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**UNITED STATES DISTRICT COURT  
DISTRICT OF IDAHO**

**DONALD KNAPP; EVELYN KNAPP;  
HITCHING POST WEDDINGS, LLC,**

v.

Plaintiff,

Case No. 2:14-CV-00441-REB

**PLAINTIFFS' FIRST AMENDED  
VERIFIED COMPLAINT**

**CITY OF COEUR D'ALENE,**

Defendant.

**NATURE OF THIS ACTION**

1. This case is about the City of Coeur d'Alene unconstitutionally coercing two Christian ministers, Donald and Evelyn Knapp, to perform same-sex wedding ceremonies at The Hitching Post Wedding Chapel in violation of their personal religious beliefs, their ordination vows, and their consciences.

2. Coeur d'Alene does so by imposing a Hobson's choice on the Knapps through City Ordinance §9.56, which bars sexual orientation discrimination in public accommodations: the Knapps can either violate their religious convictions and ministerial vows by performing same-sex wedding ceremonies or follow their religious convictions and vows by declining to perform same-sex ceremonies and face up to 180 days in jail and up to \$1,000 in fines for each violation.

3. The Knapps publicly announced in May 2014 that they could not perform same-sex marriage ceremonies at The Hitching Post because of their religious beliefs.

4. They did so in response to media questioning after the Idaho district court ruled that Idaho's laws stating that marriage is a union between a man and a woman were unconstitutional.

5. From May 2014 to October 2014, the City privately and publicly threatened to apply Ordinance §9.56 to the Knapps if same-sex marriage became legal in Idaho and the Knapps declined to perform a same-sex wedding ceremony at The Hitching Post Wedding Chapel.

6. In May 2014, after the Idaho district court invalidated the State's marriage laws, City Attorney Warren Wilson publicly stated that for-profit wedding chapels would violate Ordinance §9.56 if they declined to perform same-sex wedding ceremonies.

7. Mr. Wilson publicly and specifically named The Hitching Post as a wedding chapel that would be in violation of the law if it declined to perform same-sex wedding ceremonies.

8. Mr. Knapp read Mr. Wilson's public statements in media reports and became deeply concerned.

9. Mr. Knapp called the Coeur d'Alene City Attorney's Office on approximately May 20, 2014.

10. Mr. Knapp talked to Wilson, the City attorney quoted in the media reports.

11. Mr. Knapp said he was a minister and served at The Hitching Post.

12. Mr. Knapp asked Wilson if the Coeur d'Alene anti-discrimination ordinance required Knapp and The Hitching Post to perform same-sex wedding ceremonies.

13. Mr. Knapp also asked if he was exempt from the ordinance since he was an ordained minister.

14. Wilson responded that Mr. Knapp would have to perform same-sex wedding ceremonies because of the Coeur d'Alene ordinance.

15. Wilson also responded that Mr. Knapp was not exempt from the ordinance because the Hitching Post was a business and not a church.

16. Mr. Knapp asked what would happen if he refused to perform the same-sex wedding ceremonies.

17. Mr. Knapp did not ask about the penalty for violating the ordinance in general, but asked specifically about what would happen to him if he and the Hitching Post refused to perform same-sex wedding ceremonies.

18. Wilson responded that Mr. Knapp could be fined up to \$1,000 and serve up to 180 days in jail.

19. During the conversation between Mr. Knapp and Wilson, Wilson conveyed that he knew what the Hitching Post was and was familiar with the Hitching Post's services.

20. Mr. Knapp was deeply concerned at the prospect of having to forgo his religious beliefs or suffer fines and jail time. So Mr. Knapp wanted to make sure the city ordinance required him to do what the ordinance and the officials said.

21. Approximately a month after the May 20, 2014 telephone call, Mr. Knapp again called the Coeur d'Alene City Attorney's Office.

22. This time, Mr. Knapp talked to either Deputy City Attorney Wilson or City Attorney Michael Gridley.

23. Mr. Knapp said he was a minister and served at the Hitching Post.

24. Mr. Knapp asked if the Coeur d'Alene anti-discrimination ordinance required him and the Hitching Post to perform same-sex wedding ceremonies.

25. Wilson or Gridley responded that the Coeur d'Alene ordinance required Mr. Knapp to perform same-sex wedding ceremonies and that Mr. Knapp was not exempt from this requirement.

26. During this conversation, the city official conveyed that he knew what the Hitching Post was and was familiar with the Hitching Post's services.

27. During the two conversations between Mr. Knapp and city officials, the city officials made clear to Mr. Knapp that the anti-discrimination ordinance applied to him and to the Hitching Post and that the ordinance required Mr. Knapp and the Hitching Post to perform same-sex ceremonies.

28. After Mr. Knapp's two conversations with the City Attorney's office, Mr. and Mrs. Knapp became deeply concerned and fearful that they would be arrested and prosecuted if they declined to perform same-sex wedding ceremonies.

29. Mr. Knapp has experienced severe stress and anxiety on account of his fear of being arrested and prosecuted by the City.

30. His fear and anxiety has been so great that it has resulted in him being unable to sleep on many nights.

31. The City's threat became a reality for the Knapps when the United States Court of Appeals for the Ninth Circuit invalidated Idaho's marriage laws and legalized same-sex marriage in Idaho on October 7, 2014, thereby allowing Idaho county clerks to begin issuing same-sex marriage licenses on October 15, 2014.

32. Based on the City's threats to enforce Ordinance §9.56 specifically against the Knapps, they closed their business for several days after same-sex marriage became legal in Idaho so that they would not be in violation of the Ordinance, and be subject to arrest and prosecution.

33. The Knapps lost revenue as a result of being closed on those days.

34. One day after reopening, the Knapps received a request to perform a same-sex wedding ceremony and declined to do so on the basis of their sincerely held religious beliefs, putting them in direct violation of Ordinance §9.56.

35. Accordingly, the Plaintiffs immediately filed this lawsuit to prevent the City from enforcing Ordinance §9.56 against them.

36. Prior to the filing of this lawsuit, the City consistently interpreted Ordinance §9.56's exemption for “[r]eligious corporations, associations, educational institutions, or societies” to apply solely to non-profit, religious organizations.

37. The Hitching Post has always been, was at the time of the filing this lawsuit, and still is, a for-profit corporation.

38. After the filing of this lawsuit, the City confirmed in a letter to Plaintiffs' counsel dated October 20, 2014, that Ordinance §9.56 applies to for-profit business, like The Hitching Post.

39. A true and correct copy of this letter is attached as Exhibit 1.

40. In this letter, the City affirmed four times that Ordinance §9.56 applies to for-profit entities and not to non-profit entities:

- “If they [the Knapps] are truly operating **a not-for-profit religious corporation** they would be specifically exempted from the City’s anti-discrimination ordinance...” (emphasis added);
- “If they are operating as a legitimate **not-for-profit religious corporation** then they are exempt from the ordinance **like any other church or religious organization.**” (emphasis added);
- “On the other hand, if they are providing services **primarily or substantially for profit** and they discriminate in providing those services based on sexual orientation then they would likely be in violation of the ordinance.” (emphasis added);

- “**I want to be clear** that absent a change in the City’s anti-discrimination ordinance or other applicable state or federal law, the City will not prosecute **legitimate, nonprofit religious corporations, associations, educational institutions, or societies....**” (emphasis added).

41. After the suit was filed and the City’s October 20, 2014 letter was sent, the City came under intense public scrutiny and criticism by national and local media and citizens.

42. Because of the filing of this lawsuit and the intense public scrutiny and criticism that followed, the City for the first time announced that The Hitching Post would be exempted from Ordinance §9.56 on October 23, 2014.

43. The City’s post-litigation exemption of Plaintiffs from Ordinance §9.56 is nothing more than a litigation tactic, is not binding on the City, and could be revoked at any time for any reason.

44. Only an order from this Court will remedy the City’s violation of the Plaintiffs’ constitutional rights and prevent the City from enforcing Ordinance §9.56 against the Knapps, and other similarly-situated religious business owners, in a manner that violates their constitutionally-protected rights in the future.

45. The First Amendment does not allow the government to force regular citizens or religious corporations much less ordained ministers to choose between suffering escalating fines and jail time for following their religious beliefs and ordination vows or forsaking their religious beliefs and ordination vows and perform same-sex wedding ceremonies. But that is exactly the choice City Ordinance §9.56 required, and is still requiring, the Knapps to make. For these reasons, the Knapps and Hitching Post Weddings, LLC ask this Court to award them compensatory damages for the days they were forced to close due to the City’s threats to enforce

Ordinance §9.56 against them, and to enjoin the Ordinance and declare it unconstitutional as applied to them because this application violates the Free Speech Clause, the Free Exercise Clause, the Equal Protection Clause, the Due Process Clause, and Idaho's Free Exercise of Religion Protected Act.

#### **JURISDICTION AND VENUE**

46. This civil rights action raises federal questions under the United States Constitution, particularly the First and Fourteenth Amendments, and the Civil Rights Act of 1871, 42 U.S.C. § 1983.

47. This action also raises claims under state law, particularly the Idaho Free Exercise of Religion Protected Act (FERPA), Idaho Code § 73–401 et seq.

48. This Court has original jurisdiction over the federal claims under 28 U.S.C. §§ 1331 and 1343 and has supplemental jurisdiction over the state claims under 28 U.S.C. §1367.

49. This Court has authority to award the requested damages under 28 U.S.C. § 1343 and Idaho Code. § 73-402(4); the requested declaratory relief under 28 U.S.C. §§ 2201-02 and Idaho Code. § 73-402(4); the requested injunctive relief under 28 U.S.C. § 1343, Fed. R. Civ. P. 65, and Idaho Code. § 73-402(4); and costs and attorneys' fees under 42 U.S.C. § 1988 and Idaho Code. § 73-402(4).

50. Venue is proper in this district under 28 U.S.C. § 1391(b) because the Defendants reside in this district and/or all of the acts described in this Complaint occurred in this district.

#### **PLAINTIFFS**

51. Plaintiff Donald Knapp is a Christian and an ordained minister with the International Church of the Foursquare Gospel.

52. Mr. Knapp is a resident and citizen of the state of Idaho and is married to his wife Evelyn Knapp.

53. Mr. Knapp is also one of the two members (“member” is the formal name for an owner of an LLC) of Hitching Post Weddings, LLC.

54. Plaintiff Evelyn Knapp is a Christian and an ordained minister with the International Church of the Foursquare Gospel.

55. Mrs. Knapp is a resident and citizen of the state of Idaho and is married to Mr. Knapp.

56. Mrs. Knapp is the other member of Hitching Post Weddings, LLC.

57. Plaintiff Hitching Post Weddings is a limited liability company organized under Idaho law, with its principal place of business at 524 Government Way, Coeur d'Alene, Idaho.

58. Hitching Post Weddings, LLC's operating agreement explains the company's religious character and purpose:

The Hitching Post is a religious corporation owned solely by ordained ministers of the Christian religion who operate this entity as an extension of their sincerely held religious beliefs and in accordance with their vows taken as Christian ministers. The purpose of the Hitching Post is to help people create, celebrate, and build lifetime, monogamous, one-man-one-woman marriages as defined by the Holy Bible.

#### **DEFENDANT**

59. Defendant City of Coeur d'Alene is a municipal corporation authorized under state law to sue and be sued. *See* Idaho Code § 50–101 et seq.

60. Coeur d'Alene is responsible for passing and enforcing its ordinances, including City Ordinance §9.56.

## **FACTUAL BACKGROUND**

### The Knapps come to faith 60 years ago

61. In September 1952 at a small, International Church of the Foursquare Gospel church in Oregon City, Oregon, a teacher summarized the good news about Jesus to a room full of young children. The teacher then prayed and released the children to report to their parents. Donald Knapp was in the room that day. He began to follow Jesus at the age of six.

62. Mr. Knapp immediately reported his new commitment to his mother, who had faithfully brought him to the church since his birth.

63. As far back as he can remember, Mr. Knapp has followed Jesus.

64. As far back as he can remember, Mr. Knapp attended a Foursquare Church.

65. Mrs. Knapp began to follow Jesus in 1953 in Martinez, California. She was five years old.

66. She started attending a Foursquare Church a few years later in Downey, California and has continued to do so ever since.

67. The Knapps eventually crossed paths in Los Angeles at LIFE (Lighthouse of International Foursquare Evangelism) Bible College, the flagship college for ministers, missionaries and teachers of the Foursquare Church.

### The Knapps begin life together at a wedding chapel

68. Mr. Knapp enrolled at LIFE Bible in 1964.

69. A year later, Mr. Knapp attended a revival meeting at a church near campus, and during a time of prayer there Mr. Knapp felt God call him to formal ministry. From that point forward, Mr. Knapp pursued his calling to be a minister in the Foursquare Church.

70. That same year, Mrs. Knapp came to LIFE Bible and met Mr. Knapp for the first time.

71. Four months after their first date, on a scenic excursion to Wayfarer's Chapel, Mr. Knapp proposed to Mrs. Knapp. She accepted, and they were married at a Foursquare church on August 5, 1967. They have been married over 47 years.

72. Mr. Knapp then graduated from LIFE Bible in June 1968 with a degree in theology. By graduating from LIFE Bible, Mr. Knapp received his license to be a minister in the Foursquare Church.

The Knapps minister throughout Pacific Northwest

73. Mr. Knapp then put that license to use, and he and Mrs. Knapp moved to Prineville, Oregon where Mr. Knapp pastored his first church: Prineville Foursquare Church.

74. For the next thirteen years, the Knapps served numerous Foursquare Churches in the northwest area:

- 1968-70: Prineville Foursquare Church in Prineville, Oregon
- 1970-72: The Valley Foursquare Church in Millwood, Washington
- 1972-77: Coeur d'Alene Foursquare Church in Coeur d'Alene, Idaho
- 1977-80: New Life Christian Center Church in Spokane Valley, Washington

75. At each stop, Mr. Knapp served as lead pastor or assistant pastor. He even founded New Life Christian Center Church.

76. And early in his pastoral career, Mr. Knapp received his ordination from the Foursquare Church after he had served enough time in a local church to qualify for ordination.

77. The Foursquare Church ordained Mr. Knapp in February of 1970.

78. Before and after he was ordained, Mr. Knapp performed typical pastoral duties for his churches, preaching, speaking at funerals, teaching Sunday school, counseling church members, baptizing new believers, administering communion, and officiating weddings.

79. Mr. Knapp officiated his first wedding in 1969.

80. At each church on their journey, Mrs. Knapp served alongside Mr. Knapp, volunteering in any capacity she could to support her husband and the church.

81. For example, Mrs. Knapp taught Sunday school, counseled church members, led Bible study groups, and played the piano.

82. A few years later, Mrs. Knapp sought ordination because she had served in churches beside Mr. Knapp for so long.

83. The Foursquare Church ordained Mrs. Knapp in May 1978.

84. In 1980, the Knapps finally came to the church they still attend today: Life Center Foursquare Church in Spokane. Mr. Knapp served as an assisting pastor for this church, and Mrs. Knapp volunteered like she did before.

85. But the scope of their ministry expanded when the Knapps received an offer from a member of their former church: an offer to buy the Hitching Post.

#### The Knapps begin Hitching Post Chapel ministry

86. Mr. Knapp first learned about the Hitching Post Chapel around 1975 from a member of his Coeur d'Alene church, John Green. Green worked at the Hitching Post and eventually purchased it.

87. But Mr. Knapp did not begin to work at the Hitching Post Chapel until 1987. At that time, a former minister of the Coeur d'Alene Foursquare Church was officiating weddings at

the Hitching Post Chapel seven days a week. This was too much for him. So he called his friend Mr. Knapp and asked for help.

88. The request intrigued Mr. Knapp. Mr. Knapp not only needed extra income, he thought the experience would be a perfect way to use his talents and ministerial experience to bless others.

89. So Mr. Knapp agreed and began working and officiating weddings at the Hitching Post Chapel one day a week starting in fall 1987.

90. Mr. Knapp continued to work at the Hitching Post Chapel in this capacity for one and a half years.

91. Then in 1988, John Green offered to sell the Hitching Post to the Knapps because Green had fallen into some financial troubles.

92. The prospect of owning a small business both excited and scared the Knapps. So they prayed long and hard about the offer. And God answered their prayers. The Knapps became convinced that God had opened a door for them to pursue this new opportunity and had called them to minister in this new venue.

93. Indeed, the Knapps decided to go forward because the Hitching Post allowed them to serve people in a pastoral role just as they served in pastoral roles in their church. The Knapps viewed their wedding services at the Hitching Post as their ministry, as an opportunity to touch lives and to speak the good news about God, about God's love, and about the meaning of marriage to a whole new category of people.

94. So the Knapps bought the Hitching Post business and name from Green in 1989 and began leasing the Hitching Post Wedding Chapel that same year.

Knapps form for-profit corporation in Washington

95. For their newly acquired business, the Knapps created a new corporation in Washington State.

96. The Knapps named this corporation D.L.K. Enterprises, Inc. The corporation did business as the Hitching Post.

97. The Knapps incorporated D.L.K. Enterprises, Inc. D/B/A the Hitching Post as a “profit corporation” under Washington law. See <http://www.sos.wa.gov/corps/ProfitCorporationsOnlineandPaperRegistration.aspx>.

98. Washington State recognizes the following corporate forms: a sole proprietorship, a general partnership, a profit corporation, a limited liability company (LLC), a nonprofit corporation, a limited partnership (LP); and a limited liability partnership (LLP). See [http://www.sos.wa.gov/corps/registration\\_structures.aspx](http://www.sos.wa.gov/corps/registration_structures.aspx) (outlining business structures allowed in Washington).

99. Washington does not recognize a “religious corporation” as an official corporate structure.

100. According to Washington law, every corporation incorporated under Title 23B of the Revised Code of Washington “has the purpose of engaging in any lawful business unless a more limited purpose is set forth in the articles of incorporation.” Wash. Rev. Code § 23B.03.010.

101. The Knapps also elected to file their federal and Idaho tax returns for D.L.K. Enterprises, Inc. D/B/A the Hitching Post as an S Corporation.

The Hitching Post Chapel: 95 years of weddings

102. The Hitching Post hosted weddings long before the Knapps bought it.

103. Upon information and belief, The Hitching Post opened its doors and began hosting weddings in the Coeur d'Alene area as far back as 1919.

104. In those days, the justice of the peace would select a location for his office and that location became known as the Hitching Post. Eventually, the government dissolved the justice of the peace position, and ministers stepped in to officiate weddings at the Hitching Post.

105. The Hitching Post moved to its current location sometime in the 1950s.

106. This current location is 524 N Government Way, Coeur d'Alene, Idaho.

107. In this location, the Hitching Post Chapel is approximately 300 feet from the Kootenai County Clerk's office.

108. The Hitching Post Chapel and the Kootenai County Clerk's office are located on the same street.

109. The Kootenai County Clerk's office issues marriage licenses.

110. A person can walk from the Kootenai County Clerk's office to the Hitching Post Chapel in roughly 1 minute.

111. Couples often do precisely this. They get their marriage license from the Kootenai County Clerk's office and walk across the street to wed at the Hitching Post Chapel.

112. Because the Clerk's office is so close by, the Hitching Post Chapel is a very convenient and popular spot for couples wanting a wedding service.

113. Roughly 50% of Hitching Post customers come to the Hitching Post Chapel on the same day they receive their marriage license from the Kootenai County Clerk's office.

I believe in God the Father Almighty: the Knapps affirm the Bible on marriage

114. The Knapps are evangelical Christians who hold to historic Christian beliefs.

115. For example, the Knapps believe that God has revealed His will in the Bible, that all people have violated God's commands, and that all people need forgiveness offered through God's Son, Jesus Christ.

116. The Knapps also hold to the church's historic view on marriage, sexual desire, and sexual activity.

117. Specifically, the Knapps believe that God created two distinct genders in His image, that God ordained marriage to be between one man and one woman, and that God intends for all sexual activity to occur within this one-man-one-woman marriage covenant.

118. As a corollary to these beliefs and because of statements in the Bible addressing this topic, the Knapps believe that all sexual acts outside and contrary to a one-man-one-woman marriage covenant are contrary to God's will, including fornication, homosexual acts, and polygamy.

119. Likewise, the Knapps believe that Christian ministers perform and participate in a religious ceremony when they officiate a wedding.

120. As Christian ministers, when the Knapps officiate at weddings, they publicly bless, promote, pray for, and endorse those marriages. They also convey religious messages about those marriages and ceremonially initiate those marriages.

121. For this reason, the Knapps cannot officiate a same-sex wedding or commitment ceremony without violating their religious beliefs, promoting activities contrary to their religious beliefs, and expressing messages contradicting their religious beliefs.

122. Because the Knapps cannot perform same-sex wedding ceremonies and comply with their personal religious beliefs, they have always operated their wedding business in

accordance with these religious beliefs by consistently declining to perform same-sex wedding ceremonies.

123. While the Knapps believe all forms of sexual immorality are contrary to God's will, they also believe that all people are created in God's image, and therefore all people deserve to be treated with dignity and respect.

124. Likewise, the Knapps believe Jesus commanded Christians to love their neighbors.

125. Accordingly, the Knapps exhibit love toward every person they meet and treat them with dignity and respect, regardless of who they are, regardless of their sexual orientation, and regardless of whether they act in ways the Knapps consider contrary to God's word.

126. The Knapps also hold a Christian view of vocation and work.

127. Specifically, the Knapps believe that they should honor God in all aspects of their lives, including their work, and that they should seek to serve God and their neighbors through their vocation.

128. As a result, the Knapps exhibit love toward every person they encounter while they work and they treat them with dignity and respect.

I believe in the Holy Catholic Church: the Knapps affirm the Church on marriage

129. As ordained ministers in the International Church of the Foursquare Gospel, the Knapps have affirmed their agreement with the Church's religious beliefs.

130. The following documents identify and explain the beliefs of the Foursquare Church: the Foursquare Creedal Statement, the Foursquare Declaration of Faith, and the Corporate Bylaws of the International Church of the Foursquare Gospel.

131. The Foursquare Church also issues a Handbook for the Operation of Foursquare Churches that contains regulations about ordination for Foursquare ministers.

132. According to the Foursquare Corporate Bylaws, the Board of Directors may revoke the credentials of a Foursquare minister on the following grounds:

- Heresy
- Willful failure or refusal to comply with the provisions of the “Declaration of Faith,” the Articles, or these Bylaws as applicable to the minister’s place of appointment or service

Bylaws §12.2.5.

133. These Bylaws also require persons do the following to be entitled to membership in a Foursquare Church:

- Subscribe and adhere to the “Declaration of Faith,” compiled by Aimee Semple McPherson.
- Agree to comply with the Articles and these Bylaws.

Bylaws §13.6.1.

134. Church membership can be revoked for the following reasons:

- Refusal to adhere to the “Declaration of Faith,” or to comply with the provisions of the Articles or these Bylaws
- Willful unchristian or unscriptural conduct.

Bylaws §13.6.7.

135. These Bylaws later specify: “Marriage is a biblical covenant relationship between a man and a woman established initially by God.... High standards of marriage are very essential to the individual, to the family, and to the cause of Christ.” Bylaws §13.6.8.

136. The Bylaws also require Foursquare pastors to “[e]vangelize the community, strive for the salvation of souls, edify the church, and build up Christian life throughout the

church by preaching, teaching, conducting services, and administering ordinances, including marriage only between a man and a woman.” Bylaws §14.4.

137. At the end of the Bylaws is an appendix entitled “Minister’s Code of Ethics.” This code requires Foursquare ministers to affirm the following:

- As an ordained or licensed minister or Christian worker, I subscribe in full to the contents of the “Declaration of Faith,” compiled by Aimee Semple McPherson, Founder of the International Church of the Foursquare Gospel.
- I declare myself in harmony with and bind myself to the objects, purposes and provisions of the Articles of Incorporation and bylaws of the International Church of the Foursquare Gospel.
- I agree that I am obligated by my divine call as a Christian and as a minister of the Gospel of Jesus Christ to abide by, in ministry and life, the biblical standards of integrity and morality to which all Christian leadership is accountable.
- I agree to comply with the foundational principles, processes and procedures of the International Church of the Foursquare Gospel, as set forth in the following Board approved documents: “The Declaration of Faith,” “Articles of Incorporation and bylaws of the International Church of the Foursquare Gospel.” I will exhort my fellow Foursquare ministers to uphold the principles of a holy life and to adhere to the foundational principles, processes and procedures of the International Church of the Foursquare Gospel.

138. Ministers of the Foursquare Church must subscribe and adhere to this Code of Ethics as “a prerequisite for licensing and/or ordination.” Handbook for the Operation of Foursquare Churches §12.1.

139. In their ordination vows, the Knapps pledged to abide by the Foursquare Statement of Faith and Bylaws.

140. If the Knapps performed a same-sex wedding ceremony, they would violate their ordination vows and risk Church discipline, including the possible revocation of their credentials as ministers.

141. Because the Knapps cannot perform same-sex wedding ceremonies and comply with their ordination vows, they have always operated their wedding business in accordance with these religious beliefs.

The Knapps form Hitching Post Weddings LLC

142. The Knapps view their work and business at Hitching Post as ministry. Thus, they operate every aspect of the Hitching Post for a religious purpose and based on their religious beliefs.

143. When the Knapps bought the Hitching Post, they initially incorporated the business as a “profit corporation” in Washington State and filed the federal tax return for the Hitching Post as an S corporation.

144. Eventually, the Knapps incorporated in Idaho, remaining a for-profit corporation.

145. This Limited Liability Company is called Hitching Post Weddings, LLC.

146. Hitching Post Weddings, LLC, is a for-profit corporation.

147. Idaho recognizes the following corporate forms: a sole proprietorship, a general partnership, a profit corporation, a non-profit corporation, a limited liability company (LLC), an unincorporated nonprofit association, a limited partnership (LP); and a limited liability partnership (LLP). *See*, e.g., <http://www.sos.idaho.gov/corp/typecorp.htm>;

<http://www.sos.idaho.gov/corp/index.html> (outlining business structures allowed in Idaho).

148. Idaho does not recognize a “religious corporation” as an official corporate form.

149. Due to the fact that an Idaho district court judge had ruled in May 2014 that Idaho’s laws stating that marriage is a union between a man and a woman were unconstitutional, and that the Ninth Circuit had ruled in an earlier case that such laws violate the Constitution, the Knapps believed it was imminent that same-sex marriage would become legal in Idaho.

150. In light of the imminence of same-sex marriage becoming legal and the City's repeated threats that the Knapps would be in violation of Ordinance §9.56 if they declined to perform same-sex marriages, the Knapps decided to memorialize what was already the religious purpose of The Hitching Post and the fact that they run the business according to their religious beliefs.

151. In incorporating in Idaho as the Hitching Post Weddings, LLC, the Knapps did not convert their business into a formal "religious corporation." Idaho does not even recognize a corporate form called a "religious corporation."

152. Rather, the Knapps simply exchanged one for-profit corporate form for another, and incorporation from one state to another.

153. The Knapps have always operated their business in accordance with their religious beliefs.

154. The Knapps have always offered to perform and have always performed civil wedding ceremonies at the Hitching Post and will continue to do so because they view all wedding ceremonies as religious ceremonies since God created the institution of marriage.

155. The Knapps only perform civil wedding ceremonies if those ceremonies are consistent with the Knapps' religious beliefs and contain principles drawn from the Bible.

156. The Knapps began to operate the Hitching Post as a for-profit business entity in 1989, they have always operated the Hitching Post as a for-profit business, and they continue to operate the Hitching Post as a for-profit business entity now.

157. The Knapps do not operate Hitching Post Weddings, LLC as a non-profit entity and have not requested a 501(c)(3) tax status for Hitching Post Weddings, LLC.

158. The Knapps have received permission from the Internal Revenue Service to designate the Hitching Post Weddings, LLC as a for-profit S Corporation, and the Knapps will file their federal and Idaho 2014 tax returns for the Hitching Post Weddings, LLC as a for-profit S Corporation.

159. Hitching Post Weddings, LLC has the same tax status as D.L.K. Enterprises, Inc. D/B/A the Hitching Post.

160. Hitching Post Weddings, LLC has the same goals that D.L.K. Enterprises, Inc. D/B/A Hitching Post had, and Hitching Post Weddings, LLC operates according to the same religious principles and practices that D.L.K. Enterprises, Inc. D/B/A the Hitching Post operated by.

