

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

**UNITED STATES DISTRICT COURT  
DISTRICT OF ARIZONA**

Alliance of Christian Leaders of the East  
Valley; *et al.*,

Plaintiffs,

v.

Patriot Movement AZ; *et al.*,

Defendants.

No. CV-19-04347-PHX-JJT

**CONSENT DECREE AS TO  
DEFENDANTS RUSSELL JAFFE, LESA  
ANTONE, LAURA DAMASCO, BRANDI  
PAYNE AND PATRIOT MOVEMENT AZ**

**PRELIMINARY RECITALS**

**Plaintiffs**

1. Alliance of Christian Leaders of the East Valley (“Alliance”) is a nonprofit organization comprised of pastors of several Hispanic churches in the Phoenix metropolitan area.

2. Magdalena Schwartz is a pastor and a resident of Mesa, Arizona. Pastor Schwartz is the founder and head pastor of the Alliance as well as the founder of the Academia de Capellania Llamados Para Servir (Academy of Chaplains Called to Serve), a nonprofit organization.

3. Iglesia Alfa y Omega is a bilingual, non-denominational Christian church in Phoenix, Arizona.

4. Elias Garcia is a resident of Phoenix, Arizona, and is the senior pastor of Iglesia Alfa y Omega.

5. Iglesia Monte Vista is a bilingual, cross-cultural Christian church in Phoenix, Arizona.



**DEFINITIONS**

- 1
- 2 21. "Plaintiffs" refers to the individuals and entities described in paragraphs 1–15,
- 3 above.
- 4 22. "Consenting Defendants" refers to the individuals and entities described in
- 5 paragraphs 16–20, above.
- 6 23. "Parties" refers to the Plaintiffs and Consenting Defendants, collectively.

**DECREE**

7

8 Accordingly, the Parties having freely given their consent, and the terms of the Consent

9 Decree being fair, reasonable, and consistent with the requirements of state and federal law,

10 **IT IS ORDERED** as follows:

- 11 1. Rather than engage in protracted litigation, the Parties agree to resolve this matter
- 12 through this Consent Decree.
- 13 2. Defendants are permanently enjoined and restrained from:
- 14 (A) trespassing on, standing, sitting, or lying on, or blocking, impeding,
- 15 or obstructing ingress or egress from any property or building owned or regularly
- 16 and consistently utilized by Plaintiffs, or directly encouraging others to do the
- 17 same;
- 18 (B) trespassing on, standing, sitting, or lying or being present in or on,
- 19 blocking, impeding, or obstructing ingress to or egress from any parking lot,
- 20 driveway, driveway entrance, or walkway entrance to any property or building
- 21 owned or regularly and consistently utilized by Plaintiffs, or directly encouraging
- 22 others to do the same;
- 23 (C) physically abusing, grabbing, touching, pushing, shoving, crowding,
- 24 or tortiously harassing persons entering or leaving, working at or using the services
- 25 of any property or building owned or regularly and consistently utilized by
- 26 Plaintiffs, or directly encouraging others to do the same;
- 27 (D) using any mechanical loudspeaker or sound amplification device,
- 28 including, but not limited to, megaphones, bullhorns, and electric amplifiers, or
- making any excessively loud sound which injures, disturbs, or endangers the health
- or safety of any person on any property or building owned or regularly and
- consistently utilized by Plaintiffs, or directly encouraging others to do the same;
- (E) defacing, vandalizing, or damaging in any way any property or
- building owned or regularly and consistently utilized by Plaintiffs, or directly
- encouraging others to do the same;
- (F) recording, filming, taping, or photographing by any means,
- including but not limited to cameras or cell phones, any person on any property or
- building owned or regularly and consistently utilized by Plaintiffs, or directly

1 encouraging others to do the same; if such recording, filming, taping, or  
2 photographing is within 50 feet of any boundary of such property or building; and

3 (G) stating or implying (or directly encouraging others to do the same)  
4 in any public forum, including but not limited to, social media or media interviews,  
5 that any Plaintiff is engaged in any form of human trafficking or sex trafficking or  
6 harboring fugitives. For purposes of this paragraph, "stating or implying" includes  
7 publishing, republishing, and failing to remove any previously published  
8 statement, by either Consenting Defendants or any third party, on any social media  
9 account which Consenting Defendants control. To ensure that Consenting  
10 Defendants can comply with this provision, Plaintiffs agree to identify and itemize  
11 for Consenting Defendants all past known previously published statements, and  
12 any social media account controlled by Consenting Defendants, that are within the  
13 scope of this Section (G), within 30 days after entry of this Order. Consenting  
14 Defendants shall have 30 days from receiving the itemization from Plaintiffs,  
15 required above, to remove such previously published statements. Plaintiffs agree  
16 to use their best efforts to identify all past known previously published statements.  
17 Plaintiffs may amend the notice contemplated in this paragraph upon learning of  
18 statements not included in the original notice; Consenting Defendants shall have  
19 30 days from the date of the amended notice to remove such previously published  
20 statements. In the event that there is an unresolvable dispute as to whether any  
21 statement is within the scope of this Section (G), Plaintiffs may seek an Order from  
22 the Court determining the dispute.

23 3. Defendants shall, jointly, pay Plaintiffs a total of \$750.00.

24 4. Each person found in violation of this Order, in addition to any civil or criminal  
25 contempt penalties assessed, shall be jointly and severally liable for actual damages incurred by  
26 any and all Plaintiffs injured by the violation, and shall be jointly and severally liable for all  
27 attorneys' fees and related costs incurred by any and all Plaintiffs in relation to the enforcement  
28 of this Order;

1 Nothing in this Order shall be construed to supersede or diminish the obligation of  
2 federal, state, and local law enforcement authorities to fulfill their duties and responsibilities in  
3 enforcing federal and state laws and local ordinances.

4 Nothing in this Order shall be construed to limit or interfere with the ability of  
5 federal, state, and local law enforcement authorities to take, if necessary, additional measures  
6 under the law, above and beyond the restrictions contained in this Order, to maintain order and  
7 keep the peace.

8 7. This Court shall retain jurisdiction of this action for the purposes of assuring  
9 compliance with the terms and conditions of this Order, and of entering such further and  
10 additional Orders as may be required.

