

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF NEW YORK**

INTERVARSITY CHRISTIAN FELLOWSHIP/USA
and INTERVARSITY CHRISTIAN FELLOWSHIP
OF SUNY BROOME,

Plaintiffs,

v.

SUNY BROOME COMMUNITY COLLEGE; THE
BOARD OF TRUSTEES OF SUNY BROOME
COMMUNITY COLLEGE; TONY D. HAWKINS,
President of SUNY Broome Community College, in
his official and personal capacities; CAROL ROSS-
SCOTT, Vice President for Student Development and
Chief Diversity Officer, in her official and personal
capacities; and NICHOLAS M. KOCIENIEWSKI,
Director of Student Activities, in his official and
personal capacities,

Defendants.

Case No. 3:26-cv-1623 (MAD/MJK)

COMPLAINT

JURY TRIAL DEMANDED

NATURE OF THE ACTION

1. A Christian student group at a public college was denied recognition as an official student club solely because it asks its leaders to sincerely agree with its Christian faith.

2. InterVarsity Christian Fellowship asks its leaders to be Christians. SUNY Broome Community College claims this request violates SUNY Broome's non-discrimination policy. And so SUNY Broome refuses to grant recognition to InterVarsity student groups, broadly denying them the crucial benefits that recognized student groups receive. That violates federal and state law in a host of ways.

3. For example, in the past fifteen years, the Supreme Court has repeatedly held that religious organizations have a fundamental First Amendment right to freely select religious leaders without state interference. *See Our Lady of Guadalupe Sch. v. Morrissey-Berru*, 591 U.S. 732, 746-47 (2020); *Hosanna-Tabor Evangelical Lutheran Church & Sch. v. EEOC*, 565 U.S. 171, 188-89 (2012); *see also Fratello v. Archdiocese of N.Y.*, 863 F.3d 190, 198-99 (2d Cir. 2017). But SUNY Broome claims it gets to dictate who InterVarsity chapters select for their religious leadership.

4. More broadly, in over 150 years of precedent, the Supreme Court has emphasized that religious organizations have the right "to decide for themselves, free from state interference, matters of church government as well as those of faith and doctrine." *Our Lady*, 591 U.S. at 737 (quoting *Kedroff v. Saint Nicholas Cathedral*, 344 U.S. 94, 116 (1952)); *accord Watson v. Jones*, 80 U.S. (13 Wall.) 679, 728-29 (1872). SUNY Broome's actions here not only interfere but also seek to control a core component of InterVarsity's governance, faith, and doctrine.

5. And in the past decade, the Supreme Court has warned governments three times that they cannot deny religious organizations access to benefits because of their religious beliefs. *Trinity Lutheran Church of Columbia, Inc. v. Comer*, 582 U.S. 449, 458, 461 (2017); *Espinoza v. Mont.*

Dep't of Revenue, 591 U.S. 464, 475 (2020); *Carson v. Makin*, 596 U.S. 767, 779, 789 (2022). But because of InterVarsity's beliefs about religious leadership, SUNY Broome denied it the benefits available to other student organizations.

6. That's just a sampling of the legal problems. There are a host of other federal and state constitutional and statutory provisions that SUNY Broome violated.

7. For the over 50 years that InterVarsity has served on SUNY campuses, it has welcomed all students to participate in its activities and receive the community services it offers. InterVarsity asks only students charged with leading its prayer, worship, and religious teaching to sincerely agree on Who exactly it is they're praying to, worshipping, and teaching about.

8. But SUNY Broome now bars that common-sense request for InterVarsity chapters on its campus. In response to InterVarsity's requests to reconsider, SUNY Broome justified its ban on the grounds that it sets similar requirements for secular student groups. Setting aside whether that's accurate, it's immaterial. The "text of the First Amendment ... gives special solicitude to the rights of religious organizations," and it is both "remarkable" and unconstitutional for the government to deny "a religious organization's freedom to select its own ministers." *Hosanna-Tabor*, 565 U.S. at 189. That makes sense. A religious group's leaders are the embodiment and lifeblood of its faith. Barring it from having religious leaders inescapably burdens its religious mission, message, and association.

9. For these reasons, SUNY Broome and its officials have plainly violated the law, and SUNY Broome's entanglement in InterVarsity's internal religious affairs must be enjoined.

JURISDICTION AND VENUE

10. This action arises under the Constitution and laws of the United States. The Court has subject matter jurisdiction under 28 U.S.C. §§ 1331, 1343, and 1367(a).

11. The Court has authority to issue the declaratory and injunctive relief sought under 28 U.S.C. §§ 2201 and 2202.

12. Venue lies in this district under 28 U.S.C. § 1391(b)(1) because all Defendants reside in the Northern District of New York.

13. Venue also lies in this district under 28 U.S.C. § 1391(b)(2) because a substantial part of the events or omissions giving rise to the claims in this lawsuit occurred in the Northern District of New York.

IDENTIFICATION OF PARTIES

14. Plaintiff InterVarsity Christian Fellowship/USA (InterVarsity) is an Illinois not-for-profit corporation with its headquarters in Madison, Wisconsin. InterVarsity is a Christian ministry active in campus ministry on hundreds of campuses across the United States and across New York, including chapters at several campuses within the State University of New York (SUNY) system, Colgate University, Columbia University, Cornell University, the City University of New York, Hofstra University, New York University, St. John's University, and Syracuse University.

15. Plaintiff InterVarsity Christian Fellowship of SUNY Broome (InterVarsity Broome) is an unincorporated association that conducts religious ministry at SUNY Broome in Binghamton, New York. The association is a constituent chapter of InterVarsity Christian Fellowship/USA.

16. Defendant SUNY Broome Community College is a community college within the SUNY system that is locally sponsored by Broome County and is operated and administered by the Board of Trustees of SUNY Broome Community College. *See* N.Y. Educ. Law § 6301.

17. Defendant the Board of Trustees of SUNY Broome Community College is the local board of trustees responsible for overseeing the management and operation of SUNY Broome Community College. *See* N.Y. Educ. Law § 6306.

18. Defendant Dr. Tony D. Hawkins is the President of SUNY Broome Community College. In that role, he directly contributed to the College's decision to deny official recognition to InterVarsity Broome. President Hawkins is sued in both his official and personal capacities.

19. Defendant Dr. Carol Ross-Scott is the Vice President for Student Development and Chief Diversity Officer at SUNY Broome Community College. In that role, she directly contributed to the College's decision to deny official recognition to InterVarsity Broome. Vice President Ross-Scott is sued in both her official and personal capacities.

20. Defendant Dr. Nick Kocieniewski is the Director of Student Activities at SUNY Broome Community College. In that role, he directly contributed to the College's decision to deny official recognition to InterVarsity Broome. Dr. Kocieniewski is sued in both his official and personal capacities.

FACTUAL ALLEGATIONS

InterVarsity's history of serving students on campuses around the nation and world

21. InterVarsity is active in campus ministry on more than seven hundred campuses across the United States. InterVarsity's purpose "is to establish and advance at colleges and universities witnessing communities of students and faculty who follow Jesus as Savior and Lord." *See About Us: Our Purpose*, InterVarsity (2026), <https://perma.cc/KUW3-LTRX>. With over 1,000 individual chapters, InterVarsity served more than 60,000 students and faculty last year alone. It is a charter member of the International Fellowship of Evangelical Students, an association of over 160 evangelical Christian student movements worldwide.

22. InterVarsity was founded by students at the University of Cambridge in 1877. In 1938, students at the University of Michigan formed the first InterVarsity chapter in the United States. *See About Us: InterVarsity and IFES History*, InterVarsity (2026), <https://perma.cc/R7HJ-75Z4>.

