

UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF ILLINOIS  
EASTERN DIVISION

Gerian Steven Moore, )  
 )  
and )  
 )  
George Providence II, )  
 )  
Plaintiffs, )  
 )  
v. ) No:  
 )  
Frank G. Pogue, Interim President, )  
 )  
and )  
 )  
Patricia L. Arnold, Executive Director, University )  
Relations, )  
 )  
in their official capacities, )  
 )  
Defendants. )

COMPLAINT FOR DECLARATORY JUDGMENT,  
INJUNCTIVE RELIEF, AND DAMAGES

I. NATURE OF CLAIM

1. This is an action for reinstatement, back pay, declaratory judgment, and injunctive relief to enjoin Defendant from engaging in practices, policies, customs, and usages which violate Plaintiffs rights under the First Amendment to the Constitution of the United States. Relief is also sought under the Illinois College Campus Press Act. This is an action for attorney’s fees pursuant to the Equal Access to Justice Act.

## II. JURISDICTION

2. The jurisdiction of this Court is invoked pursuant to the First Amendment to the Constitution of the United States, and 28 U.S.C. sections 1331, 1343 and 1367. This suit is authorized and instituted pursuant to the First Amendment of the Constitution of the United States. Relief is sought pursuant to 28 U.S.C. §2201 and §2202, and §42 U.S.C. 1983 and 1988.

## III. VENUE

3. Venue is placed in the United States District Court for the Northern District of Illinois because the unconstitutional employment practices were committed therein, because the employment records relevant to such practices are maintained and administered therein, and because Plaintiff and all defendants worked therein. Venue is predicated upon 28 U.S.C. §§ 96 and 1391.

## IV. PLAINTIFFS

4. Plaintiff Gerian Steven Moore is a citizen of the United States, residing in the State of Michigan. He earned a Master's Degree and a Ph.D. degree from the University of Michigan, and a bachelors degree from the University of Massachusetts-Amherst. He had been Assistant Professor of English at Vassar College, and Visiting Associate Professor at Antioch College, Wittenberg University, and visiting scholar at the University of Michigan at Ann Arbor, among other appointments. He is a former employee of Chicago State University and worked under the supervision and direction of Defendant Patricia Arnold.

5. Plaintiff George Providence II is a citizen of the United States, residing in the state of Illinois. He has served as editor of The Occurrence, the student newspaper of Oakton

Community College in Desplaines, Illinois. He is a second-year student at Chicago State University and during all relevant times the Editor of the student newspaper, *Tempo*. He worked with Plaintiff Gerian Stephen Moore as his advisor.

## V. DEFENDANTS

6. Dr. Frank G. Pogue has the interim President of Chicago State University since Approximately June 2008. He is sued in his official capacity. He is ultimately responsible for all of the matters complained of herein and has authority to redress them.

7. Defendant Patricia L. Arnold is the Executive Director of University Relations of Chicago State University. She is sued in her official capacity. She is directly responsible for all of the matters complained of herein and has authority to redress them.

8. Chicago State University is a public institution of the state of Illinois, engaged in the education of college students. Defendant maintains a university facility in Chicago.

9. Chicago State University is a public institution within the meaning of the First Amendment to the Constitution of the United States.

## STATEMENT OF CLAIM

10. Students at Chicago State University pay a student activities fee, which supports various student activities, including the student newspaper, *Tempo*.

11. No university funds directly support *Tempo*.

12. *Tempo* is run by a staff of students, including its Editor, a Managing Editor, a Production Manager, a Copy editor, and a staff of reporters.

13. In approximately 2003, Chicago State University closed down *Tempo*, as well as the

Yearbook and all other student publications.

14. In or about 2007 the North Central Accrediting Agency made inquiry of Chicago State University regarding its lack of student publications.

15. In 2007, Dr. Elnora Daniels was President of Chicago State University.

16. Plaintiff Gerian Steven Moore was hired by Chicago State in August 2007 as a Special Assistant to the President Elnora Daniels.

17. As of August 2007, the University had no student newspaper, having closed the newspaper in approximately 2003.

18. Dr. Daniels wanted to re-establish the student newspaper, and assigned Moore to draft a report on the issues involved.

19. Plaintiff prepared an exhaustive set of memoranda, explained the First Amendment prohibition of prior restraint, and described several court cases regarding student's First Amendment rights.

20. On January 1, 2008, Dr. Daniel appointed Moore to the position of Director of communications, at a salary of \$70,000 annually.

21. On January 1, 2008, Dr. Daniel gave plaintiff a document titled "contract" which purported to state that defendant hired plaintiff on a yearly contract.

22. Dr. Elnora Daniels assigned Dr. Moore, in addition to his other duties, to re-establish the student newspaper, *Tempo*, and to be its advisor.

23. On or about March 6, 2008, Chicago State University re-established *Tempo*.

24. *Tempo* is a designated public forum, having been so designated by the Illinois

Legislature in 2007, with a staff consisting of students.

25. As advisor to *Tempo*, plaintiff Moore's responsibility was to advise its staff regarding journalistic ethics and procedures. As advisor, his role was not to exercise any editorial control, as that duty was the sole responsibility of the student editor and staff.

26. Plaintiff Moore has at all times performed the duties of his position in a workmanlike fashion.

27. Consistent with the University's stated procedures, plaintiff Moore has not censored any article proposed by the student journalists, but has guided them in standards of professionalism and journalism.

28. Defendants have never reprimanded, disciplined plaintiff Moore for any reason during his employment with defendants.

29. From time to time, *Tempo* published articles critical of the management of the University.

30. Regardless of plaintiff's statements and memoranda, defendants persisted in insisting that plaintiff engage in actions that would articles critical of the management of the University, and thus lead to prior restraint.

31. In early September 2008 Moore established a staff Advisory Board, out of concern that the administrator was attempting to use him to censor the paper.

32. About mid-September 2008, Arnold insisted to Dr. Moore that the Advisory Board must review the paper before it was published to check "for errors." Dr. Moore relayed that statement to George Providence, who refused to submit the paper for review because he felt that

constituted unconstitutional prior review.

33. On approximately October 6, 2008, defendant Arnold called Moore into her office and told him she questioned the judgment of the editors in pursuing some stories, stating:

“that’s old news, that’s not really news, that happened last year; why are they still writing about that?”

She further told him that the paper did not have the right to inquire into the source of funds for student activities.

34. Finally, on October, 2008, defendant Pogue abruptly terminated plaintiff Moore, in violation of his First Amendment rights and of those of the student staff.

35. After Pogue terminated Dr. Moore, on December 11, 2008 defendant Arnold wrote an email to plaintiff Providence about an article that appeared in *Tempo*.

This is a very serious charge that you made. It could have seriously harmed me personally and professionally. I am sure the intent was to put me in the hot seat. .... You were so eager to run something negative that you simply didn’t care. ... You have been entrusted with \$20,000 of tax dollars per semester to be the voice of CSU students. What are you saying, on their behalf?

36. On December 24, 2008, Ms. Arnold sent plaintiff Providence another email, copy to defendant President Pogue, criticizing Providence’s motivation and journalism skills. Among other matters, she wrote:

As the voice of students, has *Tempo* reflected them in a positive light? Is its reputation built on empowering or denigrating members of the CSU family? Has *Tempo* given the students a good return on their financial investment? Those are three questions I’d like to ask. Rhetorically, of course.

37. After receiving those emails, plaintiff Providence formed the belief that the defendants wanted to control the content of *Tempo*.

38. After terminating Dr. Moore, defendants or their agents considered offering the responsibility of advisor to *Tempo* to Tacuma Roeback, an instructor.

39. Tacuma Roeback withdrew his name out of consideration.

40. Defendants next offered the responsibility of advisor to Marvey Jackson, the Executive Director of Student Activities.

41. Marvy Jackson is the current interim advisor to the Tempo.

42. There is a conflict of interest in being the Executive Director of Student Activities and advisor to Tempo, as the Tempo frequently must publish comments on other student activities.

43. Plaintiff George Providence II has been forced to accept the advice of a substitute advisor, who is temporary. He has lost the benefit of an advisor who is committed to helping him hone his skills as an editor and a writer.

44. Plaintiff Providence now fears that his ability to produce a student newspaper has been compromised by the decision of defendants to not renew the contract of plaintiff Moore.

45. In fact, a University administrator has told Mr. Providence that the newspaper may not be published, since it has no permanent advisor.

46. Upon information and belief, the defendants and their agents want to position *Tempo* to be the University's official publication to present the University favorably to the community.

47. In fact, because of the actions of defendants and their agents, plaintiff Providence has been unable to meet a publishing deadline.

48. The next issue of Tempo was scheduled to be published on January 22, 2009.

49. Defendants and their agents have effectively deprived plaintiff Providence of access to the Tempo office or its budget or to the publication hierarchy.

50. To his best knowledge and belief, plaintiff George Providence fears that defendants or their agents will obstruct or prevent the publication of the *Tempo* in the immediate future.

51. Although Defendant has a written policy against prior restraint, that policy is a sham and a pretense, and is not taken seriously by any employee of defendant, and is wholly without any effect or substance whatsoever.

52. Defendant has engaged in a continuing pattern of restriction of rights guaranteed under the First Amendment to the Plaintiff since the articles above-mentioned appeared.

53. The actions of Defendant violate the Constitution and laws of the United States.

54. Plaintiffs have no adequate remedy at law, and seek equity relief in this Court.

55. Unless restrained by this Court, Defendant will continue to violate Plaintiff's constitutional rights.

WHEREFORE, Plaintiff prays this Honorable Court to:

A. Declare that defendants' actions in terminating the employment of plaintiff Moore violate the First Amendment to the Constitution of the United States.

B. Declare that defendant's actions in interfering with the publication of Tempo violate the First Amendment to the Constitution of the United States.

C. Enjoin Defendants from continuing the unlawful actions complained of herein.

D. Award plaintiff Moore all back pay lost because of the unlawful actions of Defendant.

E. Award plaintiffs all costs and fees of this action, including reasonable attorneys' fees.

F. Grant all other and further relief which this Honorable Court may deem necessary to remedy the unlawful acts complained of herein.

/s/ Roma J. Stewart

Roma J. Stewart  
Attorney for Plaintiffs

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