

IN THE CHANCERY COURT OF LOWNDES COUNTY, MISSISSIPPI

**MISSISSIPPI UNIVERSITY FOR WOMEN
ALUMNAE ASSOCIATION**

PLAINTIFF

v.

Case No. 2007-0220

**CLAUDIA A. LIMBERT, in her individual
capacity; Alternatively, in her official capacity;
MISSISSIPPI UNIVERSITY FOR WOMEN;
and BOARD OF TRUSTEES OF STATE
INSTITUTIONS OF HIGHER LEARNING**

DEFENDANTS

**FIRST AMENDED COMPLAINT FOR PRELIMINARY INJUNCTION,
PERMANENT INJUNCTION AND OTHER RELIEF**

PARTIES

1. Plaintiff Mississippi University for Women Alumnae Association (hereinafter “Alumnae Association”) will present unto the Court the following:

2. Mississippi University for Women Alumnae Association is a non-profit corporation organized under and in good standing with the laws of the State of Mississippi, having its principal office address at 3rd & 11th Street South, Post Office Box 1-10 Stovall House, Columbus, Mississippi 39071.

3. This Amended Complaint has been brought against Defendant Claudia Limbert, in her individual capacity since she is acting outside of any lawful authority and is, therefore, appropriate to be sued individually. See *Ex Parte Young*, 209 U.S. 123 (1908). Alternatively, if suit against her in her individual capacity is improper, then the suit should be considered to be brought against her in her official capacity as President of the Mississippi University for Women. See *Brandon v. Holt*, 469 U.S. 464 (1985). This Amended Complaint also names as a party the Mississippi University for Women (hereinafter “MUW”), which may be served with process upon

Claudia Limbert. This Amended Complaint also names as a party the Mississippi Board of Trustees of State Institutions of Higher Learning (hereinafter “IHL Board”), which may be served through the Attorney General Jim Hood, by service upon Assistant Attorney General Jeff Morgan, 450 High Street, Jackson, Mississippi 39201, or by service upon the Assistant Attorney General Van Gillespie, Board of Trustees of State Institutions of Higher Learning, 3825 Ridgewood Road, Jackson, Mississippi 39211, or by service upon its chairman, Dr. D.E. Magee, Jr., at 3825 Ridgewood Road, Jackson, Mississippi 39211.

4. The MUW and the IHL Board were not sued originally because Plaintiff believes it is improper for the funds of the State of Mississippi or the MUW Alumnae Foundation to be used to pay Defendant Limbert’s attorney’s fees. It is appropriate that Defendant Limbert pay her attorney’s fees because she is not acting within the course and scope of her employment. The MUW and the IHL Board are named as Defendants because they are necessary parties.

5. Jurisdiction is proper in this Court of Equity, *inter alia*, by virtue of Chancery’s inherent right to issue injunctive relief. Venue is proper in this Court by virtue of Miss. Code Ann. § 11-11-3.

6. The IHL Board enacts and approves its own policies and bylaws.

7. The IHL Board policy 301.0806, “University Foundation/Affiliated Entity Activities,” mandates that “[e]ach institution of the Mississippi State Institutions of Higher Learning and their development foundations, research foundations, athletic foundations, alumni associations and other similar affiliated entities shall enter into a public, written operating agreement that outlines the relationship between the two entities” and shall be reviewed by the IHL Board every five (5)

years or whenever the agreement is changed. See Policies and Bylaws of the Board of Trustees of IHL of State of Mississippi, amended through March 14, 2007, 301.0806, Exhibit “A.”

8. IHL Board policy 301.0806 further requires that “[t]he Board of Trustees recognizes it cannot and should not have direct control over institutionally affiliated foundations/entities. These foundations/affiliated entities must be *governed separately to protect their private, independent status.*” (Emphasis added). It further mandates that “[t]he relationship between the institutions of The Mississippi State Institutions of Higher Learning and the foundations/entities supporting those institutions must be based on a recognition of and respect for the *private independent nature of the foundation/entities.*” IHL Board policy 301.0806 (emphasis added).

9. On or about October 25, 2006, after negotiations and after Defendant Limbert’s first threat of disaffiliation, the Plaintiff Alumnae Association and the Defendant Limbert, in her capacity as President of the Mississippi University for Women, executed an “Affiliation Agreement between Mississippi University for Women and the Mississippi Alumnae Association” (the “Affiliation Agreement”) See Exhibit “B.” This agreement was entered to comply with IHL Board Policy 301.0806.

10. The Plaintiff Alumnae Association relinquished control of several operating points for the association in this Affiliation Agreement after Limbert threatened to disaffiliate the organization without such provisions. For instance, the Alumnae Association gave up the right to generate any funds, even on behalf of the MUW, or to ever establish itself as a 501(c)(3) organization. It also allowed Defendant Limbert majority control to place persons on the nominating committee for new officers and gave the Vice President that reports to Limbert final approval for any awards given by the Alumnae Association. Limbert is utilizing the exact tactic to attempt to

force the Alumnae Association to sign By-Laws that are contradictory to the interest of the Alumnae Association, MUW and IHL Policy.¹

11. Compliant with IHL Policy, the Affiliation Agreement agreed upon and executed by Defendant Limbert and the Alumnae Association says in Section 4.2 that: **“The Association is a private, independent entity and, as such, is not governed by the IHL Board or the University.”** (Emphasis added).

12. To the Alumnae Association’s knowledge, this was the first written “Affiliation Agreement” between Plaintiff and Defendant after a thriving 117-year relationship between the two entities.² This Affiliation Agreement was in effect for **only 78 days** after a 117 year unwritten commitment between the two entities.

13. On November 15, 2006 the IHL Board approved the Affiliation Agreement.

14. Paragraph 2.17 of the Affiliation Agreement states the following:

217. Within 60 days of the date of this Agreement, the Association’s governing board will provide to the University President, for the President’s review and approval, **a new Constitution, By-Laws and a Mission Statement for the Association, all of which will be consistent with the mission and priorities of the University, this Agreement and IHL policy.** Once approved in writing by the President, the governing board of the Association will present the Constitution, By-Laws and Mission Statement to the Association for approval at its next regularly scheduled meeting in April 2007, with the governing board’s recommendation of

¹ The affiliation agreements signed by the other Mississippi universities were vastly different from the one at issue before the court.

² Industrial Institute & College was established in 1884 and stands today as Mississippi University for Women. “The Alumnae Association began to function as soon as there were any alumnae; in 1894, the Alumnae Association established a loan fund-- [for students] an ambitious project for so small a group". (page 39 of Sarah D. Nelson’s History of Mississippi State College for Women (completed and placed in the library in 1954)). In 1952, the IHL Board and the MUW commissioned Sarah D. Nelson to write a comprehensive history of the W, which she completed and had bound for The W’s library. Having attended the II&C in 1907, Ms. Neilson was secretary to the President of MUW from 1915 (President Henry Whitfield) through the first year of Dr. Charles P. Hogarth’s presidency in 1953 (six MUW Presidents). She was considered the campus historian as early as the fiftieth anniversary of the school in 1935, when she wrote a historical sketch. The MUW Alumnae Association was incorporated with the state of Mississippi in 1994 after consistent and organized operation since 1885.

passage. Failure to gain membership approval may result in termination of this Agreement. [Emphasis Added]

See Exhibit "B."

15. Plaintiff Alumnae Association and Defendant Limbert agreed that January 15, 2007 would be the deadline for the Alumnae Association to submit a set of By-laws for Defendant Limbert's review and approval as required by Paragraph 2.17 of the Affiliation Agreement.

16. On or about December 6, 2006 Betty Lou Jones, President of the Mississippi University for Women Alumnae Association, submitted By-laws that were consistent with the Affiliation Agreement, the mission and priorities of the MUW and IHL, for Defendant Limbert's review and approval as required by Paragraph 2.17 of the Affiliation Agreement.

17. On or about January 4, 2007, Betty Lou Jones received a response from Defendant Limbert regarding the submitted By-laws. In that response, the MUW recommended provisions that were neither required by the Affiliation Agreement, nor consistent with IHL Policy, including, but not limited to, provisions that any nomination for Board elections from the floor must receive a three-fourths (3/4) vote in order to be placed on the ballot; eliminating the position of President-elect; and preventing the President of the Alumni Association from appointing representatives to the IHL Inter Alumni Council. The Alumnae Association agreed to some suggested changes.

18. On or about January 5, 2007, Betty Lou Jones met with Defendant Limbert. The Alumnae Association agreed to some suggested changes and agreed to confer with the By-laws committee regarding others. On January 11, 2007, Ms. Jones forwarded a revised document to Defendant Limbert. On January 12, 2007, Defendant Limbert said "it is clear that the process is not working. We will have to start all over again." On January 12, 2007, Defendant Limbert agreed to extend the deadline for review and approval of By-laws to January 31, 2007. However, on January

26, 2007, Defendant Limbert's outside counsel, Cal Mayo, delivered, via electronic mail, a proposed set of By-laws which he requested that the Alumnae Association consider submitting to Defendant Limbert for her review and approval.

19. On or about January 29, 2007 the Alumnae Association submitted a letter and proposed By-laws for the University President's review and approval which were consistent with the Affiliation Agreement, IHL Policy and the mission and priorities of the MUW. In the cover letter, the Alumnae Association's counsel requested that if the University President did not approve of the proposed By-laws that "she explain in writing what provisions are not consistent with the mission and priorities of the University, the Affiliation Agreement, and IHL policy."

20. On February 1, 2007, only 78 days after the Affiliation Agreement had been approved, outside counsel retained by Defendant Limbert sent, via electronic mail, a letter informing the Alumnae Association that Defendant Limbert refused to approve the By-laws as presented. The letter contained no explanation of the particular provisions that it found to be inconsistent with the Affiliation Agreement, IHL Policy and/or the mission and priorities of the University. The letter further stated that the MUW intended to terminate the very recently entered Affiliation Agreement and disaffiliate from the Alumnae Association.

21. This purported disaffiliation was effective on April 2, 2007, after a 60-day notice period. However, the IHL Board had not approved this disaffiliation and it was, therefore, unlawful.

22.. In addition to violating IHL Policy, ignoring Legislative intent and acting outside the scope of her authority, all which are described as legal theories below, Defendant Limbert's actions may also give rise to causes of action that exceed the scope of this Amended Complaint, including, but not limited to, creating unnecessary vulnerability which could result in future lawsuits against

the IHL Board for sex discrimination or equal protection violations or forcibly exposing the Alumnae Association needlessly to future federal civil rights liability. Such actions by Defendant Limbert violate public policy of the State of Mississippi.

23. The IHL Board is vulnerable to future lawsuits because the actions of the Defendant Limbert violate her fiduciary duties to the Defendant IHL Board because they expose the IHL Board and its individual members to potential suits for violation of the United States Constitution Amendment Fourteen equal protection clause. Specifically, the Defendant Limbert's actions purport to control and dictate the actions of the Plaintiff Alumnae Association. Defendant Limbert specifically desires to influence the election of officers of the Alumnae Association and purports to control the actions of the Plaintiff Alumnae Association. No alumni association or any other university of the State of Mississippi is required to subject itself to the control of a university president.

24. The Mississippi University for Women is the only predominantly female institution in the State of Mississippi.

25. If Defendant Limbert's actions be allowed to stand, the IHL Board has been exposed to potential suits for a violation of equal protection of the laws and sex discrimination under the federal civil rights laws.

26. Defendant Limbert should, as a matter of public policy of the State of Mississippi, be required to refrain from taking actions that will expose the Defendant IHL Board to potential suit for violation of federal civil rights laws and federal constitutional violations. Thus, the Defendant Limbert's actions violate the public policy of the State of Mississippi.

