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**PHV Application Filed Concurrently*

UNITED STATES DISTRICT COURT
DISTRICT OF OREGON
MEDFORD DIVISION

YOUTH 71FIVE MINISTRIES,

Case No.: 1:24-cv-399

Plaintiff,

v.

VERIFIED COMPLAINT

CHARLENE WILLIAMS, Director of the Oregon Department of Education, in her individual and official capacities; BRIAN DETMAN, Director of the Youth Development Division, in his individual and official capacities; and CORD BUEKER, JR., Deputy Director of the Youth Development Division, in his individual and official capacities,

Defendants.

INTRODUCTION

1. This civil-rights action challenges the constitutionality of Defendants’ decision to exclude a religious organization from an otherwise available government benefit program solely because of its religious character and exercise.

2. Plaintiff Youth 71Five Ministries (“71Five Ministries” or “71Five”) is a Christian, youth-mentoring ministry in Medford, Oregon, that has been serving the youth in its community for 60 years.

3. 71Five Ministries has for years successfully applied for and received grants through Oregon’s Youth Community Investment Grant Program, a grant program designed to support existing services for youth who are at risk of disengaging from school, work, and community.

4. But things changed with the 2023-25 grant cycle, when Defendants for the first time decided to prohibit faith-based organizations from participating in the program if they prefer members of their own faith as employees and volunteers (the “New Rule”).

5. This New Rule led to Defendants stripping 71Five Ministries of over \$400,000 in grant awards just because the Christian ministry expects its employees and volunteers to share its religious beliefs and mission.

6. In Defendants’ view, to participate in this otherwise available government benefit program, religious organizations like 71Five Ministries cannot prefer coreligionists as employees or volunteers.

7. It does not matter whether the position is ministerial or non-ministerial, paid or volunteer—Defendants forbid religious organizations from requiring *any* of their staff or volunteers to share and live out their faith if they want to participate in the government program like everyone else.

8. But the New Rule and Defendants’ actions cannot be squared with the First Amendment. Such religious discrimination is “odious to our Constitution,”

Trinity Lutheran Church of Columbia, Inc. v. Comer, 582 U.S. 449, 467 (2017), and the U.S. Supreme Court has “repeatedly held”—three times in the past seven years—that the government “violates the Free Exercise Clause when it excludes religious observers from otherwise available public benefits.” *Carson v. Makin*, 596 U.S. 767, 778 (2022); *see also Trinity Lutheran*, 582 U.S. 449 (2017); *Espinoza v. Mont. Dep’t of Revenue*, 140 S. Ct. 2246 (2020).

9. This is true “[r]egardless of how the benefit and restriction are described.” *Carson*, 596 U.S. at 789.

10. What’s more, the government has never been allowed to dictate who an organization, secular or otherwise, must accept as volunteers.

11. And the Supreme Court has clearly established relevant boundaries for employees: the government cannot interfere with a religious organization’s “selection of those who will personify its beliefs.” *Hosanna-Tabor Evangelical Lutheran Church & Sch. v. E.E.O.C.*, 565 U.S. 171, 188 (2012).

12. To allow otherwise, the Court has explained, “threatens the [organization’s] independence in a way that the First Amendment does not allow.” *Our Lady of Guadalupe Sch. v. Morrissey-Berru*, 140 S. Ct. 2049, 2069 (2020).

13. Because the New Rule and Defendants’ actions violate the First Amendment many times over and conflict with well-established Supreme Court precedent, 71Five Ministries is entitled to declaratory and injunctive relief to prevent the ongoing and prospective constitutional violations, as well as damages to remedy the past constitutional violations.

JURISDICTION AND VENUE

14. This civil-rights action raises federal questions under the United States Constitution and the Civil Rights Act of 1871, 42 U.S.C. § 1983.

15. This Court has original jurisdiction under 28 U.S.C. §§ 1331 and 1343.

16. This Court can grant the requested declaratory and injunctive relief under 28 U.S.C. §§ 2201 and 2202 and Fed. R. Civ. P. 57 and 65.

17. This Court can award the requested damages under 28 U.S.C. § 1343.

18. This Court can award costs and attorneys' fees under 42 U.S.C. § 1988(b).

19. Venue is proper in this district under 28 U.S.C. § 1391(b)(1) and (2).

PARTIES

20. Plaintiff 71Five Ministries is a nonprofit, Christian, youth-mentoring ministry. It is headquartered in Medford with multiple locations and ministries operating within Jackson and Josephine counties. 71Five Ministries is organized exclusively for religious, religious education, and charitable purposes. *See* Certificate and Articles of Incorporation, a true and accurate copy attached as **Exhibit 1**.

21. Defendant Charlene Williams is the Director of the Oregon Department of Education (the "Department"). She directs and supervises all activities of the Oregon Department of Education, including those performed by the Department's Youth Development Division. *See* O.R.S. §§ 326.300(2)(b) and 326.310(2). Defendant Williams was ultimately responsible for the decision to adopt and implement the New Rule, as well as the decision to rescind 71Five Ministries' grant awards. She is sued in her individual and official capacities.

22. Defendant Brian Detman is the Director of the Youth Development Division of the Oregon Department of Education. As Director, Defendant Detman "is responsible for the performance of the duties, functions and powers of the Youth Development Division." *Id.* § 417.853(1). The Youth Development Division's purpose is to "ensure that services are provided to school-age children through youth 24 years of age in a manner that supports education and career success, disrupts youth

crime and violence and affirms youth strengths and safety.” *Id.* § 417.852(1). Among other things, the Youth Development Division “[d]istribute[s] funding” and “administer[s] grant funding processes and programs,” *id.* § 417.852(3)(a), including the Youth Community Investment Grant Program. Along with Defendant Williams, Defendant Detman was responsible for the decision to adopt and implement the New Rule and the decision to rescind 71Five Ministries’ grant awards. He is sued in his individual and official capacities.

23. Defendant Cord Bueker, Jr., is the Deputy Director of the Youth Development Division of the Oregon Department of Education. Along with Defendants Williams and Detman, he was directly involved in the Department’s decision to enforce the New Rule against 71Five Ministries and the decision to rescind the ministry’s grant awards. He is sued in his individual and official capacities.

FACTUAL ALLEGATIONS

A. 71Five Ministries

24. Founded in 1964, and incorporated ten years later, 71Five Ministries has been serving the Rogue Valley community for 60 years.

25. The ministry is a nonprofit, Christian, youth-mentoring organization founded by local Christians who were concerned about the welfare of kids in their community.

26. First named Rogue Valley Youth For Christ, the ministry’s name was changed to Youth 71Five Ministries in 2018.

27. The name stems from Psalm 71:5, a Bible verse that says: “Lord God, you are my hope. I have trusted you since I was young.” (Int’l Children’s Bible).

28. The ministry’s logo incorporates this Bible verse; the “71” in the logo is designed as an arrow pointing up to God in heaven:



29. Consistent with this theme verse, 71Five Ministries believes that when a young person learns to trust God, he or she will experience a lifetime of hope.

30. 71Five Ministries therefore believes that the most important and meaningful thing it can do for a young person is to share with him or her how to trust God through the Gospel of Jesus Christ.

31. 71Five Ministries does this mainly in the context of loving, trusting relationships.


32. The ministry believes that such relationships are the best way to communicate and model the love of God and to introduce the Hope only found in a relationship with Jesus Christ.


33. As put by its mission statement, 71Five Ministries “exists to share God’s Story of Hope with young people through trusting relationships in any relevant way.” Excerpts of the 71Five Employee Policy Handbook at 3, a true and correct copy attached as **Exhibit 2**.


34. Because 71Five Ministries believes that trusting relationships are pivotal to building the foundation needed to guide young people and to help them develop the spiritual, mental, physical, and social components of their lives, it provides many opportunities for loving, caring, Christ-following adults to invest in the lives of lost and hurting kids.


35. 71Five Ministries connects its staff and volunteers with young people and their families through a wide range of ministries.

36. These ministries include:

 71Five Campus provides youth centers for K-12 students, where students can have a safe and supportive place to hang out and develop meaningful relationships. The ministry combines healthy relationships with creative programs to help young people make good choices, establish a solid foundation for life, and positively impact their schools and communities. Events are generally high-energy and fun and provide students with opportunities to discuss life lessons from a Christ-centered perspective. Students also receive free meals and enjoy activities such as basketball, volleyball, pool, air hockey, video and board games, and group games. There are four 71Five Campus locations across Jackson and Josephine counties.

 71Five City is a relational community-based ministry that aims to transform the lives of inner-city youth, their families, and their communities. The program allows 71Five Ministries to form strong, collaborative relationships with local leaders and to raise up inner-city youth to know God and to serve their communities. In addition to providing fun activities such as family dinners, movie nights, paintball, hiking, rafting, and camping, 71Five City gives kids a safe place to be with friends and to develop meaningful relationships with 71Five staff and volunteers. There are three 71Five City locations across Jackson and Josephine counties.

 71Five Justice builds relationships with at-risk youth in a variety of youth-serving institutions, such as detention centers, probation programs, correctional facilities, group homes, residential treatment centers, and emergency shelters. 71Five Justice offers voluntary Bible studies, chapels, prayer, one-to-one visits and mentoring, group discussions, and outdoor activities such as mountain biking. The relationships created through the program are sustained with ongoing involvement as youth reenter their communities. 71Five Justice operates in both Medford and Grants Pass.

 71Five VoTech is a pre-apprenticeship, career exploration program for young people ages 16 to 24. The program provides free hands-on, vocational training for high-demand, livable-wage careers while addressing barriers through comprehensive case management. 71Five VoTech offers students career pathways to eight industry fields: construction, sheet metal fabrication, welding, auto repair, small engine repair, soldering, woodworking, and aviation mechanics. As part of the program, 71Five VoTech provides free housing to students who need it. There are 71Five VoTech locations in Medford and Grants Pass.



71Five Camp is a camp experience for middle and high school students. The camp experience creates an environment that invites God to transform the lives of young people through shared experiences, outdoor challenges, and times of solitude. 71Five Camp teaches students about God within the context of trusting relationships and memorable learning experiences.



71Five Connect is a day-long workshop for middle and high school students designed to improve behaviors, values, and attitudes. At 71Five Connect, students learn to choose conflict resolution over conflict and respect for others over disrespect.



71Five Mentors is a one-to-one mentoring program for at-risk youth. Mentors are trained, responsible, caring, Christian adults who invest significant time in creating meaningful mentor relationships with youth. These mentor relationships help develop the spiritual, mental, physical, and social components of each young person's life.



71Five Parents is a ministry that reaches expectant and parenting teens and their children through intentional relationships with trained adults and community partners. The group meets weekly to share a meal, pray together, and study the Bible. The group also goes through an evidence-based parenting program together, with free childcare provided. The program empowers teens to make good choices and encourages them to further their education, move toward independent living, and become lifelong followers of Jesus Christ.

37. Participation in all 71Five Ministries' various programs and ministries is always voluntary, and most programs and activities are provided for free.

38. For camp or any other activity that might have a cost associated with it, 71Five Ministries always has scholarships for kids who cannot cover the cost.

39. While 71Five Ministries' various programs and ministries strive to meet participants' physical, mental, emotional, and social needs, the ministry's "primary purpose" is "to teach and share about the life of Jesus Christ" so that individuals "might have an opportunity of having a personal relationship" with Him. Ex. 1 at 3 (Articles of Incorporation).

40. 71Five Ministries can accomplish this mission and purpose only through staff and volunteers who are willing and able to faithfully teach the Bible and relationally share the Gospel.

B. 71Five Ministries' Employees and Volunteers

41. 71Five Ministries currently has about 30 employees and over 100 volunteers. *See* List of 71Five Employees, attached as **Exhibit 3**.

42. Because it emphasizes one-to-one mentoring and creating authentic, trusting relationships, 71Five Ministries depends on its staff and volunteers to fulfill the ministry's distinctly Christian mission and purpose.

43. 71Five Ministries believes that all board members, employees, and volunteers have influence on the organization, staff, and those they serve.

44. So the ministry requires all board members, employees, and volunteers "to be authentic followers of Christ, manifesting by precept and example the highest Christian virtue and personal decorum." Ex. 2 at 6.

45. All board members, employees, and volunteers must "subscribe and adhere without mental reservation" to the following Statement of Faith, which reflects the beliefs of historic Christianity:

- (1) We believe the Bible to be the inspired, infallible, authoritative and complete word of God.
- (2) We believe that there is one God, eternally existent in three persons: Father, Son and Holy Spirit.
- (3) We believe in the deity of our Lord Jesus Christ, in His virgin birth, in His sinless life, in His miracles, in His vicarious and atoning death through his shed blood, in His bodily resurrection, in His ascension to the right hand of the Father, and in His personal return to power and glory.
- (4) We believe that, for the salvation of lost and sinful man, regeneration by the Holy Spirit is absolutely essential.
- (5) We believe in the present ministry of the Holy Spirit by whose indwelling the Christian is enabled to live a godly life.

(6) We believe in the resurrection of both the saved and lost; they that are either saved unto the resurrection of life, or are lost unto the resurrection of damnation.

(7) We believe in the spiritual unity of believers in Christ.

71Five Ministries, Constitution, Art. III, a true and correct copy attached as **Exhibit 4**; *see also* Ex. 2 at 3, 14.

46. All board members, employees, and volunteers must also be actively involved in a local church.

47. And all board members, employees, and volunteers are expected to encourage the students and families served by the ministry to be involved in a local church too.

48. 71Five Ministries further believes that a “Christian lifestyle should reflect the Biblical perspective of integrity, including but not limited to: appropriate personal and family relationships; business conduct; moral behavior; and use of discretion in areas of personal liberty with a mind to encourage the Christian walk of others.” Ex. 2 at 6.

49. So the ministry conducts background checks of all board members, employees, and volunteers.

50. It also has a code of conduct that is based on its Christian beliefs.

51. The importance of having employees who share and live out its religious beliefs is reflected in 71Five Ministries’ various job descriptions.

52. For example:

- The Executive Director must “direct the entire program of 71Five,” be “the embodiment of 71Five in the local community,” and “maintain on all levels, the character of a sincere and mature Christian,” Ex. 4 at 6 (Youth 71Five Ministries, By-laws, Art. III, Sec. E.3.f.);
- Coordinators of 71Five’s various ministries must “[d]evelop[] recurrent programs that communicate the Gospel, teach life skills, and encourage healthy lifestyles,” “[w]ork with local churches,”

“[p]rayerfully assign appropriate mentors to young people,” and “[e]stablish trusting, Christ-sharing relationships” with students, *see* Various 71Five Job Descriptions, true and correct copies attached as **Exhibit 5**, at 12, 19, 25, 26, 33;

- The Development Director is expected to “foster relationships” with “local churches,” connect with potential donors “through phone calls and face to face appointments,” and “present[] the story of 71Five at churches, community events, [and] service organization meetings,” Ex. 5 at 16;
- The Marketing Coordinator must “[d]evelop creative ways to improve campaigns, grow the 71Five brand, [and] communicate the mission of 71Five,” Ex. 5 at 29;
- The VoTech Case Manager is expected to “[e]stablish trusting, Christ-sharing relationships will all VoTech students,” Ex. 5 at 33; and
- An Administrative Specialist is often called to be 71Five’s first point of contact with the public, representing the ministry “at the front desk,” receiving and screening “all incoming phone calls,” and greeting “all people entering the office.” Ex. 5 at 35.

