herein.)

14 65. CEF received no response to its correspondence, and OUSD continues to deny  
15 CEF equal access to facilities at Lincoln Elementary School.

16 **2. Allendale Elementary School's denial of equal access.**

17 66. On February 21, 2023, Director Adeniji-Grimsley also applied to use facilities at  
18 Allendale Elementary School through OUSD's Facilitron system. (A true and correct copy of  
19 CEF's request is attached hereto as EXHIBIT 13 and incorporated as if fully set forth herein.)

20 67. On February 23, 2023, CEF Director Adeniji-Grimsley also followed up on her  
21 request with an email correspondence to Principal Ronald Towns requesting access for CEF to  
22 host its Good News Clubs at Allendale Elementary School. (A true and correct copy of Director  
23 Adeniji-Grimsley's February 23 email correspondence is attached hereto as EXHIBIT 14 and  
24 incorporated as if fully set forth herein.)

25 68. Neither Principal Towns nor any OUSD official has ever responded to CEF's  
26 request to use facilities at Allendale Elementary School.

69. At the same time Allendale Elementary School was denying CEF access to its facilities, it was permitting similarly situated organizations, such as Girls Inc., to offer nonreligious programs of interest to students in the District. (*See* Exhibit 10.)

70. As part of its efforts to secure equal access for CEF at Allendale Elementary School, counsel for CEF sent letters to OUSD on March 10, 2023 (Ex. 8), December 8, 2023 (Ex. 11), and January 16, 2024 (Ex. 12), explaining why the denial of equal access was a violation of the First Amendment.

71. Neither Principal Towns nor any OUSD official has ever responded or granted CEF access to OUSD's facilities at Allendale Elementary School.

### **3. Sequioa Elementary School's denial of equal access.**

72. On February 15, 2023, Director Adeniji-Grimsley also applied to use facilities at Sequioa Elementary School through OUSD's Facilitron system. (A true and correct copy of CEF's request is attached hereto as EXHIBIT 15 and incorporated as if fully set forth herein.)

73. On February 16, 2023, CEF Director Adeniji-Grimsley also followed up her request with an email correspondence to Principal LéJon Payne, requesting access for CEF to host its Good News Clubs at Sequioa Elementary School. (A true and correct copy of Director Adeniji-Grimsley's February 16 email correspondence is attached hereto as EXHIBIT 16 and incorporated as if fully set forth herein.)

74. On February 21, 2023, Principal Payne responded to Director Adeniji-Grimsley's email communication and stated that she had not approved the Good News Club and that CEF should have met with her before submitting the facility use request. (*Id.* at 2.)

75. Director Adeniji-Grimsley responded to Principal Payne, requesting to meet with her, as she had instructed, but never received a response.

76. On February 23, 2023, Administrative Assistant to Principal Payne responded to CEF and informed it that Sequioa Elementary School purportedly did not have any available space to permit CEF to host its Good News Club programs. (*Id.* at 3.)

1           77. As part of its efforts to secure equal access for CEF at Sequioa Elementary  
2 School, counsel sent letters to OUSD on March 10, 2023 (Ex. 8), December 8, 2023 (Ex. 11),  
3 and January 16, 2024 (Ex. 12), explaining why the denial of equal access was a violation of the  
4 First Amendment.

5           78. Neither Principal Payne nor any OUSD official has ever responded or granted  
6 CEF access to OUSD's facilities at Allendale Elementary School.

7                   **4. Montclair Elementary School's denial of equal access.**

8           79. On August 28, 2023, Director Adeniji-Grimsley also applied to use facilities at  
9 Montclair Elementary School through OUSD's Facilitron system. (A true and correct copy of  
10 CEF's request is attached hereto as EXHIBIT 17 and incorporated as if fully set forth herein.)

11           80. Immediately after the request was submitted, Principal Kloker sent CEF Director  
12 Adeniji-Grimsley an email asking for more information about the program CEF intended to host  
13 at Montclair. (A true and correct copy of Principal Kloker's email correspondence is attached  
14 hereto as EXHIBIT 18 and incorporated as if fully set forth herein.)

15           81. Director Adeniji-Grimsley responded, explaining that CEF desired to offer a free  
16 optional club for families in Montclair and that the program was religious in nature. (*Id.* at 1.)