27. Plaintiff Alumnae Associations is exposed to an unnecessary vulnerability which is created by Defendant Limbert because, as previously stated, the actions of the Defendant Limbert are taken in an effort to control the Alumnae Association. Such acts of control will necessarily cause any alumni association to act under color of state law. Thus, the Defendant Limbert's actions in violating the policies of the IHL Board, by attempting to control the Alumnae Association, would cause the Plaintiff, or any alumni association, to act under color of state law. This would needlessly expose the Plaintiff to liability under the Civil Rights Act of 1871, 42 U.S.C. § 1983, by making it a state actor.

28. Making an alumni association a state actor is contrary to state policy since state policy is to cause the Alumnae Association to be "independent."

29. Plaintiff does not intend to make any federal claims in this state lawsuit. Plaintiff intends to bring only state law claims.

LEGAL THEORY I.

DEFENDANT LIMBERT VIOLATED THE AFFILIATION AGREEMENT AND IHL BOARD POLICIES BY REFUSING TO APPROVE THE PROPOSED BY-LAWS.

30. The Affiliation Agreement (in Paragraph 2.17) provides the standard by which the University President is to review and approve the submitted By-laws. The requirement contemplated by the Affiliation Agreement is that the By-laws be "consistent with the mission and priorities of the University, this [Affiliation] Agreement, and IHL Policy."

31. The By-laws, as submitted, contained all provisions required by the Affiliation Agreement and IHL Policy and are consistent with the mission and priorities of the MUW, the Affiliation Agreement and/or IHL Policy.

32. Defendant Limbert, in bad faith, violated her ministerial duty and obligations under the recently entered Affiliation Agreement when she refused to approve the By-laws as submitted.

33. Immediately after announcing the disaffiliation, Defendant Limbert began to develop a new organization to replace the Alumnae Association . Not surprisingly, the new “committee” was comprised of twelve members, two of whom are employees of MUW who report to Defendant Limbert and five of whom are MUW Foundation Board Members. The “committee” has now transformed into a new MUW Alumni Association Board and an affiliation agreement has been reached between Defendant Limbert and the “New Alumni Association.” Conspicuously, the new affiliation agreement entered into by Defendant Limbert with the newly-appointed Alumni Board contains different language in paragraph 2.17. See New Affiliation Agreement with Alumni Association, March 27, 2007, attached hereto as Exhibit “C.” The “new affiliation agreement” now provides that:

2.17 Within 60 days of the date of this Agreement, the Association’s governing board will provide the University President, for the President’s review and approval **at the discretion** of the President, new By-Laws and a mission Statement for the association, all of which must be consistent with the mission and priorities of the University, this agreement and IHL policy.

LEGAL THEORY II.

DEFENDANT LIMBERT VIOLATED IHL POLICY BY DICTATING OR INFLUENCING TERMS OF ALUMNAE ASSOCIATION’S BY-LAWS AND OFFICER SELECTION

34. IHL Policy mandates that “[t]he relationship between the institutions of The Mississippi State Institutions of Higher Learning and the foundation/entities supporting those institutions must be *based on a recognition of and respect for the private independent nature of the foundation/entities.*” IHL Board policy 301.0806.

35. Defendant Limbert attempted to dictate terms of the By-laws that were contradictory to the IHL governing policy throughout the negotiations of the Affiliation Agreement and By-laws. In particular, the January 26, 2007 letter and its attached By-laws tried to assert authority for Defendant Limbert to direct how the Alumnae Association officers would be selected, including how nominations from the floor would take place (Limbert demanded that there be 3/4 vote of members in attendance to get on the ballot) and whether there would be a President-elect position for the Board (as there has been for as many years as the Alumnae Association can determine).

36. Defendant Limbert demanded By-laws which directly violate IHL policy by intruding into the “private and independent” nature of the Alumnae.

37. After more than 117 years, Defendant Limbert has unilaterally declared the Plaintiff Alumnae Association “disaffiliated” because the Plaintiff Alumnae Association was not willing to join Defendant Limbert in violating IHL governing policy and public interest.

LEGAL THEORY III.

DEFENDANT LIMBERT VIOLATED THE AFFILIATION AGREEMENT AND IHL BOARD POLICIES BY DISREGARDING THE SIXTY (60) DAY NOTICE PERIOD

38. Additionally, Defendant Limbert immediately sought the Alumnae Association’s assets after issuing the disaffiliation notice. Defendant Limbert did not wait until the 60-day disaffiliation notice period transpired.

39. Defendant Limbert also made it impossible for the Alumnae Association to change its name to Alumni Association, as agreed to in the Affiliation Agreement by usurping the name “MUW Alumni Association ” well in advance of the sixty (60) day notice period required by the Affiliation Agreement.

40. Finally, the Alumnae Association has been prohibited access to its records, including the membership database, historical documents and working files since the disaffiliation notice was sent.

LEGAL THEORY IV.

DEFENDANT LIMBERT'S ACTIONS VIOLATED THE EXPRESS INTENT OF THE MISSISSIPPI LEGISLATURE

41. The Mississippi Legislature has passed the Resolution Exhibit "D," declaring the legislative intent that Defendant Limbert should "maintain its relationship" with Plaintiff and resolve the dispute with the Alumnae Association "by giving the Alumnae Association of MUW the same voting rights of all other alumni associations." The Defendant Limbert has disregarded this Resolution, Exhibit "D." Additionally, the Mississippi Senate enacted the Resolution Exhibit "E," directing that the Defendant Limbert should maintain its relationship with Plaintiff. Further, according to the legislative intent, as expressed in Exhibits "D" and "E," the Plaintiff Alumnae Association must have the same "voting rights of all other alumni associations."

42. By ignoring Exhibits "D" and "E," the Defendant Limbert has disregarded the intent of the Mississippi Legislature.

LEGAL THEORY V.

DEFENDANT LIMBERT'S ACTIONS ARE UNLAWFUL BECAUSE THEY ARE OUTSIDE THE AUTHORITY GIVEN HER BY THE DEFENDANT IHL BOARD

43. According to the IHL Board policy paragraph 300-23:

Each institution of the Mississippi State Institutions of Higher Learning and their development foundations, research foundations, athletic foundations, alumni associations and any other similar affiliated entities shall enter into a public, written operating agreement that outlines the relationship between the two entities. This

agreement shall be reviewed for approval by the Board of Trustees at least every five (5) years, **or whenever the operating agreement is changed**, ... [Emphasis added]

44. The Defendant Limbert has violated the above “operating agreement,” since she has disassociated Plaintiff Alumnae Association without first obtaining the approval of the IHL Board. Because the Defendant Limbert did not obtain the approval of the IHL Board, her actions purport to disassociate the University from the Alumnae Association are void and of no effect.

LEGAL THEORY VI.

LIMBERT IS IMPROPERLY SPENDING PUBLIC MONEY OR FOUNDATION MONEY FOR ATTORNEY’S FEES

45. All actions in this Amended Complaint are taken by the Defendant Limbert contrary either to express policies of the IHL Board, express resolutions of the Mississippi Legislature or clear Mississippi public policy. The actions should, therefore, be deemed to be taken outside of the course and scope of Defendant Limbert’s employment.

46. No statute authorizes expenditure of taxpayer money to defend Defendant Limbert’s actions which are taken contrary to her authority under state law.

47. No statute or charter of any nonprofit foundation authorizes the expenditure of foundation money for attorney’s fees in this case.

48. Any actions by Defendant Limbert in spending any money belonging to a nonprofit foundation or belonging to MUW or belonging to the taxpayers of the State of Mississippi is contrary to statute, policies of the IHL Board and to Mississippi public policy.

49. No statute authorizes Defendant Limbert to spend taxpayer money to defend actions taken contrary to the intent of the Legislature or the IHL Board.