53. Along with having unique job duties and functions for their respective positions, *all* employees must fulfill certain “Core Responsibilities.”

54. These “Core Responsibilities” include “communicat[ing] and introduc[ing] the Gospel of Jesus Christ to young people and their families”; “[s]eek[ing] God’s guidance and wisdom, through prayer and meditation, for the organization as well as for specific ministry initiatives”; being “prepared to share the Gospel, offer guidance, comfort and pray to meet the spiritual needs of those you encounter in your day-to-day activities”; and actively “[p]articipat[ing] in regular times of prayer, devotion, and worship.” *See* 71Five Employee Core Responsibilities, a true and correct copy attached as **Exhibit 6**.

55. In addition to its staff, 71Five Ministries relies heavily on volunteers to fulfill its religious mission.

56. Volunteers are asked to mentor students, lead prayers and devotionals, and provide staff with spiritual support and encouragement, among other things.

57. Volunteers also support the ministry by doing such things as providing meals to students and their families, cleaning and repairing the facilities, and contributing to 71Five's various ministries through their knowledge and skills.

58. For example, 71Five Ministries has volunteers who help the ministry with IT related issues and volunteers who teach VoTech students construction, engine repair, welding, and the like.

59. By requiring all board members, employees, and volunteers to share and live out its religious beliefs, 71Five Ministries maintains an internal community of likeminded individuals who can compellingly articulate and advance its Christian messages and beliefs to youth, parents, and the broader community.

60. Keeping an internal community of coreligionists also facilitates discipleship among board members, employees, and volunteers, making 71Five Ministries a place of Christian fellowship and community.

61. Board members, employees, and volunteers all support each other in their Christian journey by providing biblical guidance and encouragement, praying for one another, and holding each other accountable.

62. This supportive and encouraging Christian environment is one reason employees want to work there and why many volunteers choose to donate their time, energy, and resources to the ministry.

C. Oregon's Youth Community Investment Grant Program

63. Oregon's Department of Education, through its Youth Development Division, provides biennial Youth Community Investment Grants to eligible organizations.

64. Youth Community Investment Grants seek to serve youth ages 6 to 24 who are at risk of disengaging from school, career/work, and community.

65. The grant program includes four initiatives: (1) Youth Promise; (2) Youth Workforce Readiness; (3) Youth Solutions; and (4) Youth Violence and Gang Prevention.

66. The Youth Promise initiative is intended to support youth ages 6 to 24 by providing funds for existing programming to a variety of service providers throughout the state. The initiative specifically supports programs that help improve and sustain engagement in education and the workforce so that youth may realize their potential.

67. The Youth Workforce Readiness initiative supports existing community efforts to directly provide youth ages 14 to 24 with career exploration and skill development services that will lead to sustainable living wage work opportunities.

68. The Youth Solutions initiative supports youth ages 6 to 24 with risk factors leading to negative educational and workforce outcomes.

69. The Youth Violence and Gang Prevention initiative supports youth ages 12 to 24 at risk of committing or being victims of violent crime. The initiative supports programs that address factors leading to or exposing youth to violent or criminal gang activity.

70. 71Five Ministries has previously applied for, and been awarded, Youth Community Investment Grants.

71. It received an award during the 2017-19 grant cycle, three grant awards during the 2019-21 grant cycle, and three more during the 2021-23 grant cycle.

72. 71Five Ministries had the top-rated application for the Youth Violence and Gang Prevention grant during the 2021-23 cycle.

73. Consistent with the terms of the grant program, 71Five Ministries has used these prior awards to provide direct support and assistance to youth, to purchase needed supplies and equipment, and to partially cover personnel and operating costs.

D. 2023-25 Grant Applications & Awards

74. When the 2023-25 grant cycle was announced, 71Five Ministries again applied for a Youth Promise grant and a Youth Violence and Gang Prevention grant. *See* 71Five’s Youth Promise Application, a true and correct copy attached as **Exhibit 7**; 71Five’s Youth Violence & Gang Prevention Application, a true and correct copy attached as **Exhibit 8**.

75. The “initial term” of these grants are two years “from July 1, 2023 to June 30, 2025, with potential options to renew as determined by [the Department].” Youth Community Investment Grants, Request for Grant Applications at 4, a true and correct copy attached as **Exhibit 9**.

76. 71Five’s Youth Promise application sought a grant to support its youth centers in West Medford.

77. The application explained that 47% of West Medford youth come from underrepresented ethnic groups, that youth in West Medford “have the highest poverty rates within the city,” and that “[o]ver 90% of West Medford youth participants have experienced multiple adverse childhood experiences (ACEs) including child abuse, victims of crime, domestic violence, drug/alcohol abuse in the home, and lack of support.” Ex. 7 at 9.

78. The application noted that 71Five Ministries has a proven track-record of success and explained that its youth centers help at-risk youth by providing them with free mentoring, education support, and recreational activities, among other things. Ex. 7 at 11.

79. The ministry's Youth Promise application requested a total award of \$220,000. Ex. 7 at 16.

80. Apart from seeking funding for its youth centers, \$80,000 of the requested \$220,000 was intended for two separate (and secular) nonprofit organizations, LIFE Art and Familia Unida, both of which "share a common interest in improving the emotional, social, and cognitive competencies of West Medford youth." Ex. 7 at 15–16, 18.

81. The application explained that 71Five Ministries provides those organizations with free space in one of its youth centers and that it could continue to do so if the requested grant were awarded. Ex. 7 at 15–16.

82. The ministry's Youth Violence and Gang Prevention application sought a grant to support 71Five Justice's "Break the Cycle" program, a program designed to serve youth with juvenile corrections and/or gang involvement, as well as youth who have committed and/or are victims of crime. Ex. 8 at 10.

83. The Youth Violence and Gang Prevention application explained that the "Break the Cycle" program "reaches youth while they are incarcerated" and "connect[s] them with positive relationships" by combining comprehensive mentoring and restorative group sessions with weekly mountain-bike rides, where trained staff and volunteers take youth on therapeutic rides that incorporate facilitated discussions, mentoring, and exercise. Ex. 8 at 12.

84. The Community Justice Department of Jackson County submitted a letter in support of 71Five's application, touting the ministry's "proven track record of effectively working with both community partners and youth." Ex. 8 at 23.

85. The Youth Violence and Gang Prevention application requested a total award of \$120,000. Ex. 8 at 17.

86. As with prior grants, the grants requested for the 2023-25 cycle would help provide direct support and assistance to youth, purchase needed supplies and equipment, and partially cover personnel and operating costs.

87. Consistent with the ministry's internal policy and practice, the requested grants would not be used to fund more than 80% of any given staff position.

88. Although 71Five Ministries had been awarded prior grants under the Youth Community Investment Grant Program, Defendants altered the 2023-25 grant terms and conditions to prohibit faith-based organizations from participating in the program if they prefer members of their own faith as employees and volunteers (the "New Rule").

89. The 2023-25 grant application required applicants for the first time to check a box certifying that they "do[] not discriminate in [their] employment practices, vendor selection, subcontracting, or service delivery with regard to . . . religion." Ex. 7 at 23; Ex. 8 at 26.

90. 71Five Ministries does not discriminate in any way in vendor selection, subcontracting, or service delivery, but it does prefer members of its own faith as employees and volunteers.

91. The New Rule was not included in prior grant cycles.

92. The New Rule also was not required by any statute or regulation but added at the discretion of Defendants.

93. Learning about the New Rule for the first time while filling out its 2023-25 applications, 71Five Ministries decided to check the box certifying that it does not "discriminate."

94. It did so for two reasons.

95. First, it had no other choice. A failure to check the box on the electronic-only application would have caused 71Five’s application to be “considered non-responsive,” meaning it would “not be considered further.” Ex. 9 at 13.

96. Second, as noted, 71Five Ministries does not discriminate in any way in vendor selection, subcontracting, or service delivery, and any distinctions it makes with respect to employment are legally protected.

97. 71Five Ministries serves people of all faiths and backgrounds and does not require attendance or participation in any religious activities as a condition to receiving services.

98. As a religious organization, it has the legally protected right to prefer members of its own faith as employees and volunteers. *See* U.S. Const. amend. I; *see also* 42 U.S.C. § 2000e-1(a) (religious exemption from Title VII); O.R.S. § 659A.006(4) (religious exemption from Oregon’s employment nondiscrimination law).

99. After 71Five Ministries submitted its applications, the Department notified the ministry in July 2023 that it had been selected to receive two, two-year grants totaling \$340,000—a \$220,000 Youth Promise grant and a \$120,000 Youth Violence and Gang Prevention grant.

100. The ministry also learned that it would receive an additional \$70,000 as a subgrantee to a grant awarded to another organization.

101. Out of 81 grant awards, 71Five Ministries was one of just five faith-based organizations selected.

102. The other four recipients that appear to be faith-based include (1) The Salvation Army, (2) YMCA of Columbia-Willamette, (3) Family Faith and Relationship Advocates, and (4) Lutheran Community Services Northwest.

103. Upon information and belief, however, none of these four organizations require their employees and volunteers to share their faith or religious beliefs like 71Five Ministries does.

104. As detailed below, Defendants ultimately stripped 71Five Ministries of its grant awards because of its religious character and exercise.

105. So no faith-based organization that prefers coreligionists in employment received a grant award for the 2023-25 grant cycle.

E. 71Five Ministries Stripped of its Grant Awards

106. In October 2023, about three months after the Department of Education first notified 71Five Ministries that it had been awarded grants for the 2023-25 grant cycle, a Department official unexpectedly emailed 71Five’s Executive Director and told him that the ministry was being disqualified because of its practice of only hiring employees and working with volunteers who share its religious beliefs. *See* Email Chain re: Youth 71Five Ministries Application for the Community Investment Grant Program, dated Oct. 9 to Dec. 22, 2023, a true and correct copy attached as **Exhibit 10**.

107. That email, which copied Defendant Brian Detman, stated that the 2023-25 grant application required 71Five Ministries to certify that it “does not discriminate in its employment practices . . . with regard to . . . religion.” Ex. 10 at 12–13.

108. Because 71Five Ministries “requires all staff and volunteers to affirm a ‘Statement of Faith’” and asks applicants to “discuss their ‘Church’ affiliation and attendance,” the email said the ministry did not meet the terms of the grant and thus was disqualified. Ex. 10 at 13–14.

109. 71Five Ministries’ Executive Director immediately responded by explaining that the ministry “does not discriminate in any way except as protected

by law” and noted that it was important to align staff and volunteers with the ministry’s religious purpose and mission. Ex. 10 at 11.

110. The ministry, he continued, has always “been clear on this point in [its] interactions with [Department] staff.” *Id.*

111. The Department official thanked him for providing that information and said he would be “in contact” with “any additional questions.” Ex. 10 at 10.

112. But the Department did not follow up until more than a month later, in November 2023. And even then, it simply confirmed that 71Five was being disqualified because of its religious practices: “Based on your response and the terms of employment for Youth 71Five Ministries, the Oregon Department of Education working th[r]ough the Youth Development Division has determined that your application did not meet minimum requirements.” Ex. 10 at 8–9.

113. The Department official reiterated that the Department would “not proceed” with the grants and said the decision was “final.” Ex. 10 at 9.

114. 71Five Ministries’ Executive Director again questioned the legality of the decision, asking the official to explain how the Department “is not discriminating against [it] as a protected religious organization” by requiring it to certify—as a condition to having its application processed and considered—that it does not consider religion when making employment decisions. Ex. 10 at 7.

115. While the Department official responded by saying “the original termination of the award stands,” he again asked for “patience” as he worked “on a more detailed, thoughtful, and meaningful response.” *Id.*

116. In December 2023, after a month of waiting for that promised response, 71Five Ministries contacted other Department officials within the Youth Development Division, including Defendant Bueker.

117. 71Five Ministries' Executive Director expressed "surprise and disappointment" at the decision to strip the ministry of the grant awards and sought confirmation of the Department's position. Ex. 10 at 3.

118. On December 15, 2023, Defendant Bueker confirmed that it was indeed "the decision of ODE/the state" to rescind 71Five Ministries' grant awards. Ex. 10 at 2.

119. The day before Defendant Bueker sent his confirmation email, Youth Development Division staff—including Defendants Detman and Bueker—acknowledged at a quarterly meeting of the Youth Development Council that it was rare for the Department to rescind a grant award.

120. At no point during the months-long back-and-forth did the Department ever provide any payments to 71Five Ministries under the promised grants.

121. Besides losing \$340,000 in Youth Community Investment Grants directly awarded to it, 71Five Ministries also lost the additional \$70,000 that it was set to receive as a subgrantee.

122. That is because Defendants determined that 71Five Ministries was "also ineligible to receive state funds as a subgrantee or subcontractor to another organization receiving state funds." Ex. 10 at 5.

123. Defendants' decision to strip 71Five Ministries of its grant awards was not justified by any statute or regulation and did nothing to further the purposes of the Youth Community Investment Grant Program.

124. In fact, 71Five Ministries had for years participated in the Youth Community Investment Grant Program with no problem or issue.

125. And Defendants may waive grant program rules and requirements for other reasons.

126. For example, if the Department receives only one grant application, it can “dispense with the evaluation process” and immediately “proceed with Grant negotiations and award.” Ex. 9 at 22.

127. Defendants also allow grant applicants to “negotiate some provisions of the final Grant” and give themselves unfettered discretion by not specifying which “terms and conditions” may be “reserved for negotiation.” Ex. 9 at 23.

128. Defendants therefore have discretion to create exceptions from grant terms and conditions, including the New Rule.

129. Defendants’ refusal to accommodate 71Five Ministries was both unconstitutional and unnecessary.

130. Besides participating in the Youth Community Investment Grant Program in prior years, 71Five Ministries has successfully participated in other government grant programs without being forced to give up its constitutionally protected practice of only hiring employees and working with volunteers who share its religious beliefs and mission.

131. The City of Medford, for instance, just awarded 71Five Ministries a grant in January 2024 to support the ministry’s VoTech program despite being aware of the ministry’s religious hiring practices.

132. Reasonable government officials in Defendants’ shoes would have known that their actions violated 71Five Ministries’ constitutional rights because the ministry’s constitutional rights were clearly established at the time of the violation, especially in light of the U.S. Supreme Court’s decisions in *Trinity Lutheran Church of Columbia, Inc. v. Comer*, 582 U.S. 449 (2017), *Espinoza v. Montana Department of Revenue*, 140 S. Ct. 2246 (2020), and *Carson v. Makin*, 596 U.S. 767 (2022), as well as the Supreme Court’s decisions in *Hosanna-Tabor Evangelical Lutheran Church & School v. E.E.O.C.*, 565 U.S. 171 (2012), and *Our Lady of Guadalupe School v. Morrissey-Berru*, 140 S. Ct. 2049 (2020).

133. No matter what Defendants say, being religious cannot disqualify someone from helping those in need.

F. 71Five Ministries is Suffering Irreparable Harm

134. 71Five Ministries satisfies all other terms and conditions for participating in the Youth Community Investment Grant Program, as well as other similar grant programs offered by the Department.

135. 71Five Ministries has for years participated in grant programs administered by the Department, including the Youth Community Investment, and it intends to apply for and participate in future grant programs should Defendants be enjoined from enforcing the New Rule against the ministry or from otherwise conditioning participation on the ministry giving up its religious practice of hiring only employees and working with volunteers who share its faith.

136. Without an injunction, Defendants can continue to withhold the Youth Community Investment Grants promised to 71Five Ministries—and continue to exclude the ministry from participating in other government benefit programs—because of the ministry’s religious character and exercise.