161. The Operating Agreement of Hitching Post Weddings, LLC identifies the company's character, ethos, and goals. *See Exhibit 2.*

162. Section 3.1 of this Agreement is entitled "Purpose."

163. This section reads as follows:

The Hitching Post is a religious corporation owned solely by ordained ministers of the Christian religion who operate this entity as an extension of their sincerely held religious beliefs and in accordance with their vows taken as Christian ministers. The purpose of the Hitching Post is to help people create, celebrate, and build lifetime, monogamous, one-man-one-woman marriages as defined by the Holy Bible.

The Christian religion requires that all its adherents, and especially its ministers, apply their religious precepts and doctrines to all facets of their lives, including their work and the operation of their businesses. For this reason, the Hitching Post reserves the right to refuse a request for services that would require the entity to engage in conduct that conflicts with its owners' sincerely held religious beliefs and the ministerial vows taken by the owners.

The Hitching Post engages in its own expression through the services that it provides. In so doing, The Hitching Post intentionally expresses public messages that promote aspects of its owners' Christian religion and those are not inconsistent with those sincerely held beliefs. For this reason, The Hitching Post

reserves the right to refuse a request for services that would require the entity to engage in or host expression that violates its owners' sincerely held religious beliefs. Only Hitching Post's owners and employees perform the weddings at Hitching Post Chapel and other locations scheduled by the Hitching Post. They have ultimate control over the content of the ceremony and will not conduct a ceremony that expresses messages that are inconsistent with their Christian faith.

The Hitching Post provides wedding and marriage-related services for the purpose of publicly expressing and promoting that marriage is the union of one man and one woman, which is consistent with its owners' sincerely held religious beliefs and with their ministerial vows. Any request for wedding and marriage-related services not within this identified purpose is outside the scope of services offered by the Hitching Post.

The Hitching Post, consistent with its owners' sincerely held religious beliefs, provides wedding and marriage-related services also for the purposes of promoting the social institution of marriage as a fundamental building block of our society and promoting the public understanding of marriage as the union of one man and one woman. By furthering these purposes, the Hitching Post endeavors to instill and promote this biblical understanding of marriage and marriage-related values in the communities where it operates. Achieving these goals is important to ensure that marriage remains a vital social institution that uniquely promotes the raising of children by their mother and father.

164. Hitching Post Weddings, LLC abides by its Operating Agreement.

165. The purpose of Hitching Post Weddings, LLC is to help people create, celebrate, and build lifetime, monogamous, one-man-one-woman marriages as defined by the Holy Bible.

166. The purpose of Hitching Post Weddings, LLC is also to maximize profit in ways consistent with its stated religious goals.

167. Hitching Post Weddings, LLC engages in its own expression when its owners and employees perform the weddings at Hitching Post Chapel and other locations scheduled by the Hitching Post Weddings, LLC.

168. Hitching Post Weddings, LLC reserves the right to refuse a request for services that would require the entity to engage in or host expression that violates its owners' sincerely held religious beliefs.

Hitching Post Weddings LLC practices what it preaches

169. To ensure that Hitching Post Weddings LLC achieves its stated goals and follows its corporate documents, the Knapps implemented certain policies and practices.

170. For example, Hitching Post Weddings LLC requires all its employees to sign the “Hitching Post Employee Policy, Rules, and Regulations Regarding Marriage Ceremonies.”

171. A true and correct copy of this Employee Policy is attached to the Complaint as Exhibit 3.

172. This Employee Policy recites the “Purpose” section in the Hitching Post Weddings LLC Operating Agreement.

173. Then, the Employee Policy specifies the following Rules and Regulations:

- Only the Hitching Post owners and employees may perform wedding ceremonies at the Hitching Post Chapel and other locations scheduled by the Hitching Post. Outside ministers may not perform wedding ceremonies at the Hitching Post Chapel or other locations scheduled by the Hitching Post. Brides and grooms may not invite outside ministers to perform such ceremonies. Outside ministers may come and stand alongside the Hitching Post owner or employee who performs the wedding ceremony. But only the Hitching Post owner or employee may perform the ceremony.
- In accordance with the religious beliefs and ministerial vows of the Hitching Post owners, Hitching Post owners and employees will only perform wedding ceremonies for couples entering into a one biological male and one biological female union. Hitching Post owners and employees will not conduct wedding ceremonies or their equivalent (*i.e.* commitment ceremonies, etc.) for same-sex, polyamorous, bigamous, or any other relationship that is inconsistent with the Hitching Post owners’ religious belief that marriage is a union between man and woman.
- In accordance with the religious beliefs and ministerial vows of the Hitching Post owners, Hitching Post owners and employees will perform ceremonies for those of different faiths and religious beliefs (so long as those marriage ceremonies are consistent with the beliefs set forth herein) because marriage is a common grace and creational gift bestowed by God upon all humans for the benefit of human society.

- Persons of all age, race, creed, color, sex, national origin, religion, sexual orientation, gender identity/expression, disability, marital status, and socioeconomic status are welcomed and encouraged to stand with brides and grooms and to attend wedding ceremonies.
- Persons of all age, race, creed, color, sex, national origin, religion, sexual orientation, gender identity/expression, disability, marital status, and socioeconomic status are welcomed and encouraged to obtain any resource about marriage provided by the Hitching Post.

174. After these rules, the Employee Policy states:

As an employee of the Hitching Post, I agree to perform my job-related activities in accordance with the rules specified above. I agree that I will not perform wedding ceremonies or their equivalent at the Hitching Post Chapel or at any locations scheduled by the Hitching Post in a way that violates the rules specified above.

175. The Employee Policy finally requires Hitching Post Employees to affirm that they have read and agree to abide by this policy.

176. Employees do so by signing this Policy.

177. Every current employee and owner of Hitching Post Weddings LLC has signed this Employee Policy.

178. Hitching Post Weddings LLC also requires every wedding ceremony customer to sign its “Hitching Post Wedding Customer Policy, Rules, and Regulations Regarding Marriage Ceremonies.”

179. A true and correct copy of this Customer Policy is attached to the Complaint as Exhibit 4.

180. This Customer Policy states the following:

The Hitching Post is a religious corporation owned by Christian ministers for a religious purpose. If you would like to read a full description of the Hitching Post’s purpose and character and a full description of the wedding ceremonies the Hitching Post will perform, a document outlining these is available upon request. Because of its religious purpose and character, the Hitching Post will only perform wedding ceremonies consistent with the owners’ religious beliefs.

Therefore, Hitching Post owners and employees will not conduct wedding ceremonies or their equivalent (*i.e.* commitment ceremonies, etc.) for same-sex, polyamorous, bigamous, or any other relationship that is inconsistent with the Hitching Post owners' religious belief that marriage is a union between one biological male and one biological female.

As a Hitching Post wedding customer, I affirm and promise that I am not requesting the Hitching Post to provide any services that violate the rules specified above. I affirm and promise that I am requesting the Hitching Post to perform a wedding service between one biological male and one biological female. If I have any questions about how these rules apply in my particular instance, I agree to ask a Hitching Post owner or employee before the Hitching Post performs my wedding ceremony at the Hitching Post Chapel or at locations scheduled by the Hitching Post.

Please sign that you have read this policy and agree to abide by it:

181. Hitching Post Weddings LLC will not perform a wedding ceremony for customers until they sign a copy of the Customer Policy.

We are gathered here today to join this man and this woman: services at the Hitching Post Chapel

182. Since the Knapps bought the Hitching Post in 1989, the Hitching Post has offered and charged for Hitching Post employees to officiate weddings.

183. The Knapps have performed nearly every one of these wedding since the time they first bought The Hitching Post.

184. The Knapps have hired other ministers to officiate weddings for the Hitching Post.

185. Before hiring any minister, the Knapps ask the minister to perform a wedding service in front of them. That way, the Knapps ensure that the minister performs ceremonies consistent with their religious beliefs.

186. The Hitching Post does not allow customers to use their own ministers to perform weddings at the Hitching Post Chapel.

187. The Hitching Post offers wedding services at the Hitching Post Chapel at 524 N Government Way and at other venues when requested. For example, the Knapps have performed wedding ceremonies in parks, churches, and private homes.

188. But almost all Hitching Post wedding ceremonies occur at the Hitching Post Chapel.

189. This chapel offers three rooms for wedding ceremonies: the western room, the Victorian style sitting room, and the main chapel room.

190. The Knapps display religious messages, religious symbols, religious books, scripture quotes, and inspirational Christian-based poems or phrases throughout The Hitching Post Chapel.

191. On the door frame to the main chapel where the Knapps perform most weddings is a sign that says “CHAPEL”.

192. Above that sign is another larger sign that states: “ALL BECAUSE TWO PEOPLE FELL IN LOVE....”

193. On the back of the door into the main chapel is a sign that reads: “WEDDING CEREMONY IS BEING PERFORMED, Please Take a Seat, The Minister will be Right with you, Thank You.”

194. The above sign is placed on the back of the main chapel door because that side of the door faces the Hitching Post Chapel’s front room, where prospective customers enter.

195. The Ten Commandments from the Book of Exodus in the Bible is displayed in the main chapel.

196. In two, separate framed pictures, the Knapps also hang documents displaying the Bible’s teaching about the attributes of love from I Corinthians 13.

197. The document in the picture frame states the following:

Love is patient. Love is kind. It does not envy, it does not boast, it is not proud. It is not rude, it is not self-seeking, it is not easily angered, it keeps no record of wrongs. Love does not delight in evil but rejoices with the truth. It always protects, always trusts, always hopes, always perseveres. Love never fails.

1 Corinthians. 13.

198. The Knapps also display a plaque that expresses their belief that Jesus Christ is Lord and Savior in the Hitching Post Chapel's front room where they first welcome customers.

199. This wooden plaque contains an ichthys: a symbol consisting of two intersecting arcs, the ends of the right side extending beyond the meeting point so as to resemble the profile of a fish.

200. Throughout history, Christians have used the ichthys as a symbol to greet and recognize each other.

201. Inside the ichthys on the Knapps's plaque are the following Greek letters: Iota, Chi, Theta, Upsilon, Sigma.

202. Below the ichthys on the plaque, the following English text appears:

JESUS CHRIST SON OF GOD SAVIOR.

203. This English text translates what the Greek text above it stands for.

204. The Knapps also place Bibles and books that provide biblically-based guidance for marriage in the front room where they first welcome customers.

205. Also, prominently displayed on the Knapps's main desk in the front room is "The Star Book for Ministers" by Edward T. Hiscox.

206. This book is a resource for evangelical pastors regarding any number of religious functions and duties they may be called upon to perform, including religious ceremonies like marriages.

207. Most ceremonies at the Hitching Post Chapel occur in the main chapel room.

208. Most ceremonies begin with soft, instrumental music played over a speaker.

209. Then the Hitching Post minister directs the ceremony.

210. While each Hitching Post minister adds personal touches to their wedding ceremonies, they perform substantially the same ceremony for every ceremony they perform, whether that ceremony is labeled religious or civil.

211. For example, a sample ceremony is attached to the Complaint as Exhibit 5. This sample is a true and correct description of the ceremony Mrs. Knapp performs.

212. Mrs. Knapp begins her ceremony this way:

Mrs. Knapp: We're gathered here to join this man and this woman in Holy Matrimony, which is honorable among all men and is not to be entered into unadvisedly, or lightly, but reverently, discretely and in the fear of God.

213. Mrs. Knapp proceeds to ask the groom questions and have him repeat vows to his bride:

Mrs. Knapp: Do you take the lady whom you now hold by the hand, to be your lawful and wedded wife? (I Do). Do you promise to love and cherish her in sickness and in health, for richer, for poorer, for better for worse, and forsaking all others keep you only unto her so long as you both shall live? (I do)

Groom repeats vows: I \_\_\_\_ take you \_\_\_\_, to be my wedded wife, to have and to hold from this Day forward, for better or worse, for richer or poorer, in sickness and in health, to love and to cherish, till death do us part.

214. Mrs. Knapp asks similar questions to the bride and has her repeat vows to the groom.

215. Mrs. Knapp then asks the couple joint questions:

Mrs. Knapp: Do you both promise in the presence of God that you will at all times and in all circumstances treat each other with respect as is appropriate for a husband and a wife. (I Do). That you will love, cherish and stay with one another until separated by death. (I Do)

216. Mrs. Knapp then proceeds to give a homily that directly references 1 Corinthians 13.

217. This homily includes the following:

I'd like to talk to you about Love. Love is a very small word, but there is a lot of meaning to it. God has told us something about love and since He created marriage and love, I think that He has some great advice for us and if we follow what he says, you will have a great marriage. He tells us that Love is kind, is not selfish, Love keeps no record of wrongs, works to please, trusts, hopes, perseveres.

218. After applying these scriptural principles to the bride and groom, Mrs. Knapp explains the significance of wedding rings and instructs the couple to exchange rings.

219. Mrs. Knapp then prays over the couple:

Dear Lord, Bless \_\_\_\_ and \_\_\_\_, help them as a husband and wife to do things that will build a marriage, that \_\_\_\_ would often tell \_\_\_\_ how much she respects him and appreciates him, and that \_\_\_\_ will give \_\_\_\_ the Love and tenderness and kindness that she needs. Help them to be not only lovers, but best friends, sharing what is in their hearts with each other. Thank you for this Lord, in Jesus Name, Amen.

220. Finally, Mrs. Knapp pronounces the couple married:

Forasmuch as \_\_\_\_ and \_\_\_\_ have consented together in Holy wedlock and have witnessed the same before God and have given and pledged their commitment to each other and have declared the same by the giving and receiving of rings and joining of hands. I pronounce that you are Husband and Wife in the Name of the Father, the Son and the Holy Spirit. Amen. You may now kiss the bride.

221. Mrs. Knapp performs this precise ceremony for most ceremonies she performs.

222. Mrs. Knapp has consistently performed wedding ceremonies this way since 1989.

223. Mrs. Knapp occasionally varies the ceremony in minor ways. For example, sometimes she focuses on God's forgiveness and encourages the couple to forgive each other just as God forgives them. Other times, she references the Golden Rule rather than 1 Corinthians 13.