23. InterVarsity has operated in New York since the 1960s. Since then, its reach has grown. Currently InterVarsity has chapters on 42 campuses in New York, including chapters at Colgate University, Columbia University, Cornell University, the City University of New York – Hunter College, Hofstra University, New York University, Rensselaer Polytechnic Institute, St. John’s University, and Syracuse University.

24. InterVarsity has also been ministering in the SUNY system since at least 1967. Since that time, InterVarsity chapters have been active on approximately 40 SUNY campuses. It currently has recognized student groups on SUNY campuses across the state, such as SUNY Buffalo, SUNY Geneseo, Alfred State College, and Stony Brook University. And it has been serving the greater Binghamton area for 55 years, following the launch of the Binghamton University chapter (InterVarsity Binghamton) in 1971.

25. InterVarsity chapters at these schools provide both undergraduate and graduate students with a place of authentic community, and, as an expression of their calling as Christians, they welcome everyone on campus to attend their groups and participate in their activities. In doing so, InterVarsity enables students to build friendships and community, strengthen common values, and serve the broader campus together. Studies have shown that participation in religious groups on college campuses is positively associated with social integration, emotional well-being, academic success, and greater awareness of people from different races and cultures. *E.g.*, Alyssa N. Bryant, *The Effects of Involvement in Campus Religious Communities on College Student Adjustment and Development*, J. of Coll. and Character, Apr. 2007, <https://perma.cc/3CE7-Y9DC>.

26. InterVarsity chapters meet regularly to advance InterVarsity's religious mission and reach others for Jesus Christ. The primary purposes of these meetings include expressing InterVarsity's religious beliefs and exercising those beliefs together in a communal setting. Those beliefs are articulated in InterVarsity's statement of beliefs and mission statement. The statement of beliefs sets forth the core religious beliefs that InterVarsity exercises and expresses as a religious community, including its Trinitarian theology and belief in the authority of Scripture; that all humans have inherent dignity and value because they are created in God's image; that Jesus Christ was divine and sinless; that he died a substitutionary death followed by a bodily resurrection; that people can be saved from their sin and reunited with God by God's grace and through faith in Christ's sacrifice; that God lives in believers in the form of the Holy Spirit; and that all believers are called to unity and to worship together in Christian communities. *See About Us: What We Believe*, InterVarsity (2026), <https://perma.cc/5M6K-E7UB>.

27. InterVarsity chapters also host discussions on important topics for the school community and help students succeed both academically and spiritually through the provision of supportive communities. A sampling of the ways in which InterVarsity chapters contribute to their campus communities include: hosting Bible studies during which scriptural teaching is applied afresh to contemporary issues; facilitating café-style gatherings where students can study, eat snacks, drink coffee, and play card and board games with each other; organizing off-campus retreats where students can be encouraged and rejuvenated; and providing free flower bouquet making events, Zumba workout classes, and Build-A-Bear workshops, as well as brunches and barbeques.

28. Affiliation with InterVarsity also allows local chapters to participate in inter-collegiate retreats, worship, service activities, and events that enrich and add significantly to the students' religious training and experience.

29. InterVarsity welcomes all students and faculty to join its events, including its religious discussions, activities, prayer times, worship services, and Bible studies. It also welcomes all students to join the organization as members. It has members of different religious backgrounds, or no religious background, who attend its Bible studies and other events. InterVarsity is also multiethnic and has many international student members, which helps people from a wide variety of backgrounds feel welcome.

30. While anyone is welcome to be a member of, or participate in, InterVarsity chapters, InterVarsity requires its student leaders to agree with and exemplify InterVarsity's Christian values. This leadership requirement is necessary because student leaders are the primary messengers for sharing InterVarsity's beliefs and values to both the members of their local chapters and the student bodies of their respective schools.

31. InterVarsity's student leaders hold an important spiritual leadership role within their student groups and as representatives of InterVarsity. They are held to biblical standards for leadership and perform key religious functions. Each of the student leaders of an InterVarsity chapter are held out as role models for the club and expected to be able to perform any of the religious duties of the club. While they may have other duties specific to their leadership role (such as secretary or treasurer duties), their primary responsibility is to express and model InterVarsity's religious beliefs. Student leaders, therefore, must sincerely agree with and conduct themselves in a manner consistent with InterVarsity's religious beliefs.

32. Further, student leaders also determine the content of an InterVarsity chapter's message. For example, they spearhead the groups' religious meetings and Bible studies; lead and participate in prayer, worship, evangelism, and religious teaching; help decide the religious content of meetings; select guest speakers and identify religious topics to cover during events on campus;

personally minister to their peers individually; plan and schedule ministry events on campus; communicate InterVarsity's message when interacting with administrators, staff, faculty, and students at their schools; and plan outreach and student activities to advance the chapter's religious mission.

33. Requiring student leaders to sincerely affirm and follow InterVarsity's religious beliefs is a matter of basic institutional integrity. To retain its identity and to carry out its religious mission—*i.e.*, to be the “InterVarsity *Christian* Fellowship”—InterVarsity needs leaders who themselves embrace and follow InterVarsity's religious beliefs and mission. Otherwise, InterVarsity's entire mission—its Bible studies, prayers, evangelism, and worship—would be hollow, inauthentic, and unlikely to endure.

34. This is also a matter of personal integrity for potential leaders and members. InterVarsity cannot and will not ask students who do not share its beliefs to act inauthentically by leading members in prayer or conveying InterVarsity's religious beliefs. Nor can InterVarsity knowingly ask its members to participate in prayer and worship led by insincere leaders.

35. As a religious organization, it is not enough that InterVarsity's student leadership simply regurgitate its views or act out its religious activities such as worship. Instead, leaders must sincerely believe the same core religious tenets that InterVarsity does. Otherwise, InterVarsity's chapters would suggest to students that sincere personal faith is unnecessary to Christian life, and that it is sufficient to “go through the motions” as a Christian. InterVarsity does not believe that is true. Fake faith is not faith at all. Pretending to believe is harmful both for the individual leader in question and those she or he leads.

36. Because of their importance to the ministry, InterVarsity trains its current student leaders and staff to identify other faithful Christian students who are humble, willing to serve, and who

have sufficient emotional intelligence to navigate some of the hard personal and interpersonal issues that arise in a ministry aimed at young adults.

37. Ministry skills are further developed in ministry training sessions led by InterVarsity staff. Before assuming a leadership role, students are invited to participate in apprenticeship activities overseen by InterVarsity. For instance, some student leaders attend conferences and retreats where leadership skills are discussed and put into practice. Leaders are often given InterVarsity's *Ministry Playbook*, which is a program dedicated to providing training for effective campus ministry. See *The Ministry Playbook*, InterVarsity (2026), <https://perma.cc/7GW8-93QB>.

38. And this training carries on throughout the year, as InterVarsity staff personally mentor students on how to share their faith and teach other students in Bible studies. That highly relational process varies from student to student, but it often involves InterVarsity staff empowering students to lead Bible studies, campus events, or outreaches where students have the opportunity to tell other students about InterVarsity's Christian faith and invite students to InterVarsity's programs. With newer leaders, InterVarsity staff will observe them week to week as they are ministering in these new contexts and provide student leaders with specific feedback on how to better embody Jesus Christ and InterVarsity's faith in their ministry.

InterVarsity at SUNY Broome

39. In April 2024, as part of a nationwide joint effort by interdenominational student ministries, InterVarsity chapters across New York began to engage in "prayer walks"—a practice in which they would walk around college campuses that lacked Christian student ministries and pray for opportunities to bring such ministries to these campuses so that they could reach more students. As part of this initiative, InterVarsity has helped launch 12 new chapters in the upstate New York region alone in the last few years.