137. Defendants have adopted an unconstitutional policy, practice, or procedure to not partner with religious organizations like 71Five Ministries that only hire employees and/or work with volunteers who share their faith.

138. By forcing 71Five Ministries to choose between exercising its constitutionally protected rights and participating in an otherwise available government benefit program like everyone else, Defendants cause irreparable harm.

139. Defendants’ actions—including the New Rule—have put 71Five Ministries to the unconstitutional choice of choosing between its religious character and exercise and participating in an otherwise available government benefit program.

140. Every day 71Five Ministries is excluded by Defendants from participating in otherwise available government benefit programs, including the Youth Community Investment Grant Program, because of its religious character and exercise is another day its constitutional rights are being violated.

141. This daily deprivation of 71Five Ministries' constitutional rights "unquestionably" causes "irreparable injury." *Riley's Am. Heritage Farms v. Elsasser*, 32 F.4th 707, 731 (9th Cir. 2022) (cleaned up).

142. 71Five Ministries has no adequate remedy at law for the ongoing and prospective violations of its constitutional rights and thus will continue to suffer irreparable harm without an injunction.

143. While 71Five Ministries is entitled to monetary damages for the past, completed constitutional violations, such damages cannot remedy the ongoing and prospective constitutional violations.

144. Nor can monetary damages account for the lost ministry opportunities caused by Defendants' unconstitutional actions and policy.

CLAIMS FOR RELIEF

COUNT I

Violation of the First Amendment—Free Exercise Clause Exclusion from Otherwise Available Government Benefits (42 U.S.C. § 1983)

145. Plaintiff incorporates by reference paragraphs 1–144.

146. Defendants cannot disqualify otherwise eligible religious organizations from participation in otherwise available government benefit programs, including the Youth Community Investment Grant Program, "solely because of their religious character," *Trinity Lutheran*, 582 U.S. at 462, or "on the basis of their religious exercise," *Carson*, 596 U.S. at 789.

147. This is true “[r]egardless of how the benefit and restriction are described.” *Carson*, 596 U.S. at 789.

148. Yet the New Rule and Defendants’ actions exclude 71Five Ministries from participating in otherwise available government benefit programs precisely because of the ministry’s religious character and exercise.

149. Through the New Rule, Defendants require 71Five Ministries and other religious organizations to forfeit their right to hire employees and work with volunteers who share their religious beliefs and mission as a condition to participating in otherwise available government benefit programs, including the Youth Community Investment Grant Program.

150. The New Rule and Defendants’ actions therefore trigger strict scrutiny.

151. But the New Rule and Defendants’ actions do not serve a compelling governmental interest and are not narrowly tailored to achieve any purported compelling interest, and thus violate the Free Exercise Clause of the First Amendment.

COUNT II
Violation of the First Amendment—Religion Clauses
Church Autonomy and the Ministerial Exception
(42 U.S.C. § 1983)

152. Plaintiff incorporates by reference paragraphs 1–144.

153. The Religion Clauses of the First Amendment protect the right of religious institutions “to decide for themselves, free from state interference, matters of church government as well as those of faith and doctrine.” *Kedroff v. St. Nicholas Cathedral of Russian Orthodox Church in N. Am.*, 344 U.S. 94, 116 (1952).

154. This right to religious (or “church”) autonomy safeguards a religious organization’s decision about which employees and volunteers are best suited to further its religious mission and purpose.

155. The ministerial exception is one component of this autonomy and “ensures that the authority to select and control who will minister to the faithful . . . is the church’s alone.” *Hosanna-Tabor*, 565 U.S. at 194–95.

156. The ministerial exception forbids the government from interfering with 71Five Ministries’ employment decisions about its “ministerial” employees.

157. Defendants cannot second-guess the ministry’s decisions about its ministerial employees (whatever the reason), nor can they penalize the ministry for those decisions by withholding otherwise available government benefits. *See Our Lady of Guadalupe*, 140 S. Ct. at 2060.

158. Most of 71Five Ministries’ employees qualify as “ministerial” employees under Supreme Court precedent because they must mentor youth from a Christian perspective and teach others—through word and deed—about Jesus Christ. In other words, they are ministerial employees because they are responsible for “transmitting the [Christian] faith to the next generation.” *Our Lady of Guadalupe*, 140 S. Ct. at 2063 (quoting *Hosanna-Tabor*, 565 U.S. at 192).

159. To the extent that any of 71Five Ministries’ employees do not qualify as “ministerial” employees, the First Amendment still protects the ministry’s ability to prefer coreligionists for those positions because that preference is rooted in the ministry’s religious beliefs and practices. *See, e.g., Bryce v. Episcopal Church in the Diocese of Colo.*, 289 F.3d 648, 660 (10th Cir. 2002) (religious institution has right to make “personnel decision[s] based on religious doctrine” even when the decision does not involve a ministerial employee).

160. In addition to protecting its employment decisions, the First Amendment also protects 71Five Ministries’ right to associate only with volunteers who share its religious beliefs and mission.

161. Defendants’ actions—including the New Rule—force 71Five Ministries and other religious organizations to give up their right to hire employees and work with volunteers who share their faith.