224. More rarely, Mrs. Knapp explains the concept of love described in 1 Corinthians 13 without explicitly referencing that text. Mrs. Knapp tries to personalize the service to the couple as much as she can.

225. In this way, Mrs. Knapp includes biblical principles and biblical content in every ceremony she performs, including the civil ceremonies she performs. Mrs. Knapp considers every ceremony she performs to have religious significance.

226. For ceremonies she performs, Mrs. Knapp decides what to say about marriage and how to say it.

227. Mrs. Knapp's ceremonies convey her religious expression as an ordained minister.

228. Mrs. Knapp conveys religious messages and religious concepts through her wedding ceremonies. Mrs. Knapp intentionally creates a wedding service that honors God and that conveys God's intention for marriage. Through her ceremonies, Mrs. Knapp also communicates that God loves marriage and people should follow God's guidance about marriage.

229. Every one of these ceremonies had been consistent with her religious beliefs.

230. Mr. Knapp typically performs ceremonies with similar structure, format, and substance as Mrs. Knapp's ceremonies.

231. A ceremony Mr. Knapp performed is available at <https://www.youtube.com/watch?v=4QY21qg6Y4M>. A copy of this video is attached to this Complaint as Exhibit 6.

232. This video reflects a typical ceremony Mr. Knapp performs. Most ceremonies Mr. Knapp performs are similar to this video.

233. Mr. Knapp has consistently performed wedding ceremonies this way since 1989.

234. As this video suggests, Mr. Knapp usually relies on the Golden Rule to form the basis for his homilies. Mr. Knapp also prays and references God and the Bible.

235. Mr. Knapp tries to personalize his services to each couple as much as he can.

236. For ceremonies he performs, Mr. Knapp decides what to say about marriage and how to say it.

237. Mr. Knapp's ceremonies convey his religious expression as an ordained minister.

238. Mr. Knapp conveys religious messages and religious concepts through his wedding ceremonies. Mr. Knapp intentionally creates a wedding service that honors God and that conveys God's intention for marriage. Through his ceremonies, Mr. Knapp also communicates that God loves marriage and people should follow God's guidance about marriage.

239. Every ceremony has been consistent with his religious beliefs.

240. The wedding services the Hitching Post offers are religious ceremonies.

241. When they perform wedding ceremonies, the Knapps express messages on their own behalf and on behalf of Hitching Post Weddings, LLC.

242. When they perform wedding ceremonies, the Knapps express their religious messages and religious messages on behalf of Hitching Post Weddings, LLC.

243. The Hitching Post charges between \$80 and \$102 for their wedding services.

244. This charge varies based on the date of the wedding (weekday or weekend) and whether the couple wants photographs taken.

245. If a couple wants photographs, the presiding Hitching Post minister photographs the couple six to ten times after the ceremony using a Hitching Post owned digital camera. If another Hitching Post employee is present, that employee will take pictures of the ceremony.

246. The Hitching Post then gives the couple the photographs on a secure digital card.

247. The Hitching Post only provides photography services for wedding ceremonies performed by Hitching Post ministers.

248. To every wedding customer, the Hitching Post provides some resources about marriage.

249. These resources offer advice about how to foster a successful marriage.

250. These resources reference and rely on the Bible or rely on biblical principles.

251. The Knapps provide these resources to every customer because they believe that exposing them to God's love and design for marriage provides the best chance for the customers to have a successful and lasting marriage.

252. The Knapps hope and frequently pray that wedding customers will read and view these resources and come to believe in Jesus Christ and come to base their marriage on biblical principles.

253. For example, the Hitching Post provides a CD to every wedding customer. This CD contains two audio files of the Knapps's pastor at Life Center Foursquare Church, Joe Wittwer.

254. The first audio file on the Hitching Post CD contains a message entitled "Proven Ideas for Building Strong Marriages." This message is also available at <http://hitchingpostweddings.com/advice/>.

255. Pastor Wittwer recorded this message specifically for the Hitching Post.

256. Around 1994, Mr. Knapp went to Pastor Wittwer and asked him to create a message the Hitching Post could distribute to its customers.

257. Mr. Knapp wanted to do this to give customers a resource they could reference repeatedly to strengthen their marriages.

258. Pastor Wittwer gave Mr. Knapp this message around 1994, and the Hitching Post began distributing it on cassettes at first and then on CDs. Wittwer updated this message around 2005, and the Hitching Post placed it on their website in summer of 2014.

259. In this message, Wittwer asserts that “God designed and created marriage, and nobody knows better than God how to make a marriage work well.” Wittwer then encourages the listeners to seek wisdom from the Bible to foster their marriage.

260. Wittwer also encourages the listeners to love their spouses. And Wittwer defines love not as a feeling but as a commitment to do what is best for the other person no matter what it costs.

261. Wittwer does not hide what this love looks like: “I can’t think of a better example of love than the Lord Jesus Christ. The Bible says that it was love that made him die on the cross for you and me.”

262. Likewise, Wittwer encourages the listeners to forgive each other in their marriages. Wittwer again points to Jesus as the example: “The Bible says that in Jesus God has forgiven all of our sins, every sin, past, present, future are all forgiven in Christ.”

263. Wittwer also cites Luke 6:38 and Ephesians 5 and concludes by praying to God for the couples listening to the recording: “I pray that they could put you, Jesus, at the very center of their relationship. That as they love you more, their love for each other will grow as well.”

264. The second audio file on the Hitching Post CD contains a 47 minute sermon from Wittwer entitled “Commitment — A Superglue of Marriage.”

265. A copy of this sermon is also available at <http://hitchingpostweddings.com/advice/>.

266. Pastor Wittwer originally gave this sermon at his church.

267. In his “Commitment — A Superglue of Marriage” sermon, Pastor Wittwer cites the following Bible verses:

- Genesis 2:24: “For this reason, a man will leave his father and mother and be united to his wife, and they will become one flesh.”
- John 3:16: “For God so loved the world that he gave his one and only Son, that whoever believes in him shall not perish but have everlasting life.”
- Romans 5:8: “But God demonstrates his own love for us in this: While we were still sinners, Christ died for us.”
- 1 John 3:16: “This is how we know what love is: Jesus Christ laid down his life for us.”
- 1 John 4:9-10: “This is how God showed his love among us: he sent his one and only Son into the world that we might live through him. And this is love: not that we loved God, but that he loved us and sent his Son as an atoning sacrifice for our sins.”
- Leviticus 19:32: “Rise up in the presence of the aged, show respect for the elderly and revere your God.”

268. Wittwer also emphasizes that God intends every marriage to be permanent. Wittwer then provides some skills and values that will help married couples stay together and highlights commitment as the most important value for a permanent marriage: “Marriage is a covenant between two people based on promises we make before God and keep with his help.”

269. To emphasize commitment's importance for marriage, Wittwer cites sample marriage vows and explains them through the prism of Jesus' actions and words. Wittwer also has married couples in his audience recite these marriage vows line by line to each other.

270. Wittwer finishes his sermon this way: "These are big promises, and we need God's help. So help me God. Help me. Want a superglue marriage? Make the promises. Repeat them often to each other. And ask God for his help. So help me God. I choose us."

271. In addition to the CD with Pastor Wittwer's messages about marriage, the Hitching Post also provided a book to every wedding customer until the Hitching Post ran out of copies.

272. This book is entitled "Marriage Building It to Last" by Bob and Page Bingham.

273. This 283 page book provides advice about how to maintain and develop a marriage, including advice about sex, love, decision making, and the differences between men and women, that is consistent with biblical teaching regarding marriage.

274. Besides wedding ceremonies, the Hitching Post also sells postcards with pictures of the Hitching Post Chapel. The Hitching Post has sold postcards for approximately 10 years.

275. The Hitching Post has sold and will continue to sell these postcards to anyone regardless of their race, color, religion, creed, sex, sexual orientation, gender identity, national origin, ancestry, age, or veteran status.

276. With respect to wedding ceremony services, the Hitching Post has offered and will continue to offer its services to anyone regardless of their race, color, religion, creed, sex, national origin, ancestry, age, or veteran status.

Hitching Post promotes marriage online: Hitchingpostweddings.com

277. The Knapps also pay a company to maintain a website for the Hitching Post. The website is accessible at <http://hitchingpostweddings.com/>.

278. The Knapps decide what content to place on this website.

279. This website explains the history of the Hitching Post and provides customers information about pricing, the Hitching Post staff, and wedding reservations.

280. The website also contains an “Advice” section with a host of free resources about how to develop a successful and lasting marriage. See <http://hitchingpostweddings.com/advice/>.

281. For example, this advice section provides a link to a 45 minute sermon Pastor Wittwer originally gave at his church. This sermon is entitled “The Essence of Marriage.”

282. A true and correct copy of a video of Wittwer’s “The Essence of Marriage” sermon is available at <http://vimeo.com/79140854>. A true and correct copy of this video is also located on the CD attached to this Complaint as Exhibit 7.

283. In this video, Pastor Wittwer cites the following Bible verses:

- Ephesians 5:31: “For this reason a man will leave his father and mother and be united to his wife, and the two will become one flesh.”
- Deuteronomy 10:20: “Fear the Lord your God and serve him. Hold fast to him and take your oaths in his name.”
- Exodus 19:4-6: “‘You yourselves have seen what I did to Egypt, and how I carried you on eagles’ wings and brought you to myself. Now if you obey me fully and keep my covenant, then out of all nations you will be my treasured possession. Although the whole earth is mine, you will be for me a kingdom of priests and a holy nation.’ These are the words you are to speak to the Israelites.”
- John 3:16: “For God so loved the world that he gave his one and only Son, that whoever believes in him shall not perish but have eternal life.”
- Romans 5:8: “But God demonstrates his own love for us in this: While we were still sinners, Christ died for us.”

- 1 John 4:10: “This is love: not that we loved God, but that he loved us and sent his Son as an atoning sacrifice for our sins.”

284. Wittwer then defines marriage as “a covenant between a man and a woman based on promises they make before God and keep with his help.” He exhorts his audience to spurn the consumerist model of marriage, where spouses leave a marriage when it does not meet their needs, and adopt a covenantal model of marriage that mimics God’s relationship with his church: a permanent relationship where the partners are fully known by each other yet fully loved by each other. He finally concludes with prayer, thanking God because “you are the covenant keeping God, that you are the one who said, I will never leave you, I will always love you, I will always forgive you. I promise.”

285. Below the link to Wittwer’s sermon, the advice page on the Hitching Post website then contains a section of “Love Quotes.”

286. The following quotations appear in this section:

- So in everything, do to others what you would have them do to you.... – Matthew 7:12
- However, each one of you also must love his wife as he loves himself, and the wife must respect her husband. – Ephesians 5:33
- Love is patient, love is kind. It does not envy, it does not boast, it is not proud. It is not rude, it is not self-serving (selfish), it is not easily angered, it keeps no record of wrongs. Love does not delight in evil but rejoices with the truth. It always protects, always trusts, always hopes, always perseveres. I Corinthians 13:4-7 (NIV)

287. The advice page next contains a “Recommended Listening” section with two recordings.

288. The first recording contains Wittwer’s “Proven Ideas for Building Strong Marriages” message. The second recording contains Wittwer’s “Commitment - A Superglue of Marriage” sermon.

289. The same message and sermon also appears on the CD the Hitching Post gives to every wedding ceremony customer. The content of this message and sermon are described above.

290. Finally, the advice page on the Hitching Post website contains a “Recommended Reading” section. This section contains links to the Amazon webpage where viewers can buy particular books about marriage.

291. The Recommended Reading section contains links to the following books:

- “The Meaning of Marriage” by Timothy Keller
- “Love and Respect” by Emerson Eggerichs
- “The 5 Love Languages” by Gary Chapman
- “The Proper Care and Feeding of Husbands” by Dr. Laura Schlessinger
- “His Needs, Her Needs” by William Harley
- “Communication, Key To Your Marriage” by H. Norman Wright
- “Before You Say I DO” by N. Wright
- “For Better or For Best” by Gary Smalley
- “Love For A Lifetime” by James Dobson
- “Love Is A Decision” by Gary Smalley

292. Timothy Keller is the pastor of Redeemer Presbyterian Church in New York City.

293. Emerson Eggerichs was the senior pastor of Trinity Church in East Lansing, Michigan.

294. Gary Chapman is the senior associate pastor at Calvary Baptist Church in Winston-Salem, North Carolina.

295. H. Norman Wright is the Research Professor of Christian Education at Talbot School of Theology.

296. James Dobson is founder and chairman emeritus of Focus on the Family.

297. Gary Smalley is the founder of the Smalley Relationship Center and the author of books on family relationships from a Christian perspective.

298. Six books listed on the Hitching Post website cite the Bible to provide advice about marriage.

299. Those that do not are, in the view of the Knapps, consistent with the Bible's teachings concerning marriage.

300. The Knapps recommend these resources on the Hitching Post website because they want everyone to access these resources and come to believe in Jesus Christ and base their marriage on biblical principles.

301. On the Hitching Post website and in many resources linked on this website, the Hitching Post promotes the message that God created marriage to be a one-man-one-woman covenant.

302. The Hitching Post website and many resources linked on this website encourage couples to base their marriages on the Bible.

303. If the Knapps performed a same-sex marriage ceremony, they would be expressing a message about marriage that contradicts the messages they promote on their website.

Hitching Post refuses to perform same-sex wedding ceremonies before same-sex marriage became legal in Idaho

304. For as long as the Knapps have owned it, the Hitching Post has never allowed its ministers to officiate same-sex weddings because doing so would violate the Knapps's religious beliefs.

305. As a result, Hitching Post employees have refused requests to perform same-sex wedding and commitment ceremonies.

306. Mr. Knapp has refused to perform same-sex ceremonies at least 15 separate times since 1989.

307. For example, a woman called the Hitching Post Chapel in the 1990s and asked Mr. Knapp if the Hitching Post married women.

308. Confused, Mr. Knapp asked what she meant. The woman then asked does the Hitching Post marry lesbians.

309. Mr. Knapp responded no.

310. Another incident occurred around May 2014.

311. At that time, two women came to the Hitching Post Chapel together and asked in person to be married. One woman was elderly and the other was much younger. They appeared to be 20 years apart in age difference.

312. The Hitching Post employee working the front desk at the time declined their request. The couple then left.

313. That employee told Mr. Knapp about the incident after the fact, and Mr. Knapp agreed that the employee followed company policy by denying the request.

Coeur d'Alene passes Ordinance §9.56; Ordinance §9.56 applies to for-profit businesses, including the Hitching Post

314. The Coeur d'Alene City Council passed Ordinance §9.56 on June 4, 2013, by a 5-1 vote.

315. During testimony before the vote, business owners raised concerns that the ordinance would force them to compromise their faith and expose them to costly litigation.

316. Councilman Steve Adams publicly warned that “[i]nevitably the ordinance will be used as a sword more than a shield.”

317. Councilwoman Deanna Goodlander publicly stated that the ordinance sends “the message that intolerance does not belong in Coeur d'Alene.”

318. The Ordinance states that “[t]he following acts are prohibited and shall constitute a misdemeanor: ... To deny to or to discriminate against any person because of sexual orientation and/or gender identity/expression the full enjoyment of any of the accommodations, advantages, facilities or privileges of any place of public resort, accommodation, assemblage, or amusement.”

319. Ordinance 9.56 defines “public accommodation” as follows:

PLACE OF PUBLIC RESORT, ACCOMMODATION, ASSEMBLAGE OR AMUSEMENT: Includes, but is not limited to, any public place, licensed or unlicensed, kept for gain, hire or reward, or where charges are made for admission, service, occupancy or use of any property or facilities, whether conducted for the entertainment, housing or lodging of transient guests, or for the benefit, use or accommodation of those seeking health, recreation or rest, or for the sale of goods and merchandise, or for the rendering of personal services, or for public conveyance or transportation on land, water or in the air, including the stations and terminals thereof and the garaging of vehicles, or where food or beverages of any kind are sold for consumption on the premises, or where public amusement, entertainment, sports or recreation of any kind is offered with or without charge, or where medical service or care is made available, or where the public gathers, congregates, or assembles for amusement, recreation or public purposes, or public halls, public elevators and public washrooms of buildings and structures occupied by two (2) or more tenants, or by the owner and one or more

tenants, or any public library or any educational institution wholly or partially supported by public funds, or schools of special instruction.

320. The Hitching Post Chapel qualifies as a “public accommodation” under the Ordinance.

321. The Hitching Post qualifies as a “public accommodation” under the Ordinance for at least three reasons: (1) it is a public place; (2) it is operated for a profit (*i.e.* “kept for gain”); (3) it charges for the wedding ceremonies and other marriage-related services it offers.

322. Ordinance §9.56 exempts certain entities from its prohibition on sexual orientation discrimination.

323. Specifically, §9.56.040(B)(1) exempts “[r]eligious corporations, associations, educational institutions, or societies.”

324. Ordinance §9.56 does not define what constitutes a religious corporation, association, educational institution, or society.

325. The City has interpreted §9.56.040(B)(1) to encompass only non-profit entities.

326. Under the city’s stated interpretation, for-profit entities do not qualify for the exemption in §9.56.040(B)(1).

327. Therefore, Ordinance §9.56’s bar on sexual orientation discrimination was applied to The Hitching Post and its operations, and the Hitching Post was not exempt under §9.56.040(B)(1) because the Hitching Post operates for profit.

328. The City interprets Ordinance §9.56, and specifically its bar on sexual orientation discrimination, to bar a public accommodation from declining to provide a service to same-sex couples that it would provide to opposite-sex couples or to anyone else.

329. The Ordinance provides that a “violation of this chapter is a misdemeanor, punishable as provided in title 1, chapter 1.28 of this code.”

330. Chapter 1.28 states that a misdemeanor is punishable “by a fine of not more than one thousand dollars (\$1,000.00), or by imprisonment not to exceed one hundred eighty (180) days, or by both such fine and imprisonment.”

331. Chapter 1.28 further provides that “[e]ach such person is guilty of a separate offense or liable to a separate penalty for each and every day during any portion of which any violation of any provision of the ordinances of the city is committed, continued or permitted by any such person, and he shall be punished accordingly.”

332. Accordingly, the Knapps commit a separate and distinct misdemeanor each day they continue follow their religious beliefs and decline to perform a requested same-sex wedding ceremony.

333. Each of those misdemeanor violations is punishable by jail time, a fine, or both.

Coeur d'Alene officials confirm that Ordinance §9.56 applies to for-profit businesses, including the Hitching Post

334. Coeur d'Alene officials have also informed Mr. Knapp and the public that City Ordinance §9.56 applies to for-profit businesses and requires the Hitching Post to perform same-sex wedding ceremonies.

335. On May 13, 2014, a federal district court judge invalidated the Idaho laws defining marriage as the union between a man and a woman.

336. A few days after that ruling, a reporter with the Spokesman-Review newspaper called Mr. Knapp and asked whether he and the Hitching Post would begin performing same-sex wedding ceremonies in light of the judge's ruling.

337. Mr. Knapp responded: “I cannot in good conscience perform same-sex marriages.”

338. Around the same time, upon information and belief, a reporter with the Spokesman-Review newspaper talked to Coeur d'Alene city attorney Warren Wilson about the scope of Ordinance §9.56.

339. Upon information and belief, that reporter asked Wilson whether Ordinance §9.56 would apply to the Hitching Post and would force the Hitching Post to perform same-sex wedding ceremonies.

340. The day after Mr. Knapp talked to the reporter, Mr. Knapp read an article in the Spokesman Review that discussed whether Ordinance §9.56 would require the Hitching Post to perform same-sex wedding ceremonies.

341. That article stated the following (emphasis added):

Wedding venues that turn away gay couples may violate local laws, such as Coeur d'Alene's prohibition on discrimination based on sexual orientation. The provision adopted by the City Council last year applies to housing, employment and places of public accommodation, including businesses that render public services. "I think that term is broad enough that it would capture (wedding) activity," city attorney Warren Wilson said. Similar laws have applied to florists, bakeries and photographers that have refused to work on same-sex weddings in other states, Wilson noted. "Those have all been addressed in various states and run afoul of state prohibitions similar to this," he said. "I would think that the Hitching Post would probably be considered a place of public accommodation that would be subject to the ordinance." In Washington, no clergy person is required to marry a couple if doing so would violate the dictates of their faith tradition. Idaho does not have a similar exemption in place, but religious entities are exempt from the Coeur d'Alene ordinance, so pastors in the city are not obligated to perform same-sex weddings. But any nonreligious business that hosts civil ceremonies would fall under the city law, Wilson said.

342. This newspaper article is available online at <http://www.spokesman.com/stories/2014/may/15/ministers-diverge-in-opinion-on-lifting-of-idahos/>.

343. This newspaper article contains some statements attributed to Coeur d'Alene Deputy City Attorney Warren Wilson.

344. The statements attributed to Wilson in this newspaper article accurately reflect statements Wilson made.

345. These statements accurately reflect the position of the Coeur d'Alene City Attorney Office.

346. These statements accurately reflect the position of the City of Coeur d'Alene.

347. Upon information and belief, Wilson never mentioned the corporate form of the Hitching Post or conditioned his statements about the Hitching Post upon the corporate form of the Hitching Post during his discussions with the Spokesman-Review reporter.

348. Wilson has continued to state that Ordinance §9.56 applies to for-profit businesses including the Hitching Post.

349. For example, around May 15, 2014, a reporter with a local television station created a report about same-sex marriage and the Hitching Post.

350. This report is available at <http://www.kxly.com/news/north-idaho-news/hitching-post-owners-will-close-before-performing-samesex-marriages/26006066>. A written article also accompanies the video report.

351. A true and correct copy of this video report is attached to this Complaint as Exhibit 8.

352. The reporter interviewed Wilson for this report and asked him about the Hitching Post Chapel.

353. Upon information and belief, the reporter asked Wilson whether Ordinance §9.56 would apply to the Hitching Post and force the Hitching Post to officiate same-sex wedding ceremonies.

354. In response, Wilson made the following statements on camera during his interview:

- “For profit wedding chapels in this city now are in a position where last week the ban would have prevented them from performing gay marriages, this week gay marriages are legal, pending an appeal to the 9th Circuit.”
- “If you turn away a gay couple or refuse to provide services to them that you would provide for anyone else, then in theory you violated our code and you're looking at a potential misdemeanor citation.”

355. These statements accurately reflect statements Wilson made.

356. These statements accurately reflect the position of the Coeur d'Alene City Attorney Office.

357. These statements accurately reflect the position of the City of Coeur d'Alene.

358. Upon information and belief, Wilson never mentioned the corporate form of the Hitching Post or conditioned his statements upon the corporate form of the Hitching Post during his discussions with the Spokesman-Review reporter.

359. As Mr. Wilson's statements to the public show, Coeur d'Alene City Attorney Office interpreted Ordinance §9.56 to apply to all for-profit businesses, including the Hitching Post.

360. The Coeur d'Alene City Attorney Office is responsible for enforcing Ordinance §9.56.

361. After reading Wilson's media statements, Mr. Knapp became deeply concerned.

362. Mr. Knapp wanted clarification whether the Hitching Post was violating the law because the Hitching Post had declined requests to perform same-sex ceremonies in the past.

363. Mr. Knapp also knew the Hitching Post would receive these requests in the future because the Hitching Post is so popular and so close to the county clerk's office where marriage licenses are issued.

364. Moreover, the local media widely reported about the Hitching Post's religious goals, reliance on religious ministers, and unwillingness to perform same-sex wedding ceremonies.

365. Therefore, City officials knew about the Hitching Post's unwillingness to perform same-sex wedding ceremonies and knew that the Knapps viewed the Hitching Post as a business with religious goals.

366. In light of this general knowledge and officials' comments in the media, Mr. Knapp decided to call the Coeur d'Alene City Attorney's Office on two separate occasions to clarify whether Ordinance §9.56 applied to the Hitching Post.

367. As explained at ¶¶ 5-30, *supra*, the City confirmed during both phone calls that the Knapps and The Hitching Post would violate Ordinance §9.56 and be subject to jail time and criminal fines if they declined to perform same-sex wedding ceremonies.

Court decisions about same-sex marriage place Hitching Post in crosshairs; Hitching Post loses income because of Ordinance §9.56

368. Although the Hitching Post declined to perform same-sex wedding ceremonies in the past, the Hitching Post did not receive many requests to perform same-sex wedding ceremonies because same-sex marriage has been illegal in Idaho.

369. That changed on May 13 when a Federal District Court judge enjoined Idaho's law defining marriage as a one-man-one-woman union. *See Latta v. Otter*, 1:13-CV-00482-CWD, 2014 WL 1909999 (D. Idaho May 13, 2014).

370. The Ninth Circuit stayed that order on May 20, 2014 until the Ninth Circuit affirmed the District Court's ruling on October 7, 2014. *See Latta v. Otter*, 14-35420, 2014 WL 4977682 (9th Cir. Oct. 7, 2014).

371. The Ninth Circuit issued its mandate in *Latta* the same day, thereby allowing same-sex marriages to proceed in Idaho for a short time.

372. On October 7, 2014, the Knapps heard the news about the Ninth Circuit's ruling and they immediately closed the Hitching Post on October 7 and 8, 2014 because they had been informed by the City that they would be in violation of the Ordinance.

373. By closing the Hitching Post on October 7 and 8th, the Knapps lost the opportunity to receive new clients and therefore lost income.

374. Later in the morning on October 8, 2014, United States Supreme Court Justice Anthony Kennedy stayed the Ninth Circuit's mandate until the Supreme Court could receive briefing from the parties about the need for a longer stay. *See* <http://sblog.s3.amazonaws.com/wp-content/uploads/2014/10/14A374-Kennedy-order.pdf>.

375. The Supreme Court ultimately denied the Idaho Governor's request to stay the Ninth Circuit ruling on the afternoon of October 10. *See* <http://sblog.s3.amazonaws.com/wp-content/uploads/2014/10/Idaho-marriage-SCt-stay-denial-10-10-14.pdf>.

376. On October 13, 2014, the Ninth Circuit then issued an order allowing same-sex marriages to begin in Idaho at 9:00 a.m. on October 15, 2014.

377. So county clerks throughout Idaho began to routinely issue marriage licenses to same-sex couples on October 15, 2014.

378. The Knapps kept the Hitching Post closed October 9, 10, 11, 14, and 15 because of the City's warning that they would be in violation of the Ordinance because they chose not to perform same-sex wedding ceremonies.

379. The Knapps lost clients on October 9, 10, 11, 14, and 15 and therefore lost income on those days.

Hitching Post re-opens and refuses to perform same-sex wedding ceremonies

380. The Knapps knew they could not stay closed forever.

381. They had to continue to earn a living.

382. They also believed they had a constitutional right to control their business in accordance with their religious beliefs.

383. So the Knapps re-opened the Hitching Post on October 16, 2014 with this lawsuit ready to be filed.

384. Mrs. Knapp also packed her and Mr. Knapp's luggage in anticipation that Coeur d'Alene would arrest them and send them to jail for violating Ordinance §9.56 after they declined to perform a same-sex wedding ceremony.

385. On October 17, 2014, a customer called and asked if The Hitching Post would perform a same-sex wedding ceremony.

386. In accordance with their sincerely held religious convictions and ministerial vows, Mrs. Knapp politely responded that The Hitching Post does not perform same-sex wedding ceremonies.

387. Mrs. Knapp also informed the individual that the county clerk's office could provide him a list of places where he could get married.

388. The Knapps do not intend to change this decision.

389. That same day, another customer called The Hitching Post and asked Mr. Knapp if The Hitching Post would perform his same-sex wedding ceremony.

390. In accordance with their sincerely held religious convictions and ministerial vows, Mr. Knapp politely explained that the Hitching Post does not perform same-sex wedding ceremonies.

The Knapps and the Hitching Post file this lawsuit to protect their religious freedoms

391. Because City officials had repeatedly said publicly and directly told the Knapps that Ordinance §9.56 applies to the Hitching Post and because the Knapps had consistently in the past and present declined to perform a same-sex wedding ceremony, the Knapps had no choice but to file this lawsuit to protect their religious freedoms rather than be subject to jail time and substantial fines.

392. The Knapps filed this lawsuit on October 17, 2014 and filed a motion for a temporary restraining order that same day.