40. During one of those prayer walks at SUNY Broome in April 2024, a group of ministers and volunteers from InterVarsity Binghamton, along with students at SUNY Broome, sensed that God was leading them to plant a new InterVarsity chapter at SUNY Broome.

41. To formally launch InterVarsity Broome, a student leader from InterVarsity Binghamton started a Bible study with SUNY Broome students in September 2025. Under his leadership, the group would read a passage from the Bible together, talk about what the text meant, ask how it could be applied to their lives, and pray together for the strength to live out the teachings of Christ. That Bible study—which later formed the basis for InterVarsity Broome—grew to around a dozen students.

42. InterVarsity Broome was not able to reserve regular space for its meetings because it was not an official student club. Being able to reserve space is important for InterVarsity chapters, as campus access provides a free, safe, convenient, and consistent space for students to meet, develop a healthy community, and to recruit more students. Instead, InterVarsity Broome had to meet in irregular locations based on availability (or, for outdoor meetings, the weather), which significantly depressed turnout and recruitment. It also didn't have access to other important recruitment tools and opportunities, such as participation in the Student Activities and Services Fairs in the fall and winter semesters, access to the bulletin board announcement system, ability to conduct "tabling" (setting up and running invitation tables in busy areas of campus), ability to reserve space for special events, and being listed on the SUNY Broome website as a recognized club that students could join. These impediments restricted the club's health and growth and made it much harder to meet.

43. Those difficulties are especially pronounced for InterVarsity Broome as it is a chapter dedicated to ministering to the community college students of SUNY Broome. That's because

community college students are commuters and often come straight to campus for class and leave shortly afterwards, without much time otherwise spent around SUNY Broome. And it's because community college students only attend the college, on average, for two years—half the time of four-year universities. Thus, obtaining access to SUNY Broome students requires regularly being where they are—on campus. Without access to campus, it is difficult, if not impossible, to have the presence and continuity necessary to have a healthy chapter. And being denied recognition as a student club also means being denied equal access to campus.

44. InterVarsity Broome selected Jacob Sonner to be its president in December of 2025. On January 11, 2026, consistent with SUNY Broome's Club Handbook procedures and to obtain access to benefits of club recognition, including equal access to campus, Jacob started the process for having InterVarsity Broome receive official recognition as a student club. *See* 2025-26 SUNY Broome Club Handbook (attached as Exhibit A); Club Registration Confirmation Email (attached as Exhibit B).

SUNY Broome grants official recognition to student clubs and organizations

45. SUNY Broome's Office of Student Activities is responsible for granting official recognition to student clubs.

46. Official club recognition comes with many benefits. These include the ability to “hold meetings and events, use/raise money, recruit new members, reserve space, and publish materials.” Ex. A at 23. Recognized groups may also post flyers on campus bulletin boards; access free printing services; checkout college audio/visual equipment; obtain a cash box for sales and fundraisers; receive travel privileges, including the ability to secure rental vehicles from the college; and receive a stipend of \$100 per semester for the club's advisor and co-advisors. *See id.* at 14, 16-19, 22, 25. A recognized club in some circumstances can have access to funding under

the Student Activities Fee, which allows it to receive up to \$500 each academic year. *Id.* at 25. Further, recognized student clubs have the ability to participate in the Student Activities and Services Fair at the start of each semester, which provide crucial opportunities to recruit new members. *See Activities and Services Fair*, SUNY Broome Events Calendar (2026), <https://perma.cc/5JZQ-S2EP>.

47. SUNY Broome’s website currently advertises roughly 50 recognized clubs and organizations. *See Organizations*, SUNY Broome: The Swarm, <https://perma.cc/E4UE-2EWW>. These clubs include the Backpacking Club, the Dungeons & Dragons Club, Inclusion and Belonging, the Racket Sports Club, and the Hornets Chess Club.

48. SUNY Broome recognizes that student clubs give students opportunities for “leadership and personal exploration outside of the classroom,” serving “as a venue for students to experiment with personal interests.” Ex. A at 2. Such clubs “often lead to students discovering new passions or gaining skills that they may use to transfer to other institutions.” *Id.* Clubs are wholly “voluntary”; students start and lead them, choose whether to be members of them, decide who to elect as leaders, and pick the “unique purpose” of the club. *Id.* at 2, 4. Clubs serve “the interest of students.” *Id.* at 4. Clubs are independent from SUNY Broome’s academic programs, and SUNY Broome faculty cannot be “a main driving force for any club or organization.” *Id.* at 2, 4.

49. To start a student group at SUNY Broome, at least five students write a group constitution and submit their proposed group through The Swarm (the college’s student-group website). After submission, the Director of Student Activities is ultimately tasked with granting official recognition to the group. In addition to other considerations, the Director has discretion to deny recognition if (1) similar groups already exist on campus, (2) the group has an “[i]nappropriate

focus,” or (3) the group’s existence is “unduly burdening/marginalizing other SUNY Broome students.” *Id.* at 4.

50. SUNY Broome sets some limitations regarding club membership and leadership. For instance, Section 2.2 of the 2025-26 SUNY Broome Club Handbook states:

Clubs may not discriminate against any student for membership or executive board positions in any way. This includes, but is not limited to, discrimination on the basis of race, color, ethnicity, religion, citizenship status, sex, gender, gender identity, gender expression, sexual orientation, veteran status, physical or mental disability or age. Any student that pays the Student Activity fee must be eligible for membership. Any student that pays the Student Activity Fee and has the minimum GPA outlines in this handbook must be eligible for an executive board position.

Id. at 2.

51. And SUNY Broome Policy No. GA2001, which SUNY Broome applies to student organizations, provides that:

SUNY Broome Community College does not discriminate on the basis of race, sex, color, creed, religion (including religious attire, clothing or facial hair), age, national origin, disability, marital status, sexual orientation, gender identity, transgender status, pregnancy, predisposing genetic characteristics, domestic violence victim status, military status or status as a disabled veteran or veteran of the Vietnam era

Policy: Non-Discrimination Statement, SUNY Broome (Revised Oct. 31, 2019), <https://perma.cc/8GH5-22M7>.

SUNY Broome denies InterVarsity recognition as a student club

52. As referenced above, following SUNY Broome’s procedures, Jacob sought recognition by submitting InterVarsity Broome’s proposed constitution on January 11, 2026, via The Swarm. A copy of the proposed constitution is attached as Exhibit C.

53. Like other InterVarsity student chapters’ constitutions, the InterVarsity constitution that Jacob submitted to SUNY Broome made clear that InterVarsity welcomes all students as members

but requires all student leaders to affirm InterVarsity's Statement of Faith (the "religious leadership requirement"). *See* Ex. C, Art. 4, § 1.

54. On January 27, Dr. Kocieniewski, the Director of Student Activities at SUNY Broome Community College, gave edits and revisions to InterVarsity's constitution via The Swarm portal. He specifically stated that InterVarsity's religious leadership requirement "cannot be included" in the constitution. A copy of Dr. Kocieniewski's revisions to the proposed constitution are attached as Exhibit D.

55. After consultation with the InterVarsity Broome team, Jacob emailed Dr. Kocieniewski to inform him that InterVarsity Broome intended to keep its religious leadership requirement in the constitution. A copy of this email is attached as Exhibit E.

56. In a response email on February 20, Dr. Kocieniewski told Jacob that this would prevent SUNY Broome from proceeding with the vote to recognize InterVarsity Broome. A copy of this email is attached as Exhibit F.

