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UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON
AT SEATTLE

**COLLEGE REPUBLICANS OF THE
UNIVERSITY OF WASHINGTON;**
CHEVY SWANSON, an Individual,

Plaintiffs,

vs.

ANA MARI CAUCE, in her official capacity
as president of the University of
Washington; **GERALD J. BALDASTY**, in
his official capacity as provost and executive
vice president; **RENE SINGLETON**,
individually and in her official capacity as
assistant director, Student Activities;
CHRISTINA COOP, individually and in
her official capacity as senior activities
advisor, Student Activities; **JOHN N.
VINSON**, individually and in his official
capacity as Chief of the University of
Washington, Seattle, Police Department;
CRAIG WILSON individually and in his
official capacity as University of
Washington, Seattle, Police Department
Patrol Commander; and **DOES 1-25**;

Defendants.

NO. _____

**COMPLAINT FOR CIVIL RIGHTS
VIOLATIONS AND RELATED
CLAIMS**

DEMAND FOR JURY TRIAL

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Plaintiffs University of Washington College Republicans and Chevy Swanson (collectively "Plaintiffs") bring this action against Defendants Ana Mari Cauce, individually and in her official capacity as president of the University of Washington; Gerald J. Baldasty, in his official capacity as provost and executive vice president of the University of Washington; Rene Singleton, individually and in her official capacity as assistant director, Student Activities at the University of Washington, Seattle ("UW Seattle"); Christina Coop, individually and in her official capacity as senior activities advisor, Student Activities at the UW Seattle; John N. Vinson, individually and in his official capacity as Chief of the UW Seattle Police Department; Craig Wilson, individually and in his official capacity as UW Seattle Department Patrol Commander; and DOES 1-25, for nominal, compensatory, punitive, declaratory and injunctive relief.

INTRODUCTION

1. This action seeks to protect and vindicate fundamental rights. It is a civil rights action brought under the First and Fourteenth Amendments against government actors responsible for imposing draconian and unreasonable security fees on Plaintiffs as a condition for permitting them to host a conservative speaker in Red Square within the UW Seattle campus. The imposition of a \$17,000 security fee for a Saturday afternoon event featuring an evangelical Christian speaker is remarkable. But UW Seattle justifies it only on the basis of an unconstitutional heckler's veto, in essence, rewarding members of society so intolerant of and hostile to hearing views they find objectionable they must

1 threaten and/or commit violence to protect themselves from such views. By imposing
2 such an exorbitantly large security fee on the Plaintiffs, Defendants, and each of them,
3 are responsible for ratifying an unconstitutional heckler’s veto, taxing protected speech
4 and rewarding those who disrespect the solemn and precious freedoms safeguarded
5 within the First Amendment.
6

7 **JURISDICTION AND VENUE**

8 2. This action arises under the First and Fourteenth Amendments to the
9 United States Constitution, and is authorized pursuant to 42 U.S.C. § 1983 in relation to
10 Defendants’ deprivation of the Plaintiffs’ constitutional rights. Accordingly, this Court
11 has federal question jurisdiction under 28 U.S.C. §§ 1331, 1343.
12

13 3. Venue is proper under 28 U.S.C. § 1391(b). Each and all of the acts alleged
14 herein were done by Defendants within King County, Washington.
15

16 4. This Court is authorized to grant a Declaratory Judgment under the
17 Declaratory Judgment Act, 28 U.S.C. §§ 2201-02, implemented through Rule 57 of the
18 Federal Rules of Civil Procedure, and to issue the injunctive relief requested by Plaintiff under
19 Rule 65 of the Federal Rules of Civil Procedure; the requested injunctive relief under 28 U.S.C.
20 § 1343(3); the requested damages under 28 U.S.C. § 1343(3); and attorneys’ fees and costs under
21 42 U.S.C. § 1988.
22

23 **PARTIES**

24 **A. Plaintiffs**

25 5. Plaintiff College Republicans of the University of Washington is a
26 registered student organization of the University of Washington, Seattle.
27

1 6. Plaintiff Chevy Swanson is an individual residing in the City of Seattle, a
2 student at the University of Washington, Seattle, and president of the College
3 Republicans of the University of Washington.
4

5 **B. UW Seattle Defendants**

6 7. Defendant Ana Mari Cauce, is sued in her individual and official capacity
7 as president of the University of Washington.

8 8. Defendant Gerald J. Baldasty is sued in his official capacity as provost and
9 executive vice president of the University of Washington.
10

11 9. Defendant Rene Singleton is sued individually and in her official capacity
12 as assistant director, Student Activities, of the University of Washington.

