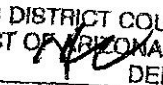


**United States District Court
for the State of Arizona**

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CLERK U S DISTRICT COURT DISTRICT OF ARIZONA	
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<p>Lasse Norgaard-Larsen, et al.,</p> <p>Plaintiffs</p> <p>v.</p> <p>City of Phoenix, et al.,</p> <p>Defendants</p>	<p>No. CV20-02467-PHX-GMS</p>
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Motion for Appointment of Counsel

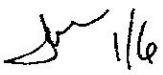
I, J. Arthur Deal, co-plaintiff in this case, ask the court to appoint counsel, i.e. an attorney to represent me in this case. I understand that any false statements in this motion will subject me to penalties of perjury.

The Plaintiff knows that he has no statutory right to counsel in this civil case, but he is aware that he may request an appointed counsel under 42 U.S.C. § 2000e-5(f)(1) and 42 U.S.C. § 2000e-5(f)(1), in exceptional circumstances, and if doing so would advance the proper administration of justice (*Ulmer v. Chancellor*, 691 F.2d 209, 212-13 (5th Cir. 1982); *Salmon*, 911 F.2d at 1166). The Plaintiff believes this is such a case and that integrity of the laws and statutes of the United States of America require that the Court give serious consideration to this request.

The Plaintiff understands that if the court does not appoint an attorney, he must be prepared to represent himself and /or continue the ongoing search for legal representation. He also understands that in deciding whether to appoint an attorney, the court will consider a variety of factors, including but not limited to the following:

A. Merit of the claims.

As presented in the Exhibits attached to the Complaint and Request for Injunction, filed 12/23/2020 (Case No. CV20-02467-PHX-GMS), there are several title documents with covenants between parties that clearly state the intent that Papago Park lands be used for 'park only' and recreational purposes, forever, with severe penalties for violation of this commitment. There is also US legislation (LWCF Act and Title 40) requiring that former park lands be maintained for the purposes for which they were donated or for which they received federal funds, in perpetuity. The only contrary item to these claims was a certificate presented by a federal solicitor stating that all restrictions and provisions for Papago Park had expired in 1985, which was based on an Act that had already been repealed when that certificate was issued –

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not to even mention that those same restrictions and provisions which supposedly expired in 1985 were again reaffirmed in 1997.

Research on Internet search-engine sites ("Google"), legal case law sites ("Justia", "Caselaw"), law school databases (for example: Cornell) and US Court case files for similar actions (relating to the misuse of public parks by government entities or private interests) found many relevant legal precedents that substantiate the positions taken in reference to the Complaint filed by the Plaintiffs. The circumstances in all cases are apposite in some way to the issue at hand and the laws, acts, statutes and legal concepts expounded in those cases are applicable to this case. In simple terms, in all cases found relating to attempts to use public park lands for non-park purposes, the defendants were severely reprimanded, and the inviolability of public parks was reaffirmed. A list of some of the cases in found in the "Judicial Precedents" section of the Complaint.

B. Nature and complexity of claims.

The Plaintiffs have no legal experience, but from conversations and brief consultations with attorneys and individuals with experience in civil cases, they were informed that the case is very complex, possibly – or better, probably – controversial, and may drag on for years. It involves a multitude of US laws and legal concepts, interrelated contractual obligations between federal, state and local entities – and this all over a period of almost 90 years. The factual and legal issues raised in this case require a detailed examination of applicable legislation, contractual documents and even judicial concepts such as the public trust doctrine (PTD). This is not a case for amateurs.

C. Capacity to Present Case without Counsel.

As stated above, the legal issues are complex. While the Plaintiff believes to have a more than adequate knowledge of the factual issues – having immersed himself in this matter for more than a year – he is less sure about the proper presentation relating to court rules, case procedures and even terminology that governs litigation in a court. Frankly, the Plaintiff finds them somewhat perplexing. In simple terms, Google is nice and will provide tons of information, but, even with sound facts and fairly good composition skills, those will only get the ball part of the way to the goal post.

Given the importance of the case and its complexity, the Plaintiff believes that the professional assistance of a lawyer with 1. knowledge of legal procedures and courtroom formalities, 2. capacity to handle the admission of evidence, examinations, cross-examinations and objections, and 3. ability to argue forcefully in a format prescribed by the courts to link the facts of the case to the particular laws and legal concepts, is necessary to properly defend the public interest in public lands.

D. Financial Ability to Secure Counsel.

The Plaintiff is submitting a financial affidavit with this motion, showing limited discretionary income and net worth, far short of the minimum to sustain a case of this complexity – or any other, for that matter. Also, given the exorbitant fees charged by most law firms, even if the Plaintiff had an income and net worth ten times greater, than he has, he would still not be able to afford legal assistance from an experienced, reputable firm. Therefore,

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the Plaintiff requests that the Court appoint a Counsel to assist and represent the plaintiff in this case. The co-plaintiff is also unable to afford the services of an attorney, based upon information and rates presented to him by contacts.

E. Efforts to Secure Counsel.

The Plaintiffs have made diligent efforts to secure legal assistance.

First of all, strenuous efforts were made to avoid the need for legal help or judicial action. As early as April 23 of last year, the Plaintiff asked the two cities to simply commit to not destroy any more desert areas of Papago Park. This plea was repeated in an email sent on June 22 (See Exhibit D of Complaint). In response, Phoenix bulldozed another 8-9 acres of 'protected' desert to build an unneeded parking lot (Email of August 24).

Starting in May of 2020, the Plaintiff sent letters to the Goldwater Institute, the Nature Conservancy and Greenpeace informing them of the misuse of a public park and the destruction of flora and fauna, asking for assistance. The Plaintiff was basically ignored. At that same time, the Plaintiff reached out to city and state park Boards, Senators and a US Representative, asking that they take an interest in this matter and request an investigation by the executive branch agencies. The Plaintiff also repeatedly requested the intervention of different agencies of the US Department of the Interior, as well as the State of Arizona, given they have a clear statutory responsibility to enforce legally binding obligations relating to public parks in general and even specifically to Papago Park. These efforts are documented in the 63 pages of emails sent and received, included in Exhibit D attached to the Complaint. The Plaintiff had hoped that these efforts by government officials would make a civil lawsuit unnecessary. So, for more than seven months, the plaintiff attempted to find a resolution that would not require a civil court action. By September, the Plaintiff and Friends of Papago Park began to consider the real possibility that legal action was the only way to protect Papago Park.

To give Court an idea of how frustrating this process has been, after repeated requests for action to the Department of the Interior, the Plaintiff was faultily told our claims had no standing (see item A above and Item III.G.1 in the Complaint). That agency then suggested that the issue of LWCF violations be taken to an Arizona State Parks. Two days after sending copious information to that agency, the Grants Administrator sent us an email saying he had been out for a field trip but would investigate the matter the following week. He was never heard from again. It was at this point, on November 30, after one month of waiting for a response from the State and seven months of procrastination and unlawful disregard by all government agencies, the Plaintiffs together decided that the only way to get a fair hearing of the facts was to pursue the matter in the judicial system, since the executive and legislative branches seem very reluctant to address a multifarious matter where powerful interests are involved.

Having decided to seek judicial remedy – after several conversations about personal liability and assurances that there were none – The Plaintiffs approached the following attorneys and firms in the month of December:

1. The Webb Law Group, a full-service legal office that provides services for business, divorce, criminal, tribal law and ligation, based in Flagstaff. The co-plaintiff, Mr. Norgaard-Larsen, knows attorneys in this firm. They stated that, because it was a land issue, they would not be able to assist us. The Webb law group referred us to the Flagstaff Law Group.

2. The Flagstaff Law Group stated they do handle land law issues, but this case was too complex as it involved Federal, State and City governments. They stated that this case was outside their direct expertise area and referred us to Weinberger Law.

3. The Weinberger Law office listened to a brief summary of the facts during a 20-minute meeting but said that due to the complexity of the case presented, they would need approximately 15-20 hours of legal work to validate its prospects. At a rate of \$550/hour, this would mean accepting a financial burden of close to \$10,000 just to obtain a commitment to representation, and possibly hundreds of thousands of dollars more in a prolonged judicial suit.

Note that the Plaintiffs have phone and email records for these fruitless contacts. The Plaintiffs then turned to the company below with obvious legal experience in public park law and related legislation.

4. The following email was sent to a lawyer with Procopio, Cory, Hargreaves & Savitch, a law firm based in San Diego but with an office in Scottsdale.

(Email to attorney at Procopio, Cory, Hargreaves & Savitch)

The purpose of this is to inquire about obtaining legal assistance and/or representation in a lawsuit against the cities of Phoenix and Scottsdale. I am part of "Friends of Papago Park", a non-incorporated entity of neighbors and park users. The issue is that the two cities, in collusion, have allowed a corporation to illegally build an enclosed, private facility on public land in a public park. I am talking about Papago Park.

I will be clear, and you may want to stop reading this after this paragraph. We are private citizens with no legal background and limited financial resources. In simple terms -- we don't have a lot of money, certainly not enough to pay the standard fees for legal services charged by many/most attorneys, particularly established, well-regarded ones such as yourselves. In doing research on this matter, we have discovered that the judicial process and court procedures are much more complicated than we had imagined. We would like help, possibly pro bono, or through some other arrangement.

Back to our case: Not only have the two cities given 40+ acres of a public park to a private corporation (the San Francisco Giants, to build a player training facility), they have done it: 1. with contractual terms and conditions that are themselves disreputable and improvident, 2. contrary to "park only" restrictions in all deeds, patents, certificates of sale and other instruments of conveyance, and 3. in violation of Acts of Congress, Title 40/Federal Property Act and LWCF legislation, all of which clearly state that federal park lands and former federal park lands are to be used for recreational purposes, in perpetuum, with severe penalties if those restrictions and provisions are disregarded (reversion to US). Note that the history of Papago Park is unique and complicated. It has been a US national monument, a state park and now a city park. As you know, having a local office, the Park contains seven authorized leases including the zoo and botanical gardens. Note also that the destruction of desert areas by Phoenix has been an ongoing problem that our group has fought against for years. The building of a private, restricted-access compound in a public park, also causing the destruction of more desert habitat, was the last straw.

For over a year we have sent detailed and factual communications to officials concerning events and activities at Papago Park that violate both law and common sense. These remonstrances have been fruitless. Public officials at all levels -- federal, state and local -- have violated the Public Trust by ignoring property covenants, contractual obligations, Acts of Congress and US statutory law. We understand that a party filing a complaint/injunction must demonstrate (1) irreparable harm in the absence of an injunction, (2) a likelihood of success on the merits of litigation, (3) that the balance of

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hardships is decidedly in the movant's favor, and (4) that the case is in the public interest. We believe our case easily meets all points of this criteria. We also found that in all legal cases researched in which government entities tried to use park lands for non-park purposes, such actions were severely reprimanded in courts of law.

We believe this case is important – and complex – against parties with almost unlimited legal resources. It seems that nobody wants to mess with the local 'big boys'. Our objective is simple: to protect lands in the public domain that have been used for recreation and leisure for more than one hundred years. If we do nothing, the actions of Phoenix and Scottsdale will create a previously inconceivable and dangerous precedent in which federal laws pertaining to parks and related grants or restrictive covenants can be disregarded at will. It will also give Phoenix carte blanche to destroy or misuse other areas of the Park.

Sadly, this whole 'thing' is complex and messy, involving entities at local, state and federal level – it should never have happened, but it did. It is not for the faint of heart.

Does your firm have any interest in this case?

(End of email)

This is the firm, I believe, that represented a neighborhood association (STPBTS) in a suit against Cardiff School District to save George Berkich Park in Encinitas, CA. According to news reports, this was a prolonged and bitter battle that cost the District \$500,000 to settle legal costs incurred by STPBTS, and even more for their own attorneys. The case is mentioned as a judicial precedent (Case 2) in the Complaint.

Note that it is not the plaintiff's desire to use a law firm that would possibly take hundreds of thousands of dollars from our cities in legal fees, to the detriment of the taxpayers. This would be a last resort, if all other options for conducting our case were to fail. The email was sent prior to the Christmas holiday but due to the extended holiday season and the COVID disruption, we hope to receive a response in early January.