57. Jacob replied that same day to explain that InterVarsity Broome could not remove the religious leadership requirement. His email response also copied Sophia Chan, the InterVarsity Campus Minister who provides guidance, training, and assistance to InterVarsity Broome student leaders and members. A copy of this email is attached as Exhibit G.

58. Sophia also promptly replied to Dr. Kocieniewski, sharing her excitement "that students at Broome want to form a chapter," as "it's an incredible way to support religious life on campus." She then asked if Dr. Kocieniewski could clarify why InterVarsity Broome had been advised not to include the religious leadership requirement in its constitution, reiterating that InterVarsity's religious practice of requiring student leaders to affirm its religious beliefs was protected by federal

law. And she concluded by offering to speak with Dr. Kocieniewski further if he had any questions or concerns. A copy of this email is attached as Exhibit H.

59. Three days later, on February 23, Dr. Kocieniewski responded to explain that InterVarsity Broome could not have a religious leadership requirement. He stated that, “after careful consideration with SUNY Broome’s Vice President of Student Development and Chief Diversity Officer, Dr. Carol Ross-Scott, [SUNY Broome] cannot permit [InterVarsity Broome] to restrict eligibility for leadership based on religious beliefs.” According to Dr. Kocieniewski, such a religious leadership requirement violated “Section 2.2 of the Club Handbook” and “the SUNY Broome Non-Discrimination Statement (Policy No.: GA2001).” Dr. Kocieniewski explained that “[t]hese policies have been reviewed by SUNY Broome’s Legal Council [sic] and continue to apply in this case.” A copy of this email is attached as Exhibit I.

60. The next morning, on February 24, Dr. Kocieniewski memorialized SUNY Broome’s denial of InterVarsity Broome’s club application on The Swarm, posting a formal denial stating that InterVarsity Broome’s constitution “is in violation of the Club Handbook Open Access policy (Section 2.2 of the Club Handbook) and the SUNY Broome Non-Discrimination Statement (Policy No.: GA2001).” A copy of this denial notice is attached as Exhibit J.

61. As far as InterVarsity is aware, SUNY Broome has received no student complaints about InterVarsity Broome’s proposed leadership selection policies and practices.

62. On information and belief, SUNY Broome similarly denied club recognition to Campus Bible Fellowship for the same reason.

63. On March 23, in an effort to resolve the issue, Tom Lin, InterVarsity’s President & Chief Executive Officer, sent a letter to the President of SUNY Broome, Dr. Tony D. Hawkins, in which

he asked SUNY Broome to reconsider its decision to deny InterVarsity Broome official recognition. A copy of the letter is attached as Exhibit K.

64. In the letter, Mr. Lin explained that InterVarsity chapters at private and public colleges across New York exist to “provide ... students with a sense of belonging, host discussions on important topics for the school community, and help students succeed both academically and spiritually.” Mr. Lin explained how SUNY Broome’s denial of recognition violated “the United States Constitution several times over,” since “federal courts nationwide have repeatedly held that public schools and colleges cannot deny official recognition to religious groups based on the groups’ requirements that their leaders agree with their faith.” Mr. Lin offered to meet with President Hawkins to resolve the situation. *Id.*

65. On May 7, President Hawkins responded to InterVarsity’s letter. President Hawkins’s letter is attached as Exhibit L.

66. In his letter, President Hawkins stated that InterVarsity’s “terms of leadership” would violate the non-discrimination provision of the SUNY Broome Club Handbook stating that “Clubs may not discriminate against any student for membership or executive positions in any way.” He said InterVarsity’s religious leadership requirements were impermissible because they “would have excluded certain students from consideration for [leadership] roles.” He further represented that SUNY Broome had “reviewed case law on the issue and believe[d] there [was] sufficient State and Federal case law to support the club handbook requirements as viewpoint neutral and reasonable.” He concluded that SUNY Broome “could not accept the constitution of the InterVarsity Christian Fellowship as proposed,” and would reconsider InterVarsity’s application if it had “the change requested to the constitution.” *Id.*

67. SUNY Broome recently released its new Club Handbook for the 2026-27 academic year. The new Handbook reaffirms SUNY Broome's ban on InterVarsity's religious leadership requirements. The new Handbook also now includes an "Open Access Constitutional Requirement," which provides that recognized clubs must include SUNY Broome's non-discrimination policy "in [their] club constitutions" and may not limit "leadership opportunities" on grounds such as "religion." The new Handbook further states that a student group will be denied recognition if its "[s]ubmitted constitution does not comply with this Club Handbook." A copy of the 2026-27 Club Handbook is attached as Exhibit M.

SUNY Broome has frustrated InterVarsity's religious mission

68. By refusing to recognize InterVarsity Broome, SUNY Broome has frustrated InterVarsity's religious mission of establishing and advancing a witnessing community of students and faculty who follow Jesus as Savior and Lord. SUNY Broome's decision to deny recognition to InterVarsity Broome effectively stigmatizes InterVarsity's religious beliefs, speech, and values. And by doing so, Defendants impede InterVarsity's religious mission to share its religious beliefs, speech, and values to other students and faculty.

69. In addition, SUNY Broome's actions frustrate InterVarsity's religious mission by denying InterVarsity Broome benefits on the basis of leadership criteria. This denial of benefits impedes the religious message of InterVarsity, its student leaders, and InterVarsity Broome by forcing them to choose between foregoing generally available benefits or giving up their constitutional and statutory right to choose leaders who agree with InterVarsity's religious beliefs.

70. The denial of equal benefits of official recognition prevents a group from reserving free meeting rooms, the only free, safe, consistent, and logistically feasible spaces for students to meet.

71. It also includes the denial of the ability to pass out flyers, conduct outreach events on campus, host free tables for interested students, and appear on campus social calendars, all key elements in creating a robust and durable community, especially at a community college. To continue accomplishing its religious mission, serving its members, and reaching out to the campus community, InterVarsity Broome has been forced to rely on word-of-mouth outreach and to make its own accommodations for events and Bible studies.

72. It also includes the denial of the ability to apply for funding available to recognized student groups or receive any other benefits ordinarily granted to other recognized student groups by SUNY Broome, which would assist InterVarsity Broome substantially.

73. The denial of the benefits of club recognition thus represents a serious hardship on InterVarsity.

74. SUNY Broome's actions have also caused InterVarsity and InterVarsity Broome to divert resources from their shared core religious mission to promote InterVarsity's Christian values and lead students and faculty into a growing relationship with Jesus Christ.

75. For instance, Sophia Chan, InterVarsity's Campus Minister for the area, has spent time and resources that she would have otherwise used to provide ministry outreach and support to other InterVarsity chapters in the area to ensure compliance with SUNY Broome's recognition process, explain and discuss the situation with students and supervisors, and handle numerous phone calls and meetings dealing with the fallout and harm of SUNY Broome's actions. Sophia also diverted time and resources into trying to educate SUNY Broome officials about the rights of religious student groups. Sophia would have otherwise spent this time on other ministry advancing tasks, such as supporting other student chapters, training new student leaders, raising financial resources, developing relationships with faculty and staff in the community, engaging in one-on-one personal

religious ministry activities such as prayer and religious teaching, or preparing to support other InterVarsity ministry objectives.

76. Other personnel for Plaintiffs have also had to spend significant time, money, and resources as direct result of the injuries caused by SUNY Broome's actions. This frustration of mission and diversion of time, money, and other resources continue to harm Plaintiffs as SUNY Broome continues to discriminate against InterVarsity.