13 10. Defendant Christina Coop, individually and in her official capacity as
14 senior activities advisor, Student Activities, of the University of Washington.
15

16 11. Defendant John N. Vinson is sued individually and in his official capacity
17 as Chief of the University of Washington Police Department.

18 12. Defendant Craig Wilson is sued individually and in his official capacity as
19 Patrol Commander within the University of Washington Police Department.
20

21 13. Plaintiffs are unaware of the true names and/or capacities of defendants
22 sued herein as DOES 1-25 ("UW Seattle DOES") and therefore sue said defendants by
23 such fictitious names. Plaintiffs will amend this Complaint to allege their true names
24 and capacities when ascertained. Plaintiffs believe and allege that each of the DOE
25 defendants is legally responsible and liable for the incident, injuries, and damages set
26

1 forth in this Complaint. Each defendant proximately caused injuries and damages
2 because of their active participation in the subject incident, and/or because of their
3 negligence, breach of duty, negligent supervision, management or control, violation of
4 public policy, or tortious conduct. Each defendant is liable for his/her personal conduct,
5 vicarious or imputed negligence, fault, or breach of duty, whether severally or jointly,
6 or whether based upon agency, employment, ownership, entrustment, custody, care or
7 control or upon any other act or omission. Plaintiffs will ask leave to amend this
8 Complaint subject to further discovery and investigation.
9
10

11 **FACTUAL BACKGROUND**

12 14. In January 2017, the College Republicans hosted an event featuring
13 political provocateur Milo Yiannopolous in Kane Hall on the UW Seattle campus. Exh.
14 1, Decl. Swanson, ¶ 3. The event drew significant blowback from members of the
15 community who contacted the University hoping to have the event cancelled. *Id.*
16

17 15. Chevy Swanson was event coordinator for the College Republicans and
18 directly involved in planning for the Yiannopolous event. *Id.*, ¶ 4. Swanson and other
19 club members met multiple times with campus administration. *Id.* Initially, the
20 administration estimated security, building rental, equipment and staffing would cost
21 the group \$1,000. *Id.* In subsequent meetings, they were given a revised estimate of
22 \$5,000 and \$7,000. *Id.* At no time, did the administration officials explain the rising cost
23 estimates except to say that because they were expecting heightened protests, the cost
24 of security would increase to cover additional officers. *Id.*
25
26
27

1 16. On January 20, 2017, the night of the Yiannopolous event, approximately
2 400 people gathered in Red Square to cue up for the event. *Id.*, ¶ 5. At approximately 5
3 p.m., a number of black-clad individuals wearing masks carrying sticks and flagpoles
4 showed up breaking bricks, attempting to bust down barricades and harassing people.
5
6 *Id.*

7 17. At approximately 7 p.m. an altercation occurred in which a protester was
8 shot. Two people were charged with assaulting the protester. *Id.*, ¶ 6. As a result of the
9 Yiannopolous event requiring substantial security, the University adopted a “Safety and
10 Security Protocols for Events” policy. *Id.* The policy states in relevant part:

12 When the use of campus facilities involves events, activities, and
13 programs that are likely to significantly affect campus safety,
14 security, and operation, the University will perform an analysis of
15 all event factors. This could result in additional conditions and
16 requirements placed on the host organization in order to maintain
17 the safety and security of all organizing parties, guests attending,
18 and the broader campus community. Safety and security concerns
19 may include, but are not limited to, history or examples of violence,
20 bodily harm, property damage, significant disruption of campus
21 operations, and those actions prohibited by the campus code of
22 conduct and state and federal law.

23 During the planning process, host organizations or groups are
24 responsible for making the University aware of any known histories
25 and/or issues of safety and security concerns. The University (i.e.,
26 venue coordinator and UWPD) may review all event details and
27 logistics to determine necessary safety and security protocols.
Additionally, if previously unknown or new safety and security
concerns arise during the planning process, the University will
review the event details and may alter any conditions and
requirements. Any determination by authorized campus officials
will be based on an assessment of credible information other than
the content or viewpoints anticipated to be expressed during the
event. Other events taking place on or near campus will be taken into

1 consideration in the security review. Required security measures
2 may include, but are not limited to, adjusting the venue, date, and
3 timing of the event; providing additional law enforcement; imposing
4 access controls or security checkpoints limiting costumes or items
5 carried; and/or creating buffer zones around the venue.

