UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MAINE

JONATHAN REISMAN, Plaintiff, v. ASSOCIATED FACULTIES OF THE UNIVERSITY OF MAINE, UNIVERSITY OF MAINE AT MACHIAS, and BOARD OF TRUSTEES OF THE UNIVERSITY OF MAINE SYSTEM, Defendants.	Civil Case No.:1:18-cv-00307-JDL

MOTION FOR A PRELIMINARY INJUNCTION
AND ATTACHED MEMORANDUM OF LAW IN SUPPORT

Pursuant to Federal Rule of Civil Procedure 65(a), Plaintiff Jonathan Reisman hereby moves the Court to preliminarily enjoin the Defendants, the Board of Trustees of the University of Maine System (the "Board") and Associated Faculties of the University of Maine (the "Union"), from holding out and regarding the Union as the representative and agent of employees who are not members of the Union like Mr. Reisman. The Defendants' actions under Maine law to appoint the Union as Mr. Reisman's "exclusive representative" violate his First Amendment rights because they compel him to speak by appointing a Union that speaks for him and because they force him into an expressive association with that Union. Those violations cause Mr. Reisman ongoing, substantial, and irreparable injury, while implicating no constitutional right or interest of the Defendants. Likewise, the public interest supports an injunction so as to further First Amendment rights. This Motion is accompanied by a Memorandum of Points and Authorities.

Mr. Reisman respectfully requests that the Rule 65(c) bond amount be set at zero dollars, as this is a "suit[] to enforce important federal rights or other public interests"; or, in the alternative, that it be set at one dollar, as the "risk of monetary loss" of the requested injunction is valued at zero dollars. *Crowley v. Local No. 82, Furniture & Piano Moving*, 679 F.2d 978, 1000 (1st Cir. 1982) (internal quotations omitted), *rev'd on other grounds*, 467 U.S. 526 (1984); *see also Westfield High School L.I.F.E. Club v. City of Westfield*, 249 F. Supp. 2d 98, 128–29 (D. Mass. 2003) (applying *Crowley* to require no Rule 65(c) bond in First Amendment case); *Woodhouse v. Maine Com'n on Governmental Ethics and Election Practices*, 40 F. Supp. 3d 186, 197 (D. Maine 2014) (granting preliminary injunction in First Amendment case while requiring not Rule 65(c) security to be addressed unless the "defendants contend" that one is required). For the foregoing reasons and as set forth in the accompanying Memorandum, this Motion for a Preliminary Injunction should be granted.

August 16, 2018

Respectfully submitted,

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MEMORANDUM OF POINTS AND AUTHORITIES IN SUPPORT OF MOTION FOR A PRELIMINARY INJUNCTION

Defendants, the Board of Trustees of the University of Maine System (the "Board") and Associated Faculties of the University of Maine (the "Union"), have appointed the Union as Plaintiff Jonathan Reisman's exclusive representative with his employer, the Board, despite the fact that he disagrees with its speech made on his behalf and in his name and does not wish to associate with it. That is, as the Supreme Court recently recognized, "a significant impingement on associational freedoms that would not be tolerated in other contexts." *Janus v. Am. Fed'n of State, Cty., & Mun. Employees, Council 31*, 138 S. Ct. 2448, 2478 (2018). Being a plain violation of Mr. Reisman's speech and associational rights under the First Amendment, it should not be tolerated here. The Union's unwanted speech and advocacy on his behalf on "matters of substantial public concern," *id.* at 2460, causes Mr. Reisman ongoing, substantial, and irreparable injury. For that reason, Mr. Reisman respectfully requests that the Court enjoin the Union from holding itself out as Mr. Reisman's representative and agent and enjoin the Board from regarding it as his

representative and agent. Like all Americans, he has the right to insist that he alone speak for himself.

FACTS

A. Maine Law Permits Governmental Entities To Recognize a Union as Employees' "Exclusive Representative"

Maine law empowers a union to become the "exclusive bargaining representative" for "all the university, academy or community college employees" in a bargaining unit by submitting an allegation that a majority of employees in the unit wish to be represented by the union or by election. Me. Rev. Stat. Ann. tit. 26, § 1025 *et seq*. A "state employee" is "any employee of the State of Maine performing services within the executive department." *Id.* § 979-A(6); *see also id.* § 1022(8). On this showing, the Union "shall be recognized by the university, academy or community colleges as the sole and exclusive bargaining agent for all of the employees in the bargaining unit." *Id.* at § 1025(2)(B); *see also id.* § 1025(1) ("[T]he executive director shall certify the organization so recognized as the bargaining agent."). And the public employer is "oblig[ed]" to collectively bargain with that union. *Id.* § 1026(1).

The result is that the public employer recognizes the union as the representative of *all* employees in a unit—including those who have declined to join the union—in bargaining over a wide variety of matters of public interest. The union then represents and speaks for those employees, and the public employer recognizes the union as representing them, in bargaining "with respect to wages, hours, working conditions and contract grievance arbitration." *Id.* § 1026(1)(C).

B. The Board Appoints the Union To Speak for Mr. Reisman

The Plaintiff, Mr. Reisman, is an economics professor at University of Maine at Machias and belongs to the bargaining unit covered by the collective bargaining agreement

between the Union and the Board. Reisman Decl. ¶¶ 2-8. Mr. Reisman is not a member of the Union, and he opposes many positions the Union has taken, both in collective bargaining sessions and on policy matters more generally. *Id.* ¶¶ 9-20.

Nonetheless, Maine law permits the Board to appoint the Union as Mr. Reisman's unwanted representative and agent so that it can speak on his behalf on many issues of substantial public concern. As authorized by Maine law, the Board recognizes the Union as "the sole and exclusive bargaining agent" for certain employees of the University of Maine at Machias, including Mr. Reisman, and has entered into a series of collective-bargaining agreements with the Union, including the latest "Agreement." *Id.* at Ex. A, arts. 1, 3. (Agreement). The bargaining unit includes "University of Maine System employees." Agreement art. 1.

That Agreement thereby appoints the Union to speak for all professors, including those like Mr. Reisman who are not Union members. For example, the Union represents Mr. Reisman when it speaks with the Board regarding "wages, hours, terms and conditions and employment" and all the other matters that are addressed in the 72-page Agreement struck by the Board and the Union. *Id.* at arts. 5(A)–(E). Likewise, the Union represents Mr. Reisman when it speaks with the Board regarding evaluation procedure. *Id.* at art. 10(B)(2). And it speaks for Mr. Reisman when it adopts positions regarding grievances concerning the interpretation and application of the Agreement. *Id.* at art. 15. In addition to these Union-specific rights and roles, the Agreement records the Board's and Union's negotiated points of agreement, including those pertaining to wages, benefits, grievances, the school year, workload, personnel files, office hours, severance, retirement, leaves of absence, and so on.

Employees also have no choice but to submit to the Union in resolving disputes with the Board. Although a professor may decline to be represented by the Union in the adjustment of a grievance, the Union is entitled to participate in the adjustment process, the professor may not obtain representation from another employee organization, and there is no provision for his to obtain witness testimony for a hearing without the Union's assistance. *Id.* at art. 15(E)(2)–(3). Accordingly, to obtain the benefit of representation in disputes with the Board, professors must associate with the Union.

The Union, as Mr. Reisman's representative, does more than just speak on his behalf with the Board. It is also authorized to hold meetings using campus facilities, to use the intra-school mail system to communicate, and to use campus office equipment to conduct its representative business. *Id.* at art. 4(B) *et seq*. These activities, too, are undertaken in the Union's role as the representative and agent of professors like Mr. Reisman.

ARGUMENT

"To grant a preliminary injunction, a district court must find the following four elements satisfied: (1) a likelihood of success on the merits, (2) a likelihood of irreparable harm absent interim relief, (3) a balance of equities in the plaintiff's favor, and (4) service of the public interest." *Arborjet, Inc. v. Rainbow Treecare Sci. Advancements, Inc.*, 794 F.3d 168, 171 (1st Cir. 2015); *Axia NetMedia Corp. v. Massachusetts Tech. Park Corp.*, 889 F.3d 1, 6 (1st Cir. 2018).

I. Mr. Reisman Is Likely To Succeed on the Merits of His Claim

The State and defendants have imposed on Mr. Reisman a government-appointed lobbyist who attempts to influence government on his behalf and in his name, as his agent and representative, despite the fact that he disagrees with the positions it attributes to him.

But the First Amendment protects the individual rights of free speech and free association. Freedom of speech "includes both the right to speak freely and the right to refrain from speaking at all." *Wooley v. Maynard*, 430 U.S. 705, 714 (1977). "The right to eschew association for expressive purposes is likewise protected." *Janus v. Am. Fed'n of State, Cty., & Mun. Employees, Council 31*, 138 S. Ct. 2448, 2463 (2018); *see also Roberts v. United States Jaycees*, 468 U.S. 609, 623 (1984) ("Freedom of association…plainly presupposes a freedom not to associate"). Maine's exclusive-representation scheme violates both rights, because it compels public employees to speak by appointing a union that speaks for them and because it forces them into an expressive association with that union.

Although the First Circuit's decision in *D'Agostino v. Baker*, 812 F.3d 240, 243–44 (1st Cir. 2016), rejects that conclusion, *Janus* overturned that *D'Agostino's* central authority, *Abood v. Detroit Board of Education*, 431 U. S. 209 (1977). *Janus* thereby casts substantial doubt on *D'Agostino*'s continuing vitality, particularly with respect to its conclusion that the government's forcing an unwanted representative on its employees does not violate their associational rights. If, however, the Court finds that *D'Agostino* remains binding, it should deny this motion so that Mr. Reisman may seek that decision's reconsideration.

A. Maine Law Compels Mr. Reisman's Speech on Matters of Substantial Public Concern

Under Maine law and the Agreement, the government has appointed the Union as Mr. Reisman's representative and agent. Me. Rev. Stat. Ann. tit. 26, §§ 1025(1), (2)(B); Agreement arts. 1, 3. In that role, it speaks for his on matters that the Supreme Court has recognized to be "overwhelmingly of substantial public concern." *Janus*, 138 S. Ct. at 2477. But the First Amendment prohibits the government from compelling Mr. Reisman's speech.

That the Defendants compel Mr. Reisman's speech is indisputable. The Union has been appointed, per Maine law, as his "representative," Me. Rev. Stat. Ann. tit. 26, §§ 1025(1), (2)(B), and under the Agreement it is named his "agent" in interactions with the Board. Agreement art. 1. Having sought and obtained exclusive-representative status, the Union's duty under Maine law is to "represent all the university, academy or community college employees within the unit," including Mr. Reisman. Me. Rev. Stat. Ann. tit. 26, §§ 1025(2)(E). It carries out that duty through, among other things, "speech in collective bargaining." *Janus*, 138 S. Ct. at 2475. In so doing, "the union speaks for the *employees*." *Id*. at 2474 (emphasis in original). In other words, it speaks on their behalf, as their official representative and agent. Its speech is attributable to them and therefore constitutes compelled speech. *Johanns v. Livestock Marketing Ass'n*, 544 U.S. 550, 564–65, 566 n.11 (2005).

But, as Justice Jackson put it, "If there is any fixed star in our constitutional constellation, it is that no official, high or petty, can prescribe what shall be orthodox in politics, nationalism, religion, or other matters of opinion or force citizens to confess by word or act their faith therein." *West Virginia Bd. of Ed. v. Barnette*, 319 U.S. 624, 642 (1943). Instead, "[t]he First Amendment mandates that [courts] presume that speakers, not the government, know best both what they want to say and how to say it." *Riley v. Nat'l Fed'n of the Blind*, 487 U.S. 781, 790–91 (1988). "[T]he government, even with the purest of motives, may not substitute its judgment as to how best to speak for that of speakers…; free and

robust debate cannot thrive if directed by the government." *Id.* at 791. For that reason, government-compelled speech is subject to strict scrutiny. *Id.* at 789–90, 800–01.[1]

The Defendants' burden is therefore to show that the challenged regulation is necessary to serve a compelling state interest and is narrowly tailored to achieve that end. *Id.*; *Boos v. Barry*, 485 U.S. 312, 312 (1988). The government's putative interest in "labor peace," which has typically been advanced to defend public-sector union arrangements, is not sufficient. "Labor peace" refers to the potential for "conflict and disruption" that might arise "if the employees in a unit were represented by more than one union." *Janus*, 138 S. Ct. at 2465 (discussing *Abood*, 431 U.S. at 220–21). In *Janus*, the Supreme Court rejected out of hand that argument that "labor peace" justified compelled subsidization of union speech, recognizing that "it is now undeniable that 'labor peace' can readily be achieved 'through means significantly less restrictive of associational freedoms.'" 138 S. Ct. at 2466 (quotation marks omitted); *see also Harris v. Quinn*, 134 S. Ct. 2618, 2640 (2014) (rejecting similar argument).

