

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**

1  
2  
3 Plaintiffs University of Washington College Republicans and Chevy Swanson  
4 (collectively "Plaintiffs") bring this action against Defendants Ana Mari Cauce,  
5 individually and in her official capacity as president of the University of Washington;  
6 Gerald J. Baldasty, in his official capacity as provost and executive vice president of the  
7 University of Washington; Rene Singleton, individually and in her official capacity as  
8 assistant director, Student Activities at the University of Washington, Seattle ("UW  
9 Seattle"); Christina Coop, individually and in her official capacity as senior activities  
10 advisor, Student Activities at the UW Seattle; John N. Vinson, individually and in his  
11 official capacity as Chief of the UW Seattle Police Department; Craig Wilson,  
12 individually and in his official capacity as UW Seattle Department Patrol Commander;  
13 and DOES 1-25, for nominal, compensatory, punitive, declaratory and injunctive relief.  
14  
15

## 16 INTRODUCTION

17 1. This action seeks to protect and vindicate fundamental rights. It is a civil  
18 rights action brought under the First and Fourteenth Amendments against government  
19 actors responsible for imposing draconian and unreasonable security fees on Plaintiffs  
20 as a condition for permitting them to host a conservative speaker in Red Square within  
21 the UW Seattle campus. The imposition of a \$17,000 security fee for a Saturday afternoon  
22 event featuring an evangelical Christian speaker is remarkable. But UW Seattle justifies  
23 it only on the basis of an unconstitutional heckler's veto, in essence, rewarding members  
24 of society so intolerant of and hostile to hearing views they find objectionable they must  
25  
26  
27

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  
27

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.”<sup>1</sup> *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.*

8  
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.*

24  
25  
26  
27 <sup>1</sup> [https://www.facebook.com/pg/PatriotPrayerUSA/about/?ref=page\\_internal](https://www.facebook.com/pg/PatriotPrayerUSA/about/?ref=page_internal).



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

## LEGAL CLAIMS

### FIRST CLAIM FOR RELIEF

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

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

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

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  
27

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

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.

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.

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.

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.

**FOURTH CLAIM FOR RELIEF**

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

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

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

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

47. Pursuant to 42 U.S.C. §§ 1983 and 1988, Plaintiffs are entitled to declaratory relief and temporary, preliminary, and permanent injunctive relief invalidating and restraining enforcement of the security fee policy. Additionally, Plaintiffs are entitled to monetary damages arising from the unconstitutional actions of Defendants, and each of them, sued herein in their individual capacities, as well as reasonable costs of suit.

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
- 24
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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           12. For costs of suit incurred herein; and

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

6 DATED this February 6, 2018

7 ELLIS, LI & McKINSTRY PLLC

8 *s/ Kyle D. Netterfield*

9 Kyle D. Netterfield WSBA No. 27101

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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)

Freedom X

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

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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.<sup>1</sup>

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."<sup>2</sup> 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

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26 <sup>1</sup> 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/>.

<sup>2</sup> [https://www.facebook.com/pg/PatriotPrayerUSA/about/?ref=page\\_internal](https://www.facebook.com/pg/PatriotPrayerUSA/about/?ref=page_internal).



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

4  
5 I declare under penalty of perjury under the laws of the State of Washington that the foregoing  
6 is true and correct.

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

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CHEVY SWANSON





<b>UWPD Charges, 2016-17</b>		
<b>Date</b>	<b>Event</b>	<b>Amount</b>
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

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: