

**ROUSE LAW OFFICE, P.C.**

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James P. Rouse\*

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April 27, 2012

Eric Gould  
Vice Provost for Internationalization  
University of Denver  
2200 S. Josephine St.  
Denver, CO 80208

Carl D. Johnson  
Executive Director of Campus Life  
University of Denver  
2055 E. Evans Ave.  
Denver, CO 80208

RE: Reuben Drebenstedt and Menorah Ministries

Dear Mr. Johnson & Mr. Gould:

This firm represents Reuben Drebenstedt and his Messianic Jewish ministry, Menorah Ministries. It appears that my clients are the victims of a coordinated effort by administrators at the University of Denver to remove them from the campus. It further appears that my clients are the victims of a campaign of overt religious and ethnic discrimination perpetrated by administrators at the University of Denver, including yourselves, and others at the University, including the student newspaper and individual students who disagree with my clients' religious message.

As you may recall, in the mid-1990s, Mr. Drebenstedt was forced to file a lawsuit against the University of Denver to vindicate his rights and to remain on the campus passing out his religious literature. The suit was resolved by the parties entering into a Settlement Agreement dated November 28, 1995. Said Settlement Agreement guaranteed Mr. Drebenstedt the right to access the University of Denver campus and to specifically pass out literature at tables, at no cost to my clients and with no preapproval of the literature being passed out, on the Driscoll Center Bridge. Since that time, my clients have been on campus passing out their literature at a table on the Driscoll Center Bridge. Now the University has apparently seen fit to "reinterpret" the Settlement Agreement and to require my clients to sign a Vendor Agreement. My clients have refused to sign the Vendor Agreement because they are not vendors, and are not required to do so by the Settlement Agreement.

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The nearly seventeen-year course of dealing under the Settlement Agreement has shown how the Settlement Agreement is to be interpreted and it does not include signing a Vendor Agreement with all the additional requirements of the Vendor Agreement, which are not contained in the Settlement Agreement. Frankly, you know full well that my client cannot afford to comply with the Vendor Agreement and you know full well that requiring them to sign the Vendor Agreement, and pay the insurance premiums required thereunder, will be an effective bar to my clients being on the Driscoll Center Bridge. This is a blatant violation of the Settlement Agreement.

My clients have participated in the Festival of Nations at the University of Denver since the festival's inception, without incident. Now, according to Mr. Gould's letter of April 16, 2012, there have been "a number of complaints from students and staff about literature distributed on campus" by my clients. My clients are aware of only one complaint, that by a Muslim student who did not like what one of my clients' tracts said about Islam. The University student newspaper has sided with the complainant and defamed my clients by spreading lies and distortions about my clients. This is blatant religious and ethnic discrimination against my clients, discrimination that is apparently condoned, or at least tolerated by the University administration.

Mr. Drebenstedt has not been notified of "a number of complaints" as provided for in paragraph 3(k) of the Settlement Agreement, let alone any "substantial and harmful" breach of the Settlement Agreement. Therefore, there is no basis for excluding my clients from the campus.

If my clients' right to distribute literature from the table on the Driscoll Center Bridge is not immediately reinstated and if their application to participate in the Festival of Nations at the University of Denver is not immediately approved, my clients will file suit against the University of Denver for violation of the Settlement Agreement, a violation of their religious liberty rights under Article II, Section 10 of the Colorado Constitution, and for religious and ethnic discrimination under applicable Colorado public accommodations laws. If a lawsuit becomes necessary, we will be seeking an award of my clients' costs and attorney's fees incurred in the legal proceedings.

Sincerely,

James P. Rouse

cc: Reuben Drebenstedt  
Rita Dunaway, The Rutherford Institute