

IN THE SUPERIOR COURT OF CHATHAM COUNTY
STATE OF GEORGIA

ANGELA MENSING, individually and)
in her capacity as Editor in Chief of)
The Inkwell; KRISTEN ALONSO, individually)
and in her capacities as News Editor and)
Staff Manager of The Inkwell; and)
BRIAN ANDERSON, individually and in his)
capacities as Arts & Entertainment Editor)
and Editor in Chief of The Inkwell,)

Plaintiffs,)

vs.)

ARMSTRONG ATLANTIC STATE)
UNIVERSITY; the ARMSTRONG)
ATLANTIC STATE UNIVERSITY)
STUDENT GOVERNMENT)
ASSOCIATION; THOMAS Z. JONES,)
individually and in his official capacity)
as President of Armstrong Atlantic State)
University; VICKI McNEIL, individually)
and in her official capacity as Vice President)
for Student Affairs of Armstrong Atlantic)
State University; AL HARRIS, individually)
and in his official capacity as Director of)
Student Activities of Armstrong Atlantic)
State University,)

Defendants.)

CIVIL ACTION
FILE NO.

VERIFIED COMPLAINT

This is a lawsuit seeking injunctive relief and nominal damages and challenging the decision made by Armstrong Atlantic State University (“AASU”), by and through the AASU Student Government Association, to reduce the funding for the student newspaper, The Inkwell, for the 2008-2009 fiscal year. Plaintiffs assert that the funding reduction recommended by the Student Government Association and approved by the University President infringes upon Plaintiffs’ First Amendment rights of freedom of speech as staff members of The Inkwell.

JURISDICTION AND VENUE

This action arises under the authority vested in this Court by virtue of 42 U.S.C. § 1983, 42 U.S.C. § 1985, 28 U.S.C. § 1331, 28 U.S.C. § 1343 and 28 U.S.C. § 1367 and O.C.G.A. § 9-4-2, O.C.G.A. § 9-4-3, O.C.G.A. § 9-5-1, O.C.G.A. § 9-6-20, O.C.G.A. § 9-6-23, O.C.G.A. § 9-6-25 and pursuant to the United States Constitution and Georgia Constitution. Main v. Thiboutot, 448 U.S. 1, 10-11 (1980) (“Section 1983 actions may be brought in state court”). Venue is proper in this Court.

PARTIES

1. Plaintiff Angela Mensing was the Editor in Chief of the Inkwell for the 2007-2008 academic year, and was Editor in Chief during the events at

issue in this lawsuit.

2. Plaintiff Kristen Alonso, a currently enrolled AASU student, was the News Editor for the Inkwell during the 2007-2008 year, was News Editor during the events at issue in this lawsuit, and will be the Staff Manager and a staff reporter for the Inkwell during the 2008-2009 academic year.
3. Plaintiff Brian Anderson, a currently enrolled AASU student, was the Arts & Entertainment Editor for the Inkwell during the 2007-2008 year, was an editor and staff member of the Inkwell during the events leading to the lawsuit, and is the Editor in Chief of the Inkwell currently and for the duration of the 2008-2009 academic year.
4. Defendant Thomas Z. Jones is, and was at all times during the events at issue, the President of Armstrong Atlantic State University. As such, Defendant Jones is ultimately responsible for all executive decisions in the management of the University, including those governing the expenditure of University funds. Defendant Jones resides in, and is amenable to service of process in, Chatham County, Georgia.
5. Defendant Vicki McNeil is, and was at all times during the events at issue, the Vice President for Student Affairs of Armstrong Atlantic State University. As such, Defendant McNeil has responsibility for reviewing

and approving the budget for the expenditure of student activity fees, which includes the budget for The Inkwell. Defendant McNeil is amenable to service of process in Chatham County, Georgia.

6. Defendant Al Harris is, and was at all times during the events at issue, the Director of Student Activities of Armstrong Atlantic State University. In that capacity, Defendant Harris is the primary liaison between The Inkwell staff and the administration of the University, and in that capacity, Defendant Harris participated in formulating the 2008-09 budget for The Inkwell in concert with the members of the AASU Student Government Association Finance Committee. Defendant Harris is amenable to service of process in Chatham County, Georgia.

FACTUAL ALLEGATIONS

7. Armstrong-Atlantic State University (hereinafter, "AASU," "Armstrong" or "the University") is a unit of the University System of Georgia, is governed by the Board of Regents of the University System of Georgia, and is an agency of the State of Georgia. The Board of Regents unifies the public higher education system of Georgia under a single governing and management authority.

8. The Student Government Association (SGA), made up of elected representatives from the student body of the University, is responsible for enacting policies and resolutions pertaining to Armstrong student activities. The University has delegated authority to the SGA to determine, subject to AASU ratification, the allocation of funding for student organizations using student activity fees.
9. The Student Government Finance Committee develops the Student Activities Budget based on consultation with the Vice President of Business and Finance and the Director of Student Activities, each of whom is an employee of the University ultimately responsible to Defendant Jones. The budget is subject to approval by the Student Government Senate, Vice President of Student Affairs, and the President of the University.
10. The Campus Union Board (CUB) is a campus organization established by the SGA that provides a planned program of social, educational, recreational and cultural activities for the AASU community. The Chair is the SGA President and its members are voting and non-voting elected and SGA-appointed students.

11. The Inkwell is the student newspaper at AASU. The Inkwell budget is comprised of funds from student activity fees and earnings from the sale of advertising. Student activity fee monies are available to be drawn upon immediately at the start of a fiscal year, while monies projected to be earned from advertising are not available until earned. The University collects student activity fees as a component of AASU tuition, under authority granted to the University by the State of Georgia.

Administrators/SGA Officials Disapprove of Inkwell Editorial Content Decisions

12. Angela Mensing became Editor in Chief of the Inkwell at the beginning of the 2007-08 academic year. Traditionally, the Inkwell's coverage of University affairs had been relatively deferential to the AASU administration. Mensing, however, implemented a decidedly more aggressive stance toward news coverage of the University, and a more critical editorial stance, to which University administrators were unaccustomed.
13. For example, on February 8, 2008 - during the time that The Inkwell's 2008-09 budget was under consideration - The Inkwell published an editorial sharply criticizing AASU administrators for not immediately firing the University's former vice president for business and finance after

it was disclosed that he had made unauthorized purchases using a University credit card.

14. Shortly after the start of the 2007-08 academic year, officials of AASU and of the AASU Student Government Association began a pattern of openly criticizing and second-guessing the content and viewpoint decisions made by the editors of The Inkwell.
15. On September 20, 2007, Al Harris, AASU Director of Student Activities and SGA faculty advisor, told Mensing that he forbid her to publish a critical article, which Harris had been told was forthcoming, about the University's Department of Plant Operations regarding expired elevator permits. The Inkwell continued to pursue and publish the story in spite of Harris' directive, but the article ultimately did not turn out to be critical of the University.
16. On September 24, 2007, Robin Jones, AASU Assistant Director of Student Activities and CUB faculty advisor, complained to Mensing that the Inkwell had printed an article containing an interview with Jones without giving Jones an advance copy so that she could pre-approve its content before publication. Mensing responded that distributing advance copies of articles for prior review to administrators, staff and faculty at the

university was against the newspaper's policy.