6 The host organization or group will be required to pay costs of
7 reasonable event security as determined in advance by the
8 University. These costs include, but are not limited to security
9 personnel, costs to secure the venue from damage, and special
10 equipment as determined by law enforcement. Security fees will be
11 based on standard and approved recharge rates for UWPD, other
12 security personnel, and associated equipment costs or rentals.
13 Should the University place supplementary security protocols prior
14 to or during the event to provide adequate security to help mitigate
15 any originally unforeseen security concerns, additional security fees
16 may be charged to host organizations or groups. Host organizations
17 are financially responsible for damage, inside or outside of the
18 venue, caused by members of their organization or their invitees.

19 The University reserves the right, in rare circumstances, to cancel an
20 event if based on information available it is reasonably believed that
21 there is a credible threat which unreasonably places the campus
22 community at risk of harm.

23 *Id.*

24 18. The College Republicans raised money to cover the security fees through
25 a gofundme campaign. *Id.*, ¶ 7. After the event, the College Republicans received an
26 invoice from the University for \$9,121, which they paid from the money received from
27 the gofundme campaign. *Id.* However, the College Republicans did not plan other
events in 2017 due to their inability to cover the exorbitant security costs they
anticipated needing. *Id.*

19. In October 2017, an individual associated with Patriot Prayer, Kyle
Broussard, contacted Swanson offering to have the group's founder and leader, Joey

1 Gibson, come to the campus on November 22, 2017, for an indoor speaking event. *Id.*, ¶
2 8. Patriot Prayer is an informal group of evangelical Christians formed and led by
3 Gibson to convey a message of peace. *Id.* Its Facebook page says it is about “using the
4 power of love and prayer to fight the corruption both in the government and citizen
5 levels that seek to gain power through division and deception.”¹ *Id.* Despite this
6 description, Gibson has been the target of physical assault by Antifa and similar violent
7 left-wing activist groups who label him a white supremacist and Nazi. *Id.*

9
10 20. In October 2017, Swanson, along with other members of the College
11 Republicans, met with Defendant Renee Singleton, assistant director of Student
12 Activities, and Christina Coop, senior activities advisor for Student Activities, to discuss
13 planning for the Patriot Prayer event. *Id.*, ¶ 9. Defendant Singleton told Swanson that
14 security costs would be high due to security concerns. *Id.* Singleton also told Swanson
15 that Patriot Prayer is a controversial group and would present major security problems.
16 *Id.* Based on those representations, the College Republicans decided not to move
17 forward with the event. *Id.*

18
19
20 21. In January 2018, the College Republicans discussed holding a Patriot
21 Prayer event outdoors to defray the costs associated with room, equipment and some
22 of the security costs. *Id.*, ¶ 10. The group reached out to Gibson to inquire about
23 scheduling an outdoor event in February 2018. *Id.*

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27 ¹ https://www.facebook.com/pg/PatriotPrayerUSA/about/?ref=page_internal.

1 22. Swanson met again with campus advisors to discuss planning for a
2 February outdoor event. *Id.*, ¶ 11. On February 1, 2018, Defendant Craig Wilson, Patrol
3 Commander with the UW Seattle Police Department, told Swanson the cost of security
4 would be \$17,000 due to expected violent protests. *Id.* Wilson did not explicitly detail
5 the reasons for such a large security fee. *Id.* No other group has been charged such an
6 excessively large security fee in the past. *Id.*, Exh. 1, UWPD Security Costs for 2016-17,
7 obtained through a Washington State Public Records Request.
8
9

10 **LEGAL CLAIMS**

11 **FIRST CLAIM FOR RELIEF**

12 Violation of the First Amendment (42 U.S.C. § 1983)
13 (Freedom of Speech)
14 (All Plaintiffs Against All UW Seattle Defendants)

15 23. Plaintiffs incorporate by reference the allegations in the preceding
16 paragraphs, as if fully set forth herein.
17

18 24. Red Square is a designated public fora – as it must be, under state-wide
19 regulations, and long-standing Supreme Court precedent. Accordingly, UW Seattle is
20 required to allow plaintiffs to bring speakers of their own choosing to speak on campus,
21 free from viewpoint discrimination, content-based speech restrictions that are not
22 narrowly tailored to serve a compelling government interest, and content-neutral time,
23 place and manner restrictions that are not narrowly tailored to serve an important
24 government interest or that fail to leave open ample alternative channels for the
25 communication of the message.
26
27

1 25. Defendants, acting under color of state law and according to UW Seattle
2 policy, custom, pattern, and practice, have failed to meet these constitutional standards
3 by adopting and enforcing a facially and as-applied unconstitutional security fee policy
4 that grants Defendants unfettered discretion to impose unreasonable security fees;
5 which Defendants have enforced according to the their whim and taste, or the demands
6 of an off-campus mob of masked agitators.
7

8 26. Defendants' actions fail to meet constitutional scrutiny because the
9 security fee policy is facially and as-applied unreasonable, and was adopted and
10 enforced in a viewpoint discriminatory manner, with the effect of chilling,
11 marginalizing, or banning the expression of conservative viewpoints on the UW Seattle
12 campus.
13

14 27. The security fee policy is unconstitutionally vague, and therefore void as
15 a matter of law, both on its face, and as it is being applied to Plaintiffs.
16

17 28. As a direct and proximate consequence of Defendants' violation of
18 Plaintiffs' federal civil rights under 42 U.S.C. § 1983 and the First Amendment, Plaintiffs
19 have suffered and will suffer irreparable injury that cannot fully be compensated by an
20 award of monetary damages.
21

22 29. Pursuant to 42 U.S.C. §§ 1983 and 1988, Plaintiffs are entitled to
23 declaratory relief and temporary, preliminary, and permanent injunctive relief
24 invalidating and restraining enforcement of the restrictions allowed or required by the
25 security fee policy. Additionally, plaintiffs are entitled to monetary damages arising
26

1 from the unconstitutional actions of Defendants and each of them, sued herein in their
2 individual capacities, as well as reasonable costs of suit.

3
4 30. Plaintiffs found it necessary to engage the services of private counsel to
5 vindicate their rights under the law. Plaintiffs are therefore entitled to an award of
6 attorneys' fees pursuant to 42 U.S.C. § 1988.

7 **SECOND CLAIM FOR RELIEF**

8 Violation of the First Amendment (42 U.S.C. § 1983)
9 (Freedom of Assembly)
10 (All Plaintiffs Against All UW Seattle Defendants)

11 31. Plaintiffs incorporate by reference the allegations in the preceding
12 paragraphs, as if fully set forth herein.

13 32. The First Amendment prohibits government from abridging the right of
14 the people to assemble peaceably. Freedom of assembly is the individual right or ability
15 of people to come together and collectively express, promote, pursue, and defend their
16 ideas. The right to freedom of association is recognized as a human right, a
17 political right and a civil liberty.
18

19 33. Defendants, and each of them, abridge Plaintiffs' right to assemble by
20 imposing a draconian and unreasonable security fee for their scheduled event, thereby
21 creating and enforcing a de facto prohibition on their right to assemble without
22 government-approved endorsement of their message.
23

24 34. As a direct and proximate consequence of Defendants' violation of
25 Plaintiffs' federal civil rights under 42 U.S.C. § 1983 and the First Amendment, Plaintiffs
26

1 have suffered and will suffer irreparable injury that cannot fully be compensated by an
2 award of monetary damages.

3
4 35. Pursuant to 42 U.S.C. §§ 1983 and 1988, Plaintiffs are entitled to
5 declaratory relief and temporary, preliminary, and permanent injunctive relief
6 invalidating and restraining enforcement of the restrictions allowed or required by the
7 security fee policy. Additionally, plaintiffs are entitled to monetary damages arising
8 from the unconstitutional actions of Defendants and each of them, sued herein in their
9 individual capacities, as well as reasonable costs of suit.
10

11 36. Plaintiffs found it necessary to engage the services of private counsel to
12 vindicate their rights under the law. Plaintiffs are therefore entitled to an award of
13 attorneys' fees pursuant to 42 U.S.C. § 1988.
14

15 **THIRD CLAIM FOR RELIEF**

16 Violation of the First Amendment (42 U.S.C. § 1983)
17 (Retaliation)
18 (All Plaintiffs Against All UW Seattle Defendants)

19 37. Plaintiffs incorporate by reference the allegations in the preceding
20 paragraphs, as if fully set forth herein.

21 38. Plaintiffs and their members have engaged in constitutionally protected
22 speech, namely, holding and expressing conservative viewpoints by inviting
23 conservative speakers to speak on the UW Seattle campus.
24

25 39. By treating Plaintiffs and their members differently from similarly
26 situated students, student organizations, and members of the public because they are
27

1 conservative and because of their conservative beliefs, among other things, Defendants,
2 acting under color of state law and according to policy and practice, have retaliated
3 against Plaintiffs and their members for holding and expressing disfavored views, and
4 in so retaliating, have engaged in conduct that would chill a person of ordinary firmness
5 from continuing to engage in the protected speech activity.
6

7 40. Plaintiffs and their members' actions in holding and expressing
8 disfavored views was a substantial and motivating factor in Defendants' retaliation
9 against them by imposing unlawful restrictions on Plaintiffs and their members' federal
10 civil rights secured under 42 U.S.C. § 1983 and the First Amendment, causing Plaintiffs
11 to suffer and continue in the future to suffer irreparable injury that cannot be fully
12 compensated by an award of monetary damages.
13