393. The Knapps and the Hitching Post continue to decline same-sex wedding ceremonies.

394. With their lawsuit filed, the Knapps now felt they had done everything they could to protect their right to decline requests to perform same-sex wedding ceremonies and to operate their business in accordance with their religious beliefs, although they still were in a constant state of fear that they would be arrested and prosecuted if they declined to perform a same-sex ceremony.

395. On October 23, 2014, three separate individuals called the Hitching Post about same-sex wedding ceremonies.

396. One of those individuals talked to Mrs. Knapp and asked about same-sex wedding ceremonies.

397. Mrs. Knapp asked if the individual was seeking a same-sex wedding ceremony.

398. The individual responded yes.

399. In accordance with her sincerely held religious convictions and ministerial vows, Mrs. Knapp politely declined and explained that the Hitching Post does not perform same-sex wedding ceremonies.

400. Mrs. Knapp also directed the individual to a list at the County Clerk's office that identifies persons and entities that will perform wedding ceremonies.

401. The individual then responded that the Hitching Post had to do his wedding ceremony because he had a constitutional right to have his ceremony.

402. Mrs. Knapp then reiterated that the Hitching Post does not perform same-sex wedding ceremonies and said good-bye.

403. Another individual called and asked Mrs. Knapp if the Hitching Post would perform a wedding ceremony for him and his husband.

404. Mrs. Knapp asked if they wanted a wedding ceremony for two men.

405. The individual responded yes.

406. In accordance with her sincerely held religious convictions and ministerial vows, Mrs. Knapp then politely declined and explained that the Hitching Post does not perform same-sex wedding ceremonies.

407. Mrs. Knapp also directed the individual to a list at the County Clerk's office that identifies persons and entities that will perform wedding ceremonies.

408. A woman also called twice on October 23, 2014 from a Massachusetts area code.

409. Each time, this woman screamed at Mrs. Knapp, calling her a redneck, a bigot, and other hateful slurs because the Hitching Post did not perform same-sex wedding ceremonies.

410. This woman never requested that the Knapps perform a same-sex wedding ceremony, and therefore Mrs. Knapp never declined a request from this woman to perform a same-sex wedding ceremony.

411. Despite the woman's attack, Mrs. Knapp politely thanked her for her opinion, said goodbye, and hung up the phone.

412. On October 26, 2014, the Hitching Post received an email that stated:

"WE NEED TO PUT YOU OUT OF BUSINESS QUICKLY. I WOULD LIKE YOU TO PERFORM A HOMOSEXUAL WEDDING. PLEASE REPLY WITH WRITTEN REASON AS TO WHY NOT SO WE CAN GET THE COURT PROCEEDINGS STARTED."

413. Mrs. Knapp responded in an email saying that she would forward the request to her attorneys.

414. The initial emailer replied with another email saying: "I can see why the national media is portraying you in a negative light. I will ask you for a second time. I would like to have a homosexual wedding at your chapel. What day can you perform this service? These are rocket scientist questions. Please Respond."

415. Lynn responded politely via email: "We have to decline your request as we are a business that is owned by Christians and we only do weddings for 1 woman 1 man couples. If you would like a wedding in Coeur d' Alene Id. there is a list of other places that you can choose from at the Kootenai Co. Marriage License office. You may read our wedding policy on our website under reservations and information."

416. Refusing to give up, the initial emailer again responded: "I'm in contact with the ACLU. I need to know your lawyers name. Are you willing to talk to the ACLU voluntarily? please respond."

417. Mrs. Knapp never responded.

418. On October 28, 2014, the Hitching Post received an email from an individual who asked the Hitching Post to perform a wedding ceremony between two men.

419. Lynn responded to this request via email: "Thank you for your request. It appears from the information provided that you are seeking a same-sex wedding ceremony. If so, we will have to decline due to our religious beliefs and ministerial vows, which prevent us from performing anything other than one-man, one-woman wedding ceremonies. You can, however, find a list of local wedding providers at <http://www.kcgov.us/departments/recorder/marriageforms/officiants.pdf>."

420. The initial requestor then responded via email: "That is discrimination. What gives you people the right to judge people. Same sex marriage is legal in idaho. Religious views? You mean, bigoted and hateful views. You are not Christians. I will be reporting you to HRC. You should be ashamed of yourself for being so hateful."

421. Lynn did not respond to this email.

422. Around the end of January 2015, two women entered the Hitching Post and asked Mr. Knapp if he would marry them at the Hitching Post. The two women presented an Idaho marriage license to Mr. Knapp.

423. In accordance with his sincerely held religious beliefs and ministerial vows, Mr. Knapp politely declined and responded that the Hitching Post does not perform same-sex wedding ceremonies.

424. Mr. Knapp then directed the two women to a list of entities and persons who perform wedding services. The County Clerk's office provides this list to those receiving marriage licenses.

425. In accordance with their sincerely held religious convictions and ministerial vows, the Knapps intend to decline any other requests they receive to perform same-sex wedding ceremonies at The Hitching Post.

426. Because same-sex marriage is now legal in Idaho, the Hitching Post faces the prospect of frequently receiving requests to perform same-sex wedding ceremonies.

427. Likewise, the Hitching Post faces the prospect of frequently denying requests to perform same-sex wedding ceremonies because of the Knapps' religious beliefs.

428. Despite the City's knowledge that the Knapps declined to perform same-sex wedding ceremonies several times since same-sex marriage became legal in Idaho, Coeur d'Alene has not enforced Ordinance §9.56 against the Hitching Post only because of this pending lawsuit, the pending temporary restraining order, and the media firestorm that followed the filing of this lawsuit.

429. Now that same-sex marriage is legal in Idaho and the Hitching Post has already denied and will continue to deny requests to perform same-sex wedding ceremonies, the Knapps fear that the City of Coeur d'Alene will enforce Ordinance §9.56 against the Hitching Post if not for this lawsuit.

430. The Knapps are thus under a constant, coercive, and substantial threat to violate their religious beliefs due to the risk that they will incur the penalties of jail time and criminal fines for declining to speak a message and perform a wedding service that contradicts their religious beliefs and ministerial vows.

431. Any amount of jail time or criminal fines could seriously curtail the Knapps's ability to engage in their desired religious expression and to perform the wedding ceremonies they are called by God to perform.

432. The Knapps are in a constant state of fear that they may have to go to jail, pay substantial fines, or both, resulting in them losing the business that God has called them to operate and which they have faithfully operated for 25 years.

433. The Knapps also cannot effectively plan their business because of this imminent threat.

434. For example, the Knapps seven-year lease to use the Hitching Post Wedding Chapel ended on October 31, 2014.

435. The Knapps wanted to enter into another seven year lease and gain seven years of certainty for planning purposes, but they did not do so because they feared that Coeur d'Alene would require them to perform same-sex weddings ceremonies before a seven year lease would expire.

436. For this reason and because of the statements made by Coeur d'Alene officials, the Knapps decided to enter into a new one year lease that ends on October 31, 2015.

437. The Knapps have already lost income for standing up for their religious beliefs against the threats from City officials to enforce Ordinance §9.56 against the Hitching Post.

438. Around October 2014, two separate opposite-sex couples called and cancelled their scheduled wedding ceremonies at the Hitching Post.

439. The two couples told Mr. Knapp that they were cancelling because the Hitching Post did not perform wedding ceremonies for same-sex couples.

440. Another individual emailed the Hitching Post and cancelled their scheduled wedding ceremony between a man and a woman because of the Hitching Post's decision to marry only opposite sex couples.

Coeur d'Alene affirms that Ordinance §9.56 applies to every for-profit business

441. After the Knapps filed suit, Coeur d'Alene attempted to backtrack and avoid liability by claiming that the Hitching Post was a "religious corporation" and therefore exempt from Ordinance §9.56.

442. But when doing so, Coeur d'Alene stated that Ordinance §9.56 applies to for-profit business (like the Hitching Post) — the same interpretation the City communicated many times publicly and personally to the Knapps in the past.

443. On October 20, 2014, Coeur d'Alene City Attorney Michael Gridley sent a letter to counsel for the Knapps and the Hitching Post. *See Exhibit 1.*

444. In this letter, City Attorney Gridley affirmed four times that that Ordinance §9.56 applies to for-profit entities and not to non-profit entities.

445. City Attorney Gridley did not take this position in haste. He did so only after he reviewed the documents filed in this lawsuit.

446. Thus, when City Attorney Gridley stated that Ordinance §9.56 applies to for-profit businesses, he knew that the Hitching Post operated for profit and that the Hitching Post had formed an LLC. All this information was available to Mr. Gridley in pleadings.

447. Gridley's October 20 letter increased the Knapps' fear that they would be prosecuted under Ordinance §9.56 because they have always operated the Hitching Post as a for-profit business and they continue to do so.

448. Therefore, according to Gridley's October 20, 2014 letter, Ordinance §9.56 does apply to the Hitching Post and Ordinance §9.56 does not exempt the Hitching Post as a religious corporation because the Hitching Post operates as a for-profit business.

449. Outsiders read Gridley's letter the same way. According to one law professor, Gridley's October 20 letter confirmed that Ordinance §9.56 applied to ministers performing wedding ceremonies for profit. *See* <http://www.washingtonpost.com/news/volokh-conspiracy/wp/2014/10/22/cour-dalene-city-attorney-confirms-conservative-christian-ministers-wedding-chapel-business-must-provide-same-sex-marriage-ceremonies/>.

The media begins to scrutinize Coeur d'Alene for requiring the Hitching Post to comply with Ordinance §9.56.

450. When the Knapps filed this lawsuit to protect their religious freedom, Coeur d'Alene began receiving intense criticism from national and local news outlets and from citizens.

451. For example, Fox News quickly reported on the Knapps' predicament. *See* <http://radio.foxnews.com/toddstarnes/top-stories/city-threatens-to-arrest-ministers-who-refuse-to-perform-same-sex-weddings.html>.

452. Many local news outlets, like the Spokesman-Review Newspaper, reported on the lawsuit as well. *See* <http://www.spokesman.com/stories/2014/oct/17/hitching-post-sues-coeur-dalene-after-declining-ma/>.

453. A headline from another local news outlet, the Coeur d'Alene Press, stated the following: "Hitching Post suit sparks outrage." *See* [http://www.cdapress.com/news/political/article\\_d1a7f821-351f-5b1b-943e-1515bb43a3ef.html](http://www.cdapress.com/news/political/article_d1a7f821-351f-5b1b-943e-1515bb43a3ef.html).

454. People held demonstrations in front of the Hitching Post and at Coeur d'Alene City Hall to express support for protecting the Knapps' religious freedoms.

455. The Coeur d'Alene Mayor and Idaho Governor Butch Otter received over 30,000 emails and phone calls criticizing Coeur d'Alene for applying Ordinance §9.56 to the Hitching Post.

456. Legal commentators opined on Ordinance §9.56 and concluded that applying Ordinance §9.56 to the Hitching Post would violate the First Amendment. *See, e.g.,* <http://www.washingtonpost.com/news/volokh-conspiracy/wp/2014/10/18/can-ministers-who-make-a-living-by-conducting-weddings-be-required-to-conduct-same-sex-weddings/>.

457. In a press release, Idaho Governor Butch Otter cited this lawsuit as a reason for appealing the Ninth Circuit ruling against the Idaho Constitution's definition of marriage. *See* [http://gov.idaho.gov/mediacenter/press/pr2014/10%20October/pr\\_63.html](http://gov.idaho.gov/mediacenter/press/pr2014/10%20October/pr_63.html).

After the Knapps and the Hitching Post filed this lawsuit, Coeur d'Alene claims, for the first time, that the Hitching Post is exempt from Ordinance §9.56.

458. After the Knapps and the Hitching Post filed this lawsuit, after Coeur d'Alene affirmed that Ordinance §9.56 applies to for-profit entities, and after the media storm, counsel for Coeur d'Alene sent a letter to counsel for the Knapps and the Hitching Post on October 23, 2014.

459. A true and correct copy of this letter is attached as Exhibit 9.

460. According to this three sentence letter, counsel for Coeur d'Alene declared, for the first time, that the City would not apply Ordinance §9.56 to the Knapps or to the Hitching Post because Coeur d'Alene now considered the Hitching Post a "religious corporation" exempt from Ordinance §9.56.

461. When adopting this new interpretation, Coeur d'Alene did not change any language in Ordinance §9.56.

462. When adopting this new interpretation, Coeur d'Alene did not issue any type of regulation binding on city officials.

463. When adopting this new interpretation, Coeur d'Alene did not explain why the Hitching Post now qualified as a religious corporation under Ordinance §9.56.

464. When adopting this new interpretation, Coeur d'Alene never explained why city officials declared earlier that Ordinance §9.56 applies to for-profit business, including the Hitching Post.

465. Coeur d'Alene has already changed its mind once regarding the proper application of Ordinance §9.56.

466. At any time and for any reason, Coeur d'Alene can change its mind again and enforce Ordinance §9.56 against the Hitching Post.

467. Coeur d'Alene has never acknowledged that applying Ordinance §9.56 to the Hitching Post would be unconstitutional.

468. Coeur d'Alene changed its position on whether Ordinance §9.56 applies to The Hitching Post because of this lawsuit filed by the Knapps and the Hitching Post.

469. Without a court order, the Knapps and the Hitching Post will not know when and if Coeur d'Alene will apply Ordinance §9.56 against them.

470. This uncertainty will chill and deter the Knapps and the Hitching Post from conducting wedding ceremonies in accordance with their religious beliefs.

Many Coeur d'Alene venues perform same-sex wedding ceremonies

471. While the Knapps and the Hitching Post, LLC do not perform same-sex wedding ceremonies, many other wedding chapels and venues in Coeur d'Alene do.

472. The website for the Kootenai County Clerk's office contains a document with a non-exhaustive list of local wedding facilities and providers.

473. This document is available at <http://www.kcgov.us/departments/recorder/marriageforms/officiants.pdf>. A true and correct copy of this document is attached to this Complaint as Exhibit 10.

474. This document lists 26 Coeur d'Alene venues that perform wedding ceremonies.

475. In a May 15, 2014 newspaper article in the Spokesman-Review, two Coeur d'Alene ministers publicly confirmed they will perform same-sex wedding ceremonies.

476. This newspaper article is available at <http://www.spokesman.com/stories/2014/may/15/ministers-diverge-in-opinion-on-lifting-of-idahos/>.

477. This article contains the following statements:

Gay couples will have other options to mark their unions once they obtain a marriage license. One person who said she's happy to marry gay couples is Christine Taysan, who is ordained through the Universal Life Church and has presided over about a dozen weddings in Idaho. "I've put it out there since we've gotten this good news (that) if anybody wants to get married on Friday that I would offer my services free of charge," said Taysan, who operates as Custom Ceremonies by Christine. She expects same-sex couples will be excited to take advantage of the opportunity to marry now in the Gem State. "It's something that a lot of them have been waiting a long time for." Tracy Springberry, minister of the North Idaho Unitarian Universalist Fellowship, said she looks forward to presiding over same-sex weddings. "I will absolutely be performing them," said Springberry, who lives in Spokane and married her partner in Washington last July. "It means I can really live out my faith." So far she hasn't been asked to marry a same-sex couple in Idaho. "I'm interested in making sure people know we're there and are willing to do it," Springberry said.

478. In light of the numerous wedding venues in Coeur d'Alene and the willingness of many Coeur d'Alene ministers to perform same-sex ceremonies, same-sex couples will have

many venues to choose from besides the Hitching Post Chapel if they want a same-sex wedding ceremony.

479. The Knapps will refer those seeking a same-sex marriage ceremony at the Hitching Post to the Kootenai County Clerk's office for its document listing other local wedding providers.

The Knapps and Hitching Post Weddings, LLC will continue to follow their religious beliefs and refuse to perform same-sex wedding ceremonies

480. The Knapps do not want to disobey the law. They are hardly fit for jail. Mr. Knapp is 68, and Mrs. Knapp is 67.

481. Nor can the Knapps afford to pay \$1,000 a day for violating Ordinance §9.56. The Knapps will quickly go broke and Hitching Post Weddings, LLC will become insolvent.

482. But the Knapps do not want to shut down Hitching Post Weddings, LLC either. This business provides their primary source of income. This prospect frightens the Knapps given their age.

483. Moreover, the Knapps feel called by God to continue their ministry at the Hitching Post. They are compelled by their religious beliefs and their ordination vows to perform wedding ceremonies and to encourage couples to foster Godly marriages.

484. Specifically, the Knapps feel compelled to express and promote the biblical definition of marriage by performing wedding ceremonies for opposite-sex couples.

485. So if the Knapps stopped performing wedding ceremonies at the Hitching Post, they would violate God's call to them and violate their religious duty to follow God's call.

486. But the Knapps do not want to and will not perform wedding ceremonies for same-sex couples. The Knapps will not violate the religious beliefs they have followed for over 60 years or the ordination vows they have followed for over 35 years.

487. Therefore, in choosing between the options open to them, no option is viable. For each option, the Knapps and the Hitching Post, LLC either violate their religious beliefs, suffer extreme financial hardship, or risk fines and jail time.

488. Therefore, the Knapps and Hitching Post Weddings, LLC are currently suffering irreparable harm and need immediate relief from this Court.

### **ALLEGATIONS OF LAW**

489. At all times relevant to this Complaint, each and all of the acts alleged were attributed to Coeur d'Alene which acted under color of a statute, regulation, custom, or usage of the State of Idaho.

490. The Knapps and Hitching Post Weddings, LLC are suffering imminent and irreparable harm from Coeur d'Alene's policy and practice.

491. The Knapps and Hitching Post Weddings, LLC have no adequate or speedy remedy at law to correct or redress the deprivation of its rights by Coeur d'Alene.

492. Unless the conduct of Coeur d'Alene is enjoined, the Knapps and Hitching Post Weddings, LLC will continue to suffer irreparable injury.

### **FIRST CAUSE OF ACTION**

#### **Violation of Plaintiffs' First Amendment Right to Freedom of Speech: Compelled Speech, Viewpoint Discrimination, Unconstitutional Conditions, and Unbridled Discretion**

493. Plaintiffs repeat and reallege each of the allegations contained in paragraphs 1–492 of this Complaint.

494. Religious speech is fully protected by the First Amendment.

495. Plaintiffs engage in religious speech in their operation of The Hitching Post.

496. The owners of The Hitching Post, Plaintiffs Donald and Evelyn Knapp, are ordained ministers who run the business according to their sincerely held religious beliefs and their vows taken as Christian ministers.

497. The Knapps and their employees are the only persons permitted to perform wedding ceremonies at The Hitching Post Chapel.

498. In accordance with the Knapps' religious beliefs and ministerial vows, The Hitching Post Weddings, LLC and its owners and employees will only perform wedding ceremonies that are consistent with the Christian religion.

499. Thus, among other things, The Hitching Post and the Knapps will only perform wedding ceremonies for couples entering into a one biological male and one biological female union.

500. The Hitching Post and the Knapps' wedding ceremonies generally involve references to God, the invocation of God's blessing on the union, the exchange of religious-based vows, prayer, and brief remarks drawn from Holy Scripture designed to encourage the couple and help them to have a successful marriage.

501. The Hitching Post and the Knapps provide wedding and marriage-related services for the additional purposes of publicly expressing the biblical message that marriage is between one man and one woman, promoting the idea that marriage is a fundamental building block of society, and instilling this biblical understanding of marriage in the communities in which it operates.

502. The First Amendment's Free Speech Clause prohibits the government from compelling citizens to express or support a message not of their own choosing.

503. In accordance with the Knapps' religious beliefs and ministerial vows, The Hitching Post will only perform wedding ceremonies for couples entering into a one biological male and one biological female union.

504. The City's anti-discrimination ordinance, Chapter 9.56, requires The Hitching Post and the Knapps to engage in expression that they do not desire to convey, namely, performing a wedding ceremony that solemnizes marital unions that are not one-man-one-woman unions, like the same-sex marriage ceremony request that was the catalyst for the filing of this lawsuit.

505. Because The Hitching Post and the Knapps declined to perform same-sex wedding ceremonies pursuant to the Knapps' religious convictions and ministerial vows, The Hitching Post and its owners are now subject to criminal prosecution by the City and if convicted could be imprisoned for up to one hundred eighty (180) days, or fined up to one thousand dollars (\$1,000), or both.

506. For each day they persist in declining requested same-sex wedding ceremonies, Plaintiffs are guilty of a separate offense and thus subject to rapidly escalating fines and jail terms.

507. In addition, if convicted The Hitching Post and the Knapps could be ordered to undergo "sensitivity training."

508. The effect of the ordinance is to compel two Christian ministers to perform same-sex wedding ceremonies in direct violation of their religious convictions and ministerial vows or, if they decline to do so, to fine and imprison them for their unwillingness to speak in violation of their sincerely held religious beliefs.

509. This speech compulsion violates the First Amendment.

510. The First Amendment's Free Speech Clause also prohibits viewpoint discrimination against protected expression.

511. The City enforces Chapter 9.56 in a viewpoint discriminatory manner in relation to the topic of marriage.

512. The City will not prosecute or threaten to prosecute under Chapter 9.56 those expressive businesses that provide wedding services and that are willing to express a message in favor of same-sex marriage, but it will prosecute or threaten to prosecute those expressive businesses, like The Hitching Post, that provide wedding services and that are not willing to foster such a message but rather promote the message that marriage is between one man and one woman.

513. Thus, an expressive business must hold and express a view favorable to same-sex marriage in order to avoid prosecution by the City and potential fines and jail time if convicted; this is rank viewpoint discrimination.

514. The effect of Chapter 9.56—especially considering the criminal fines and jail time it imposes on those convicted of violating it—is to impose a viewpoint-based litmus test on the ability of residents of Coeur d'Alene to own a business, which is anathema to the First Amendment.

515. The First Amendment's Free Speech Clause also prohibits the government from conditioning a benefit on the relinquishment of a constitutional right.

516. The Knapps and Hitching Post Weddings, LLC retain the right to chose the content of their expression, to promote religious messages they choose, to participate in religious ceremonies they choose, and to exercise their religion by performing religious ceremonies in

their capacities as ordained ministers and by operating their ministry without having to suffer jail time, fines, sensitivity training, and other arbitrary limitations on those rights.

517. By mandating that the Knapps and Hitching Post Weddings, LLC perform same-sex wedding ceremonies, Chapter 9.56 unconstitutionally conditions the receipt of state benefits — specifically the right to speak, the right to remain silent, and the right to exercise their religion by performing religious ceremonies and operating a ministry in accordance with their religious beliefs — on the Knapps and Hitching Post Weddings, LLC surrendering, suspending, or limiting their constitutional rights to free speech.

518. The First Amendment's Free Speech Clause also prohibits the government from regulating expression based on vague guidelines that give officials unbridled discretion to arbitrarily allow some expression and prohibit other expression.

519. Chapter 9.56 grants unbridled discretion because Chapter 9.56 prohibits sexual orientation and gender identity discrimination by a public accommodation, Chapter 9.56.040(B)(1) exempts “[r]eligious corporations, associations, educational institutions, or societies” from this prohibition, and Chapter 9.56 never defines a religious corporation, association, educational institutions, or society.

520. This vague exemption language in Chapter 9.56.040(B)(1) has allowed the Defendant to define a religious corporation, association, educational institution, or society in different ways at different times, thereby altering the scope of the expressive entities exempt from Chapter 9.56.

521. Sometimes, Defendant has claimed that an entity must be a non-profit to constitute an exempt religious corporation, association, educational institution, or society. Other

times, Defendant has claimed that a for-profit entity can be an exempt religious corporation, association, educational institution, or society.

522. In fact, Defendant has inconsistently applied the vague exemption language in Chapter 9.56 to the Hitching Post at different times. Specifically, Defendant has claimed that the Hitching Post is not an exempt religious corporation, association, educational institution, or society because the Hitching Post operates for profit, and Defendant has later claimed that the Hitching Post is an exempt religious corporation, association, educational institution, or society.

523. Chapter 9.56's vague exemption for religious corporations, associations, educational institutions, or societies, Defendant's arbitrary and shifting interpretation of what constitutes a religious corporation, association, educational institution, or society, and Defendant's inconsistent application of the exemption in Chapter 9.56.040(B)(1) gives officials unbridled discretion to apply Chapter 9.56 to the expression of some entities based on dislike of that expression.

524. Defendant's policies and practices — including Chapter 9.56.040(B)(1)'s vague exemption language and any unwritten policy interpreting that language — provide Defendant and City officials with unbridled discretion to determine what entities qualify as an exempt religious corporation, association, educational institution, or society. Therefore, the fundamental rights of the Hitching Post, the Knapps, and other citizens now turn on the whim of government bureaucrats.

525. Defendant's policies and practices — including Chapter 9.56.040(B)(1)'s vague exemption language and any unwritten policy interpreting that language — thus violate the Free Speech Clause of the First Amendment, both facially and as-applied to the Hitching Post, the Knapps, and third parties not before the Court, because Defendant's policies and practices

provide no binding guidelines and give City officials unbridled discretion to arbitrarily apply Chapter 9.56 based on the viewpoints expressed by the Knapps, the Hitching Post, and other citizens.

526. Chapter 9.56 and the City's enforcement thereof chill, deter, and restrict Plaintiffs and other religiously-owned expressive businesses from freely expressing their religious beliefs.

527. Chapter 9.56, on its face and as interpreted and as applied by the City to mandate speech promoting same-sex wedding ceremonies, to punish those unwilling to express a message that violates their own convictions, to condition the ability to earn a living and operate a ministry on forfeiting First Amendment freedoms, and to give City Officials unbridled discretion is not the least restrictive means of serving any compelling interest the City seeks to promote.

528. Chapter 9.56, facially and as applied to Plaintiffs, accordingly violates their right to Free Speech as guaranteed by the First and Fourteenth Amendments to the United States Constitution.

WHEREFORE, Plaintiffs respectfully ask that the Court grant the relief specified in the Prayer for Relief.

**SECOND CAUSE OF ACTION**  
**Violation of Plaintiffs' First Amendment Right to Free Exercise of Religion**

529. Plaintiffs repeat and reallege each of the allegations contained in paragraphs 1–492 of this Complaint.

530. The Knapps' sincerely held religious beliefs prohibit them from performing, officiating, or solemnizing a wedding ceremony between anyone other than one man and one woman.

531. The Knapps' sincerely held religious beliefs are derived from the Bible's teachings about the God-ordained institution of marriage, from their ministerial vows, and from the doctrinal teachings of the Church in which they are ordained.

532. The Knapps operate The Hitching Post pursuant to their sincerely held religious beliefs.

533. The Knapps' compliance with their religious convictions constitutes a religious exercise.

534. The right to the free exercise of religion encompasses the right to preach, proselytize, and perform other religious functions, or, in other words, to be a Christian minister.

535. The Knapps act as Christian ministers in their capacity as owners and operators of The Hitching Post, and perform the religious function, among others, of officiating weddings on behalf of The Hitching Post.

536. Chapter 9.56 as applied by the City is not facially or operationally neutral.

537. Chapter 9.56 violates the Knapps' right to the free exercise of religion by conditioning their right to own and operate a wedding ceremony business on their willingness to violate their religious beliefs by performing same-sex wedding ceremonies.

538. Chapter 9.56 bars the Knapps from simultaneously owning a wedding ceremony business and adhering to a key aspect of their religious faith.

539. Chapter 9.56 forces Plaintiffs to choose between adhering to their religious beliefs by declining to perform same-sex wedding ceremonies and being punished with criminal fines and jail time, or abandoning their free exercise rights by performing same-sex wedding ceremonies in order to avoid criminal fines and jail time.

540. Chapter 9.56 thereby substantially burdens Plaintiffs' free exercise of religion.

541. Chapter 9.56 also imposes special disabilities on Plaintiffs due to their religious beliefs.

542. Chapter 9.56 and the City's enforcement thereof impermissibly prefers some religious views over others by permitting those whose religious beliefs support same-sex marriage to own and operate a marriage-related expressive business according to their religious beliefs without fear of punishment, while punishing with criminal fines and jail time those who own and operate marriage-related expressive businesses according to religious beliefs that bar them from supporting same-sex marriage, like the Knapps.

543. The City's preference for some religious views over Plaintiffs' religious views violates the Free Exercise Clause.

544. Chapter 9.56, facially and as applied by the City, is not generally applicable because it contains categorical exemptions to the prohibition against discrimination on the basis of sexual orientation for “[r]eligious corporations, associations, educational institutions, or societies.”

545. Given Chapter 9.56's broad exemption for religious corporations, associations, schools, and societies of all types, the City has no legitimate basis for refusing to extend a religious exemption to the Knapps who are Christian ministers engaged in a religious function.

546. Chapter 9.56 also contains the following, additional exemptions to its ban on sexual orientation discrimination: (a) An expressive association whose employment of a person protected by this chapter would significantly burden the association's rights of expressive association under *Boy Scouts of America v. Dale*, 530 U.S. 640 (2000); (b) The United States government, any of its departments or agencies, or any corporation wholly owned by it; (c) the state of Idaho or any of its departments, agencies, or political subdivisions, other than the city of

Coeur d'Alene; (d) the rental of a housing accommodation in a building which contains housing accommodations for not more than two (2) families living independently of each other, if the lessor or a member of his family resides in one of the housing accommodations, or (e) to the rental of a room or rooms in a single-family residential housing accommodation by an individual if he or a member of his family resides therein.

547. The enforcement of Chapter 9.56 against the Knapps, with its promise of criminal fines, jail time, or both, imposes severe coercive pressure on the Knapps to change or violate their religious beliefs.

548. Chapter 9.56 also violates Plaintiffs' free exercise rights under the hybrid rights doctrine because it implicates Plaintiffs' free exercise rights in conjunction with other constitutional protections, like their right to free speech and their due process right to earn a livelihood free from unreasonable governmental interference.

549. The City has no compelling interest in forcing the Knapps to perform same-sex wedding ceremonies in violation of their religious beliefs.

550. Forcing the Knapps to perform same-sex wedding ceremonies in violation of their religious beliefs does not further any legitimate interests the City might assert.

551. Forcing the Knapps to perform same-sex wedding ceremonies in violation of their religious beliefs is not the least restrictive means available to the City of furthering any legitimate interests it might assert.

552. Chapter 9.56 and the City's enforcement thereof unconstitutionally chills Plaintiffs' freedom of religious exercise and expression, both of which are fundamental rights guaranteed to Plaintiffs' by the First and Fourteenth Amendments.

553. Chapter 9.56, as applied to Plaintiffs, accordingly violates their right to freely exercise their religion as guaranteed by the First and Fourteenth Amendments to the United States Constitution.

WHEREFORE, Plaintiffs respectfully ask that the Court grant the relief specified in the Prayer for Relief.

### **THIRD CAUSE OF ACTION**

#### **Violation of Plaintiffs' Rights under the Idaho Free Exercise of Religion Protected Act (FERPA)**

554. Plaintiffs repeat and reallege each of the allegations contained in paragraphs 1–492 of this Complaint.

555. The Idaho Free Exercise of Religion Protected Act (FERPA) provides that “[f]ree exercise of religion is a fundamental right that applies in this state, even if laws, rules or other government actions are facially neutral.”

556. FERPA also provides that the “government shall not substantially burden a person’s exercise of religion even if the burden results from a rule of general applicability.”

557. The Knapps’ sincerely held religious beliefs prohibit them from performing, officiating, or solemnizing a wedding ceremony between anyone other than one man and one woman.

558. The Knapps’ sincerely held religious beliefs are derived from the Bible’s teachings concerning the God-ordained institution of marriage, from their ministerial vows, and from the doctrinal teachings of the Church in which they are ordained.

559. The Knapps operate The Hitching Post pursuant to their sincerely held religious beliefs.

560. The Knapps' compliance with their religious convictions constitutes an exercise of religion under FERPA.

561. Chapter 9.56 forces Plaintiffs to choose between adhering to their religious beliefs by declining to perform same-sex wedding ceremonies and being punished with jail time and criminal fines, or abandoning their free exercise rights by performing same-sex wedding ceremonies in order to avoid criminal fines and jail time.

562. Chapter 9.56's severe penalties effectively prevent the Knapps from simultaneously owning and operating a wedding ceremony business and adhering to a key aspect of their religious faith.

563. The enforcement of Chapter 9.56 against the Knapps, with its promise of jail time, criminal fines, or both, imposes severe coercive pressure on the Knapps to change or violate their religious beliefs.

564. Chapter 9.56 thereby substantially burdens Plaintiffs' free exercise of religion.

565. FERPA provides that the government must show that its substantial burden on a person's exercise of religion is "[e]ssential to further a compelling governmental interest" and the "least restrictive means of furthering that compelling governmental interest."

566. The City has no compelling interest in forcing the Knapps to perform same-sex wedding ceremonies in violation of their religious beliefs.

567. Forcing the Knapps to perform same-sex wedding ceremonies in violation of their religious beliefs does not further any legitimate interests the City might assert.

568. Forcing the Knapps to perform same-sex wedding ceremonies in violation of their religious beliefs is not the least restrictive means available to the City of furthering any legitimate interests it might assert.

569. Chapter 9.56, as applied to Plaintiffs, accordingly violates their right to freely exercise their religion as guaranteed by the Idaho Free Exercise of Religion Protected Act.

WHEREFORE, Plaintiffs respectfully ask that the Court grant the relief in the Prayer for Relief.

**FOURTH CAUSE OF ACTION**  
**Violation of Plaintiffs' Fourteenth Amendment Right to Equal Protection**

570. Plaintiffs repeat and reallege each of the allegations contained in paragraphs 1–492 of this Complaint.

571. The Fourteenth Amendment to the United States Constitution guarantees Plaintiffs the equal protection of the laws, which prohibits the City from treating Plaintiffs differently than similarly situated persons and businesses.

572. The government may not treat someone disparately as compared to similarly situated persons when such disparate treatment burdens a fundamental right.

573. Plaintiffs are similarly situated to other persons and expressive businesses that provide marriage-related services.

574. Chapter 9.56 and the City's enforcement thereof treats Plaintiffs' religious speech and exercise of religion differently than those similarly situated to Plaintiffs by permitting those whose religious beliefs support same-sex marriage to own and operate a marriage-related expressive business according to their religious beliefs without fear of punishment, while punishing with criminal fines and jail time those who own and operate marriage-related expressive businesses according to religious beliefs that bar them from supporting same-sex marriage.

575. The City's discriminatory enforcement of Chapter 9.56 violates several fundamental rights of Plaintiffs, such as their freedom of speech and free exercise of religion.

576. When the enforcement of government regulations, like Chapter 9.56, infringe on such fundamental rights, discriminatory intent is presumed.

577. In this case, the presumption of discriminatory intent is borne out by the City's intentional discrimination against Plaintiffs' religious speech and free exercise of religion.

578. The City lacks a rational or compelling state interest for such disparate treatment of Plaintiffs.

579. The City's disparate treatment of Plaintiffs is not narrowly tailored to further any legitimate government interest the City may allege.

580. Chapter 9.56, as applied to Plaintiffs, thus violates their right to equal protection of the laws as guaranteed by the Fourteenth Amendment to the United States Constitution.

WHEREFORE, Plaintiffs respectfully ask that the Court grant the relief in the Prayer for Relief.

**FIFTH CAUSE OF ACTION**  
**Violation of Plaintiffs' Fourteenth Amendment Right to Due Process**

581. Plaintiffs repeat and reallege each of the allegations contained in paragraphs 1–492 of this Complaint.

582. The Fourteenth Amendment to the United States Constitution guarantees Plaintiffs the right to due process of law, which includes the right to own and operate a business and earn a livelihood free from unreasonable governmental interference.

583. Chapter 9.56 unreasonably interferes with the Knapps due process rights by threatening them with jail time, criminal fines, or both, if they continue to operate their business in accordance with their religious convictions.

584. Chapter 9.56, as applied to Plaintiffs, thus violates their right to due process as guaranteed by the Fourteenth Amendment to the United States Constitution.

585. The Due Process Clause of the Fourteenth Amendment also prohibits the government from censoring speech or criminalizing behavior pursuant to vague standards that grant unbridled discretion to city officials.

586. Chapter 9.56 contains vague standards because Chapter 9.56 prohibits sexual orientation and gender identify discrimination by a public accommodation, Chapter 9.56.040(B)(1) exempts “[r]eligious corporations, associations, educational institutions, or societies” from this prohibition, and Chapter 9.56 never defines a religious corporation, association, educational institutions, or society.

587. This vague exemption language in Chapter 9.56.040(B)(1) has allowed the Defendant to define a religious corporation, association, educational institution, or society in different ways at different times, thereby altering the scope of the entities exempt from Chapter 9.56.

588. Sometimes, Defendant has claimed that an entity must be a non-profit to constitute an exempt religious corporation, association, educational institution, or society. Other times, Defendant has claimed that a for-profit entity can be an exempt religious corporation, association, educational institution, or society.

589. In fact, Defendant has inconsistently applied the vague exemption language in Chapter 9.56 to the Hitching Post at different times. Specifically, Defendant has claimed that the Hitching Post is not an exempt religious corporation, association, educational institution, or society because the Hitching Post operates for profit, and Defendant has later claimed that the Hitching Post is an exempt religious corporation, association, educational institution, or society.

590. Chapter 9.56’s vague exemption for religious corporations, associations, educational institutions, or societies, Defendant’s arbitrary and shifting interpretation of what

constitutes a religious corporation, association, educational institution, or society, and Defendant's inconsistent application of the exemption in Chapter 9.56.040(B)(1) violates due process.

591. Citizens of common intelligence must guess and will differ in their views as to what constitutes a religious corporation, association, educational institution, or society. Citizens of common intelligence must also guess at what Defendant considers a religious corporation, association, educational institution, or society under Defendant's vague and constantly changing interpretation.

592. Defendant's policies and practices — including Chapter 9.56.040(B)(1)'s vague exemption language and any unwritten policy interpreting that language — provide no warning or notice as to what expression and what conduct will qualify for an exemption and be permitted and what speech and conduct will not qualify for an exemption and be banned.

593. Instead, Defendant's policies and practice provide Defendant and City officials with unbridled discretion to determine what entities qualify as an exempt religious corporation, association, educational institution, or society. Therefore, the fundamental rights of the Hitching Post, the Knapps, and other citizens now turn on the whim of government bureaucrats.

594. Defendant's policies and practices — including Chapter 9.56.040(B)(1)'s vague exemption language and any unwritten policy interpreting that language —thus violate the Due Process Clause of the Fourteenth Amendment, both facially and as-applied to the Hitching Post, the Knapps, and third parties not before the Court, because Defendant's policies and practices provide no binding guidelines prescribing what protected expression and conduct City officials may permit or deny.

WHEREFORE, Plaintiffs respectfully ask that the Court grant the relief in the Prayer for Relief.

### **PRAYER FOR RELIEF**

WHEREFORE, Plaintiffs ask this Court to enter judgment against Defendant and provide Plaintiffs with the following relief:

- (A) Compensatory and nominal damages for the violation of Plaintiffs' constitutional rights, for lost income, and for other losses;
- (B) A temporary restraining order, preliminary injunction, and permanent injunction prohibiting the City, its agents, officials, servants, employees, and any other persons acting in its behalf, from enforcing Chapter 9.56 against Plaintiffs based on their decision not to perform, officiate, or solemnize same-sex marriages;
- (C) A temporary restraining order, preliminary injunction, and permanent injunction prohibiting the City, its agents, officials, servants, employees, and any other persons acting in its behalf, from enforcing Chapter 9.56 on its face because of the vague exemption language in Chapter 9.56.040(B)(1), Defendant's arbitrary interpretation of this language, and additional stated constitutional violations;
- (D) A declaratory judgment that Chapter 9.56, as-applied to Plaintiffs, violates the First and Fourteenth Amendments to the United States Constitution;
- (E) A declaratory judgment that Chapter 9.56.040(B)(1) facially and as interpreted by Defendant violates the First and Fourteenth Amendments to the United States Constitution;

- (F) That this Court adjudge, decree, and declare the rights and other legal relations of the parties to the subject matter here in controversy, in order that such declarations shall have the force and effect of final judgment;
- (G) That this Court retain jurisdiction of this matter for the purpose of enforcing any Orders;
- (H) That the Court award Plaintiffs' costs and expenses of this action, including a reasonable attorneys' fees award, in accordance with 42 U.S.C. § 1988 and with Idaho Code. § 73-402(4);
- (I) That this Court issue the requested injunctive relief without a condition of bond or other security being required of Plaintiffs; and
- (J) That the Court grant such other and further relief as the Court deems equitable and just in the circumstances.

Respectfully submitted this 16th day of March, 2015,

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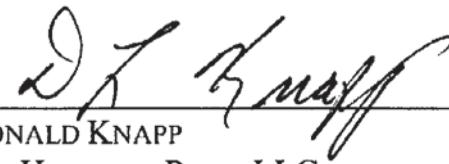
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ATTORNEYS FOR PLAINTIFFS

**DECLARATION UNDER PENALTY OF PERJURY**

I, DONALD KNAPP, a citizen of the United States and a resident of the State of Idaho, hereby declare under penalty of perjury pursuant to 28 U.S.C. § 1746 that the foregoing is true and correct to the best of my knowledge.

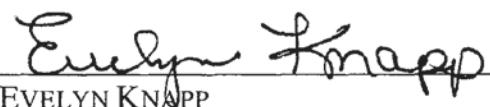
Executed this 14th day of March, 2015, at Coeur d'Alene, Idaho.

  
\_\_\_\_\_  
DONALD KNAPP  
THE HITCHING POST, LLC

**DECLARATION UNDER PENALTY OF PERJURY**

I, EVELYN KNAPP, a citizen of the United States and a resident of the State of Idaho, hereby declare under penalty of perjury pursuant to 28 U.S.C. § 1746 that the foregoing is true and correct to the best of my knowledge.

Executed this 14th day of March, 2015, at Coeur d'Alene, Idaho.

  
\_\_\_\_\_  
EVELYN KNAPP  
THE HITCHING POST, LLC

**CERTIFICATE OF SERVICE**

I HEREBY CERTIFY that on the 16th day of March, 2015, I filed the foregoing electronically through the CM/ECF system, which caused the following parties or counsel to be served by electronic means, as more fully reflected on the Notice of Electronic Filing:

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