"Labor peace" is no more compelling a government interest when it comes to justifying compelled speech, as opposed to compelled subsidization of speech as in *Harris* and *Janus*. After all, the First Amendment already affords public workers a near-absolute

[1] The Supreme Court has assumed, without answering the question, that compelled subsidization of speech is subject to exacting scrutiny under which a compelled subsidy must "'serve a compelling state interest that cannot be achieved through means significantly less restrictive of associational freedoms.'" *Janus*, 138 S. Ct. at 2465 (quoting *Knox v. Service Employees International Union*, 567 U.S. 298, 310 (2012)). Strict scrutiny, however, is applicable to compelled speech because "[f]orcing free and independent individuals to endorse ideas they find objectionable is always demeaning," to the point that the Court's "landmark" decision in *Barnette* recognized "that a law commanding 'involuntary affirmation' of objected-to beliefs would require 'even more immediate and urgent grounds' than a law demanding silence." *Id.* (quoting *West Virginia Bd. of Ed. v. Barnette*, 319 U.S. 624, 633 (1943)). The compelled-speech regulation at issue here fails under either standard.

right to speak out themselves on matters of public concern and to join alternative labor organizations, just like they may enter into any number of private associations free from government retaliation. *Heffernan v. City of Paterson, N.J.*, 136 S. Ct. 1412, 1416 (2016) ("The First Amendment generally prohibits government officials from dismissing or demoting an employee because of the employee's engagement in constitutionally protected political activity."). Compelling Mr. Reisman's speech through the Union does nothing to relieve any "conflict and disruption" that could arise from his own voluntary speech and associations. Moreover, such voluntary speech and associations are unlikely to lead to disruption or conflict because the government has no obligation to listen to the views of any such person or organization. *Minnesota Bd. for Community Colleges v. Knight*, 465 U.S. 271, 283 (1984) ("The Constitution does not grant to members of the public generally a right to be heard by public bodies making decisions of policy."). The government may avoid any potential conflict simply by declining to bargain with rival unions—a means far more tailored than compelling its employees' speech. Indeed, *doing nothing* is likely sufficient to maintain "labor peace," as demonstrated by the experience of Tennessee, which abolished exclusive representation for teachers in 2011. *See* Tenn. Code. Ann. § 49-5-603.

In any instance, "labor peace" is not a compelling interest that supports overriding public workers' First Amendment rights. Although the Supreme Court found that "labor peace" (when combined with the interest in avoiding free-riders) supported compelled subsidization of speech in *Abood*, it borrowed the "labor peace" concept from Commerce Clause precedents without any consideration of its proper place in the First Amendment architecture. *See Abood v. Detroit Bd. of Ed.*, 431 U.S. 209, 220 (1977), *overruled by Janus*, 138 S. Ct. 2448 (2018). As the Supreme Court has recognized, "*Abood* was poorly reasoned" and

specifically failed to "independently evaluate the strength of the government interests that were said to support the challenged" policies. *Janus*, 138 S. Ct. at 2479–80. Notably, *Abood* did not involve a challenge to exclusive representation, only to the payment of agency fees, and so is not binding on the issues presented here. More importantly, for the reasons identified by the Supreme Court in *Janus* and *Harris v. Quinn*, 134 S. Ct. 2618, 2632–34 (2014), *Abood's* musings on First Amendment values are ill-considered and unpersuasive and should not be extended.

Finally, Defendants' actions here are not supported by *Knight*, which upheld a "restriction on participation" in certain bargaining activities that limited participation to an exclusive representative. 465 U.S. at 273. There was no issue of compelled speech. *Id*. at 291 n.13 ("Of course, this case involves no claim that anyone is being compelled to support [union] activities.").

But this infringement of Mr. Reisman's rights may be beyond this Court's ability to remedy because of First Circuit precedent approving exclusive-representation schemes in this context. *See D'Agostino v. Baker*, 812 F.3d 240, 243–44 (1st Cir. 2016) (relying on *Abood* and *Knight* to hold Massachusetts exclusive-representation statute did not compel association in violation of the First Amendment). The Supreme Court's intervening decision in *Janus*, however, overturned *Abood* and therefore casts great doubt on *D'Agostino*'s continuing vitality. *Janus*, 138 S. Ct. at 2479 ("There remains the question whether *stare decisis* nonetheless counsels against overruling *Abood*. It does not."). Moreover, *Janus* recognizes the kind of "union speech at issue in this case is overwhelmingly of substantial public concern," rejecting the approach of Abood and other cases that slighted the First Amendment's protection of such speech. *Id*. at 2477. Mr. Reisman respectfully submits that,

if the Court believes it continues to be bound by *D'Agostino*, the most appropriate course of action on this issue is for the Court to rule against Mr. Reisman on this merits issue so that he may seek prompt relief from the courts with the authority to overturn that precedent. If, however, the Court believes that *D'Agostino* is no longer binding, or that there is substantial doubt on that point, then an injunction is clearly warranted due to the gravity of Mr. Reisman's First Amendment injury.

B. Maine Law Compels Mr. Reisman To Associate with the Union

In addition to compelling his speech, Maine law forces Mr. Reisman to join into an expressive association with the Union, also in violation of his First Amendment rights.

At issue here is an "expressive association." An association "is protected by the First Amendment's expressive associational right" if the parties come together to "engage in some form of expression, whether it be public or private." *Boy Scouts of America v. Dale*, 530 U.S. 640, 648 (2000). That is, of course, the entire purpose of the Union's appointment as Mr. Reisman's exclusive representative—to rely on his status as an employee of the Board to advocate on behalf of his and the other employees. *Compare United States v. United Foods*, 533 U.S. 405, 411–12 (2001) (looking at the whole regulatory scheme to determine that challenged "advertising itself, far from being ancillary, is the principal object of the regulatory scheme").

"Freedom of association…plainly presupposes a freedom not to associate." *Roberts v. United States Jaycees*, 468 U.S. 609, 623 (1984); *see also Pacific Gas & Elec. Co. v. Public Util. Comm'n of Cal.,* 475 U.S. 1, 12 (1986) (plurality opinion) ("[F]orced associations that burden protected speech are impermissible."). Compelled association is therefore subject to "exacting scrutiny" and therefore must "serve a compelling state interest that cannot be

achieved through means significantly less restrictive of associational freedoms." *Knox*, 567 U.S. at 310; *see also Boy Scouts*, 530 U.S. at 648 (same).

The Defendants' actions here fail to pass muster, for the same reasons stated above with respect to compelled speech. Even if the Board has a compelling interest in promoting "labor peace"—which it does not—compelling unwilling public employees to associate with the Union is in no manner a tailored means of achieving it, when significantly less restrictive means (like declining to recognize and bargain with multiple unions or simply doing nothing) would readily suffice.

Also relevant is the weight of the interests at stake. Exacting scrutiny is to some extent a balancing test: "the associational interest in freedom of expression has been set on one side of the scale, and the State's interest on the other." *Boy Scouts*, 530 U.S. at 658–59. Even facially compelling state interests—eradicating discrimination, assuring equal access to places of public accommodation—have been found to be outweighed by the burden of government intrusion on associations that are, themselves, expressive. *Hurley v. Irish-American Gay, Lesbian and Bisexual Group of Boston*, 515 U.S. 557, 574–75 (1995); *Boy Scouts*, 530 U.S. at 559. Compared to those cases, the assumed governmental interest here is far more speculative and far more attenuated from the policy at issue—there is, by contrast, a direct connection between anti-discrimination law and discrimination—while the expressive injury is equally severe.

Again, *Knight* does not control here. The district court in that case "rejected [the faculty members'] attack on the constitutionality of exclusive representation in bargaining over terms and conditions of employment, relying chiefly on *Abood*," but the issue on appeal to the Supreme Court was the district court's holding for the faculty members that excluding

them from "meet and confer" sessions violated their First Amendment rights. 465 U.S. at 278–79. Mr. Reisman's claim is not that he or an organization with which he chooses to associate has a right to participate in a bargaining session, but that he cannot be compelled to associate with the Union through its advocacy as his representative or agent, in plain violation of his First Amendment associational rights.