17. In late September 2007, Harris verbally expressed to Mensing his displeasure that Inkwell editors had made the decision to print a pet adoption advertisement free of charge. Inkwell editors made the decision to run the ad without charge because Inkwell staff members felt strongly about the ad's message.
18. In early October 2007, Harris and Jones expressed concern to Mensing over the Inkwell's policy decision to begin charging CUB for advertising space in the paper. These AASU administrators contacted Mensing as well as the SGA president, Kaitlen Fulp, to schedule a meeting to discuss the change. Such a meeting never occurred.
19. On February 19, 2008, SGA Senator Chris Nowicki emailed Mensing regarding the content of recent Inkwell articles, copying several other student senators on the e-mail. He expressed his displeasure at the lack of reporting on a new campus student center. He also voiced his disagreement with the content of an advertisement that Inkwell editors had created to make prospective applicants aware of vacant positions at the newspaper. Nowicki stated that the advertisements did not give enough information and that those without prior knowledge (i.e. those not

currently on the Inkwell staff) would be unable to apply.

20. On March 4, 2008, the Inkwell received a Letter to the Editor from Nowicki complaining that the Inkwell failed to credit the SGA with organizing a campus concert that was covered in the newspaper previous issue.

The Inkwell Investigates Possible Clery Act Violations by AASU

21. On February 14, 2008, Inkwell reporter Patrick Fina contacted University Chief of Police Mack Seckinger to inquire about the policy of allowing police report logs to be available to the public. Seckinger responded that he would answer questions and that Fina could meet him in person at the University Police Department.
22. On February 15, 2008, Fina and News Editor Kristen Alonso went to the University Police Department to gather information for a news story about the adequacy of the University's disclosure of criminal activity in light of the federal Clery Act, which requires that detailed logs of specified offenses be made promptly available for public inspection. The journalists asked to see Dwain Whitehead, the person Alonso understood to be responsible for such reporting. When they could not locate him, Fina and Alonso interviewed AASU Police Officer Joe Peny regarding their Clery Act research, copies of which they had brought with them. Officer Peny

said he would pass the information to the appropriate people.

23. On March 4, 2008, Fina contacted Seckinger by email to ask questions regarding delayed access to crime logs. The email made clear that a focus of the article would be the University's apparent failure to meet its disclosure obligations under the Clery Act. Fina told Seckinger that the article would be printed in the upcoming issue of the newspaper and requested a timely response to his questions.
24. In its issue published on March 7, 2008, the Inkwell printed the article detailing its findings that the University Police Department's disclosure policy fell short of what federal law required under the Clery Act. In the same edition, the Inkwell printed the Letter to the Editor submitted by Nowicki on March 4, 2008.

The Student Government Association Cuts the Inkwell's Budget

25. On February 16, 2008, the SGA held budget hearings to allocate funds for the next fiscal year, including funding for the Inkwell. Mensing attended the hearing on behalf of the Inkwell and presented a budget request for \$70,829.00, representing an increase of \$16,329.00 over the 2007-08 allocation.

26. During the hearing, members of the Committee raised and discussed issues concerning the content of The Inkwell, and in fact brought to hearing a stack of back issues of The Inkwell to point out specific instances of content and viewpoint with which they disagreed.
27. Joe Peny - the student police officer interviewed the preceding day by Inkwell staff members regarding possible Clery Act violations by the Police Department - was a member of the SGA Finance Committee, and attended and participated in the Inkwell's budget hearing, as did Defendant Harris.
28. During early March 2008, Defendant McNeil and Student Government President Kaitlen Fulp signed the student activity fee budget containing the Inkwell budget cut recommended by the Finance Committee. Defendant Jones gave the budget his final approval on March 6, 2008, and the news of the allocation was conveyed to the editors of The Inkwell by letter dated March 6.
29. The Inkwell budget from student activity fees was reduced by \$14,760.00, and the budget the newspaper would need to raise from advertising revenue was increased by \$10,500. Counting anticipated advertising revenue, the receipt of which (unlike student activity fees) is not assured,

the Inkwell was allotted a total of \$65,240.00 for the coming fiscal year, a net decrease of \$4,260.00.

