

experiencing homelessness as a central tenet of its members' religious faith, and the Reverend Carl Mazza, by and through counsel, and for their Complaint state as follows:

NATURE OF THE ACTION

1. This suit seeks relief from the Defendants' clear and purposeful deprivation of the Plaintiffs' right to freedom of religion. In this action, Plaintiffs Meeting Ground and Reverend Carl Mazza – a ministry for persons experiencing homelessness and its pastor – allege that the land use and zoning laws of the Town of Elkton, as applied by the town's Board of Zoning Appeals, violate the Religious Land Use and Institutionalized Persons Act of 2000 and the First and Fourteenth Amendments to the United States Constitution by depriving Plaintiffs of the ability to use property acquired for the religious exercise of the Meeting Ground's members, volunteers, and employees. Plaintiffs allege that the Board of Zoning Appeals (the "Board") and the Town of Elkton (the "Town" or "Elkton"), through the Board, an instrumentality of the Town, substantially burdens their religious exercise through its denial of Meeting Ground's initial zoning application and subsequent application for a special exception under the Town's land use and zoning laws (collectively, the "Ordinance"), and that Defendants have failed to treat Meeting Ground, a religious organization, on equal terms with similarly-situated non-religious organizations.

2. By denying Plaintiffs the ability to use the property as a resource center for persons experiencing homelessness, the Defendants are preventing the Plaintiffs from ministering and providing service to those individuals, which is central to Meeting Ground's religious vision, purpose, and function.

3. Plaintiffs seek injunctive, declaratory, and compensatory relief under RLUIPA and the United States Constitution for their injuries suffered as a result of Defendants' unlawful conduct.

JURISDICTION AND VENUE

4. This Court has jurisdiction over all federal claims in the Complaint as arising under the United States Constitution and an Act of Congress pursuant to 28 U.S.C. §§1331 and 1343(a)(3) & (a)(4).

5. Venue lies in the Northern Division of the District of Maryland pursuant to 28 U.S.C. § 1391. Plaintiffs and all Defendants are located in this District. All events giving rise to this action occurred in this District.

PARTIES

Plaintiffs

6. Plaintiff Meeting Ground is a non-profit, religious corporation incorporated under the laws of Maryland.

7. Plaintiff Reverend Carl Mazza is the founder and Director of Meeting Ground, and a minister member of the New Castle Presbytery of the Presbyterian Church (U.S.A.).

Defendants

8. Defendant Town of Elkton is a municipality created and existing by virtue of the laws of the State of Maryland and is empowered to act through its governing body, officials, employees, and official bodies. The Town is empowered by the State of Maryland and Cecil County to regulate and restrict the use of land and structures within the Town's borders.

9. Defendant Board of Zoning Appeals for the Town of Elkton is delegated by the Town of Elkton the power to grant appeals of zoning decisions by the Zoning Administrator and to grant applications for special exceptions under the Ordinance.

10. J. Craig Trostle, Jr. is the Zoning Administrator for the Town of Elkton. He is being sued in his official capacity only.

STATEMENT OF FACTS

Meeting Ground

11. Meeting Ground is a Maryland non-profit religious corporation with IRS tax-exempt 501(c)(3) status. It is a mission cause of New Castle Presbytery (the “Presbytery”), Presbyterian Church (U.S.A.) (the “Church”), which is a recognition of the Church’s approval of the organization and its activities as a valid ministry by the local presbytery. This status also permits Meeting Ground to receive support, volunteers, and funding from the Church, and to serve as a valid calling for pastoral ministry.

12. Reverend Carl Mazza, a reverend in the Church, is the founder and Director of Meeting Ground. He has been an ordained Presbyterian minister for 30 years, and is in good standing as a Minister member of the Presbytery. He has served on numerous committees and boards of the Church, and currently serves on the Speer Trust Commission, which oversees a mission funding budget of \$18 million for the Presbytery. Reverend Mazza has served as the Pastor of six churches, including five years as Pastor of First Presbyterian Church in Chesapeake City, Maryland, which, like the Town, is located in Cecil County. Reverend Mazza is also currently a candidate – as a result of unanimous nomination by the New Castle Presbytery – for moderator of the 218th General Assembly of the Presbyterian Church (U.S.A.), the highest office in the Church.

13. Meeting Ground first came into existence in 1981 as The Meeting Ground, Inc., a non-stock corporation under Maryland law, operating primarily in Maryland and Delaware as a faith-based initiative with an emphasis on ministering to and aiding persons experiencing homelessness.

14. In 1988, The Meeting Ground, Inc., converted to Meeting Ground, a religious corporation under Maryland law, with the following mission statement:

Meeting Ground is a religious community and partnership whose members share a common practical desire: to love God and our neighbor and to help others live by this rule. In our community life we seek to bring rich and poor together in the unity of our common creation. Our work is with and among the poor, homeless, the sick, and any who are outcast, living on the margins of society, or those who seek a refuge or a home. We follow the ideals of the Gospels and the person and work of Jesus Christ and his followers.

15. Since its inception, Meeting Ground members and volunteers have exercised their Christian faith by ministering to and serving persons experiencing homelessness.

16. The Bible book of James, for example, instructs believers to take action: “But be ye doers of the Word, and not hearers only, deceiving your own selves.” James 1:22. James further instructs that to merely care for a needy person in the abstract without any effective effort to address the person’s problems does nothing: “If a brother or sister be naked, and destitute of daily food, and one of you say unto them, Depart in peace, be ye warmed and filled; notwithstanding ye give them not those things which are needful to the body; what doth it profit? Even so faith, if it hath not works, is dead, being alone.” James 2:15-17. The Bible book of Matthew brings believers to the same cause:

Then he will say to those on his left, ‘Depart from me, you who are cursed, into the eternal fire prepared for the devil and his angels. For I was hungry and you gave me nothing to eat, I was thirsty and you gave me nothing to drink, I was a stranger and you did not invite me in, I needed clothes and you did not clothe me, I was sick and in prison and you did not look after me.’

They also will answer, ‘Lord, when did we see you hungry or thirsty or a stranger or needing clothes or sick or in prison, and did not help you?’

He will reply, ‘I tell you the truth, whatever you did not do for one of the least of these, you did not do for me.’

Matthew 25:31-45. According to the instruction of the Bible, in order to properly exercise their faith, members of the Meeting Ground must take action.

17. Meeting Ground organizes and hosts volunteer mission work for churches around the country to come to the Town and work on behalf of persons experiencing homelessness. These volunteers build housing for and buildings for the distribution of clothing and household goods, as well as spaces for fellowship, study, and worship. The volunteers also learn about and practice ministering to and assisting persons experiencing homeless by actively providing food, instruction, and other services to homeless individuals in the Elkton area.

18. Meeting Ground has published many articles, for example, in its newsletter publication *Loaves and Fishes*, articulating its members' religious calling to minister to and provide for persons experiencing homelessness in a meaningful and physical way, and emphasizing how failing to attend to the calling is a frustration of their faith.

19. In exercising its religious beliefs, Meeting Ground provides on an annual basis over 30,000 bed-nights of emergency and transitional housing, as well as over 45,000 meals, to persons experiencing homelessness in the Town and Cecil County. Meeting Ground currently ministers through several programs for persons experiencing homelessness in the greater Elkton area, providing prayer and support as well as emergency and transitional housing.

20. Meeting Ground, either directly or in conjunction with area churches and charitable groups, oversees and manages a number of facilities in the Town and surrounding areas to meet the spiritual and physical needs of persons experiencing homelessness.

21. Clairvaux Farm is a 20-acre residential facility operated by Meeting Ground and featuring accommodations for up to 35 people, as well as a chapel, residential buildings for families with children and for both women and men, a dining hall, community building, pavilion, offices, and barns.

22. Wayfarers' House is a large nine-bedroom house, centrally located in the Town, that Meeting Ground uses to provide aid to up to 16 women and their children. The

intake for women and families into most of Meeting Ground's transition house programs occurs at Wayfarers' House.

23. Settlement House, also known as the Men's Shelter of Cecil County, is a location that Meeting Ground uses as an emergency and transitional residence for up to 16 men, located in the Town. Settlement House, like the property at issue in this case, is located in the C-1 Zone.

24. George Porter House is a large duplex transitional house that Meeting Ground uses to provide shelter for up to eight persons.

25. In addition, from November through March each year, Meeting Ground works with other community churches to provide a 20-bed shelter that rotates among Cecil County churches.

26. Each of these programs is a direct extension and exercise of the religious beliefs of Meeting Ground and its members, whose dedication to caring for and assisting persons experiencing homelessness is a central tenet of their religious faith.

27. In spite of the success the Meeting Ground has achieved in ministering to and assisting those experiencing homelessness, the above-mentioned homes are all lacking in that they are primarily designed and operated to serve as transitional housing. Thus, they may remain occupied for quite some time and be unavailable for daily use. On average, an individual or family experiencing homelessness may stay at any of the above-mentioned homes for approximately 62 days. There is, however, no mandatory maximum stay time; some residents have stayed for a year or more.

28. In 2006, Meeting Ground recognized that there is a population that Meeting Ground's existing ministry was not reaching, i.e., the population that needs aid on a "daytime" basis as opposed to needs for overnight shelter. Such needs include, for example, access to

showers, internet access, telephone access, reliable guidance, etc., for persons experiencing homelessness and living in abandoned cars, in the woods, or elsewhere that are attempting to transition back into society. Furthermore, by operating a daytime shelter, Meeting Ground would be better able to coordinate with the social services primarily available during daytime business hours.

29. Meeting Ground sought to expand its ministry to reach this “daytime” population through the acquisition of property for a day shelter at which they could provide spiritual guidance and physical aid for persons experiencing homelessness who were not being reached or serviced by the transitional housing shelters.

The Mary Randall Empowerment Center

30. Meeting Ground acquired a property located at 401 North Street, Elkton, MD 21921. Meeting Ground purchased the property with the goal of establishing the Mary Randall Empowerment Center (the “Center”), in cooperation with a number of other churches and local social organizations in the Cecil County community.

31. Unlike Meeting Ground’s other properties, which serve primarily as emergency and transitional nighttime shelters, the Center is designed to meet a wide range of religious and social needs of the area’s residents during the day.

32. The property’s location was central to Meeting Ground’s selection of this particular property for purchase. A number of important community and social services are within just two blocks of the proposed Center, including the County Health Department, the Social Services Center for Domestic Violence, the Union Hospital, the Department of Social Services, the Elkton Police Station and the Cecil County Community College. Several of these services actively support the Center and its mission, and some intend to provide catered aid.

33. Close proximity of the above-mentioned services to the Center is crucial to the Meeting Ground's ministry. Most persons experiencing homelessness do not own functional vehicles or are unable to use or afford public transportation. Being located within walking distance of so many important facilities is therefore critical.

34. At the Center, Meeting Ground intends to provide ministries and services including Bible studies, prayer/worship sessions, and various workshop sessions providing spiritual, financial, educational, and physical health guidance. In addition, the Center will offer basic services like access to toilets and showers, a community kitchen, use of laundry facilities, use of telephones, use of computers with internet access, temporary lockers, and emergency mailing addresses. Currently, there is no comparable facility for persons experiencing homelessness in the Town or anywhere in Cecil County.

35. The location of the Center is classified as a C-1 Zone in the arts district of Elkton. Each proposed use of the Center is permitted in the C-1 Zone under the Town of Elkton Zoning Ordinance ("the Ordinance") if evaluated individually as a secular commercial endeavor. Churches are also permissible in the C-1 Zone and do not require a special exception. In addition, the C-1 Zone is the only zone which allows homeless shelters, albeit with special exception. Because churches, as well as all of the Center's individual proposed uses are permissible in the C-1 Zone, and because the Center would not operate as an overnight shelter, at the time of the purchase Meeting Ground believed that the Center would be able to obtain a zoning permit.

Procedural Background

36. At some time on or around August 6, 2007, Defendant J. Craig Trostle, Jr., Zoning Administrator for the Town of Elkton, met with Meeting Ground to discuss its proposed uses for the property. After discussing Meeting Ground's program plans for the Center at length,

the Zoning Administrator decided that the proposed uses of the building most closely fit under Section 5.400 of the Ordinance, which governs “Social, fraternal clubs and lodges, union halls and similar uses.” This section of the Ordinance also refers to Article XII, §41, which adds “Philanthropic Institutions” to the list of covered social and fraternal clubs and lodges. If a property is classified under §5.400, its owner must apply for and receive a Special Exception in order to obtain a zoning permit.

37. By letter, Counsel for Meeting Ground requested the Zoning Administrator to reconsider his decision and to confirm that all of the proposed uses are permitted within the C-1 Zone without Special Exception or conditions, or alternatively, that he specify which of the proposed uses are not permitted in the zone without benefit of a Special Exception. The Zoning Administrator responded by reiterating the opinion that Meeting Ground’s proposed uses of the property are philanthropic and therefore require a Special Exception under the Ordinance.

38. Meeting Ground appealed the Zoning Administrator’s decision to the Board, which heard the case on October 7, 2007.

39. Five exhibits were presented to the Board, including letters from New Castle Presbytery stating that Meeting Ground is an approved mission, and voicing support for Meeting Ground’s mission, stating in part: “We are deeply committed to the work of Rev. Mazza, a minister member of New Castle Presbytery, and his outreach to the homeless and working poor of Cecil County.... The outreach of Meeting Ground addresses the crises of the poor through a ministry of prayer, ‘presence’ and personal renewal. When often the policies and pronouncements to cure human ills fail, Christian love and understanding prevails. This work falls into the arena of faith.”

40. At the hearing, both Reverend Mazza and Ms. Tyra Parker, who would serve as director of the Center, testified before the Board about the religious nature of the Center.

Explaining her work with Meeting Ground generally and the Center specifically, Ms. Parker testified that “I gave my life to Jesus 10 years ago. That’s why I started working with the homeless, and why I’ve been on the mission field. That’s why I don’t work in Social Services.” (TR 21).

41. Board member Donald Williams acknowledged that “a church would have every right to build a building there and worship there. Like any other normal church would.” (TR 23). Mr. Williams asserted that the issue before the Board was whether the Center was a “church” or a secular “empowerment center.” The Board members subsequently questioned Ms. Parker as to whether the Center is a church, in light of the range of services the Center would provide and its name, the “Mary Randall Empowerment Center.”

42. Ms. Parker responded that the Center is indeed a church and that she believed that her mission work with the Center was called by God. (TR. 26). She also pointed out, regarding the name: “If I need to put the word ‘the church’ at the end, that’s fine. I think this is a Biblical service. I could build all kinds of walls and call myself a ‘church,’ but the purpose of the church is to serve the poor and lead people to the gospel. I believe we fulfill that role.” (TR 26-27).

43. In response, Board member Mr. Olewine acknowledged that “[c]hurches can serve the same function as what you are doing. Churches can have homeless shelters rotating, churches feed people, they can have showers. They can have as part of their mission to serve the community.” (TR 27). He stated, however, that the proposed activities of the Center indicated it was not a church: “You are saying we want it to be a restaurant; we want it to be an educational facility.” (TR 28).

44. Counsel for Meeting Ground responded: “All of these uses are permitted by other facilities in the zone. And to say that this religious institution cannot do that, is a violation of the church’s rights.” (TR 28).

45. Following Ms. Parker, Rev. Carl Mazza, Director of Meeting Ground, testified: “What we do at Meeting Ground is a ministry. It’s a church. It’s the work of the church. We would call ourself a ‘church’ if it’s easier. Mary Randall Center is a church. I am a minister. I’m going to pastor there.” (TR 37).

46. After the Board pointed out that the dictionary defines “philanthropic” as “goodwill to fellowman,” Rev. Mazza responded: “Yes, but we are doing it as a church. We have a very strong religious motivation, commitment. Also we are teaching the Bible. We are doing service. We are having prayer. That’s not philanthropic. That’s religious. We wouldn’t do it otherwise.” (TR 39).

47. Board Member Mr. Williams pressed the matter further and seemingly summarized the Board’s thinking in a single question: “But you *could* interpret what you are doing also as philanthropic.” (emphasis added) (TR 42). This question emphasizes that the Board members frequently returned to the characterization of the Center’s work as philanthropic, despite recognizing that Meeting Ground is a religious organization, motivated by the religious faith of its members, and that area churches performed similar services under the scope of their activities as a church.

48. In issuing its opinion, the Board made no finding of fact as to whether Meeting Ground is a church or whether the Center would be a church. Instead, the Board relied upon the Webster’s Revised Unabridged Dictionary definition of “philanthropic,” and found that “the proposed uses do constitute a philanthropic use.... The Board finds that in determining that

this use is philanthropic, the Board determines that this use does require that the Applicant obtain a special exception in accordance with the requirements of the Zoning Ordinance.”

49. The Board repeatedly questioned whether the Center is a church, even though Board Members acknowledged that “a church would have every right to build a building there and worship there,” (TR 23), and that “[c]hurches have homeless shelters rotating, churches feed people, they can have showers. They can have as part of their mission to serve the community.” (TR27). The Board also made note of the dictionary definition of “church.” Board Member Donald Williams acknowledged the religious nature of Meeting Ground: “The town looks at this on an individual basis, not just because you’re a religious organization.” (TR 57). Ultimately, however, the Board did not follow up with any analysis on this point, and did not render any decision on whether the Center is a church, rightfully permissible in a C-1 Zone under the Ordinance.

50. Plaintiffs maintain that the Board’s ruling was in error and reflected the Board’s deliberate and predetermined intention to classify the work proposed by Meeting Ground at the Center as philanthropic, *i.e.* secular, in nature, thus permitting the Board to deny the initial application.

51. In a letter from Reverend Mazza to Mr. Trostle, the Zoning Officer for the Town, following the denial of Meeting Ground’s initial application, Reverend Mazza reiterated the religious nature of the organization’s work, stating that Meeting Ground intended to perform its “functions as a religious community, consistent with our corporate articles, and not as philanthropists.” Nonetheless, Meeting Ground, pursuant to a letter from Brenda A. Sexton, an attorney representing the Zoning Administrator, stating the position of the Zoning Administrator that a Special Exception was necessary for the proposed uses of the property, filed an application for a Special Exception under the Ordinance with the Board.

52. The Board held a hearing on Meeting Ground's application on Thursday, May 22, 2008. At the hearing, Reverend Mazza reiterated his belief that Meeting Ground was entitled to use the property for the proposed activities because Meeting Ground's work was that of a church and was not properly characterized as philanthropic. He further stated that Meeting Ground intended to use the property as its principal place of worship.

53. The Board unanimously denied the application for a Special Exception, even though several philanthropic organizations are located within the C-1 Zone, including Youth Services, American Assistance, the American Legion, and the Cecil County Men's Shelter. The Board maintained its objection to Meeting Ground's application even in the face of an offer by Reverend Mazza to restrict the activities occurring at the property to activities understood by the Board to be those of a church. In effect, the Board denied Meeting Ground the ability to use the property for any of its intended purposes.

54. As a result of the proceedings thus far, Meeting Ground is forced to conclude that in the Town, an entity charging money for the services that Meeting Ground intends to provide at the Center may operate in a C-1 Zone, but Meeting Ground, a religious corporation, and its members cannot perform those services as an exercise of their religious faith; that other "normal" churches currently in the C-1 Zone may engage in "goodwill toward fellowman" and this will not be seen as secular philanthropy, but if Meeting Ground does so the same actions are viewed as secular philanthropy instead of the religious activity of a church-based religious organization.

55. Furthermore, due to the Board's actions, Meeting Ground has been unable to use the property that it purchased in August 2007 for any purpose. As a result, its funding for the Center is in grave jeopardy, as it cannot estimate when it will be able to commence its activities at the property. This delay is also resulting in a loss of momentum and good will amongst

supporters of the Center, who are increasingly discouraged by the Board's unwillingness to provide Meeting Ground with any appropriate recourse.

56. As a result of the proceedings thus far, Meeting Ground is unable to exercise its religion through ministering to and serving persons experiencing homelessness who have needs beyond those currently provided.

Legal Violations

57. The denial of Meeting Ground's zoning permit, including both its initial application and its application for a Special Exception, places a substantial burden on Plaintiffs' religious exercise, their ability to worship, and the practice of their faith, which in large part is and always has been reflected in their religious calling to serve the poor and persons experiencing homelessness.

58. There is no compelling governmental interest justifying the Board's denial of Meeting Ground's zoning applications.

59. Even if the denials of Meeting Ground's zoning applications serve a compelling governmental interest, those denials are not the least restrictive means of furthering that interest.

60. The Board's treatment of the Plaintiffs is less than equal to the treatment of nonreligious institutions, as the Board admitted that if the proposed uses were considered individually and were commercial, they would be permissible without exception.

COUNT I

Violation of the Religious Land Use and Institutionalized Persons Act of 2000 Substantial Burden on Religious Exercise (42 U.S.C. § 2000cc *et seq.*)

61. Each of the preceding paragraphs is incorporated by reference as if set forth fully herein.

62. Defendants have deprived and continue to deprive Plaintiffs of their right to the free exercise of religion, as secured by the Religious Land Use and Institutionalized Persons Act (“RLUIPA”), by imposing and implementing a land use regulation that places a substantial burden on the Plaintiffs’ religious exercise.

63. In addition to the deprivation of their rights under RLUIPA and the irreparable harm inflicted by the Defendants’ interference with Plaintiffs’ practice of their faith, this deprivation has also resulted in financial injuries to Plaintiffs, including, but not limited to, the cost of the property that Plaintiffs are currently unable to use and grant money that Plaintiffs would have received but for the denial of the zoning permits. The full scope of damages will be proven at trial.

COUNT II

Violation of the Religious Land Use and Institutionalized Persons Act of 2000 Non-Equal Terms (42 U.S.C. § 2000cc *et seq.*)

64. Each of the preceding paragraphs is incorporated by reference as if set forth fully herein.

65. Defendants, through their application of the Ordinance, have implemented a land use regulation in a manner that treats Meeting Ground, a religious assembly, on less than equal terms with other nonreligious assemblies or institutions in the community.

66. In addition to the deprivation of their rights under RLUIPA and the irreparable harm inflicted by the Defendants’ interference with Plaintiffs’ practice of their faith, the Defendants’ conduct has also resulted in financial injuries to the Plaintiffs, including, but not limited to, the cost of the property that Plaintiffs are currently unable to use and grant money that Plaintiffs would have received but for the denial of the zoning permits. The full scope of damages will be proven at trial.

COUNT III

Violation of the United States Constitution Free Exercise of Religion: First and Fourteenth Amendments (42 U.S.C. § 1983)

67. Each of the preceding paragraphs is incorporated by reference as if set forth fully herein.

68. Defendants have deprived and continue to deprive Plaintiffs of their free exercise of religion, as secured by the First Amendment to the United States Constitution and made applicable to the States by the Fourteenth Amendment, by substantially burdening their ability to freely exercise their religious faith.

69. Defendants have failed to establish a compelling governmental interest justifying their substantial burden on the Plaintiffs' religious exercise.

70. Even if the Defendants can establish a compelling governmental interest, their actions do not reflect the least restrictive means of achieving that interest.

71. In addition to the deprivation of their rights under the First and Fourteenth Amendments to the U.S. Constitution and the irreparable harm inflicted by the Defendants' interference with Plaintiffs' practice of their faith, Defendants' conduct has also resulted in financial injuries to Plaintiffs, including, but not limited to, the cost of the property that Plaintiffs are currently unable to use and grant money that Plaintiffs would have received but for the denial of the zoning permits. The full scope of damages will be proven at trial.

REQUEST FOR RELIEF

WHEREFORE, Plaintiffs respectfully request that this Court enter judgment in favor of Plaintiffs and grant the following relief:

- A. DECLARE, pursuant to 28 U.S.C. §§2201-02, that the Town of Elkton's Zoning Ordinance, as applied by Defendants to Meeting Ground is void, invalid, and unconstitutional as violating the Free Exercise protections of the

First Amendment to the United States Constitution, as incorporated against the instrumentalities of the state government through the Fourteenth Amendment to the United States Constitution, and the Religious Land Use and Institutionalized Persons Act of 2000;

- B. PRELIMINARILY AND PERMANENTLY ENJOIN Defendants, their officers, agents, employees, and attorneys from enforcing or endeavoring to enforce the Town of Elkton Zoning Ordinance in such a manner that would impose a substantial burden on the religious exercise of the Plaintiffs or treat Plaintiffs' use of their property on less than equal terms with secular organizations, and permitting Plaintiffs to use the property for the purposes described herein;
- C. AWARD compensatory damages against Defendants in favor of Plaintiffs as the Court deems just for the loss of Plaintiff's free exercise of religion as guaranteed by the Constitution and RLUIPA, and expenses incurred by Plaintiffs and caused by the Defendants' actions;
- D. AWARD Plaintiffs their full costs and attorney's fees arising out of this litigation, pursuant to 42 U.S.C. §1988; and
- E. Grant such further legal and equitable relief as the Court deems just.

DEMAND FOR JURY

Pursuant to Rule 38(b) of the Federal Rules of Civil Procedure, Plaintiffs hereby demand a trial by jury in this action of all issues so triable.

DATED: Baltimore, Maryland, July 7, 2008.

/s/

Deborah A. Jeon
Bar No. 06905
American Civil Liberties Union
Foundation of Maryland
3600 Clipper Mill Road, Suite 350
Baltimore, Maryland 21211
410-889-8555
jeon@aclu-md.org

/s/

Richard J. Leveridge
Bar No. 14757
Dickstein Shapiro, LLP
1825 Eye St. NW
Washington, DC 20006
202-420-4778
LeveridgeR@dicksteinshapiro.com

Attorneys for Plaintiffs