As discussed above, however, the First Circuit's decision in *D'Agostino* rejects that conclusion. 812 F.3d at 242–43. But, particularly with respect to associational rights, *Janus* knocks the legs out from *D'Agostino*'s reasoning. Specifically, *D'Agostino*'s associational-rights holding relied on "*Abood*'s understanding that non-union public employees have no cognizable associational rights objection to a union exclusive bargaining agent's agency shop agreement." *Id*. at 243. But that is the very holding that *Janus* repudiated when it concluded "that public-sector agency-shop arrangements violate the First Amendment, and *Abood* erred in concluding otherwise." 138 S. Ct. at 2478. *D'Agostino* also relied upon *Knight* in support of its associational-rights holding, 812 F.3d at 243, but *Knight*'s discussion of exclusive representation simply cites the same rejected holding of *Abood*. 465 U.S. at 291–92. With that holding knocked out of the way, nothing remains to support *D'Agostino*'s view that the government's forcing an unwanted representative on its employees does not violate their associational rights. Again, if the Court disagrees, it should rule against Mr. Reisman on this merits issue so that he may seek prompt relief from the courts with the authority to reconsider it. If, however, the Court believes that *D'Agostino* is no longer binding, or that there is substantial doubt on that point, then an injunction is clearly warranted due to the gravity of Mr. Reisman's First Amendment injury.

II. Mr. Reisman Will Be Irreparably Harmed Unless the Court Grants Relief

"The loss of First Amendment freedoms, for even minimal periods of time, unquestionably constitutes irreparable injury." *Elrod v. Burns*, 427 U.S. 347, 373 (1976). Indeed, in First Amendment cases like this one, the likelihood of success often will be the determinative factor because "it follows" from establishment of that element "that the irreparable injury component of the preliminary injunction analysis is satisfied as well." *Sindicato Puertorriqueno de Trabajadores v. Fortuno*, 699 F.3d 1, 15 (1st Cir. 2012) (citing *Elrod*, 427 U.S. at 373). And the irreparable harm here is exacerbated and "immediate" because the Union continues to speak, engage in advocacy, and petition government on Mr. Reisman's behalf on an ongoing basis. *Respect Maine PAC v. McKee*, 622 F.3d 13, 15–16 (1st Cir. 2010) (noting that First Amendment cases do not get an "automatic[]" "finding of irreparably injury," cases that show "*immediate* injury" do).

III. The Balance of the Equities Weighs in Mr. Reisman's Favor

The balance of the equities weighs heavily in Mr. Reisman's favor. Absent judicial relief, he is deprived of his First Amendment rights to be free from compelled speech and association. The Defendants, in stark contrast, have no constitutional right to authorize the Union to speak for his or on his behalf and to compel his to associate with the Union. *Knox* made clear that when the choice is between First Amendment rights and governmental policies favoring a public-sector labor union, that choice must always be resolved *against* "the side whose constitutional rights are not at stake." 567 U.S. at 321. Because Mr. Reisman's First Amendment rights conflict with the Defendants' non-constitutional interest, the equities favor Mr. Reisman.

IV. An Injunction Is in the Public Interest

"[T]he suppression of political speech harms not only the speaker, but also the public to whom the speech should be directed," such that the public interest weighs in favor of protecting constitutional rights. *Sindicato Puertorriqueno de Trabajadores*, 699 F.3d at 15–16 (finding district court error in weighing the public interest in First Amendment case, reversing, and remanding with instructions to enter an injunction). Here, Defendants violate the First Amendment by compelling Mr. Reisman's speech and expressive association. The public interest thus plainly favors injunctive relief. In addition, the compelled speech and association directly injure the public, because they present a misleading picture to public officials of the support for policies advocated by the Union and aid policies that ultimately are not in the public interest. The public interest is not advanced by a government scheme to put words in the mouths of members of the public—quite the opposite.

CONCLUSION

The Court should enter a preliminary injunction to prevent the Union from holding itself out as Mr. Reisman's representative and agent and prevent the Board from regarding it as his representative and agent.

August 16, 2018

Respectfully submitted,

/s/ Timothy C. Woodcock

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CERTIFICATE OF SERVICE

I hereby certify that on August 16, 2018, the foregoing was filed using the Court's CM/ECF system. Copies of the foregoing will be served on the Defendants by Sheriff's Civil Process with the Summons and Complaint.

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