162. Defendants’ actions—including the New Rule—therefore violate the First Amendment right to religious autonomy and are per se unconstitutional.

COUNT III
Violation of the First Amendment—Free Exercise Clause
Not Neutral and Generally Applicable
(42 U.S.C. § 1983)

163. Plaintiff incorporates by reference paragraphs 1–144.

164. 71Five Ministries’ sincerely held religious beliefs guide and permeate everything it does, including its decision to only hire employees and work with volunteers who share its religious beliefs and mission.

165. Requiring 71Five Ministries to give up its religious practice of hiring employees and working with volunteers who share its faith as a condition to participating in an otherwise available government benefit program substantially burdens the ministry’s religious exercise.

166. Defendants’ actions—including the New Rule—are not neutral and generally applicable.

167. The practical “effect” of the New Rule and Defendants’ actions is to exclude only those organizations with religious beliefs and practices like 71Five Ministries’. *See Church of the Lukumi Babalu Aye, Inc. v. City of Hialeah*, 508 U.S. 520, 535 (1993) (the “effect” of the challenged law “in its real operation is strong evidence of its object”).

168. 71Five Ministries sincerely believes that having an effective Christian ministry depends on having staff and volunteers who share the ministry’s religious beliefs and mission.

169. Yet the State excludes 71Five Ministries from otherwise available government benefit programs, including the Youth Community Investment Grant Program, because of this religious belief and instead prefers other religious organizations with different beliefs.

170. This preference for some religious beliefs over others is not neutral.

171. Defendants also have retained discretion to create exceptions from the relevant grant terms and conditions, including the New Rule, and have in fact done so. This constitutes “a system of individual exemptions,” triggering strict scrutiny. *Fulton v. City of Phila.*, 593 U.S. 522, 534 (2021) (cleaned up).

172. The New Rule also is not generally applicable because it has not been applied or enforced consistently.

173. As noted, 71Five Ministries previously participated in the Youth Community Investment Grant Program without being asked to give up its religious character and exercise.

174. And other government benefit programs provided by the state of Oregon do not require religious organizations to give up their religious character and exercise as a condition to participation.

175. Because the New Rule and Defendants’ actions are not neutral and generally applicable, strict scrutiny applies.

176. But the New Rule and Defendants’ actions do not serve a compelling governmental interest and are not narrowly tailored to achieve any purported compelling interest.

COUNT IV
Violation of the First Amendment—Free Speech Clause
Expressive Association
(42 U.S.C. § 1983)

177. Plaintiff incorporates by reference paragraphs 1–144.

178. The First Amendment protects the right of people “to associate with others in pursuit of . . . educational [and] religious . . . ends.” *Boy Scouts of Am. v. Dale*, 530 U.S. 640, 647 (2000) (cleaned up).

179. When an association expresses a collective message, the First Amendment prohibits the government from forcing the association to admit those who disagree with its message, seek to change that message, or express a contrary view.

180. 71Five Ministries employs and associates with only likeminded believers to fulfill its religious purposes and to express its religious beliefs to youth, staff, and the public.

181. The New Rule and Defendants’ actions, however, force 71Five Ministries to give up its right to hire employees and work with volunteers who share its faith as a condition to participating in an otherwise available government benefit program.

182. This unconstitutionally forces the ministry to expressively associate with people who do not hold the same religious views and who, therefore, cannot express the same message.

183. The New Rule and Defendants’ actions trigger strict scrutiny, but they do not serve any compelling or even valid interest in a narrowly tailored way.

PRAYER FOR RELIEF

Wherefore, Plaintiff requests that the Court:

- A. Declare that Defendants' decision to rescind 71Five Ministries' grant awards because it only hires employees and works with volunteers who share its faith violated the First Amendment.
- B. Declare that the New Rule, as applied to 71Five Ministries' religious practice of only hiring employees and working with volunteers who share its faith, violates the First Amendment.
- C. Enter preliminary and permanent injunctive relief:
 - (i) Reinstating the 2023-25 Youth Community Investment Grants previously awarded to 71Five Ministries;
 - (ii) Enjoining Defendants from requiring 71Five Ministries to agree with or abide by the New Rule—or any similar nondiscrimination requirement—as a condition to participating in an otherwise available government benefit program like the Youth Community Investment Grant Program, to the extent that the New Rule or requirement would prohibit 71Five Ministries from preferring employees and volunteers who share its faith; and
 - (iii) Enjoining Defendants from terminating, rescinding, or refusing to enter into any future contracts or agreements with 71Five Ministries related to otherwise available government benefit programs like the Youth Community Investment Grant Program, because of 71Five Ministries' religious character or exercise, including its religious exercise of only hiring employees and working with volunteers who share its faith.
- D. Award compensatory and nominal damages for the past and ongoing constitutional violations.
- E. Award Plaintiff reasonable costs and attorneys' fees.
- F. Award any other relief this Court deems equitable, just, and proper.

Dated: March 4, 2024

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VERIFICATION OF COMPLAINT

I, Bud Amundsen, a citizen of the United States and a resident of Oregon, declare under penalty of perjury under 28 U.S.C. § 1746 that the foregoing Verified Complaint and the factual allegations contained therein are true and correct to the best of my knowledge.

Executed on March 4, 2024, in Medford, Oregon.



Bud Amundsen
Executive Director