17           82. On September 11, 2023, Montclair denied CEF's request. (A true and correct  
18 copy of the District's denial of CEF's request to use facilities at Montclair is attached hereto as  
19 EXHIBIT 19 and incorporated as if fully set forth herein.)

20           83. While denying CEF access to its facilities, Montclair Elementary School was  
21 permitting similarly situated nonreligious organizations, such as Girls on the Run, to use such  
22 facilities every Tuesday and Thursday.

23           84. As part of its efforts to secure equal access for CEF at Montclair Elementary  
24 School, counsel for CEF sent letters to OUSD on March 10, 2023 (Ex. 8), December 8, 2023  
25 (Ex. 11), and January 16, 2024 (Ex. 12), explaining why the denial of equal access was a  
26 violation of the First Amendment.

1 85. Neither Principal Kloker nor any OUSD official has ever responded or granted  
2 CEF access to OUSD's facilities at Montclair Elementary School.

3 **5. Greenleaf Elementary School's denial of equal access.**

4 86. In August 2023, CEF contacted Greenleaf Elementary School to inquire about  
5 starting a Good News Club on campus. Director Adeniji-Grimsley was told to work with the  
6 school's after-school program coordinator and promised that her contact information would be  
7 passed on to the coordinator. The school did not provide the after-school program coordinator's  
8 contact information.

9 87. After not hearing from Greenleaf's after-school program coordinator, Director  
10 Adeniji-Grimsley called the school again and spoke to temporary Principal Catherine McClane.

11 88. Principal McClane told Director Adeniji-Grimsley to submit the space request to  
12 Principal McClane's personal email, which Director Adeniji-Grimsley did on September 7,  
13 2023. (A true and correct copy of Director Adeniji-Grimsley's September 7 email  
14 correspondence is attached hereto as EXHIBIT 20 and incorporated as if fully set forth herein.)

15 89. Director Adeniji-Grimsley did not receive any response to her email  
16 communication sent on September 7, 2023, or to her follow up communication sent the next  
17 day.

18 90. After receiving the contact information of Greenleaf's after-school program  
19 coordinator from a parent who wanted a Good News Club at Greenleaf, Director Adeniji-  
20 Grimsley was finally able to engage with the Bay Area Community Resources ("BACR"),  
21 Greenleaf Elementary's after-school program provider, about the potential of CEF gaining  
22 access as a subcontractor.

23 91. After inquiring from the District about CEF's request, BACR responded, stating:  
24 "I just got confirmation from my supervisor that **we cannot have any [B]ible clubs at school.**  
25 Sorry." (A true and correct copy of the emails and text messages between Director Adeniji and  
26 BACR's team is attached hereto as EXHIBIT 21 and incorporated as if fully set forth herein  
27 (emphasis added).)



92. CEF was instead directed to submit a facility use application through Facilitron.

93. On October 24, 2023, Director Adeniji-Grimsley contacted Mr. Rodolfo Perez, the District's Outreach Coordinator, to further discuss hosting a Good News Club at Greenleaf Elementary School.

94. When Director Adeniji-Grimsley explained CEF was a religious club, Mr. Perez immediately responded that it would not be permitted for that reason. After Director Adeniji-Grimsley informed him that his response was unlawful and viewpoint discrimination, Mr. Perez asked her to provide documentation about the club to him via email. (A true and correct copy of Director Adeniji-Grimsley's email correspondence to Mr. Perez is attached hereto as EXHIBIT 22 and incorporated as if fully set forth herein.)

95. Director Adeniji-Grimsley sent Mr. Perez an email requesting access and explaining the benefits the Good News Club offered to students. Mr. Perez still denied the request. (Exhibit 22 at 1.)

96. On November 13, 2023, CEF submitted a facility use application to Greenleaf Elementary School through Facilitron. (A true and correct copy of the November 13, 2023 application is attached hereto as EXHIBIT 23 and incorporated as if fully set forth herein.)

97. On November 21, 2023, the District unilaterally revised CEF's facility use request process, changing the hours requested from directly after school to the evening. (A true and correct copy of the District's revision to CEF's application is attached hereto as EXHIBIT 24 and incorporated as if fully set forth herein.)

98. Director Adeniji-Grimsley immediately objected to the District's action, noting that the "[t]ime change isn't feasible for an after school club. Based on BP 1330, we are supposed to have the same opportunity as the other after school programs to meet directly after school. Therefore, we would like the club to start from 2:45 until 4:30pm. Thank you." (A true and correct copy of Ms. Adeniji's response to the District is attached hereto as EXHIBIT 25 and incorporated as if fully set forth herein.)



1           99.     CEF has received no further communication from the District regarding their  
2 pending application.

3           100.   While OUSD officials were denying CEF access to facilities at Greenleaf, OUSD  
4 was permitting a similarly situated nonreligious group named the “Rainbow Club” to meet at  
5 Greenleaf, which provides “a place where gender expansive students and allies can meet  
6 regularly to engage in fun activities designed to support diverse families, affirm varying  
7 identities, empower young minds and teach the importance of respecting differences.”

8           101.   As part of its efforts to secure equal access for CEF at Greenleaf Elementary  
9 School, counsel for CEF sent letters to OUSD on March 10, 2023 (Ex. 8), December 8, 2023  
10 (Ex. 11), and January 16, 2024 (Ex. 12), explaining why the denial of equal access was a  
11 violation of the First Amendment.

12           102.   Neither Mr. Perez nor any OUSD official has ever responded or granted CEF  
13 access to OUSD’s facilities at Greenleaf Elementary School.

14                   **6.     Fruitvale Elementary School’s denial of equal access.**

15           103.   On February 15, 2023, Director Adeniji-Grimsley also applied to use facilities at  
16 Fruitvale Elementary School through OUSD’s Facilitron system. (A true and correct copy of  
17 CEF’s request is attached hereto as EXHIBIT 26 and incorporated as if fully set forth herein.)

18           104.   On February 16, 2023, Director Adeniji-Grimsley emailed Principal James  
19 Vaughn introducing herself and seeking to connect regarding CEF’s request to use facilities at  
20 Fruitvale. (A true and correct copy of Director Adeniji’s emails to Principal Vaughn are  
21 attached hereto as EXHIBIT 27 and incorporated as if fully set forth herein.)

22           105.   On February 25, 2023, OUSD initially approved the application for CEF to use  
23 District facilities at Fruitvale. (A true and correct copy of OUSD’s approval through Facilitron  
24 is attached hereto as EXHIBIT 28 and incorporated as if fully set forth herein.)

25           106.   On March 13, 2023, Director Adeniji-Grimsley and Principal Vaughn met at  
26 Fruitvale Elementary to discuss the Good News Club and show CEF its assigned room.

1 However, as Director Adeniji-Grimsley was driving away from this meeting, Principal  
2 Vaughn's office called to revoke CEF's approval.

3 107. Fruitvale's purported reason for revoking CEF's initial approval was CEF was  
4 not an approved vendor with OUSD.

5 108. On June 19, 2023, CEF received an official email communication from OUSD  
6 officials showing that its application had been denied. (A true and correct copy of OUSD's  
7 email communication is attached hereto as EXHIBIT 29 and incorporated as if fully set forth  
8 herein.)

9 109. On August 28, 2023, Director Adeniji-Grimsley, again, applied to use facilities  
10 at Fruitvale Elementary School through OUSD's Facilitron system. (A true and correct copy of  
11 CEF's renewed request is attached hereto as EXHIBIT 30 and incorporated as if fully set forth  
12 herein.)

13 110. CEF has received no response to its August 28, 2023, application.

14 111. As part of its efforts to secure equal access for CEF at Fruitvale Elementary  
15 School, counsel for CEF sent letters to OUSD on March 10, 2023 (Ex. 8), December 8, 2023  
16 (Ex. 11), and January 16, 2024 (Ex. 12), explaining why the denial of equal access was a  
17 violation of the First Amendment.

18 112. Neither Principal Vaughn nor any OUSD official has ever responded or granted  
19 CEF access to OUSD's facilities at Fruitvale Elementary School.

20 **7. Oakland Academy of Knowledge's denial of equal access.**

21 113. On August 28, 2023, Director Adeniji-Grimsley also applied to use facilities at  
22 Oakland Academy of Knowledge through OUSD's Facilitron system. (A true and correct copy  
23 of CEF's request is attached hereto as EXHIBIT 31 and incorporated as if fully set forth herein.)

24 114. CEF has never received a response to its application.

25 115. Despite denying CEF's application by refusing to approve it, Oakland Academy  
26 of Knowledge permits similarly situated groups, including Girls on the Run, to use its facilities  
27 twice per week, every week.

1 116. As part of its efforts to secure equal access for CEF at Oakland Academy of  
2 Knowledge, counsel for CEF sent letters to OUSD on March 10, 2023 (Ex. 8), December 8,  
3 2023 (Ex. 11), and January 16, 2024 (Ex. 12), explaining why the denial of equal access was a  
4 violation of the First Amendment.

5 117. CEF has never received a response to its requests.

6 **D. OUSD's Denial of Equal Access to the Partnership Forum.**

7 118. In addition to the specific request to use OUSD facilities in which CEF requested  
8 access to the OUSD's partnership forum, outlined *supra*, CEF also submitted a general  
9 application to become a community partner in OUSD's community partnership forum.

10 119. On August 28, 2023, Director Adeniji-Grimsley met with Ms. Priscilla Parchia  
11 Hamilton, program manager at the Office of Expanded Learning over zoom to discuss  
12 partnership opportunities.

13 120. During their conversation, Ms. Hamilton suggested that CEF attempt to move  
14 forward as a subcontractor with an already established after-school partner.

15 121. Despite suggesting that option, **Ms. Hamilton noted that it was very unlikely**  
16 **that the District would approve a partnership application for CEF due to its religious**  
17 **programming**, but that it would be almost impossible for CEF to gain access to any OUSD  
18 facility without such partnership status.

19 122. While Director Adeniji-Grimsley was communicating with Ms. Hamilton, she  
20 also began a conversation with OUSD's Community Partnerships Manager Martin Young.  
21 Director Adeniji-Grimsley reached out to Manager Young three separate times after submitting  
22 CEF's community partner application. (A true and correct copy of Director Adeniji-Grimsley's  
23 email communications is attached hereto as EXHIBIT 32 and incorporated as if fully set forth  
24 herein.)

25 123. After three months and Director Adeniji-Grimsley's third attempt to  
26 communicate with Manager Young, he finally responded on September 6, 2023, stating there  
27 "are no open public bidding opportunities for school service providers to my knowledge." (A  
28

1 true and correct copy of Manager Young’s email correspondence to CEF is attached hereto as  
2 EXHIBIT 33 and incorporated as if fully set forth herein.)

3 124. Mr. Martin’s response, via email, stated that there were no specific standards  
4 applicable to the community partnership forum because “schools and sometimes departments  
5 initiate service agreements,” on their own, and that others require some form of bidding process  
6 supervised by the OUSD Board. (*Id.* at 1.)

7 125. To date, no one from OUSD has responded to CEF’s pending community partner  
8 application.

9 **E. The Discriminatory Nature and Application of OUSD’s Use Policies**  
10 **Imposes Irreparable Injury on CEF.**

11 126. OUSD’s denials of CEF’s facilities use applications, partnership applications,  
12 and other efforts to secure the constitutionally required equal access to OUSD’s facilities  
13 discriminated against CEF on the basis of its religious viewpoint and imposes irreparable injury  
14 on CEF.

15 127. Despite refusing CEF’s numerous requests for equal access, regardless of the  
16 name given to the particular forum or mode of access, OUSD allows several similarly situated  
17 organizations to use its facilities, including Bay Area Resources Center, East Bay Agency for  
18 Children, EBAYC, Envisioneers, Girls Inc. of Alameda County, Higher Ground Neighborhood  
19 Development Corp., Jewish Community Center of the East Bay, Oakland Kids First, Oakland  
20 Leaf Foundation, Safe Passages, Ujimaa Foundation, YMCA of the East Bay, Youth Together,  
21 The Girl Scouts, The Boy Scouts, and other groups who offer programs similar to CEF from a  
22 nonreligious perspective.

23 128. OUSD proudly promotes these organizations and activities on its website.

24 129. Many of these groups are organized for discussing certain viewpoints that  
25 separately and independently trigger CEF’s constitutional right to meet.

26 130. For instance, the Jewish Community Center of East Bay discusses ideas and  
27 values to children from Jewish culture and tradition. The Girl Scouts and Boy Scouts offer  
28

1 character-building from a secular viewpoint and often discuss issues to children regarding  
2 sexuality, religion, and issues affecting the LGBTQ community.

3 131. Several organizations discuss their views on how to tackle mental and behavioral  
4 health, trauma, systemic racism, and poverty, including the Bay Area Community Resources,  
5 East Bay Agency for Children, Higher Ground Neighborhood Development Corp., Safe  
6 Passages, and the Ujimaa Foundation.

7 132. OUSD also recognizes numerous groups that discuss ways to serve others in the  
8 community, including Bay Area Resources Center (literary support and student leadership  
9 programs), Envisioneers (project-based learning and community mentors), Oakland Kids First  
10 (academic peer mentorship), and Student Program for Academic and Athletic Training  
11 (academic and athletic training).

12 133. The Good News Club does not undermine Defendants' government interest in  
13 safety, maintenance, or security any more than the entities and activities listed above.

14 134. Indeed, the Good News Club satisfies the requirements of California Education  
15 Code section 233.5(a), which requires schools to, *inter alia* "impress upon the minds of the  
16 pupils the principles of morality, truth, justice, patriotism, and a true comprehension of the  
17 rights, duties, and dignity of American citizenship, and the meaning of equality and human  
18 dignity, including the promotion of harmonious relations, [and] to instruct them in manners and  
19 morals and the principles of a free government. . . ."

20 135. The Good News Club contains many teachings on "the principles of morality,  
21 truth, [and] justice" and promotes equality and human dignity consistent with the teachings in  
22 the Bible.

23 136. OUSD's continuous denials and nonresponses to CEF's facility use requests and  
24 community partner forum imposes a direct violation of CEF's constitutional rights.

25 137. CEF has been irreparably harmed by OUSD's unconstitutional facility use  
26 policies and application of those policies.

138. As a result of OUSD's facility use policies and the discriminatory application of those policies, CEF has been unable to host its Good News Clubs for nearly two years and will continue to be unable to host its Good News Clubs absent injunctive relief.

**COUNT I - VIOLATION OF THE FREE SPEECH CLAUSE OF THE FIRST  
AMENDMENT TO THE UNITED STATES CONSTITUTION**

139. Plaintiff incorporates all factual allegations contained in the foregoing paragraphs 1 through 138, as though fully set forth herein.

140. The Free Speech Clause of the First Amendment to the United States Constitution, incorporated and made applicable to the states by the Fourteenth Amendment, protects CEF's freedom of speech.

141. Defendants grant numerous similarly situated groups benefits and access to its facilities to meet and discuss a variety of topics. These practices and policies create a limited public forum to which Plaintiff has a right of access under the First Amendment.

142. Defendants' Use Policies, both on their face and as applied, violate CEF's constitutional right to free speech.

143. Defendant's Use Policies, both on their face and as applied, discriminate on the basis of CEF's religious viewpoint.

144. Defendants' Use Policies, both on their face and as applied, discriminate against the religious content of CEF's Good News Club.

145. Defendants' Use Policies, both on their face and as applied, discriminate against religious groups, religious speech, and religious viewpoints.

146. Defendants' Use Policies, both on their face and as applied, constitute an unconstitutional prior restraint on speech.

147. Defendants' Use Policies, both on their face and as applied, lack objective, neutral, and concrete criteria on which school officials are to decide facility use requests and impermissibly grant OUSD officials unfettered discretion to decide which organizations will be permitted to access OUSD facilities.

1           148. Defendants' Use Policies, both on their face and as applied, contain no deadline  
2 by which an official must grant or deny an applicant's facility use request, providing an avenue  
3 for requests to remain pending indefinitely.

4           149. Defendants' Use Policies, both on their face and as applied, fail to leave open  
5 sufficient alternative channels of communication.

6           150. Defendants' Use Policies, both on their face and as applied, are  
7 unconstitutionally vague.

8           151. Defendants' Use Policies, both on their face and as applied, are  
9 unconstitutionally overbroad.

10          152. Defendants' Use Policies, both on their face and as applied, serve no legitimate,  
11 important, or compelling government interest.

12          153. Defendants' Use Policies, both on their face and as applied, are not narrowly  
13 tailored to serve any legitimate, important, or compelling government interest, and are not  
14 rationally related to any such interest.

15          154. As a direct and proximate result of Defendants' violation of the Free Speech  
16 Clause, Plaintiff has suffered, is suffering, and will continue to suffer, irreparable harm,  
17 including the loss of its fundamental constitutional rights.

18          155. CEF has no adequate remedy at law for the continuing violation of its free  
19 speech rights.

20          WHEREFORE, CEF respectfully prays for relief against Defendants as hereinafter set  
21 forth in its prayer for relief.

22           **COUNT II - VIOLATION OF THE FREE EXERCISE CLAUSE OF THE FIRST**  
23           **AMENDMENT TO THE UNITED STATES CONSTITUTION**

24          156. Plaintiff incorporates all factual allegations contained in the foregoing  
25 paragraphs 1 through 138, as though fully set forth herein.

26          157. The Free Exercise Clause of the First Amendment to the United States  
27 Constitution, incorporated and made applicable to the states by the Fourteenth Amendment,  
28 protects CEF's free exercise of religion.

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1 158. Defendants' Use Policies, both on their face and as applied, violate CEF's  
2 constitutional right to free exercise of religion.

3 159. CEF has a sincerely held religious belief that it should teach the Bible and  
4 provide moral guidance and character training to children from a religious viewpoint.

5 160. CEF exercises this religious belief by hosting Good News Club meetings in the  
6 public forums available at public school facilities after school hours.

7 161. Defendants' Use Policies, both on their face and as applied, substantially burden  
8 Plaintiff's sincerely held religious beliefs by denying CEF access to Defendants' facilities on an  
9 equal basis with similarly situated nonreligious activities and organizations.

10 162. Defendants' Use Policies, both on their face and as applied, specifically target  
11 religious organizations for disparate treatment.

12 163. Defendants' Use Policies, both on their face and as applied, are neither neutral  
13 nor generally applicable.

14 164. Defendants' Use Policies, both on their face and as applied, include a system of  
15 individualized exemptions under which school officials may discriminatorily grant facilities  
16 access to favored groups while denying access to CEF.

17 165. Defendants' Use Policies, both on their face and as applied, constitute a religious  
18 gerrymander by unconstitutionally orphaning CEF's religious speech while permitting favored  
19 non-religious organizations access to Defendants' facilities.

20 166. Defendants' Use Policies, both on their face and as applied, serve no legitimate,  
21 important, or compelling government interest.

22 167. Defendants' Use Policies, both on their face and as applied, are not narrowly  
23 tailored to serve any legitimate, important, or compelling government interest, and are not  
24 rationally related to any such interest.

25 168. Defendants' Use Policies, both on their face and as applied, unconstitutionally  
26 chill and fail to accommodate CEF's exercise of religion.



1           169. As a direct and proximate result of Defendants' violation of the Free Exercise  
2 Clause, Plaintiff has suffered, is suffering, and will continue to suffer, irreparable harm,  
3 including the loss of its fundamental constitutional rights.

4           170. CEF has no adequate remedy at law for the continuing violation of its free  
5 speech rights.

6           WHEREFORE, CEF respectfully prays for relief against Defendants as hereinafter set  
7 forth in its prayer for relief.

8           **COUNT III - VIOLATION OF THE ESTABLISHMENT CLAUSE OF THE FIRST**  
9           **AMENDMENT TO THE UNITED STATES CONSTITUTION**

10          171. Plaintiff incorporates all factual allegations contained in the foregoing  
11 paragraphs 1 through 138, as though fully set forth herein.

12          172. The Establishment Clause prohibits government from establishing a religion,  
13 showing hostility towards religion, and showing favoritism towards one religious sect over  
14 another or towards non-religion over religion.

15          173. The Establishment Clause does not require or permit Defendants to differentiate  
16 access to Defendants' facilities, or shield Defendants from liability for providing unequal  
17 access to its facilities, based on religious identity, speech, or viewpoint of any organization,  
18 including CEF.

19          174. Defendants are required to grant CEF equal access to facilities as other similarly  
20 situated nonreligious activities and organizations and may do so without any constitutional  
21 concerns.