14 41. Pursuant to 42 U.S.C. §§ 1983 and 1988, Plaintiffs are entitled to
15 declaratory relief and temporary, preliminary, and permanent injunctive relief
16 invalidating and restraining Defendants' retaliation against BCR and its members for
17 their utterances of protected speech.
18

19 42. Additionally, Plaintiffs are entitled to monetary damages arising from the
20 unconstitutional actions of Defendants, and each of them, sued herein in their
21 individual capacities, as well as reasonable costs of suit.
22

23 43. Plaintiffs found it necessary to engage the services of private counsel to
24 vindicate their rights under the law. Plaintiffs are therefore entitled to an award of
25 attorneys' fees pursuant to 42 U.S.C. § 1988.
26

1 **FOURTH CLAIM FOR RELIEF**

2 Violation of the Fourteenth Amendment (42 U.S.C. § 1983)
3 (Due Process)
4 (All Plaintiffs Against All UW Seattle Defendants)

5 44. Plaintiffs incorporate by reference the allegations in the preceding
6 paragraphs, as if fully set forth herein.

7 45. Defendants, acting under color of state law and according to a policy,
8 pattern and practice, have enacted a security fee policy, which is vague, overbroad, and
9 improperly affords Defendants unfettered discretion in its application, and therefore
10 deprives Plaintiffs of their clearly established due process rights guaranteed by the
11 Fourteenth Amendment to the United States Constitution.
12

13 46. As a direct and proximate consequence of Defendants' violations of
14 Plaintiffs federal civil rights under 42 U.S.C. § 1983 and the Fourteenth Amendment,
15 Plaintiffs have suffered and will suffer irreparable injury that cannot fully be
16 compensated by an award of monetary damages.
17

18 47. Pursuant to 42 U.S.C. §§ 1983 and 1988, Plaintiffs are entitled to
19 declaratory relief and temporary, preliminary, and permanent injunctive relief
20 invalidating and restraining enforcement of the security fee policy. Additionally,
21 Plaintiffs are entitled to monetary damages arising from the unconstitutional actions of
22 Defendants, and each of them, sued herein in their individual capacities, as well as
23 reasonable costs of suit.
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1 48. Plaintiffs found it necessary to engage the services of private counsel to
2 vindicate their rights under the law. Plaintiffs are therefore entitled to an award of
3 attorneys' fees pursuant to 42 U.S.C. § 1988.
4

5 **FIFTH CLAIM FOR RELIEF**

6 Violation of the Fourteenth Amendment (42 U.S.C. § 1983)
7 (Equal Protection)
8 (All Plaintiffs Against All UW Seattle Defendants)

9 49. Plaintiffs incorporate by reference the allegations in the preceding
10 paragraphs, as if fully set forth herein.

11 50. By treating Plaintiffs and their members, differently from similarly
12 situated students, student organizations, and members of the public because they are
13 conservative and because of their conservative beliefs, among other things, Defendants,
14 acting under color of state law and according to policy and practice, have engaged in
15 actions that discriminate on the basis of political status and belief and have therefore
16 deprived Plaintiffs of their clearly established equal protection rights guaranteed by the
17 Fourteenth Amendment to the United States Constitution.
18

19 51. As a direct and proximate consequence of Defendants' violations of
20 Plaintiffs' federal civil rights under 42 U.S.C. § 1983 and the Fourteenth Amendment,
21 Plaintiffs have suffered and will suffer irreparable injury that cannot be fully
22 compensated by an award of monetary damages.
23

24 52. Pursuant to 42 U.S.C. §§ 1983 and 1988, Plaintiffs are entitled to
25 declaratory relief and temporary, preliminary, and permanent injunctive relief
26
27

1 invalidating and restraining enforcement of the security fee policy. Additionally,
2 Plaintiffs are entitled to monetary damages arising from the unconstitutional actions of
3

4 **PRAYER FOR RELIEF**

5 WHEREFORE, Plaintiffs respectfully pray for relief and judgment against
6 Defendants, jointly and severally, as follows, in amounts according to proof:
7