30. The budget reduction imposed on the Inkwell was greatly disproportionate, both in dollar and in percentage terms, to the reduction imposed on any other student organization. Almost all other organizations funded through SGA other than the Inkwell received either an increase or a flat-level budget for 2008-09.
31. As a result of the budget reduction, Inkwell student staff wages will be cut and the newspaper may be unable to pay anything for freelance work.
32. The Inkwell will be financially incapable of publishing its customary summer edition during the summer of 2008.
33. The Inkwell may also have to reduce the number of editions published during the 2008-2009 school year because of printing costs.
34. The budget reduction recommended by Defendant Harris and the Finance Committee, and approved by Defendants McNeil and Jones, was motivated wholly or in substantial part by the disagreement of AASU officials with the content and viewpoint of The Inkwell newspaper.
35. As a result of the budget reduction, Plaintiffs are chilled in their expression of First Amendment-protected speech, and are less likely than they would

otherwise have been to express viewpoints critical of AASU or to make independent editorial judgments about the newsworthiness of Student Government Association events.

CLAIMS FOR RELIEF

Count One: United States Constitution

36. The allegations set forth in the foregoing paragraphs are incorporated herein by reference.
37. Plaintiffs enjoy the First Amendment right to freedom of speech and freedom of the press through the avenue of the Inkwell newspaper. This freedom includes the freedom to make editorial decisions about news and advertisement content in the newspaper.
38. Defendants, through the mechanism of the Student Government Association, acting under an express delegation of authority by AASU, infringed upon Plaintiffs' constitutionally protected rights by decreasing funding in retaliation for editorial content decisions.

Count Two: Georgia State Constitution

39. The allegations set forth in the foregoing paragraphs are incorporated herein by reference.

40. Under the Constitution of the State of Georgia, Plaintiffs enjoy the right to freedom of speech and freedom of the press through the avenue of the Inkwell newspaper. This freedom includes the freedom to make editorial decisions about news and advertisement content in the newspaper.
41. Defendants, through the mechanism of the Student Government Association, acting under an express delegation of authority by AASU, infringed upon Plaintiffs' constitutionally protected rights by decreasing funding in retaliation for editorial content decisions.

Count Three: Claims Under 42 U.S.C. § 1983

42. The allegations set forth in the foregoing paragraphs are incorporated herein by reference.
43. This is an action pursuant to 42 U.S.C. § 1983.
44. Defendants, acting under the color of state law, have violated Plaintiffs' First Amendment rights. They have infringed, interfered with and/or deprived Plaintiffs of these constitutional rights.
45. The actions of Defendants were taken for the express purpose of infringing, interfering with, punishing and retaliating against Plaintiffs for their exercise of their First Amendment rights.

46. The actions of Defendants were intended to have and have had an impermissible chilling effect on Plaintiffs' First Amendment rights and rights to free expression.
47. The actions of Defendants do not further any compelling interest of the government. Further, the actions of Defendants were not tailored to achieve any significant or compelling governmental interest.
48. As a result of Defendants' actions, Plaintiffs have been chilled in the exercise of their fundamental rights under the First Amendment. Plaintiffs, therefore, have suffered and will continue to suffer irreparable harm for which there is no adequate remedy of law.

PRAYER FOR RELIEF

WHEREFORE, Plaintiffs respectfully pray that this Court:

1. Assume jurisdiction over this action;
2. Enter a declaratory judgment declaring the budget allocation by the Student Government Association, and approved by AASU, to be in violation of the United States and Georgia Constitutions;
3. Enter a preliminary and permanent injunction against Defendants prohibiting Defendants, their successors, and assigns, and all persons acting in concert therewith from enforcing the retaliatory budget allocation

and reducing the Inkwell's student activity fee allocation from its 2007-08 level;

4. Enter judgment in Plaintiffs' favor for nominal damages;
5. Award Plaintiffs reasonable attorneys' fees and costs as allowed by law;
and
6. Order such additional relief as the Court may deem just and proper.

DATED this the ____ day of June, 2008.

Respectfully submitted,

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