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UNITED STATES DISTRICT COURT  
WESTERN DISTRICT OF WASHINGTON  
AT SEATTLE

SEATTLE MIDEAST AWARENESS  
CAMPAIGN, a Washington non-profit  
corporation,

Plaintiff,

v.

KING COUNTY, a municipal corporation,

Defendant.

NO. 11-cv-00094

PLAINTIFF SEATTLE MIDEAST  
AWARENESS CAMPAIGN'S  
COMPLAINT FOR DECLARATORY  
AND INJUNCTIVE RELIEF

Plaintiff Seattle Mideast Awareness Campaign, by way of complaint against  
Defendant King County, asserts as follows:

**PARTIES**

1. Plaintiff Seattle Mideast Awareness Campaign (“SeaMAC”) is a Washington non-  
profit corporation located in King County, Washington. Plaintiff SeaMAC’s primary purpose  
is to assist in educating the public about the Israeli-Palestinian Conflict and its relationship to  
United States foreign policy.

2. Defendant King County is, and at all times relevant to the matters set forth in this  
complaint was, a municipal corporation. In the performance of its governmental duties,  
Defendant King County operates a public transit system (“King County Metro Transit”),  
which includes more than 1,400 buses. Included in the collection of individuals and

1 organizations which assist Defendant King County in the operation of its public transit system  
2 is Titan Outdoor LLC, or titan360.com (“Titan”), the largest transit advertising company in  
3 North America. All acts, or failures to act, by King County Metro Transit and Titan, as set  
4 forth in this Complaint, were on behalf of and for the benefit of Defendant King County and  
5 within the course and scope of their authority to act, or not act, on behalf of Defendant King  
6 County.

### 7 **JURISDICTION AND VENUE**

8 3. This Court has original jurisdiction over the subject matter of this action, pursuant  
9 to 28 U.S.C. §§ 1331 (federal question jurisdiction) and 1343(a)(3) (civil rights jurisdiction),  
10 as this is an action to redress the deprivation, under color of state law, of rights secured by the  
11 Constitution and laws of the United States. Plaintiff SeaMAC seeks remedies under 42  
12 U.S.C. §§ 1983 and 1988 (protection of constitutional rights), Fed. R. Civ. P. 65 (injunctive  
13 relief), and 28 U.S.C. §§ 2201 and 2202 and Fed. R. Civ. P. 57 (declaratory relief).

14 4. This Court has personal jurisdiction over Defendant King County because it  
15 resides, is found, has agents, and transacts business in this Judicial District.

16 5. Venue is proper in this Court and this Judicial District, pursuant to 28 U.S.C. §  
17 1391, because Defendant King County’s acts in violation of the United States Constitution  
18 have arisen and continue to arise in this Judicial District.

### 19 **STATEMENT OF FACTS**

20 6. At least before December 23, 2010, and at all times relevant to the matters set forth  
21 in this Complaint, Defendant King County had in place a written policy concerning its  
22 policies, practices, and procedures for the placement and payment of ads on its public transit  
23 buses (the “Advertising Policy”). Defendant King County’s Advertising Policy applied to the  
24 ad Plaintiff SeaMAC intended to publish on some of Defendant King County’s buses, as  
25 discussed more fully in this Complaint. Defendant King County administered or implemented  
26 this Advertising Policy, in part, through Titan, its agent. Titan, at all times relevant to the

1 matters set forth in this Complaint, was Defendant King County's agent and was acting on its  
2 behalf and within the scope of its authority, including, but not limited to, the matters set forth  
3 in this Complaint.

4 7. Pursuant to its Advertising Policy, Defendant King County has a long and  
5 established practice of publishing a wide variety and spectrum of ads containing non-  
6 commercial speech, including, but not limited to, information related to the conflict in Gaza  
7 between Israelis and Palestinians. Publication of these ads on its buses was also authorized by  
8 and consistent with Defendant King County's Advertising Policy. By virtue of this long and  
9 established practice and implementation of its Advertising Policy, Defendant King County's  
10 buses were a designated public forum.

11 8. In October 2010, Plaintiff SeaMAC contacted Defendant King County's agent,  
12 Titan, for the purpose of placing an ad on the outside of selected buses. A copy of the  
13 proposed ad is attached to this Complaint and marked as Exhibit A. The ad was intended to  
14 mark the two year anniversary of the Israeli military campaign, in Gaza, which occurred in  
15 December 2008 and January 2009.

16 9. On October 15, 2010, Titan and Defendant King County were given a copy of the  
17 ad Plaintiff SeaMAC intended to publish on the buses from December 27, 2010 through  
18 January 23, 2011, inclusive. After submission of its ad, Defendant King County presented  
19 Plaintiff SeaMAC with its Contract for Advertising.

20 10. On November 10, 2010, Plaintiff SeaMAC was advised by Titan, on behalf of  
21 Defendant King County, that, after their respective receipt and review of the ad (and  
22 Defendant King County's Advertising Policy), the ad had been approved, as submitted, for  
23 publication on Defendant King County's buses.

24 11. On December 13, 2010, Plaintiff SeaMAC executed Defendant King County's  
25 Contract for Advertising, a copy of which is attached to this Complaint and marked as Exhibit  
26 B. Thereafter, Plaintiff SeaMAC paid the fee charged by Defendant King County. In all

1 other respects, Plaintiff SeaMAC has fully performed its obligations set forth in Defendant  
2 King County's Contract for Advertising (Exhibit B).

3 12. On December 14, 2010, Plaintiff SeaMAC paid MVP Poster, Inc., the printer for  
4 the ad to be placed on Defendant King County's buses.

5 13. Plaintiff SeaMAC's ad was scheduled to begin running on Defendant King  
6 County's buses on December 27, 2010, for four weeks, on 12 different buses. The timing of  
7 the publication of the ad was important to Plaintiff SeaMAC, as it was intended to coincide  
8 with the Israeli military campaign, in Gaza, during December 2008 and January 2009.

9 14. On December 23, 2010, Defendant King County announced its decision that it  
10 would not honor its Contract for Advertising or its existing Advertising Policy and not run the  
11 ad, as previously approved and agreed. On that date, Defendant King County issued a press  
12 release, announcing this change of plans. In addition, Defendant King County announced that  
13 its existing Advertising Policy was no longer in effect and that, effective immediately, it was  
14 implementing a new, different, and interim Advertising Policy. Later that same day, a  
15 representative from Titan contacted Plaintiff SeaMAC and formally notified it that the ad had  
16 been cancelled.

17 **CAUSES OF ACTION**

18 ***Violation of the First Amendment of the United States Constitution***

19 15. Defendant King County's decision to not publish Plaintiff SeaMAC's ad, as  
20 promised, violates the First Amendment of the United States Constitution (which is made  
21 applicable to state entities through the Fourteenth Amendment) as applied. Defendant King  
22 County's apparent reliance on its Advertising Policy and/or its Contract for Advertising, as  
23 justification for its change of position, violated the First Amendment of the United States  
24 Constitution (which is made applicable to the state entities through the Fourteenth  
25 Amendment) as applied and on its face.

1 16. Defendant King County's decision to not publish Plaintiff SeaMAC's ad has  
2 caused irreparable injury to Plaintiff SeaMAC.

3 ***Declaratory Relief***

4 17. Defendant King County's violation of Plaintiff SeaMAC's First Amendment  
5 constitutional rights has created an actual controversy within this jurisdiction.

6 18. This Court should issue a declaration that (a) Defendant King County violated  
7 Plaintiff SeaMAC's First Amendment constitutional rights and (b) Plaintiff SeaMAC is  
8 entitled to immediate, injunctive relief.

9 ***Injunctive Relief***

10 19. As a direct and proximate result of Defendant King County's violation of Plaintiff  
11 SeaMAC's First Amendment rights, Plaintiff SeaMAC has been injured, irreparably, although  
12 Plaintiff SeaMAC has no adequate remedy at law.

13 20. Injunctive relief is appropriate in this action because (a) Plaintiff SeaMAC will  
14 likely prevail on its Violation of Civil Rights and Declaratory Relief claims or causes of  
15 action; (b) Plaintiff SeaMAC will likely suffer irreparable harm without immediate, injunctive  
16 relief; (c) the balance of equities presented by this controversy are in favor of Plaintiff  
17 SeaMAC; and (d) injunctive relief is in the public interest.

18 **PRAYER FOR RELIEF**

19 WHEREFORE, Plaintiff SeaMAC respectfully request that this Court:

20 1. Declare that Defendant King County's decision to not publish Plaintiff SeaMAC's  
21 ad, as promised, violates the First Amendment of the United States Constitution as applied,  
22 and with respect to Defendant King County's decision to cancel the ad on its face and as  
23 applied;

24 2. Issue a preliminary injunction against Defendant King County, immediately, and  
25 order that it begin to publish Plaintiff SeaMAC's ad, as submitted and previously approved,  
26

1 for four consecutive weeks, on 12 different buses, it honor the full terms and conditions of its  
2 Contract for Advertising with Plaintiff SeaMAC;

3 3. Award Plaintiff SeaMAC its reasonable attorney fees and costs, pursuant to 42  
4 U.S.C. § 1988; and

5 4. For such other relief as this Court deems fair, just, and equitable.

6 DATED this 19<sup>th</sup> day of JANUARY, 2011.

7 SKELLENGER BENDER, P.S.

8  
9 By   
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