- 8 1. For judgment in favor of Plaintiffs against Defendants;
- 9 2. For all damages legally and/or proximately caused to Plaintiffs by
10 Defendants in an amount to be determined at trial;
- 11 3. For a declaration that Defendants * DOES violated 42 U.S.C. § 1983;
- 12 4. For a declaration that Defendants * violated the First and Fourteenth
13 Amendments to the United States Constitution;
- 14 5. For a declaration that Defendants * violated the First and Fourteenth
15 Amendments to the United States Constitution;
- 16 6. For nominal damages for the past loss of their constitutional rights as set
17 forth in this Complaint;
- 18 7. For compensatory damages according to proof;
- 19 8. For punitive and exemplary damages for all claims for which such
20 damages are authorized;
- 21 9. For temporary, preliminary, and permanent injunctive relief requiring *;
- 22 10. For civil penalties under Cal. Civ. Code §§ 51.7, 52 & 52.1;
- 23
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1 11. For an award of reasonable attorneys' fees, costs and expenses pursuant
2 to 42 U.S.C. § 1988 other applicable law;

3
4 12. For costs of suit incurred herein; and

5 13. For such other and further relief as the Court deems just and proper.

6 DATED this February 6, 2018

7 ELLIS, LI & MCKINSTRY PLLC

8 *s/ Kyle D. Netterfield*

9 Kyle D. Netterfield WSBA No. 27101

10 Ellis, Li & McKinstry PLLC

11 2025 First Avenue PHA

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12 Telephone: (206) 682-0565

13 Fax: (206) 625-1052

Email: knetterfield@elmlaw.com

14 Attorneys for Plaintiffs, College
15 Republicans of the University of
16 Washington and Chevy Swanson

17 FREEDOM X

18 *s/*

19 William J. Becker, Jr., ESQ. SBN No. 134545

20 (Pro Hac Vice Application Pending)

21 Freedom X

11500 Olympic Blvd., Suite 400

22 Los Angeles, CA 90064

Telephone: (310)636-1018

23 Fax: (310) 765-6328

24 Email: bill@freedomxlaw.com

25 Attorneys for Plaintiffs, College
26 Republicans of the University of
Washington and Chevy Swanson

DEMAND FOR JURY TRIAL

Pursuant to Rule 38 of the Federal Rules of Civil Procedure, Plaintiffs * demand trial by jury on all individual claims they bring against their attackers in this action of all issues so triable.

ELLIS, LI & MCKINSTRY PLLC

s/ Kyle D. Netterfield

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FREEDOM X

s/

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Attorneys for Plaintiffs, College
Republicans of the University of
Washington and Chevy Swanson

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UNITED STATES DISTRICT COURT
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**COLLEGE REPUBLICANS OF THE
UNIVERSITY OF WASHINGTON;
CHEVY SWANSON**, an Individual,

Plaintiffs,

vs.

ANA MARI CAUCE, in her official capacity
as president of the University of Washington;
GERALD J. BALDASTY, in his official
capacity as provost and executive vice
president; **RENE SINGLETON**, individually
and in her official capacity as assistant
director, Student Activities; **CHRISTINA
COOP**, individually and in her official
capacity as senior activities advisor, Student
Activities; **JOHN N. VINSON**, individually
and in his official capacity as Chief of the
University of Washington, Seattle, Police
Department; **CRAIG WILSON** individually
and in his official capacity as University of
Washington, Seattle, Police Department Patrol
Commander; and DOES 1-25;

Defendants.

NO. _____

**DECLARATION OF CHEVY
SWANSON IN SUPPORT OF
COMPLAINT**

1
2 I, Chevy Swanson, declare as follows:

3 1. I am a Plaintiff in this lawsuit, a resident of Seattle, Washington, and president of the
4 plaintiff College Republicans (“College Republicans”) of the University of Washington. The
5 following facts and circumstances are personally known to me, and if called upon to do so, I could
6 and would competently testify as to them.

7 2. This declaration is presented in support of Plaintiffs’ Complaint.

8 3. In January 2017, the College Republicans hosted an event featuring political
9 provocateur Milo Yiannopolous in Kane Hall on the UW Seattle campus. The event drew a significant
10 negative reaction from some members of the Seattle community who contacted the University desiring
11 the event be cancelled.

12 4. I was event coordinator for the College Republicans and directly involved in planning
13 for the Yiannopolous event. I, along with other club members, met multiple times with campus
14 administrators who were our planning advisors. Initially, our advisors estimated security, building
15 rental, equipment and staffing would cost us \$1,000. In subsequent meetings, we were given a revised
16 estimate of \$5,000 and then \$7,000. At no time, did the administration officials explain the rising cost
17 estimates except to say that because they were expecting heightened protests, the cost of security
18 would increase to cover additional officers.

19 5. On the night of January 20, 2017, approximately 400 people gathered in Red Square to
20 cue up for the Yiannopolous event. At approximately 5 p.m., a number of black-clad individuals
21 wearing masks and carrying sticks and flagpoles showed up breaking bricks, attempting to bust down
22 barricades and harassing people.

23 6. At approximately 7 p.m. an altercation occurred in which a protester was shot. Two
24 people were charged with assaulting the protester. The College Republicans raised money to cover the
25 security fees through a gofundme campaign. After the event, the College Republicans received an
26 invoice from the University for \$9,121, which they paid from the money received from the gofundme
27 campaign. However, the College Republicans did not plan other events in 2017 due to their inability
28 to cover the exorbitant security costs they anticipated needing.

 7. As a result of the Yiannopolous event requiring substantial security, the University
adopted a “Safety and Security Protocols for Events” policy. The policy states:

1 The University of Washington allows student organizations, other non-academic
2 University groups, and non-University groups to use campus facilities for sponsored
3 events. Campus rules and policies that govern these events are designed to support and
4 facilitate safe and successful activities in venues owned and operated by the University.
(See WAC 478-136-060)

5 Because the safety, security, and physical well-being of our campus community is of
6 paramount concern to the University, it is the responsibility of any person or organization
7 requesting the use of university facilities to comply with all applicable University policies,
8 procedures, rules and regulations, and applicable local, state and federal laws, including
9 but not limited to fire, health and safety regulations. This protocol will help facilitate such
10 compliance.

11 When the use of campus facilities involves events, activities, and programs that are likely
12 to significantly affect campus safety, security, and operation, the University will perform
13 an analysis of all event factors. This could result in additional conditions and requirements
14 placed on the host organization in order to maintain the safety and security of all organizing
15 parties, guests attending, and the broader campus community. Safety and security concerns
16 may include, but are not limited to, history or examples of violence, bodily harm, property
17 damage, significant disruption of campus operations, and those actions prohibited by the
18 campus code of conduct and state and federal law.

19 During the planning process, host organizations or groups are responsible for making the
20 University aware of any known histories and/or issues of safety and security concerns. The
21 University (i.e., venue coordinator and UWPD) may review all event details and logistics
22 to determine necessary safety and security protocols. Additionally, if previously unknown
23 or new safety and security concerns arise during the planning process, the University will
24 review the event details and may alter any conditions and requirements. Any determination
25 by authorized campus officials will be based on an assessment of credible information other
26 than the content or viewpoints anticipated to be expressed during the event. Other events
27 taking place on or near campus will be taken into consideration in the security review.
28 Required security measures may include, but are not limited to, adjusting the venue, date,
and timing of the event; providing additional law enforcement; imposing access controls
or security checkpoints limiting costumes or items carried; and/or creating buffer zones
around the venue.

The host organization or group will be required to pay costs of reasonable event security
as determined in advance by the University. These costs include, but are not limited to
security personnel, costs to secure the venue from damage, and special equipment as
determined by law enforcement. Security fees will be based on standard and approved
recharge rates for UWPD, other security personnel, and associated equipment costs or
rentals. Should the University place supplementary security protocols prior to or during the
event to provide adequate security to help mitigate any originally unforeseen security
concerns, additional security fees may be charged to host organizations or groups. Host
organizations are financially responsible for damage, inside or outside of the venue, caused
by members of their organization or their invitees.

1 The University reserves the right, in rare circumstances, to cancel an event if based on
2 information available it is reasonably believed that there is a credible threat which
3 unreasonably places the campus community at risk of harm.¹

4 8. In October 2017, an individual associated with Patriot Prayer, Kyle Broussard,
5 contacted me offering to have the group's founder and leader, Joey Gibson, come to the campus on
6 November 22, 2017, for an indoor speaking event. Patriot Prayer is an informal group of evangelical
7 Christians formed and led by Gibson to convey a message of peace. Its Facebook page says it is about
8 "using the power of love and prayer to fight the corruption both in the government and citizen levels
9 that seek to gain power through division and deception."² Despite this description, Gibson has been
10 the target of physical assault by Antifa and similar violent left-wing activist groups who label him a
11 white supremacist and Nazi.

12 9. In October 2017, I, along with other members of the College Republicans, met with
13 Defendant Renee Singleton, assistant director of Student Activities, and Christina Coop, senior
14 activities advisor for Student Activities, to discuss planning for the Patriot Prayer event. Defendant
15 Singleton told me that security costs would be high due to security concerns. Singleton also told me
16 that Patriot Prayer is a controversial group and would present major security problems. Based on those
17 representations, the College Republicans decided not to move forward with the event.

18 10. In January 2018, we discussed holding a Patriot Prayer event outdoors to defray the
19 costs associated with room, equipment and some of the security costs. We reached out to Gibson to
20 inquire about scheduling an outdoor event in February 2018.