22          175. Defendants' Use Policies, both on their face and as applied, violate the  
23 Establishment Clause by showing hostility towards the religious identity, speech, and  
24 viewpoint of Plaintiff, and favoring the religious views of the Jewish community and  
25 nonreligious identities, speech, and viewpoints of other similarly situated groups.

26          176. As a direct and proximate result of Defendants' violation of the Establishment  
27 Clause, Plaintiff has suffered, is suffering, and will continue to suffer, irreparable harm,  
28 including the loss of its fundamental constitutional rights.

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1 177. CEF has no adequate remedy at law for the continuing violation of its free  
2 speech rights.

3 WHEREFORE, CEF respectfully prays for relief against Defendants as hereinafter set  
4 forth in its prayer for relief.

5 **COUNT IV - VIOLATION OF THE EQUAL PROTECTION CLAUSE OF THE**  
6 **FOURTEENTH AMENDMENT TO THE UNITED STATES CONSTITUTION**

7 178. Plaintiff incorporates all factual allegations contained in the foregoing  
8 paragraphs 1 through 138, as though fully set forth herein.

9 179. The Fourteenth Amendment to the United States Constitution guarantees  
10 Plaintiffs' right to equal protection of the law.

11 180. Defendants' Use Policies, both on their face and as applied, violate Plaintiff's  
12 constitutional right to equal protect by treating CEF less favorably than other similarly situated  
13 nonreligious organizations on the basis of Plaintiff's religious identity and the religious content  
14 and viewpoint of its message.

15 181. Defendants' Use Policies, both on their face and as applied, serve no legitimate,  
16 much less compelling, government interest.

17 182. Defendants' Use Policies, both on their face and as applied, are not narrowly  
18 tailored to serve any legitimate or compelling government interest.

19 183. As a direct and proximate result of Defendants' violation of the Equal Protection  
20 Clause, Plaintiff has suffered, is suffering, and will continue to suffer, irreparable harm,  
21 including the loss of its fundamental constitutional rights.

22 184. CEF has no adequate remedy at law for the continuing violation of its free  
23 speech rights.

24 WHEREFORE, CEF respectfully prays for relief against Defendants as hereinafter set  
25 forth in its prayer for relief.

26 **COUNT V - VIOLATION OF THE CALIFORNIA CIVIC CENTER ACT**

27 185. Plaintiff incorporates all factual allegations contained in the foregoing  
28 paragraphs 1 through 138, as though fully set forth herein.

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1           A.     That the Court issue a preliminary injunction pending trial, and permanent  
2 injunction upon judgment, restraining and enjoining Defendants and their officers, agents,  
3 employees, and attorneys, and all other persons acting in concert or participation with them,  
4 from enforcing, threatening to enforce, attempting to enforce, or otherwise requiring compliance  
5 with the Use Policies such that:

- 6                   1.     Defendants must provide CEF access to OUSD facilities to conduct after  
7 school programs equal to the access provided to similarly situated  
8 nonreligious organizations;
- 9                   2.     Defendants must not violate Plaintiff's constitutional rights; and
- 10                  3.     Defendant must not violate CEF's rights under the California Civic  
11 Center Act.

12           B.     Judgment declaring the Use Policies and Defendants' actions pursuant thereto  
13 unconstitutional, both on their face and as applied to CEF, and otherwise declaring the rights  
14 and other legal obligations and relations of the parties within the subject matter here in  
15 controversy.

16           C.     Judgment awarding CEF nominal damages in the amount of \$100.00.

17           D.     Judgment awarding CEF its costs and expenses in this action, including  
18 reasonable attorneys' fees and costs, in accordance with 42 U.S.C. §1988.

19           E.     That the Court retain jurisdiction of the action for the purpose of enforcing the  
20 Court's order; and

21           F.     Such other and further relief as the Court deems proper and just.

1 Date: December 11, 2024

Respectfully submitted,

2 /s/ Nicolai Cocis

3 Nicolai Cocis (204703)

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**VERIFICATION**

I declare under penalty of perjury under the laws of the United States of America and the State of California that foregoing factual allegations that pertain to CEF are true and correct, based upon my personal knowledge (unless otherwise indicated), and if called to testify to their truthfulness, I would and could do so competently.

Executed this November 22, 2024.

/s/ Korede Adeniji-Grimsley  
Korede Adeniji-Grimsley