

<p>DISTRICT COURT, LARIMER COUNTY,          COLORADO          Larimer County Justice Center          201 La Porte Avenue, Suite 100          Fort Collins, Colorado 80521          Phone Number: (970) 498-6100</p>	
<p>Christopher McIntire,           Plaintiff,           v.           The Board of Governors of the Colorado State          University System d/b/a Colorado State University;          Anthony Frank in his official capacity as President          of Colorado State University; Rocky Mountain          Planned Parenthood, Inc., a Colorado nonprofit          corporation; Planned Parenthood of the Rocky          Mountains Services Corporation, a Colorado          nonprofit corporation; and Advanced Bioscience          Resources, Inc., a California corporation           Defendants.</p>	
<p><u>Attorney for Plaintiff:</u>           Barry K. Arrington, No. 16486          Arrington Law Firm          3801 East Florida Avenue, Suite 830          Denver, Colorado 80210          (O) 303-205-7870          (F) 303-463-0410          E-mail: barry@arringtonpc.com</p>	<p style="text-align: center;">▲ COURT USE ONLY ▲</p> <p>Case Number:           Courtroom</p>
<p><b>COMPLAINT</b></p>	

Plaintiff Christopher McIntire submits the following Complaint:

**I. PARTIES**

1. Plaintiff is an individual with an address of 928 Osage Avenue, Manitou Springs, Colorado 80829.

2. Plaintiff pays taxes in the State of Colorado. Defendants CSU (as defined below) and Frank (as defined below) have expended and will continue to expend public funds in violation of the Abortion Funding Prohibition Amendment (as defined below) contrary to the Constitution of the State of Colorado. Plaintiff has therefore suffered an injury-in-fact because he seeks review of what he claims are substantial unlawful government expenditures that are contrary to Colorado's state government.

3. Defendant The Board of Governors of the Colorado State University System is a body corporate capable in law of suing and being sued. The Board of Governors of the Colorado State University System does business under the name "Colorado State University," and shall be referred to herein as "CSU."

4. Anthony Frank ("Frank") is the president and chief executive officer of CSU. Frank is sued in his official capacity only.

5. Rocky Mountain Planned Parenthood, Inc., d/b/a Planned Parenthood of the Rocky Mountains, Inc. ("Rocky Mountain Planned Parenthood") is a Colorado nonprofit corporation formed on October 20, 1988. Its principal office address is 7155 East 38th Avenue, Denver, Colorado 80207.

6. Planned Parenthood of the Rocky Mountains Services Corporation ("PP Services") is a Colorado nonprofit corporation formed on August 26, 1999. Its principal office address is also 7155 East 38th Avenue, Denver, Colorado 80207.

7. Advanced Bioscience Resources, Inc. ("ABR") is a California corporation with an address of 1516 Oak Street, #303, Alameda, California 94501. This Court has personal jurisdiction over ABR, because, as explained in detail below, ABR has conspired with the other defendants in this state to break the laws of Colorado and has participated with the other defendants in unlawful activities in this state.

## II. VENUE

8. Pursuant to C.R.C.P. 98(b)(2), venue is proper in this Court.

## III. GENERAL ALLEGATIONS

### A. The Abortion Funding Prohibition Amendment

9. In November 1984, the voters of the State of Colorado approved an amendment to the Colorado Constitution (hereinafter the "Abortion Funding Prohibition Amendment") which prohibited the use of public funds, either directly or indirectly, to pay for induced abortions. The Abortion Funding Prohibition Amendment, set forth as Article V, Section 50 of the Colorado Constitution, states:

**No public funds shall be used by the State of Colorado, its agencies or political subdivisions to pay or otherwise reimburse,**

**either directly or indirectly, any person, agency or facility for the performance of any induced abortion, PROVIDED** HOWEVER, that the General Assembly, by specific bill, may authorize and appropriate funds to be used for those medical services necessary to prevent the death of either a pregnant woman or her unborn child under circumstances where every reasonable effort is made to preserve the life of each.

(emphasis added)

10. The Abortion Funding Prohibition Amendment became effective on January 14, 1985.

11. In November 1986, an initiative proposing the repeal of the Abortion Funding Prohibition Amendment was rejected by Colorado voters. Thus, Colorado voters have twice affirmed the Abortion Funding Prohibition Amendment's prohibition on the use of Colorado taxpayer dollars to directly or indirectly subsidize induced abortions.

12. The Abortion Funding Prohibition Amendment remains in force and effect to this day.

## **B. Rocky Mountain Planned Parenthood Performs Abortions**

13. Rocky Mountain Planned Parenthood has denied that it performs abortions. It has asserted that abortion services are performed solely by its affiliate PP Services. Those statements were false. Rocky Mountain Planned Parenthood does in fact perform induced abortions.

14. In 2014 the office of the Public Administrator for the 20<sup>th</sup> Judicial District brought a civil action against Rocky Mountain Planned Parenthood entitled *Sisk v. Rocky Mountain Planned Parenthood, Inc.*, Civil Action No. 2014CV31778 in the District Court for the City and County of Denver, Colorado (the "Sisk Action").

15. In the Sisk Action Rocky Mountain Planned Parenthood was accused of failing to report suspected child abuse when it performed an abortion on a 13 year-old girl who was accompanied to the facility by her abusive stepfather, the man who got her pregnant and later pled guilty to child abuse.

16. Rocky Mountain Planned Parenthood was named as a defendant in the Third Amended Complaint in the Sisk Action (the "Sisk Complaint"). PP Services was never named as a party in the Sisk Action.

17. In its Answer to the Sisk Complaint Rocky Mountain Planned Parenthood, Inc. d/b/a Planned Parenthood of the Rocky Mountains, Inc. identified itself by the acronym "PPRM."

18. In paragraph 20 of the Sisk Complaint the plaintiff alleged: “R. Z. [i.e., the 13 year-old sex abuse victim] was then taken to another room for the abortion procedure.”

19. In its response to paragraph 20 of the Sisk Complaint Rocky Mountain Planned Parenthood stated: “PPRM admits only that R. Z. requested, and was provided, abortion care at its health center.” The plain meaning of this admission is that the abortion was performed by Rocky Mountain Planned Parenthood personnel at Rocky Mountain Planned Parenthood’s facility.

20. In paragraph 22 of the Sisk Complaint the plaintiff alleged: “After the abortion R. Z. was released from the recovery room, but no adult was present to assist her. Instead Jane Does 1-4 allowed R. Z. to leave Planned Parenthood’s facility unaccompanied, and R. Z. located Smith in his vehicle in the parking lot.”

21. In its response to paragraph 22 of the Sisk Complaint Rocky Mountain Planned Parenthood stated: “PPRM admits that it released R. Z. from the recovery room of its health center following her abortion procedure. PPRM denies that R. Z. was permitted to leave PPRM’s health center unaccompanied.” The plain meaning of these statements is that after Rocky Mountain Planned Parenthood personnel performed the abortion, they transferred her to the abortion recovery room in Rocky Mountain Planned Parenthood’s facility and later released her from that room.

22. In its Answer to the Sisk Complaint Rocky Mountain Planned Parenthood also admitted that R. Z. made an appointment for an abortion (which it called “health services”) at its facility (paragraph 13); that the girl was seen for medical treatment (i.e., the abortion) at its facility (paragraph 14); that the girl completed the required forms to obtain the abortion at its facility (paragraph 15); and that its employees were the ones who provided the “medical care,” i.e., the abortion (paragraph 32).

23. In the first affirmative defense listed in its answer Rocky Mountain Planned Parenthood stated that it relied on certain information in connection with complying with the Colorado Parental Notification Act. Obviously, only an entity that performs an induced abortion need comply with the Colorado Parental Notification Act. Thus, this affirmative defense is tantamount to admitting that Rocky Mountain Planned Parenthood did in fact perform the abortion in question in the Sisk Action.

24. In its Answer to the Sisk Complaint Rocky Mountain Planned Parenthood never stated that personnel acting on behalf of any other entity (including but not limited to PP Services) performed the abortion on R. Z.

25. On July 14, 2015, a non-profit organization known as the Center for Medical Progress (“CMP”) released the first of a series of undercover videos which captured meetings and conversations with high level executives of Planned Parenthood Federation of America and certain of its affiliates, including defendant Rocky Mountain Planned Parenthood. Specifically, two of the CMP videos have depicted meetings and

conversations with high level officials of defendant Rocky Mountain Planned Parenthood.

26. These meetings and conversations concerned the harvesting and sale of livers, eyes, brains, and other organs and body parts extracted from aborted unborn babies. Each of the videos which have been released by CMP have depicted barbaric, shocking, and disturbing practices and information about how Planned Parenthood Federation of America affiliates, including defendant Rocky Mountain Planned Parenthood, have sought to profit from these practices.

27. In the video highlighting defendant Rocky Mountain Planned Parenthood, released on July 28, 2015, Dr. Savita Ginde, Vice President and Medical Director of defendant Rocky Mountain Planned Parenthood, is seen negotiating the price for the harvesting and sale of body parts and organs of aborted babies. The video was taken inside defendant Rocky Mountain Planned Parenthood's Denver facility. In the video Dr. Ginde outlines how best to harvest usable body parts and organs from aborted babies to preserve the body parts for sale to others. The CMP video also depicts a defendant Rocky Mountain Planned Parenthood employee picking through various body parts of aborted babies. Upon information and belief, these babies were aborted by defendant Rocky Mountain Planned Parenthood by Dr. Savita Ginde who was, at all relevant times herein, acting within the scope of her authority and employment with defendant Rocky Mountain Planned Parenthood.

28. Moreover, the second CMP video released on July 30, 2015 depicts Dr. Savita Ginde saying, "It's a baby." Another defendant Rocky Mountain Planned Parenthood employee adds, "Another boy!" All this occurs while the body parts of an aborted baby are being displayed and examined in a petri dish inside the defendant Rocky Mountain Planned Parenthood's Denver abortion facility.

29. In or about March 2010 CSU entered into a contract with defendant Rocky Mountain Planned Parenthood whereby CSU was to purchase parts of human fetuses aborted by defendant Rocky Mountain Planned Parenthood (the "Planned Parenthood Contract"). The Planned Parenthood Contract is attached hereto as Exhibit 1.

30. CSU entered into the Planned Parenthood Contract directly with Rocky Mountain Planned Parenthood, because Rocky Mountain Planned Parenthood is the entity that actually performs the abortions and is thus in a position to provide the parts of the aborted fetuses. It would make no sense to enter into the contract with Rocky Mountain Planned Parenthood if PP Services were the entity performing the abortions.

31. Rocky Mountain Planned Parenthood through its agents and employees has performed and continues to perform induced abortions.

### **C. Rocky Mountain Planned Parenthood Attempts to Disguise its Abortion Business**

32. In 2001 Jane Norton was the Executive Director of the Colorado Department of Health and Environment (“CDPHE”).

33. Ms. Norton directed that CDPHE determine whether Rocky Mountain Planned Parenthood and/or PP Services were being provided Colorado taxpayer funds which resulted in the subsidization, directly or indirectly, of abortion services in violation of Colorado’s Abortion Funding Prohibition Amendment.

34. At Ms. Norton’s direction, CDPHE thereupon retained the Greeley, Colorado, accounting firm of Anderson & Whitney to determine whether Rocky Mountain Planned Parenthood was separately incorporated, maintained separate facilities, and maintained financial records which demonstrated financial independence from PP Services.

35. On September 5, 2001, Anderson & Whitney provided its report to CDPHE. Anderson & Whitney determined that Rocky Mountain Planned Parenthood was indeed subsidizing PP Services and refused to comply with the recommendations of the independent auditor and directions from CDPHE to separate their activities and operations.

36. Upon information and belief, Rocky Mountain Planned Parenthood has not taken any action to demonstrate its independence from its abortion-providing affiliate or to otherwise become independent from its abortion-providing affiliate and thus be eligible to receive Colorado public funds in compliance with Colorado’s Abortion Funding Prohibition Amendment.

37. Rocky Mountain Planned Parenthood and PP Services are, and, at all times relevant herein, have been interrelated and integrated affiliates which occupy the same office space, utilize the same medical professional and lay staff, utilize the same medical supplies and services, utilize the same office supplies and services, utilize the same utilities, and, either individually or jointly, periodically file claims for payment from public funds for services rendered to Colorado citizens. As a result, payments to or for the benefit of Rocky Mountain Planned Parenthood amount to payments to or for the benefit of PP Services.

38. In summary, PP Services is a mere instrumentality for the transaction of Rocky Mountain Planned Parenthood’s abortion activities. Indeed, the sole reason for PP Services’ existence is to evade the proscriptions of the Abortion Funding Prohibition Amendment. PP Services has no existence separate and apart from Rocky Mountain Planned Parenthood and exists merely as a convenient fiction to disguise Rocky Mountain Planned Parenthood’s abortion activities. That CSU contracted with defendant Rocky Mountain Planned Parenthood instead of defendant PP Services to traffic in body parts of aborted fetuses further supports the fact that defendant Rocky Mountain Planned

Parenthood engages directly in abortion operations and only uses defendant PP Services as a convenient fiction when it suits its purposes in the context of challenges under the Abortion Funding Prohibition Amendment or reporting to State of Colorado officials or others.

39. There is such unity of interest between the two entities that the separate personalities or identities of these two corporations no longer exists. Justice and equity require that the separate existence of the two corporations be disregarded, because defendant Rocky Mountain Planned Parenthood uses PP Services for the specific purpose of evading and defeating rightful claims under the Abortion Funding Prohibition Amendment.

#### **D. The First National Bank Commercial Checking Account**

40. CSU maintains a commercial checking account with an account number ending in 0536 at First National Bank, Fort Collins, Colorado (the “FNB Account”). All funds in the FNB Account are owned by CSU and no other person or entity.

41. All funds deposited into or withdrawn from the FNB Account are and, at all times relevant herein, have been “public funds” as that term is defined in the Abortion Funding Prohibition Amendment.

#### **E. CSU Purchases Parts of Fetuses Aborted by Planned Parenthood**

42. Pursuant to the Planned Parenthood Contract, defendant Rocky Mountain Planned Parenthood issued its Invoice #04272010, a copy of which is attached as Exhibit 2.

43. In response thereto, CSU issued check no. 767466 to defendant Rocky Mountain Planned Parenthood to pay Invoice #04272010. Check no. 767466 was drawn on the FNB Account.

44. Defendant Rocky Mountain Planned Parenthood negotiated check no. 767466 and the check was paid by First National Bank from funds on deposit in the FNB Account on or about June 24, 2010.

45. Invoice #04272010 was issued by defendant Rocky Mountain Planned Parenthood for the specific purpose of inducing CSU to pay it public funds to subsidize its abortion activities.

46. The purported purpose of Invoice #04272010 (i.e., “instrument supply” and “administrative start-up”) was a thinly disguised cover-up of the real purpose of the invoice as described in the previous paragraph. The payment sought by Rocky Mountain Planned Parenthood on account of this invoices bears absolutely no relation to the actual cost of transportation, processing, preservation, quality control and storage of fetal tissue. Indeed, it does not even purport to cover such costs.

47. Pursuant to the Planned Parenthood Contract, defendant Rocky Mountain Planned Parenthood provided 10 specimens of tissue from aborted human fetuses and issued its Invoice #04052011, a copy of which is attached as Exhibit 3.

48. CSU issued check no. 800972 to defendant Rocky Mountain Planned Parenthood to pay Invoice #04052011. Check no. 800972 was drawn on the FNB Account.

49. Defendant Rocky Mountain Planned Parenthood negotiated check no. 800972 and the check was paid by First National Bank from funds on deposit in the FNB Account on or about May 26, 2011.

50. It is known in the abortion industry that Planned Parenthood affiliates, including defendant Rocky Mountain Planned Parenthood, make a profit on these types of transactions. For example, the first CMP video released on July 14, 2015, documents a meeting with Dr. Deborah Nucatola, the Senior Director of Medical Services for Planned Parenthood Federation of America, the parent organization of defendant Rocky Mountain Planned Parenthood. Dr. Deborah Nucatola oversees all abortion practices for all Planned Parenthood affiliates in the nation, including defendant Rocky Mountain Planned Parenthood. In this July 14, 2015 video, as she negotiates prices to be paid for aborted baby parts, Dr. Deborah Nucatola asserts the following regarding affiliates (which includes defendant Rocky Mountain Planned Parenthood):

I think for affiliates, at the end of the day, they're a non-profit, they just don't want to—they want to break even. And if they can do a little better than break even, and do so in a way that seems reasonable, they're happy to do that.

51. The plain meaning of this statement is that Planned Parenthood's affiliates (including defendant Rocky Mountain Planned Parenthood) price the body parts in which they traffic at a price designed to do better than break even, i.e., at a price in excess of the cost of transportation, processing, preservation, quality control and storage of fetal tissue, thereby profiting from the sale of the body parts.

52. In a video made public on July 30, 2015, defendant Rocky Mountain Planned Parenthood Vice President and Medical Director Dr. Savita Ginde is depicted as negotiating a fetal body parts deal. In the video she agrees multiple times to illicit pricing per body part harvested, brainstorms ways to ensure that her company's abortion doctors provide usable fetal organs, and suggests ways to avoid legal consequences.

53. In the video Dr. Ginde states: ““I think a per-item thing [i.e., charging per body part rather than a flat fee for the entire fetus] works a little better, just because we can see how much we can get out of it.” Dr. Ginde's statement makes it clear that prices are set to maximize revenue, not to merely cover costs.



54. The amounts CSU paid defendant Rocky Mountain Planned Parenthood for these parts of human fetuses is substantially in excess of defendant Rocky Mountain Planned Parenthood's actual cost of transportation, processing, preservation, quality control and storage of fetal tissue. Defendant Rocky Mountain Planned Parenthood uses the profits it generated from the CSU transactions to subsidize its abortion activities.

55. In a video of a February 6, 2015 conversation, Mary Gatter (President of the Medical Directors' Council of Planned Parenthood Federation of America and Medical Director of Planned Parenthood of Pasadena and San Gabriel Valley) haggled over the price of aborted fetus parts. She stated that the money received for the parts "has to be big enough that it is worthwhile." She stated that if the prices that had been discussed are low, "then we can bump it up. I want a Lamborghini." Obviously, the actual cost of transportation, processing, preservation, quality control and storage of fetal tissue has no bearing on the price for which Dr. Gatter was negotiating. Indeed, that cost is a fixed and determinable sum, and therefore negotiation would be unnecessary if the goal were simply to recover that amount. Instead, Dr. Gatter negotiated for the highest price the market would bear. On information and belief, Dr. Gatter's tactics are typical, and support the conclusion that defendant Rocky Mountain Planned Parenthood's prices are designed to exceed its costs.

#### **F. CSU Purchases Parts of Aborted Fetuses from ABR**

56. From 2010 to 2015 ABR sold parts of aborted fetuses to CSU. Exhibit 4 is an invoice by invoice summary of CSU's purchase of aborted fetus parts from ABR. In summary, from January 2010 to August 2015 CSU paid ABR a total of \$96,945 on account of 224 separate invoices for aborted fetus parts issued to it by ABR.

57. Exhibit 4 also itemizes each of the checks CSU issued in payment of the invoices identified in the preceding paragraph. Each of the CSU checks identified in Exhibit 4 was drawn on the FNB Account. Each of the CSU checks was negotiated by ABR. And each of the CSU checks was duly paid by First National Bank from the funds on deposit in the FNB Account. The funds paid to ABR were "public funds" as that term is defined in the Abortion Funding Prohibition Amendment.

58. Cate Dyer, worked as a procurement technician for ABR before founding her own company. In a May 22, 2015 video Dyer states that ABR would pay an "advisor fee" to a clinic manager or director in order to preserve their exclusive right to harvest fetal tissue at that location. "There's like, well enough known," Dyer said, that "for a long time there were certain clinics that because they had paid advisors that were sitting on boards for these clinics, that were also an advisor to ABR, you were just never going to go anywhere with them, you know what I mean?" On information and belief, ABR's subsidies to abortion providers as described by Dyer are typical and apply to the abortion providers who supplied the body parts sold to CSU by ABR.

59. Thus, CSU used public funds to purchase the tissue of aborted fetuses from ABR. On information and belief, ABR used those public funds to acquire parts of

aborted fetuses from abortion providers at a price in excess of the abortion provider's cost of transportation, processing, preservation, quality control and storage of fetal tissue, and ABR also subsidized those abortion providers' operations. Thus, such use of public funds constitutes an indirect subsidy of the abortions performed by these abortion providers.

**IV. FIRST CLAIM FOR RELIEF  
(Declaratory Judgment Against CSU and Frank)**

60. Plaintiff incorporates the allegations set forth in the foregoing paragraphs as if fully set forth herein.

61. Plaintiff is entitled to a declaratory judgment pursuant to the Colorado Uniform Declaratory Judgment Act, C.R.S. §§ 13-51-101 *et seq.*, and C.R.C.P. 57 to determine his rights with respect to CSU's and Frank's unlawful expenditure of public funds in violation of the Colorado Constitution.

62. Plaintiff requests this Court to enter judgment declaring that CSU's and Frank's actions described herein violate the Colorado Constitution.

63. Plaintiff requests this Court to enter judgment declaring that any contracts entered into to purchase fetal organs, as described herein, were void *ab initio* and not merely voidable.

**V. SECOND CLAIM FOR RELIEF  
(Preliminary and Permanent Injunction Against CSU and Frank)**

64. Plaintiff incorporates the allegations set forth in the foregoing paragraphs as if fully set forth herein.

65. The unconstitutional expenditure of public funds by CSU and Frank has caused Plaintiff and other Colorado taxpayers to suffer real, immediate and, irreparable injury for which there is no adequate remedy at law.

66. Requiring CSU and Frank to comply with the Abortion Funding Prohibition Amendment will serve the public interest. Moreover, the balance of equities favors an injunction.

67. Plaintiff requests this Court to enter its order preliminarily and permanently enjoining CSU and Frank from further violations of the Abortion Funding Prohibition Amendment.

**VI. THIRD CLAIM FOR RELIEF  
(Unjust Enrichment Against Planned Parenthood and ABR)**

68. Plaintiff incorporates the allegations set forth in the foregoing paragraphs as if fully set forth herein.

69. Planned Parenthood and ABR knew or should have known that the payments by CSU for fetal organs violated the Colorado Constitution and were void *ab initio* and not merely voidable.

70. Accordingly, the cash payments received by Planned Parenthood and ABR were received under circumstances as to make it inequitable for them to retain such benefits.

71. Therefore, Plaintiff requests the Court to enter an order requiring Planned Parenthood and ABR to account for and disgorge to the State of Colorado all such payments.

#### **VII. FOURTH CLAIM FOR RELIEF (Civil Conspiracy Against All Defendants)**

72. Plaintiff incorporates the allegations set forth in the foregoing paragraphs as if fully set forth herein.

73. The defendants agreed, by words or conduct, to accomplish an unlawful goal of expending public funds in violation of the Abortion Funding Prohibition Amendment.

74. One or more acts were performed to accomplish the unlawful goal.

75. As a Colorado taxpayer, plaintiff has been harmed by the unlawful expenditure of public funds in violation of the Colorado Constitution.

76. The harm caused to the plaintiff was caused by the acts performed to accomplish the unlawful goal.

#### **VIII. FIFTH CLAIM FOR RELIEF (Piercing the Corporate Veil)**

77. Plaintiff incorporates the allegations set forth in the foregoing paragraphs as if fully set forth herein.

78. Rocky Mountain Planned Parenthood and PP Services are, and, at all times relevant herein, have been interrelated and integrated affiliates which occupy the same office space, utilize the same medical professional and lay staff, utilize the same medical supplies and services, utilize the same office supplies and services, utilize the same utilities, and, either individually or jointly, periodically file claims for payment from public funds for services rendered to Colorado citizens.

79. PP Services is a mere instrumentality for the transaction of Rocky Mountain Planned Parenthood's abortion activities, and there is such unity of interest between the two entities that the separate personalities of the corporations no longer exists. Justice and equity require that the separate existence of the two corporations be disregarded, because Rocky Mountain Planned Parenthood uses PP Services for the specific purpose of evading and defeating rightful claims under the Abortion Funding Prohibition Amendment.

80. Plaintiff requests the Court to enter a declaratory judgment that for purposes of the application of the Abortion Funding Prohibition Amendment, the separate existence of the two corporations shall be disregarded and the two entities treated as a single joint enterprise.

WHEREFORE, Plaintiff respectfully pleads as aforesaid and prays for the following relief:

(a) Declaratory judgment that CSU's and Frank's actions in contracting with and/or paying public funds to purchase fetal organs violates the Abortion Funding Prohibition Amendment.

(b) A preliminary injunction enjoining CSU and Frank from further violations of the Abortion Funding Prohibition Amendment.

(c) A permanent injunction enjoining CSU and Frank from further violations of the Abortion Funding Prohibition Amendment.

(d) An order requiring Planned Parenthood and ABR to disgorge to the State of Colorado all amounts received on account of payments that violated the Abortion Funding Prohibition Amendment.

(e) A declaratory judgment that for purposes of the application of the Abortion Funding Prohibition Amendment in this action, the separate existence of Rocky Mountain Planned Parenthood and PP Services shall be disregarded and the two entities treated as a single joint enterprise.

(f) For plaintiff's costs and attorney's fees as may be provided by law.

(g) For such other and further relief as the Court may deem just and proper.

Respectfully submitted this 7th day of October, 2015.

**/s/ Barry K. Arrington**

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Barry K. Arrington