InterVarsity Broome continues to desire official recognition

77. In the upcoming academic year, InterVarsity Broome won't be able to participate on SUNY Broome's campus as an officially recognized student group. SUNY Broome refuses to let InterVarsity Broome have leadership requirements aimed at ensuring its leaders are aligned with its mission, and neither InterVarsity nor InterVarsity Broome can operate without student leaders who agree with its religious beliefs.

78. This unlawful and unreasonable exclusion continues to harm InterVarsity and SUNY Broome students. Current SUNY Broome students have maintained the InterVarsity Broome chapter and desire official recognition so that they can have equal access to express their shared religious beliefs, message, and values on the SUNY Broome campus.

79. But because of SUNY Broome's discriminatory actions, the students in the InterVarsity Broome chapter cannot receive official recognition. Submitting a new application for recognition would be futile because SUNY Broome bans InterVarsity's religious leadership requirements, has stated that it will not accept those requirements, and only permitted InterVarsity to reapply if it removes those requirements. But for this ban, the students would re-submit a recognition application like the previously unsuccessful application in Spring 2026. And once SUNY

Broome's discriminatory ban regarding InterVarsity Broome is enjoined, the students will submit an application for recognition and begin to meet as an officially recognized student group.

80. Upon information and belief, SUNY Broome does not apply its non-discrimination policy to students and student organizations neutrally or consistently, but instead provides a variety of exemptions and selectively enforces the policy with regards to student organizations, student activities, scholarships, and school programs. Even if SUNY Broome did universally impose and enforce the non-discrimination policy, it still creates unique and severe burdens on InterVarsity's religious mission, expression, and structure to be forced to accept leadership from those who do not sincerely believe and practice its faith.

The upcoming 2026-27 school year

81. In the upcoming academic year, SUNY Broome refuses to let InterVarsity have access to the benefits available to all other student groups. And it imposes this restriction expressly and solely because InterVarsity requires its ministry to be led by students who share its beliefs. That violates the First Amendment several times over, along with a host of other provisions from the Federal Constitution, New York Constitution, and state laws.

82. Thus, without judicial intervention to remove SUNY Broome's unlawful condition on recognition, Plaintiffs cannot enjoy their constitutional and statutory rights. As soon as the condition is removed, however, InterVarsity Broome will immediately re-apply for recognition to obtain the access and benefits other recognized student groups are entitled to.

CLAIMS

COUNT I

42 U.S.C. § 1983

Violation of the First Amendment to the U.S. Constitution

Religion Clauses

Ministerial Exception

83. Plaintiffs incorporate by reference all preceding paragraphs.

84. Under the Free Exercise and Establishment Clauses, religious groups have the right to select their leaders without government interference. *See Our Lady*, 591 U.S. at 746. Under this “ministerial exception,” *id.*, religious groups—not the government—have the authority “to determine what the essential qualifications of a [minister] are and whether the candidate possesses them,” *Serbian E. Orthodox Diocese v. Milivojevich*, 426 U.S. 696, 711 (1976). The ministerial exception therefore secures the right of religious groups “to shape [their] own faith and mission” by choosing those “who will preach their beliefs, teach their faith, and carry out their mission.” *Hosanna-Tabor*, 565 U.S. at 188, 196.

85. InterVarsity and its chapters are religious groups. And the student leaders of InterVarsity and its chapters preach InterVarsity’s beliefs, teach its faith, and carry out its mission. This includes by leading the study of scripture, prayers, and worship, and by selecting ways that Plaintiffs can serve in the community and with other religious ministries as a means of expressing and developing InterVarsity’s faith. Simply put, Plaintiffs’ student leaders are the primary means by which InterVarsity and its chapters share their religious beliefs with others. These leaders thus embody Plaintiffs’ faith.

86. Because of the important religious duties they are expected to perform and the visible leadership role they are expected to hold, Plaintiffs’ student leaders are selected based upon their

agreement with InterVarsity's religious beliefs, their training in spiritual leadership, and their ability to express and model InterVarsity's beliefs effectively and credibly.

87. Plaintiffs' religious qualification for selecting its student leaders is therefore protected by the First Amendment. *See, e.g., Our Lady*, 591 U.S. at 746-47; *Hosanna-Tabor*, 565 U.S. at 188; *Conlon v. InterVarsity Christian Fellowship*, 777 F.3d 829, 835-36 (6th Cir. 2015); *see also InterVarsity Christian Fellowship/USA v. Bd. of Governors of Wayne State Univ.*, 534 F. Supp. 3d 785, 808-813 (E.D. Mich. 2021).

88. By banning InterVarsity and InterVarsity Broome from access to the rights, benefits, and privileges that flow from official recognized status simply because they require their religious leadership to sincerely believe what Plaintiffs believe, SUNY Broome infringes on Plaintiffs' First Amendment rights to freely select their own religious leaders.

89. Defendants are persons within the meaning of 42 U.S.C. § 1983.

90. Plaintiffs seek on behalf of themselves and their members a declaration that Defendants' actions violate the Religion Clauses and injunctive relief prohibiting future acts in violation of the Religion Clauses. Without such declaratory and injunctive relief, Plaintiffs and their members will continue to be irreparably harmed.

91. Plaintiffs further seek on behalf of themselves and their members compensatory damages, nominal damages, attorney fees, and costs of suit.

COUNT II

42 U.S.C. § 1983

Violation of the First Amendment to the U.S. Constitution

Religion Clauses

Church Autonomy

92. Plaintiffs incorporate by reference all preceding paragraphs.

93. Courts have long recognized the right of religious groups to control their internal affairs.

See, e.g., Watson, 80 U.S. (13 Wall.) at 728-29.

94. Through both the Free Exercise and Establishment Clauses, the First Amendment guarantees religious groups the right “to decide for themselves, free from state interference, matters of church government as well as those of faith and doctrine.” *Our Lady*, 591 U.S. at 737 (quoting *Kedroff*, 344 U.S. at 116). This ensures that governments don’t become “entangled in essentially religious controversies,” like disputes over “standard[s] of morals” or decisions regarding who may properly lead religious worship or prayer. *Milivojeovich*, 426 U.S. at 709, 713-14.

95. InterVarsity and its chapters are religious groups.

96. InterVarsity and its chapters have core religious beliefs that govern how they ecclesiastically associate and structure their ministry on matters of faithful practice and doctrinal orthodoxy, including the standards of morals required to lead within their ministry.

97. Plaintiffs’ First Amendment right to govern themselves via criteria for faithful practice and doctrinal orthodoxy is violated by SUNY Broome’s ban on requiring adherence to those criteria in setting the moral standards of student leadership within its ministry.

98. Defendants are persons within the meaning of 42 U.S.C. § 1983.

99. Plaintiffs seek on behalf of themselves and their members a declaration that SUNY Broome’s actions violate the Religion Clauses and injunctive relief prohibiting future acts in

violation of the Religion Clauses. Without such declaratory and injunctive relief, Plaintiffs and their members will continue to be irreparably harmed.

100. Plaintiffs further seek on behalf of themselves and their members compensatory damages, nominal damages, attorney fees, and costs of suit.

COUNT III

42 U.S.C. § 1983

Violation of the First Amendment to the U.S. Constitution

Free Exercise Clause

Discriminatory Denial of Access to Benefits Based on Religious Exercise

101. Plaintiffs incorporate by reference all preceding paragraphs.

102. The Free Exercise Clause “protects religious observers against unequal treatment” and “against laws that impose special disabilities on the basis of religious status.” *Trinity Lutheran*, 582 U.S. at 458, 461 (cleaned up).

103. Under this protection, when the government “disqualif[ies] otherwise eligible recipients” from receiving a benefit solely because of their religious conduct or beliefs, it “imposes a penalty on the free exercise of religion that triggers the most exacting scrutiny.” *Espinoza*, 591 U.S. at 475; *Carson*, 596 U.S. at 779, 789.

104. Such an exclusion is “odious to our Constitution.” *Espinoza*, 591 U.S. at 476 (quoting *Trinity Lutheran*, 582 U.S. at 467).

105. InterVarsity and its chapters practice their faith by requiring their student leaders to agree with InterVarsity’s core religious beliefs.

106. SUNY Broome offers numerous important benefits to recognized student groups, but bars access to these benefits unless Plaintiffs accept leaders who do not share InterVarsity’s faith. Defendants’ policies have the effect of completely excluding Plaintiffs from obtaining official recognized status based on InterVarsity’s religious beliefs and conduct. *Carson*, 596 U.S. at 785.

107. “By condition[ing] the availability of benefits in that manner,” SUNY Broome “effectively penalizes the free exercise of religion.” *Id.* at 780. (internal quotations omitted).

108. “If [the Supreme Court’s] cases ... make one thing clear, it is that such a policy imposes” an at least presumptively unlawful “penalty on the free exercise of religion.” *Trinity Lutheran*, 582 U.S. at 462.

109. SUNY Broome’s discrimination is unconstitutional unless it meets a “stringent standard”: It must be narrowly tailored in support of compelling government interests. *Espinoza*, 591 U.S. at 484-85. SUNY Broome has no compelling—or even legitimate—interest in categorically prohibiting religious groups like InterVarsity from selecting leaders who believe the same thing they do.

110. Further, categorically excluding religious groups like InterVarsity from selecting its own members is not the least restrictive means of furthering SUNY Broome’s interests.

111. Defendants are persons within the meaning of 42 U.S.C. § 1983.

112. Plaintiffs seek on behalf of themselves and their members a declaration that SUNY Broome’s actions violate the Free Exercise Clause and injunctive relief prohibiting future acts in violation of the Free Exercise Clause. Without such declaratory and injunctive relief, Plaintiffs and their members will continue to be irreparably harmed.

113. Plaintiffs further seek on behalf of themselves and their members compensatory damages, nominal damages, attorney fees, and costs of suit.

COUNT IV

42 U.S.C. § 1983

Violation of the First Amendment to the U.S. Constitution Free Exercise Clause Burdening Religious Beliefs

114. Plaintiffs incorporate by reference all preceding paragraphs.

115. The Free Exercise Clause of the First Amendment prohibits SUNY Broome from burdening InterVarsity's free exercise of religion without sufficient justification.

116. InterVarsity's sincerely held religious beliefs compel them to affiliate with student chapters that have leaders who affirm InterVarsity's Statement of Faith.

117. SUNY Broome's policies burden InterVarsity's sincerely held religious beliefs by prohibiting them from selecting leaders who affirm InterVarsity's statement of faith.

118. Because of this burden, SUNY Broome's policies must face strict scrutiny. Defendants fail this scrutiny because their restriction on Plaintiffs' religious exercise does not serve a compelling government interest and is not tailored to any such interest by the least restrictive means available, for the reasons described above.

119. Defendants are persons within the meaning of 42 U.S.C. § 1983.

120. Plaintiffs seek on behalf of themselves and their members a declaration that SUNY Broome's actions violate the Free Exercise Clause and injunctive relief prohibiting future acts in violation of the Free Exercise Clause. Without such declaratory and injunctive relief, Plaintiffs and their members will continue to be irreparably harmed.

121. Plaintiffs further seek on behalf of themselves and their members compensatory damages, nominal damages, attorney fees, and costs of suit.

COUNT V

42 U.S.C. § 1983

Violation of the First Amendment to the U.S. Constitution

Free Exercise Clause

Not Generally Applicable – Comparable Conduct

122. Plaintiffs incorporate by reference all preceding paragraphs.

123. "[L]aws burdening religious practice must be" neutral and "of general applicability." *Church of the Lukumi Babalu Aye, Inc. v. City of Hialeah*, 508 U.S. 520, 542 (1993); *see also*

Fellowship of Christian Athletes v. San Jose Unified Sch. Dist. Bd. of Educ., 82 F.4th 664, 685 (9th Cir. 2023) (en banc).

124. A law is not generally applicable if it “treat[s] *any* comparable secular activity more favorably than religious exercise.” *Tandon v. Newsom*, 593 U.S. 61, 62 (2021); *see also Fulton v. City of Philadelphia*, 593 U.S. 522, 534 (2021). When a law or policy is not generally applicable, that “trigger[s] strict scrutiny.” *Tandon*, 593 U.S. at 62.

125. SUNY Broome relies on SUNY and New York non-discrimination policies to justify its bar on Plaintiffs’ leadership selection. Such non-discrimination law also governs other student groups, student activities, scholarships, or school programs.

126. On information and belief, these laws are not made equally applicable to or enforced against all SUNY student groups, student activities, scholarships, or school programs.

127. Plaintiffs do not restrict leadership based on any of the categories identified in the non-discrimination policy, other than religion.

128. By denying Plaintiffs recognition because of their alleged noncompliance with the non-discrimination policy while exempting secular groups, activities, scholarships, or programs that pose a similar or greater risk to its interests, SUNY Broome is “treat[ing] ... comparable secular activity more favorably than [InterVarsity’s] religious exercise.” *Id.* at 62.

129. That triggers strict scrutiny. Defendants fail this scrutiny because their restriction on Plaintiffs’ religious exercise does not serve a compelling government interest and is not tailored to any such interest by the least restrictive means available, for the reasons described above.

130. Defendants are persons within the meaning of 42 U.S.C. § 1983.

131. Plaintiffs seek on behalf of themselves and their members a declaration that SUNY Broome’s actions violate the Free Exercise Clause and injunctive relief prohibiting future acts in

violation of the Free Exercise Clause. Without such declaratory and injunctive relief, Plaintiffs and their members will continue to be irreparably harmed.

132. Plaintiffs further seek on behalf of themselves and their members compensatory damages, nominal damages, attorney fees, and costs of suit.

COUNT VI

42 U.S.C. § 1983

Violation of the First Amendment to the U.S. Constitution

Free Exercise Clause

Not Generally Applicable – Discretion

133. Plaintiffs incorporate by reference all preceding paragraphs.

134. “[L]aws burdening religious practice must be of general applicability.” *Lukumi*, 508 U.S. at 542. “[T]he mere existence of government discretion is enough to render a policy not generally applicable.” *Fellowship of Christian Athletes*, 82 F.4th at 685 (citing *Fulton*, 593 U.S. at 537).

135. SUNY Broome’s application of its non-discrimination policy is not generally applicable because, on information and belief, it reserves discretion to the college “to decide which reasons for not complying with the policy are worthy of solicitude.” *Fulton*, 593 U.S. at 537. The mere existence of such discretion “undermines the [college’s] contention that its ... policies can brook no departures.” *Id.* at 542. That triggers strict scrutiny. Defendants fail this scrutiny because their restriction on Plaintiffs’ religious exercise does not serve a compelling government interest and is not tailored to any such interest by the least restrictive means available, for the reasons described above.

136. Defendants are persons within the meaning of 42 U.S.C. § 1983.

137. Plaintiffs seek on behalf of themselves and their members a declaration that SUNY Broome’s actions violate the Free Exercise Clause and injunctive relief prohibiting future acts in

violation of the Free Exercise Clause. Without such declaratory and injunctive relief, Plaintiffs and their members will continue to be irreparably harmed.

138. Plaintiffs further seek on behalf of themselves and their members compensatory damages, nominal damages, attorney fees, and costs of suit.

COUNT VII

42 U.S.C. § 1983

Violation of the First Amendment to the U.S. Constitution

Free Speech Clause

Expressive Association

139. Plaintiffs incorporate by reference all preceding paragraphs.

140. “The First Amendment guarantees all Americans the rights to speak, worship, publish, assemble, and petition their government freely.” *First Choice Women’s Res. Ctrs., Inc. v. Davenport*, 146 S. Ct. 1114, 1122 (2026).

141. It has been “long understood” that “[e]ach of these rights ... necessarily carries with it ‘a corresponding right to associate with others.’” *Id.* (quoting *Ams. for Prosperity Found. v. Bonta*, 594 U.S. 595, 606 (2021)).

142. The government violates this freedom of association when it “den[ies] benefits to an organization based on its message, or punish[es] individuals for their affiliations.” *Id.*; *see also Christian Legal Soc’y v. Walker*, 453 F.3d 853, 861 (7th Cir. 2006) (cannot discriminate against a group by “impos[ing] penalties or withhold[ing] benefits from individuals because” they associate for religious reasons).

143. Plaintiffs are expressive associations. They engage in expression and expressive activities together. Their activities and organization are a witness of their members’ faith and thus inherently expressive.

144. SUNY Broome's actions burden Plaintiffs' expression. Compelling Plaintiffs to accept leaders who do not share their religious beliefs would force them to associate with and promote a message with which they disagree and which runs contrary to the expressive purposes for which they were created and operate.

145. This burden on expression is not narrowly tailored to a compelling governmental interest, for the reasons explained above.

146. Defendants' actions thus violate the right of expressive association as secured by the First Amendment of the United States Constitution to Plaintiffs and their members.

147. Defendants are persons within the meaning of 42 U.S.C. § 1983.

148. Plaintiffs seek on behalf of themselves and their members a declaration that SUNY Broome's actions violate the Free Speech Clause and injunctive relief prohibiting future acts in violation of the Free Speech Clause. Without such declaratory and injunctive relief, Plaintiffs and their members will continue to be irreparably harmed.

149. Plaintiffs further seek on behalf of themselves and their members compensatory damages, nominal damages, attorney fees, and costs of suit.

COUNT VIII

42 U.S.C. § 1983

Violation of the First Amendment to the U.S. Constitution

Free Speech Clause

Compelled Speech

150. Plaintiffs incorporate by reference all preceding paragraphs.

151. "If there is any fixed star in our constitutional constellation, it is that no official, high or petty, can prescribe what shall be orthodox in politics, nationalism, religion, or other matters of opinion or force citizens to confess by word or act their faith therein." *W. Va. State Bd. of Educ. v. Barnette*, 319 U.S. 624, 642 (1943).

152. For that reason, the government cannot “coerce an individual to speak contrary to her beliefs on a significant issue of personal conviction, all in order to eliminate ideas that differ from its own.” *303 Creative LLC v. Elenis*, 600 U.S. 570, 598 (2023).

153. Applying SUNY Broome’s non-discrimination policy to Plaintiffs would force Plaintiffs to accept leaders who do not share InterVarsity’s faith and allow those leaders to teach Bible studies, lead outreach activities, and carry the group’s message.

154. This forced inclusion of leaders who may not share InterVarsity’s religious beliefs and mission would undermine Plaintiffs’ religious expression.

155. SUNY Broome’s actions would thus burden Plaintiffs’ right to be free from compelled speech as secured to them by the First Amendment of the United States Constitution.

156. This burden on Plaintiffs’ speech is not narrowly tailored to a compelling governmental interest, for the reasons explained above.

157. Defendants are persons within the meaning of 42 U.S.C. § 1983.

158. Plaintiffs seek on behalf of themselves and their members a declaration that SUNY Broome’s actions violate the Free Speech Clause and injunctive relief prohibiting future acts in violation of the Free Speech Clause. Without such declaratory and injunctive relief, Plaintiffs and their members will continue to be irreparably harmed.

159. Plaintiffs further seek on behalf of themselves and their members compensatory damages, nominal damages, attorney fees, and costs of suit.

COUNT IX

42 U.S.C. §1983

Violation of the First Amendment to the U.S. Constitution

Free Speech Clause

Unlawful Discrimination

160. Plaintiffs incorporate by reference all preceding paragraphs.

161. When, as here, the government creates a limited public forum, “some content- and speaker-based restrictions may be allowed.” *Matal v. Tam*, 582 U.S. 218, 243 (2017).

162. But even in a limited public forum, the government can never “discriminate against speech on the basis of its viewpoint,” or otherwise “exclude speech where [doing so] is not reasonable in light of the purpose served by the forum.” *Rosenberger v. Rector & Visitors of the Univ. of Va.*, 515 U.S. 819, 829 (1995) (cleaned up). Here, SUNY Broome’s policy violates both commands.

163. First, on information and belief, SUNY Broome is selectively enforcing its non-discrimination policy to penalize Plaintiffs because of their religious viewpoint. Governmental efforts to regulate speech based on the “specific motivating ideology or the opinion or perspective of the speaker” is a “blatant” and “egregious” form of impermissible speech restriction. *Id.*

164. Second, SUNY Broome’s exclusion of InterVarsity is also unreasonable because it undermines SUNY Broome’s entire purpose for allowing student groups, which is “to help students feel at home in an environment that may otherwise feel foreign or intimidating.” But part of finding a home in a new environment requires that students be able to gather with other likeminded students, which is something they can’t do if student groups are required to hide their interests or beliefs. And it is “hardly a leap of logic” that student groups formed around certain interests and beliefs—especially religious ones—cannot survive without leaders who agree with and promote those interests and beliefs. *Fellowship of Christian Athletes*, 82 F.4th at 689.

165. This discriminatory burden on Plaintiffs’ viewpoint and expression is not narrowly tailored to a compelling governmental interest, for the reasons explained above.

166. Defendants are persons within the meaning of 42 U.S.C. § 1983.

167. Plaintiffs seek on behalf of themselves and their members a declaration that SUNY Broome's actions violate the Free Speech Clause and injunctive relief prohibiting future acts in violation of the Free Speech Clause. Without such declaratory and injunctive relief, Plaintiffs and their members will continue to be irreparably harmed.

168. Plaintiffs further seek on behalf of themselves and their members compensatory damages, nominal damages, attorney fees, and costs of suit.

COUNT X

42 U.S.C. § 1983

**Violation of the First Amendment to the U.S. Constitution
Assembly Clause**

169. Plaintiffs incorporate by reference all preceding paragraphs.

170. By denying Plaintiffs recognized student group status because of their religious beliefs, SUNY Broome infringes on InterVarsity's First Amendment right "peaceably to assemble" to engage in otherwise lawful religious worship and speech activities with persons of their choosing. *See Thomas v. Collins*, 323 U.S. 516, 530-40 (1945); *see also Wayne State Univ.*, 534 F. Supp. 3d at 827.

171. SUNY Broome allows other student groups with a wide variety of ideological tenets and a wide variety of restrictions on membership and leadership to SUNY Broome's resources to assemble on campus.

172. Without recognized student group status, Plaintiffs are denied important SUNY Broome resources to meet, share InterVarsity's message, and grow its membership that are available to all other student groups.

173. Defendants are persons within the meaning of 42 U.S.C. § 1983.

174. Plaintiffs seek on behalf of themselves and their members a declaration that SUNY Broome's actions violate the Assembly Clause and injunctive relief prohibiting future acts in

violation of the Assembly Clause. Without such declaratory and injunctive relief, Plaintiffs and their members will continue to be irreparably harmed.

175. Plaintiffs further seek on behalf of themselves and their members compensatory damages, nominal damages, attorney fees, and costs of suit.

COUNT XI

42 U.S.C. § 1983

**Violation of the Fourteenth Amendment to the U.S. Constitution
Equal Protection**

176. Plaintiffs incorporate by reference all preceding paragraphs.

177. The Equal Protection Clause prohibits discrimination on the basis of religion.

178. On information and belief, other student organizations with membership and leadership qualifications are allowed to obtain and maintain recognized status.

179. Defendants' actions penalize Plaintiffs because of their religious beliefs by denying Plaintiffs access to recognized status while allowing student groups with leadership and membership qualifications to obtain and maintain recognized status.

180. SUNY Broome's preference against Plaintiffs' religious beliefs violates the Equal Protection Clause of the Fourteenth Amendment to the United States Constitution.

181. Defendants' actions are not narrowly tailored to any compelling governmental interest, as explained above.

182. Defendants are persons within the meaning of 42 U.S.C. § 1983.

183. Plaintiffs seek on behalf of themselves and their members a declaration that SUNY Broome's actions violate the Equal Protection Clause and injunctive relief prohibiting future acts in violation of the Equal Protection Clause. Without such declaratory and injunctive relief, Plaintiffs and their members will continue to be irreparably harmed.

184. Plaintiffs further seek on behalf of themselves and their members compensatory damages, nominal damages, attorney fees, and costs of suit.

COUNT XII

**N.Y. Executive Law § 296(4)
Violation of New York State Human Rights Law
Prohibition on Discrimination in Educational Institutions**

185. Plaintiffs incorporate by reference all preceding paragraphs.

186. New York’s Human Rights Law, codified at Executive Law § 296(4), makes it “an unlawful discriminatory practice for an educational institution to deny the use of its facilities to any person otherwise qualified, or to permit the harassment of any student or applicant, by reason of his ... religion.”

187. InterVarsity and InterVarsity Broome alike fall within the New York State Human Rights Law’s definition of a person. *See* N.Y. Exec. Law § 292(1) (“term ‘person’ includes one or more individuals, partnerships, associations,” among others).

188. The term “educational institution” includes “any public school, including any school district, board of cooperative educational services, public college or public university.” N.Y. Exec. Law § 292(40). SUNY Broome Community College is a public college within the meaning of New York Executive Law § 292(40)(c).

189. By banning InterVarsity Broome from access to official recognition as a student club, SUNY Broome denied InterVarsity the use of school facilities, including the ability to reserve campus space and schedule meetings through Student Activities as a recognized student club.

190. This was done “by reason of” Plaintiffs’ religious natures as Christian organizations, specifically on account of their religious belief that InterVarsity chapter leaders must affirm InterVarsity’s statement of faith.

191. Plaintiffs seek on behalf of themselves and their members a declaration that SUNY Broome’s actions violate the New York State Human Rights Law and injunctive relief prohibiting future acts in violation of the New York State Human Rights Law. Without such declaratory and injunctive relief, Plaintiffs and their members will continue to be irreparably harmed.

192. Plaintiffs further seek on behalf of themselves and their members compensatory damages, nominal damages, attorney fees, and costs of suit.

COUNT XIII

N.Y. Constitution Art. 1, § 3 Violation of the New York Constitution’s Bill of Rights Free Exercise of Religion

193. Plaintiffs incorporate by reference all preceding paragraphs.

194. Article I, Section 3 of the New York Constitution provides that “[t]he free exercise and enjoyment of religious profession and worship, without discrimination or preference, shall forever be allowed in this state to all humankind.”

195. In *Catholic Charities of the Diocese of Albany v. Serio*, the New York Court of Appeals declined to import the Supreme Court’s “inflexible rule of [*Employment Division v.*] *Smith*.” 859 N.E.2d 459, 466 (N.Y. 2006). Instead, it held that under Article I, § 3 of the New York Constitution, a neutral and generally applicable regulation that incidentally burdens religious exercise is evaluated by balancing the state’s interest against the burden on religious practice, and that the party claiming an exemption bears the burden of showing that the challenged legislation, as applied to that party, is an unreasonable interference with religious freedom. *Id.* This test is “more protective of religious exercise than the rule of *Smith*.” *Id.*

196. By declining to recognize InterVarsity Broome as a student group, Defendants denied Plaintiffs access to valuable benefits ordinarily granted to other recognized student groups by SUNY Broome.

197. This was done to prevent Plaintiffs’ “free exercise and enjoyment of religious profession and worship”—namely by forcing Plaintiffs to choose between maintaining their beliefs, including their beliefs concerning the composition and standards of religious student leadership, and receiving the benefits of recognition as an official student group.

198. Plaintiffs seek on behalf of themselves and their members a declaration that SUNY Broome’s actions violate the New York Constitution’s Free Exercise Clause and injunctive relief prohibiting future acts in violation of the New York Constitution’s Free Exercise Clause. Without such declaratory and injunctive relief, Plaintiffs and their members will continue to be irreparably harmed.

199. Plaintiffs further seek on behalf of themselves and their members attorney fees and costs of suit.

COUNT XIV

N.Y. Constitution Art. 1, § 8 Violation of the New York Constitution’s Bill of Rights Freedom of Speech

200. Plaintiffs incorporate by reference all preceding paragraphs.

201. Article I, Section 8 of the New York Constitution provides that “[e]very citizen may freely speak ... on all subjects ... and no law shall be passed to restrain or abridge the liberty of speech.”

202. By declining to recognize InterVarsity Broome as a student group, Defendants denied Plaintiffs access to valuable benefits ordinarily granted to other recognized student groups by SUNY Broome.

203. In doing so, Defendants unlawfully penalized Plaintiffs for their speech.

204. Plaintiffs seek on behalf of themselves and their members a declaration that SUNY Broome's actions violate the New York Constitution's Free Speech Clause and injunctive relief prohibiting future acts in violation of the New York Constitution's Free Speech Clause. Without such declaratory and injunctive relief, Plaintiffs and their members will continue to be irreparably harmed.

205. Plaintiffs further seek on behalf of themselves and their members attorney fees and costs of suit.

PRAYER FOR RELIEF

Wherefore, Plaintiffs respectfully request that the Court:

- a. Declare that the First and Fourteenth Amendments to the United States Constitution, the New York Constitution, and the New York State Human Rights Law require Defendants to stop barring Plaintiffs from freely selecting leaders who sincerely agree with Plaintiffs' faith as a condition of obtaining officially recognized status;
- b. Declare that the First Amendment to the United States Constitution and New York law protect Plaintiffs' right to select religious leaders who share its faith, without government interference;
- c. Declare that SUNY Broome's policies and New York state law may not be applied to Plaintiffs in a manner that violates their rights under the United States Constitution;
- d. Issue a preliminary and permanent injunction prohibiting SUNY Broome from barring Plaintiffs' religious practice of selecting religious leaders who share their faith;
- e. Award Plaintiffs nominal damages for the loss of their rights as protected by the United States and New York constitutions;
- f. Award Plaintiffs actual damages for the costs it has incurred as a result of Defendants' unlawful actions;
- g. Award Plaintiffs the costs of this action and reasonable attorney fees; and
- h. Award such other and further relief as the Court deems equitable and just.

JURY DEMAND

Plaintiffs request a trial by jury on all issues so triable.

Respectfully submitted this 21st day of August, 2026.

/s/ Mark R. Rienzi
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**Pro hac vice* application
forthcoming

Attorneys for Plaintiffs