PRELIMINARY INJUNCTION

50. Plaintiff Alumnae Association is threatened by irreparable injury.

51. Irreparable injury, loss and damage will result to Plaintiff Alumnae Association if the disaffiliation of the longstanding venerable institution known as the MUW Alumnae Association is disaffiliated from the University which it has supported for at least 117 years. See Affidavit of Betty Lou Jones, Exhibit "F." Defendant Limbert is attempting to seize the Alumnae Association's assets, including:

A. an Endowed Alumni Account containing approximately \$29,000.00 in September 2006. The exact amount of money in the account is unavailable due to lack of cooperation of the MUW Foundation;

B. the inventory of approximately 4,000 copies of *Southern Grace* cookbook. Proceeds from the sale of the cookbook thus far have primarily gone to pay for the development of the book. Only recently have the sales begun to earn money for the benefit of MUW and a scholarship fund established to benefit the Culinary Arts Department at MUW;

C. an account containing proceeds from the sales of the *Southern Grace* cookbook. The exact amount of money in the account is unknown due to the lack of cooperation of the University Foundation where the money is held. Some of the money in this account has already been donated for scholarships for the Culinary Arts department;

D. the Alumnae Association's copyright ownership of:

Copyright Reg. No. PA-62-628

Title: M. U. W. Songs We Love / Alumnae Association of Mississippi University for Women

Claimant: M.U.W. Alumnae Association

Registered: 19 Mar 1980

Copyright Reg. No. TX-5-825-530

Title: *Southern Grace*: Recipes and Remembrances from the W.

Claimant: Mississippi University for Women Alumnae Association
Registered: 30 Sep 2003

Copyright Reg. No. VA-780-435
Title: Mississippi University for Women ring design
Claimant: Mississippi University for Women Alumnae Association
Created: 1994
Registered: 21 Nov 1995

E. a “Special Projects Account” which contained approximately \$2,800.00 in September 2006. The exact amount available in the account today is unknown due to lack of cooperation of the MUW Foundation;

F. the “Stovall House Fund” containing approximately \$1,800.00 in September 2006. The amount currently in the fund is unknown due to lack of cooperation by the MUW Foundation;

G. membership records of the Alumnae Association for its 22,000 members;

H. historical documents of the Alumnae Association; and

I. the Alumnae Association’s ability to support and assist MUW.

52. Defendant Limbert has already terminated access by the Alumnae Association to its entire collection of membership records, which were available through the Alumni Affairs office on the MUW campus, the Alumnae Association’s principal place of business. Additionally the Alumnae Association no longer has access to its historical documents which are were also rightfully housed within the Alumni Affairs office, the Alumnae Association’s principal place of business. *Access has been denied to the Alumnae Association’s property throughout the sixty (60) day notice disaffiliation period.*

53. Only judicial intervention can stop the disaffiliation.

54. Mississippi University for Women and the MUW Alumnae Association have been

successful partners for years and will be for years to come. Defendant Limbert is merely a transient guest of the institution and family comprised of MUW and the MUW Alumnae Association.

55. Plaintiff Alumnae Association is a longstanding and venerable Mississippi entity that is directly impacted by Defendant Limbert's disorderly actions described above. Plaintiff has an interest in the subject matter of this Amended Complaint separate and in excess of interest of the general public's significant interest.

56. Plaintiff Alumnae Association will be permanently and irreparably harmed if Defendant Limbert is allowed to unilaterally disaffiliate the University from the very Alumnae Association that is the primary reason that the University is in existence today.

57. In addition the public has an interest in this litigation because Mississippi University for Women, a public institution, will be irreparably harmed without the protective and nurturing relationship with the MUW Alumnae Association.

58. Upon hearing the request for a preliminary injunction, the Court should find that (1) there exists a substantial likelihood that Plaintiff will prevail on the merits at a final hearing; (2) an injunction is necessary to prevent irreparable harm; (3) the threatened harm to Plaintiff outweighs any harm an injunction might cause to the Defendants; and (4) a preliminary injunction is in the public interest. See Affidavit of Betty Lou Jones, Exhibit "F."

PRAYER

Plaintiff, therefore, requests the following relief:

1. Preliminary Injunction – Plaintiff requests a preliminary injunction enjoining the Defendant Limbert, in her individual capacity or, alternatively, in her official capacity, from causing the Plaintiff Alumnae Association to be disassociated from the Mississippi University for Women.

2. Permanent Injunctive and Declaratory Relief – Upon a final trial, Plaintiff requests the following permanent injunctive and declaratory relief:

a. That this Court will adjudicate and declare that any attorney’s fees incurred by Defendant Limbert in the defense of this action are incurred outside of the scope of Limbert’s employment, are outside of the scope of any statute authorizing payment of attorney’s fees by the taxpayers and are outside the scope of her authority to pay attorney’s fees from any foundation and are contrary to policies of the IHL Board and the Legislature. Thus, Defendant Limbert should be permanently enjoined to pay and all attorney’s fees incurred in this cause from sources other than taxpayer funds and foundation funds intended for the benefit of MUW.

b. enter a Declaratory Judgment determining that Defendant Limbert has wrongfully violated the provisions of the Affiliation Agreement by arbitrarily rejecting the By-laws submitted by the Alumnae Association for her approval and by ignoring the requirement that the Association be a private and independent entity;

c. enter a Declaratory Judgment that Defendant Limbert has violated IHL Policy 301.0806 by insisting that the University President exercise control over the operations of the MUW Alumnae Association, a private and independent entity;

d. enter a permanent injunction prohibiting Defendant Limbert from disaffiliating the 117 year old MUW Alumnae Association and enjoining Defendant Limbert from exercising control over the MUW Alumnae Association’s election of officers or operations;

e. award attorney fees to Plaintiff in a reasonable amount to be established upon conclusion of this matter;

f. enter a declaratory judgment that the Defendant Limbert individually or, alternatively, in her official capacity lacks the authority to disassociate MUW from the Plaintiff Alumnae Association without express approval of the IHL Board;

g. enter a declaratory judgment that the Defendant Limbert's actions contravened the policies of the IHL Board since those policies require that the Alumnae Association be independent of the university president and of the IHL Board;

h. enter a declaratory judgment that the Defendant Limbert's actions violate the public policy of the State of Mississippi by needlessly causing the Alumnae Association to be a state actor such that it could be sued for federal civil rights violations under 42 U.S.C. 1983;

I. enter a declaratory judgment that the actions of the Defendant Limbert violate the public policy of the State of Mississippi by exposing the Defendant IHL Board and its individual members to potential suits for violation of the equal protection clause of United States Constitution Amendment Fourteen; and

j. enter a declaratory judgment that Defendant Limbert's actions are unlawful based on all eight legal theories pled.

3. Plaintiff prays for additional relief to which it might in equity be entitled under the circumstances of this case.

4. Counsel certifies that notice has been given to the opposing party of this preliminary injunction by sending copies of the First Amended Complaint to the attorneys listed on the Certificate of Service.

This 5th day of April, 2007.

Respectfully submitted,

WAIDE & ASSOCIATES, P.A.

BY: _____

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MS BAR NO.: 6857

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Attorneys for Plaintiff

CERTIFICATE OF SERVICE

I, Jim Waide, one of the attorneys for Plaintiff, do hereby certify that I have this day served, via electronic mail and U.S. mail, a true and correct copy of the above and foregoing to the following:

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THIS the 5th day of April, 2007.

JIM WAIDE

SUBSCRIPTION

This day personally appeared before me, the undersigned authority, Betty Lou Jones, on behalf of the Mississippi University for Women's Alumnae Association, and having being duly sworn by me, state that the facts contained in the above and foregoing Amended Complaint are true and correct as therein stated.

This the ____ day of April, 2007.

BETTY LOU JONES

SWORN TO AND SUBSCRIBED before me this the ____ day of _____,
2007.

NOTARY PUBLIC

(S E A L)

My Commission Expires:
