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Attorney for Plaintiffs

UNITED STATES DISTRICT COURT
FOR THE STATE OF ARIZONA
TUCSON DIVISION

Jane Doe, by her next friends and parents Helen
Doe and James Doe; and Megan Roe, by her next
friends and parents, Kate Roe and Robert Roe,

Plaintiffs,

vs.

Thomas C. Horne, in his official capacity as State
Superintendent of Public Instruction; Laura
Toenjes, in her official capacity as Superintendent
of the Kyrene School District; Kyrene School
District; The Gregory School; and Arizona
Interscholastic Association, Inc.,

Defendants.

Case No. 4:23-cv-00185-JGZ

**STIPULATION IN LIEU OF
ANSWER BY
DEFENDANTS KYRENE
SCHOOL DISTRICT AND
LAURA TOENJES**

In lieu of a formal answer to the Complaint, Defendants Kyrene School District and
Laura Toenjes, together with Plaintiffs Jane Doe and Megan Roe, stipulate as follows:

1. As noted in Paragraph 54 of the Complaint, but for the ban enacted by the Arizona
Legislature codified as Ariz. Rev. Stat. § 15-120.02, the Kyrene School District would permit
Plaintiff Jane Doe to play on girls' sports teams. Defendants Kyrene School District and
Superintendent Toenjes are obligated, under Arizona law, to apply the statutory ban against
transgender girls' participation on girls' sports teams unless and until the courts determine that
to do so would be unlawful; in that event, Defendants would apply the law as interpreted by this

1 Court. Defendants further assert that they are not adverse to Plaintiffs except as required by a
2 law they have no intention to defend, and that they take no position concerning the merits of the
3 legal issues raised by the Complaint and to be decided by this Court.

4 2. Accordingly: (1) Defendants Kyrene School District and Laura Toenjes will not be an
5 active participant in this case, including filing any response to Motions currently pending before
6 the Court; (2) Defendants Kyrene School District and Laura Toenjes will fully abide by, and
7 take all appropriate actions to implement, the decisions of the Court regarding the declaratory
8 and injunctive relief sought by Plaintiffs; and (3) If Plaintiffs prevail in this action, Plaintiffs
9 agree not to seek a separate attorneys' fee award against Defendants Kyrene School District and
10 Laura Toenjes pursuant to 42 U.S.C. § 1988. Defendants Kyrene School District and
11 Superintendent Toenjes and Plaintiffs acknowledge, however, that the Court will decide
12 Plaintiffs' fee application, including if or how to allocate a fee award among all of the
13 Defendants. In their fee application, Plaintiffs will highlight the lack of resources expended in
14 prosecuting this case against Defendants Kyrene School District and Laura Toenjes to the Court.

15 **DATED** this 30th day of May, 2023.

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18 By: /s/ Jordan T. Ellel (with permission)
19 Jordan T. Ellel, Esq.
20 Attorney for Defendants Kyrene School
21 District and Laura Toenjes, in her official
22 capacity.

23 By: /s/ Colin M. Proksel
24 Colin M. Proksel (034133)
25 Attorney for Plaintiffs
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