5. A similar email to the one above was sent to Shein Phanse Adkins P.C. law firm (SPA) in Scottsdale, a well-regarded group specializing real estate and commercial litigation. For the same reasons, a reply has not been received.

6. After filing the Complaint, the Plaintiff again reached out to the Goldwater Institute, an organization which, according to its website, supports "Constitutional Limits on Government" and pledges to "defend and strengthen the freedom guaranteed to all Americans in the constitutions of the United States and all fifty states". One would think this would be the perfect partner for our purposes, but no response was received for a hand-delivered letter to that organization in March of the past year.

These efforts are ongoing, but to date the Plaintiffs have not been able to find proper legal representation. It seems that either the case is too much out of the ordinary, too complicated or there is, as one friend said, a general unwillingness to "mess with the big guys" (whoever they are).

Both the Plaintiffs are amazed at the complexity of the law and the processes that, together, form the basis of our justice system. Neither of us has ever done anything like this. To us, it should be a simple matter -- obvious to all -- that a private company compound should not be built in a public park, and there should be no need to file a lawsuit to enforce the obvious. The problem is that the two cities have done everything possible to obfuscate their role in this

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sad situation, even to the extent of misrepresenting the objective and terms of the Lease and the nature of the work done. To give the court an idea of the distortion in that document, the words "Papago Park" are not to be found in any of the 37 pages of the Lease – in that document it is just a facility on 64th Street, in Phoenix. If one was not familiar with the Phoenix Metro area, one would have no idea that the Facility in question was in a public park. One cannot let such deception pass unchallenged, and any help available is appreciated.

Finally, we ask the Court to consider the disparity of human legal resources, The Phoenix Attorney's Office has 25-30 staff working in the civil area ("mostly attorneys," information by Tami) and the City of Scottsdale has about 23 people in the civil area (lawyers and support, according to Cynthia, as per phone inquiry).

F. Importance of this case.

In simple terms, for the Plaintiff and the Friends of Papago Park, this case that will determine if an area understood to be a public park for more than one hundred years is really a park, or if it is just an area of land owned by a municipality subject to unrestricted use, available for commercial enterprises under advantageous terms.

This case will also decide if title covenants are valid legal measures to restrict land use, and finally, if presidential proclamations, United States legislation and Acts of Congress have any weight on matters of public concern, or if these can be disregarded at will by officials and lawyers at city, state and federal levels without considering public interest, legislation or moral obligations. The Plaintiff believes this case is not for amateurs without judicial expertise or courtroom experience.

Pursuant to 28 U.S.C. ' 1746, I declare under penalty of perjury that the foregoing is true and correct.

Executed on January 6, 2021

Date

[Handwritten Signature]

Signature of Plaintiff

JOHN ARTHUR DEAL

Name (print or type)

5936 E. CAMBRIDGE AVE.

Address

SCOTTSDALE, AZ 85257

City State Zip Code

602-695-5111

Telephone Number

jdeal@hotmail.com

E-Mail Address

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Financial Affidavit

Comes the Affiant, J. Arthur Deal, under penalties for perjury, and states the following:

1. This affidavit is in support of and attached to the **Motion for Appointment of Counsel**, by the Affiant, a Plaintiff in the case of Lasse Norgaard-Larsen, et al., v. City of Phoenix, et al., No. CV20-02467-PHX-GMS, filed on December 23, 2020 in the US District Court for the State of Arizona.
2. The purpose of this is to demonstrate that the plaintiff has limited discretionary income and net worth, far short of the monetary resources needed to pay for legal assistance from an experienced, reputable attorney, and to therefore request an Court-appointed counsel as permitted in special circumstances under 42 U.S.C. § 2000e-5(f)(1) and 42 U.S.C. § 2000e-5(f)(1). The Plaintiff believes this is necessary to ensure the integrity of the laws of the United States of America.
3. The Plaintiff is retired, and his income is limited to pensions from Social Security (SS) and the Arizona State Retirement System (ASRS). These are monthly payments, with only small adjustments – usually once a year. The most recent net receipts for these (December 2020) are \$ [REDACTED] (paid on the 1st) from ASRS and \$ [REDACTED] (paid on the 10th) from SS. These provide a net monthly cash income of \$ [REDACTED]
4. Average monthly expenses are approximately \$ [REDACTED], based upon expenditures during year 2020, as follow:

Utilities	SRP	[REDACTED]	
	Internet (Cox)	[REDACTED]	
	Scottsdale	[REDACTED]	
	T-Mobile	[REDACTED]	
	AZ Water	[REDACTED]	
	SW Gas	[REDACTED]	
Vehicles	Car payment	[REDACTED]	
	Gas and Oil	[REDACTED]	
	Maintenance*	[REDACTED]	
	License and Tags*	[REDACTED]	
Other	Food / Market	[REDACTED]	
	Household items	[REDACTED]	
	Clothes / Apparel	[REDACTED]	
	Pharmacy/Health	[REDACTED]	
	Life Insurance *	[REDACTED]	
	Charity	[REDACTED]	
	Education	[REDACTED]	
	Income Tax Provision	[REDACTED]	
	Miscellaneous	[REDACTED]	
			Total \$ [REDACTED]

This provides a discretionary income of about \$ [REDACTED] per month. Note: * indicates annual amounts divided by 12.

5. On December 23rd, on date of filing the Complaint, the Plaintiff's [REDACTED] Checking account balance was \$[REDACTED]. On January 5, as the Plaintiff prepares this document, the balance is \$[REDACTED] consisting of the prior balance plus the ASRS deposit minus small expenditures.
6. The Plaintiff also has a "[REDACTED]" Savings account with [REDACTED] with a current balance of \$[REDACTED]. This has been accumulated over years by automatic transfers of \$[REDACTED] from checking to that account for each debit transaction.
7. The Plaintiff and spouse own their residence. The mortgage (including taxes and insurance) is paid by the spouse and the current (latest) payment is \$[REDACTED] monthly.
8. The Plaintiff has no stocks, bonds, other real estate properties or any significant tangible valuables to declare.
9. The 2020 IRS tax returns (for 2019) present the following values on 1099 and/or W-2 forms:

<u>Income Source</u>	<u>Wages & Compensation</u>	<u>Medicare Deduction</u>	<u>Fed Tax W-held</u>	<u>Other Deductions</u>	<u>Net Received</u>
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

Notes: As indicated above, Medical Insurance is provided by Medicare and is deducted from a pension. In 2019 and until January 2020, the Plaintiff did Uber and transportation/respite work with the Arizona Autism Foundation (AZA), as well as some language translation and interpreting services. After January 2020, because of the COVID-19 pandemic, these activities could no longer be performed. The Plaintiff is in a high-risk category and must avoid contact with the public. Total and net income received for 2021 tax purposes will be significantly lower than that for 2020.

Finally, the Plaintiff wishes to declare that he is not comfortable in submitting this Financial Affidavit, which will become a public record – not that he has anything to hide – but does so only in the hope that he may obtain legal assistance relating to a case which he believes to be very important, not only for personal reasons, but because he believes that careless decisions by public officials have caused serious injury to a historic park, and the actions of those officials will create a far-reaching and troublesome precedent if not challenged and reversed.

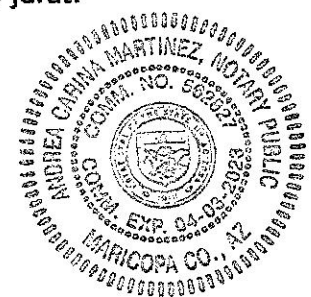
The Affiant further sayeth not.

Signed JANUARY 6, 2021

[Handwritten Signature]

John Arthur Deal (Full name)
 Born [REDACTED] in Phoenix Arizona
 5936 E. Cambridge Ave.
 Scottsdale, Arizona 85257
 Telephone: 602-695-5111
 Email: jdeal@hotmail.com

Notary jurat:



State of Arizona County of Maricopa
 Subscribed and sworn before me on 1/06/2021
 (Date)

[Handwritten Signature]
 (Notary Signature)