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IN THE FIFTH JUDICIAL DISTRICT COURT
WASHINGTON COUNTY, STATE OF UTAH

LYLE JEFFS, in his capacity as Bishop of)
the Fundamentalist Church of Jesus Christ of)
Latter-Day Saints,)

Plaintiff,)

v.)

SHANE STUBBS, an individual; and)
DAVID STUBBS, an individual,)

Defendants.)

VERIFIED COMPLAINT FOR
DECLARATORY AND INJUNCTIVE
RELIEF

No. 100502442

Walton

Plaintiff complains of defendants and alleges:

1. Plaintiff is a resident of Washington County, Utah.
2. Plaintiff is the ordained Bishop of the Fundamentalist Church of Jesus Christ of Latter-Day Saints, an ecclesiastical office which gives him, among other things, responsibility

for the temporal and spiritual well-being of the residents of Hildale, Utah and Colorado City, Arizona.

3. Defendant Shane Stubbs is a resident of the State of Arizona.
4. Defendant David Stubbs is a resident of the State of Arizona.
5. This Court has subject matter jurisdiction under Utah Code Ann. § 78A-5-102(1).
6. This Court has personal jurisdiction over the defendants under Utah Code Ann. §§ 78B-3-205(1) and -205(3).
7. Venue is proper herein under Utah Code Ann. §§ 78B-3-301 and -307.
8. As Bishop, plaintiff directs the operation of the Bishop's Storehouse, which is a religious organization that receives and holds "consecrations" from members of the Church which then, in the exercise of the Bishop's religious office, are provided as "stewardships" to members of the Church to meet their just wants and needs, all in accordance with religious belief and practice.
9. Among many other functions, the Bishop's Storehouse administers and operates a granary, which is located on the Bishop's residence property in Hildale, Utah, and which receives and holds Church members' consecrated offerings of grain for eventual distribution and use by the community in accordance with religious belief and practice.
10. While the real property comprising the Bishop's Storehouse, including the granary, is titled in the name of the United Effort Plan Trust, currently administered by a Special Fiduciary appointed by the State of Utah to hold and manage the real property owned by the Trust in accordance with allegedly "neutral principles," the granary is personal property, and has

until recently been in continuous and exclusive possession and use by the Bishop in accordance with the religious principles described above.

11. The granary consists of nine silos, plus associated elevators and other equipment necessary to operation of the granary. A photo of the granary is attached hereto as Exhibit A.

12. The present operator of the granary and caretaker of the consecrated grain was given that assignment by a predecessor of the present Bishop in 1976.

13. Defendants claim that they are entitled to use of one or more grain silos by virtue of "Addendum C" to a purported lease from the Special Fiduciary effective August 11, 2009, a copy of which is attached hereto as Exhibit B.

14. The Trust is not the owner of the grain silos and never has been the owner of the grain silos; thus, the purported lease is a nullity.

15. Neither the defendants nor the Special Fiduciary has taken any legal action to dispossess the Bishop from the use of the granary, and to do so would be contrary to the directive to the Fiduciary to preserve the assets of the Trust as well as contrary to the requirements of due process.

16. The Bishop currently has approximately 60,000 pounds of food-grade wheat stored in the granary, which historically has been used only to store food-grade wheat.

17. Several of the silos must remain empty at any given time because it is necessary to rotate the grain through the silos approximately every two months to keep weevil out, and the silos have always been maintained and used in that fashion.

18. All of the silos have always been maintained in a clean and sanitary food-grade condition.

19. The Bishop's continuous use of the granary for several decades as described herein constitutes the longstanding status quo.

20. The community is currently harvesting a wheat crop, which needs to be stored in the granary as well.

21. Defendants have never attempted to utilize the granary until the weekend of July 10, 2010.

22. On the weekend of July 10, 2010, defendants came to the granary and attempted to deposit dirty, very low quality grain into the granary. A photo showing the defendants' grain on the left and the plaintiff's grain on the right is attached hereto as Exhibit C.

23. Defendants dumped the contaminated grain in the hoppers, but were thwarted in their efforts to run the augers when those who manage the granary under the Bishop's direction intervened.

24. Had defendants succeeded in running the augers, the value and the use to the community of the clean grain would have been destroyed, and it would have been necessary to completely clean and sanitize the granary before it could again be used for food-grade storage. This process would have a negative chain-reaction effect on the food supplied to the community resulting in harm to the community food supply.

25. Defendants returned on July 13, 2010, cut the locks off the doors, otherwise forced their way into the granary, and again dumped contaminated grain into the hoppers. When they were again unable to run the augers, they deliberately dumped several hundred pounds of contaminated grain into one of the silos through the door, thus contaminating that silo. Presently, the contamination is confined to that one silo.

26. Based upon the above circumstances, plaintiff believes that defendants will again try to force their way into the granary and contaminate it with their wheat, and that this constitutes an immediate threat.

27. The Bishop distributes the wheat in the granary for food consistent with his religious calling. It is used by every FLDS member in Hildale and Colorado City as an integral part of their religious belief in sharing all things in common.

28. If the Bishop cannot discharge his religious duties and use the granary because of contamination or otherwise, not only will the community be harmed by the loss of a primary source of food and sustenance, the Bishop will be unable to fulfill a portion of his religious mission, and this constitutes irreparable harm.

29. Upon information and belief, the defendants have not even made lease payments on leases they already have with the Fiduciary, and are unable to respond to a judgment for the value of the grain they would destroy by mixing the dirty wheat with the food-grade wheat; thus, irreparable harm will occur if they are allowed to do so.

30. Defendants have other alternatives for storage of their grain consistent with the animal feed they intend to store, which they have utilized in the past; thus, they will not be materially harmed if the Court enters injunctive relief.

31. Because of the undisputed facts of historic use, the personal property nature of the granaries, the religious basis for the use of the personal property, and the invalidity of the purported lease to defendants, it is likely that the plaintiff will prevail in this action.

32. The public interest favors injunctive relief in that several thousand people in the community rely on the food supply in issue for their sustenance. The public interest also favors

the free exercise of religion and maintaining historical practices without interference by those whose actions are either in reckless disregard of the nature and consequences of their actions or constitute malicious attempts to open a new front in what the Special Fiduciary has characterized as a "sociological and psychological war" against the FLDS people.

33. Plaintiff is entitled to a declaratory judgment declaring the purported lease invalid.

34. Plaintiff is entitled to preliminary and permanent injunctive relief preventing defendants or their agents from coming on the property and attempting to utilize the granary for any purpose.

35. Defendant's actions to date have caused monetary damage in an amount to be determined.

WHEREFORE, Plaintiff requests that the Court enter a declaratory judgment declaring the purported lease to be a nullity; award preliminary and permanent injunctive relief preventing defendants or their agents from coming on the property and attempting to utilize the granary for any purpose; award damages in an amount to be determined at trial; and award such or other relief as the Court may deem appropriate under the circumstances.

DATED: July 14, 2010.

SNOW, CHRISTENSEN & MARTINEAU

By Rodney Parker by SA
Rodney R. Parker
Attorneys for Plaintiff

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