21 11. I met again with campus advisors to discuss planning for a February outdoor event. On
22 February 1, 2018, Defendant Craig Wilson, Patrol Commander with the UW Seattle Police
23 Department, told me the cost of security would be \$17,000 due to expected violent protests. Wilson
24 did not explicitly detail the reasons for such a large security fee. No other group has been charged such
25 an excessively large security fee in the past. See, e.g. Exh. 1, a true and correct copy of UWPD Security

26 ¹ Safety and Security Protocols for Events: Safety and Security Protocols for Events Sponsored by
27 Student Organizations, Non-Academic University Users, and Non-University Users with Potential to
28 Disrupt Campus Security, Safety and Operation; <http://depts.washington.edu/thehub/sao/rso-policy-guide/safety-and-security-protocols-for-events/>.

² https://www.facebook.com/pg/PatriotPrayerUSA/about/?ref=page_internal.

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an excessively large security fee in the past. See, e.g. Exh. 1, a true and correct copy of UWPD Security Costs for 2016-17, attached hereto and incorporated herein by reference, which I obtained through a Washington State Public Records Request.

I declare under penalty of perjury under the laws of the State of Washington that the foregoing is true and correct.

DATED this 6th day of February, 2018, at Los Angeles, California.



CHEVY SWANSON

FREEDOM X
11500 OLYMPIC BLVD., SUITE 400
LOS ANGELES, CA 90064

UWPD Charges, 2016-17		
Date	Event	Amount
9/26/2016	ASUW Fall Fling	\$ 844.00
1/7/2017	ASUW AISC: Powwow	\$ 1,320.00
1/20/2017	College Republicans: Milo Yiannopoulos	\$ 9,121.00
3/7/2017	ASUW A&E: Shawn King	\$ 855.00
4/1/2017	Desi Dhamaka: Cultural Show	\$ 760.00
4/8/2017	First Nations: Spring Powwow	\$ 4,372.00
4/21/2017	Taiwanese Student Association: Night Market	\$ 950.00
5/5/2017	Polynesian Student Alliance: PolyDay	\$ 2,862.00
5/19/2017	ASUW A&E Spring Concert	\$ 3,310.00
	Total	\$ 24,394.00

AO 440 (Rev. 06/12) Summons in a Civil Action

UNITED STATES DISTRICT COURT

for the

Western District of Washington

COLLEGE REPUBLICANS OF THE UNIVERSITY OF WASHINGTON; CHEVY SWANSON, an Individual,

Plaintiff(s)

v.

ANA MARI CAUCE, in her official capacity as president of the University of Washington; GERALD J. BALDASTY, in his official capacity as provost and executive vice president; RENE SINGLETON, individ

Defendant(s)

Civil Action No.

SUMMONS IN A CIVIL ACTION

To: (Defendant's name and address) ANA MARI CAUCE, GERALD J. BALDASTY, RENE SINGLETON, CHRISTINA COOP, JOHN N. VINSON, and CRAIG WILSON

c/o Karin Nyrop, Attorney General's Office - UW Division, 4333 Brooklyn Ave NE, Seattle, WA 98195-9475;(206) 543-4150

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received it) — or 60 days if you are the United States or a United States agency, or an officer or employee of the United States described in Fed. R. Civ. P. 12 (a)(2) or (3) — you must serve on the plaintiff an answer to the attached complaint or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff or plaintiff's attorney, whose name and address are:

Kyle D. Netterfield
Ellis, Li & McKinstry, PLLC
2025 First Ave PHA
Seattle, WA 98121

If you fail to respond, judgment by default will be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.

CLERK OF COURT

Date:

Signature of Clerk or Deputy Clerk

Civil Action No. _____

PROOF OF SERVICE

(This section should not be filed with the court unless required by Fed. R. Civ. P. 4 (l))

This summons for *(name of individual and title, if any)* _____
was received by me on *(date)* _____ .

I personally served the summons on the individual at *(place)* _____
_____ on *(date)* _____ ; or

I left the summons at the individual's residence or usual place of abode with *(name)* _____
_____, a person of suitable age and discretion who resides there,
on *(date)* _____ , and mailed a copy to the individual's last known address; or

I served the summons on *(name of individual)* _____ , who is
designated by law to accept service of process on behalf of *(name of organization)* _____
_____ on *(date)* _____ ; or

I returned the summons unexecuted because _____ ; or

Other *(specify)*: _____

My fees are \$ _____ for travel and \$ _____ for services, for a total of \$ _____ 0.00 _____ .

I declare under penalty of perjury that this information is true.

Date: _____

Server's signature

Printed name and title

Server's address

Additional information regarding attempted service, etc: