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Pasadena Republican Club

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8 UNITED STATES DISTRICT COURT
9 CENTRAL DISTRICT OF CALIFORNIA

10 PASADENA REPUBLICAN CLUB, a) Case No.: 2:18-cv-9933
General Purpose Political Committee,)
11 on behalf of itself and its members)

12 Plaintiffs,)

13 v.)

14 WESTERN JUSTICE CENTER, a)
California nonprofit corporation, and)
15 CITY OF PASADENA,)

16 Defendants.)
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**COMPLAINT FOR INJUNCTIVE
AND DECLARATORY RELIEF
AND DAMAGES
(42 U.S.C. §§1983, 1985)
DEMAND FOR JURY TRIAL**

18 **JURISDICTION**

19 1. This Court has jurisdiction to hear this claim pursuant to 28 USC §1331
20 (federal question) since the claims asserted herein arise out of the laws of the United
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1 States (42 USC §§1983, 1985) and the Speech and Religion Clauses of the First
2 Amendment to the United States Constitution.

3 **VENUE**

4 2. Venue is proper in this district pursuant to 13 USC §1391(c)(1) because
5 both defendants are entities that are subject to this Court’s personal jurisdiction. The
6 CITY OF PASADENA is a government body that is located within this district. The
7 WESTERN JUSTICE CENTER is a nonprofit corporation that is physically located in
8 the CITY OF PASADENA.

9 **INTRODUCTION**

10 3. This is civil rights claim pursuant to 42 U.S.C. §§1983 and 1985 for
11 declaratory and injunctive relief and money damages. The WESTERN JUSTICE
12 CENTER, managing property owned by the CITY OF PASADENA, canceled an event
13 that was to be held at that property because the WESTERN JUSTICE CENTER
14 disagreed with the viewpoint of a religious organization with which the speaker was
15 affiliated. However, as a state actor, managing the public property of the CITY OF
16 PASADENA for public purposes, WESTERN JUSTICE CENTER “was obliged under
17 the Free Exercise Clause to proceed in a manner neutral toward and tolerant of ... [the]
18 religious beliefs” of the speaker chosen by the PASADENA REPUBLICAN CLUB.
19 *Masterpiece Cakeshop, Ltd. v. Colorado Civil Rights Commission*, 135 S.Ct. 1719,
20 1731 (2018). Further, when it opens a public facility for community meetings, even on
21 a limited basis, neither the CITY OF PASADENA nor THE WESTERN JUSTICE

1 CENTER may discriminate against groups based on the viewpoint of the speaker.
2 Access to even nonpublic forums cannot be limited based a public officials' opposition
3 to the views of the speaker. *Cornelius v. NAACP Legal Defense and Educational Fund*,
4 473 U.S. 788, 800 (1985); *Perry Education Assn. v. Perry Local Educators' Assn.*, 460
5 U.S. 37, 46 (1983). The cancellation of this event based on the speaker's viewpoint and
6 religious views is a clear violation of well-settled law concerning the Freedom of
7 Speech and Free Exercise of Religion guaranteed by the First Amendment of the United
8 States Constitution. The Executive Director of the WESTERN JUSTICE CENTER
9 worked with unnamed other persons to cancel the contract based on the political
10 religious views of the speaker and CITY OF PASADENA permitted the WESTERN
11 JUSTICE CENTER to take these actions and deprive the PASADENA REPUBLICAN
12 CLUB, and its members, of their civil rights to be free from religious and political
13 viewpoint discrimination in violation of 42 U.S.C. §1985.

14 **PARTIES**

15 4. The PASADENA REPUBLICAN CLUB is the oldest continuously active
16 Republican Club in America. It is a voluntary membership organization that was
17 founded in 1884 by Colonel Jabez Banbury, one of the early settlers of Pasadena and a
18 veteran of the Civil War. The club exists to allow its members to join together to elect
19 candidates to federal, state, and local office and to provide a medium for the expression
20 of the political ideals and principles of the membership. To this end, the club invites
21 speakers to its meetings to educate members on the issues of the day. It is affiliated

1 55-85 South Grand Avenue, Pasadena and include the Maxwell House. WESTERN
2 JUSTICE CENTER has an option to extend the lease for an additional 44 years.

3 8. The purpose of the lease, as stated in that document, was to benefit the
4 citizens of Pasadena through “a center for the study of dispute resolution and the
5 administration of justice, to provide additional employment and revenues to the local
6 economy, to provide for improvements in both local, regional, national, and
7 international components of the legal system, to provide a forum for educational
8 research, and for the purpose of insuring the restoration and historical perseverance of
9 the premises.”

10 9. The lease expressly stated that it was not for commercial purposes and
11 imposed limits on the types of entities that could occupy the premises. Paragraph 5.1
12 of the lease specified that the property could only be used “for the purposes described
13 in the Plan of Public Use for Surplus Property.” The lease expressly prohibited
14 subletting to lawyers offering services for profit.

15 10. The lease also authorized the WESTERN JUSTICE CENTER to use the
16 premises for “community meetings and other purposes during non-business hours.”

17 11. The lease was amended in 1990 and again in 1993. On July 16, 1994, the
18 property was transferred to the City of Pasadena subject to the lease. The City executed
19 a third amendment to the lease on July 18, 1994. None of the restrictions on use were
20 altered in the amendments to the lease, nor did the amendments disclaim the public
21 purpose of the lease.

1 12. The CITY OF PASADENA used its authority as a government entity to
2 borrow money that was provided to WESTERN JUSTICE CENTER to complete
3 improvements on the property. WESTERN JUSTICE CENTER rent payments to the
4 CITY OF PASADENA were calculated to repay the loans. All of these loans have now
5 been repaid and the current rent through the end of the lease is \$1.00 per month.

6 **THE CONTRACT WITH THE PASADENA REPUBLICAN CLUB**

7 13. At the time of the events in question, the WESTERN JUSTICE CENTER
8 rented the property in question for after-hours use to numerous community groups,
9 including the PASADENA REPUBLICAN CLUB.

10 14. In January or February of 2017, Lynn Gabriel, president of the
11 PASADENA REPUBLICAN CLUB, executed a contract with the WESTERN
12 JUSTICE CENTER to rent the Maxwell House for an event on April 20, 2017, for a
13 rental fee of \$190. On or about February 17, 2017, the PASADENA REPUBLICAN
14 CLUB made the final payment for the rental.

15 15. The rental contract noted that the property was owned by the CITY OF
16 PASADENA. The contract further required a disclaimer to be printed on any flyer or
17 publicity for the event with the words: “The Western Justice Center/Maxwell House
18 does not endorse the views expressed by this organization or its speakers.” The contract
19 was signed by Lynn Gabriel for the PASADENA REPUBLICAN CLUB and Judith
20 Chirlin on behalf of the WESTERN JUSTICE CENTER. Chirlin, a retired Los Angeles
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1 Superior Court Judge, was the Executive Director of the WESTERN JUSTICE
2 CENTER at that time.

3 16. At or before the time she executed this contract for the rental of Maxwell
4 House from WESTERN JUSTICE CENTER, Lynn Gabriel, president of the
5 PASADENA REPUBLICAN CLUB, notified Judith Chirlin, the then Executive
6 Director of the WESTERN JUSTICE CENTER, that the planned speaker for the event
7 was Dr. John Eastman.

8 17. Dr. Eastman is the former dean of the law school at Chapman University
9 and a nationally recognized expert on Constitutional Law. He is currently the Henry
10 Salvatori Professor of Law and Community Service at the Chapman University, Dale
11 E. Fowler School of Law. He is also the Director of the Center for Constitutional
12 Jurisprudence, a public interest law firm affiliated with The Claremont Institute,
13 through which he has participated in more than 140 cases of constitutional significance
14 before the Supreme Court of the United States. He has a Ph.D. in Government with
15 fields of concentration in Political Philosophy, American Government, Constitutional
16 Law, and International Relations from the Claremont Graduate School. He speaks on
17 issues of law and politics on national radio and television programs as well as to civic
18 groups and law schools across the nation.

19 18. The PASADENA REPUBLICAN CLUB collects a fee from its members
20 at meetings, and the speaker for the meeting is a draw to help the PASADENA
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1 REPUBLICAN CLUB to raise money and defer the cost of the rental of the venue for
2 the meeting.

3 19. The PASADENA REPUBLICAN CLUB advertised the planned April 20,
4 2017 event listing Dr. Eastman as the speaker. The publicity noted that the cost to
5 attend would be \$10.00 for members. In accordance with the requirements of the
6 contract, the publicity for the event contained the following disclaimer: “The Western
7 Justice Center/Maxwell House does not endorse the views expressed by this
8 organization or its speakers.”

9 **THE WESTERN JUSTICE CENTER CANCELS THE**
10 **CONTRACT AT THE LAST-MINUTE**

11 20. At 3:43 pm on the day of the event, the then Executive Director of
12 WESTERN JUSTICE CENTER, Judith Chirlin, sent an email to Lynn Gabriel, the
13 president of the PASADENA REPUBLICAN CLUB to state that WESTERN JUSTICE
14 CENTER was cancelling the event that was scheduled to take place at 6:30 pm, less
15 than three hours from the time of the email. Chirlin explained that “While I knew that
16 Prof Eastman was a professor and author, we learned just today that he is the President
17 [sic] of the National Organization for Marriage (NOM). NOM’s positions on same-sex
18 marriage, gay adoption, and transgender rights are antithetical to the values of the
19 Western Justice Center. ... WJC works to improve campus climates with a special
20 focus on LGBT bias and bullying. We work to make sure that people recognize and
21 stop LGBT bullying. Through these efforts we have built a valuable reputation in the

1 community, and allowing your event in our facility would hurt our reputation in the
2 community.”

3 21. The National Organization for Marriage is a national organization that
4 works to defend marriage and the faith communities that sustain it at the local, state,
5 and national levels. The ideals of the organization are rooted in both social science and
6 the religious beliefs of its members. The organization advocates for marriage as a
7 relationship between one man and one woman in the courts and before the legislative
8 bodies at the local, state, and national level. It does not advocate bias of any type and
9 it does not engage in bullying.

10 22. By waiting until 3:43 pm to cancel the event scheduled for 6:30 pm that
11 evening, Chirlin, acting on behalf of WESTERN JUSTICE CENTER and the CITY OF
12 PASADENA, sought to ensure that the event could not be held at all and to impose the
13 maximum level of inconvenience for the PASADENA REPUBLICAN CLUB.

14 23. By canceling this event at the last minute solely because they disagreed
15 with the political and religious beliefs of the speaker, Chirlin and WESTERN JUSTICE
16 CENTER acted with malice, oppression, and wanton disregard of the law, intending to
17 harm PASADENA REPUBLICAN CLUB and its members for choosing a speaker who
18 harbored beliefs contrary to those promoted by WESTERN JUSTICE CENTER. These
19 actions constitute willful and wanton misconduct. As a retired California Judge, Chirlin
20 is presumably aware of the provisions of the United States Constitution and was
21 therefore aware that the action she took on behalf of the WESTERN JUSTICE

1 CENTER was unconstitutional. Further, the Board of the WESTERN JUSTICE
2 CENTER includes judges of the United States District Court for the Central District of
3 California and the United States Circuit Court of Appeals for the Ninth Circuit, who
4 likewise are aware of the provisions of the United States Constitution and know that
5 discrimination on the basis of political viewpoint and religious belief in the rental of
6 public property violates the United States Constitution unless supported by a
7 compelling governmental interest. WESTERN JUSTICE CENTER's hatred of
8 contrary political viewpoints and religious beliefs is not a compelling governmental
9 interest.

10 24. Because of the last-minute cancellation of the contract to use the Maxwell
11 House property, PASADENA REPUBLICAN CLUB had trouble finding an alternate
12 facility at which to hold its program. After a frantic search, PASADENA
13 REPUBLICAN CLUB was able to book the University Club of Pasadena for the event
14 that night, but at a cost of \$500 – more than double the cost of the agreed rental price
15 for the Maxwell House

16 25. After a substitute facility that could accommodate the meeting that evening
17 was located and booked, there was no time to alert the members of PASADENA
18 REPUBLICAN CLUB about the change in meeting location. This required Lynn
19 Gabriel, president of PASADENA REPUBLICAN CLUB, to stand in front of the
20 Maxwell House on the night of the event to redirect PASADENA REPUBLICAN
21 CLUB members to the new venue, causing her to miss the event herself.

1 29. Maxwell House, the property leased by the WESTERN JUSTICE
2 CENTER, is owned by the CITY OF PASADENA and is included in the property
3 identified as 55-85 South Grand Avenue, Pasadena. The property is leased to
4 WESTERN JUSTICE CENTER to promote the government purposes of the CITY OF
5 PASADENA. In operating and subletting the property, WESTERN JUSTICE
6 CENTER is a “state actor” for purposes of the United States Constitution and 42 U.S.C.
7 § 1983.

8 30. Public property opened for lease by community groups must be available
9 without regard to the viewpoint of the organization or the speaker.

10 31. PASADENA REPUBLICAN CLUB, and its members, had a right under
11 the First Amendment to use the Maxwell House on the same basis as other organizations
12 without regard to its viewpoint or the viewpoint of the speakers it chose for its event.

13 32. WESTERN JUSTICE CENTER and the CITY OF PASADENA
14 discriminated against PASADENA REPUBLICAN CLUB based on the viewpoint of
15 the speaker it chose for its event, thereby denying PASADENA REPUBLICAN CLUB
16 and its members of its rights under the First Amendment.

17 33. The CITY OF PASADENA permitted WESTERN JUSTICE CENTER to
18 engage in viewpoint discrimination in the subletting of city-owned property that was
19 leased to WESTERN JUSTICE CENTER for government purposes.

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1 34. WESTERN JUSTICE CENTER and the CITY OF PASADENA violated
2 the rights of PASADENA REPUBLICAN CLUB and its members under 42 U.S.C.
3 §1983.

4 35. WESTERN JUSTICE CENTER acted with malice, oppression, and
5 wanton and intentional disregard of the rights of PASADENA REPUBLICAN CLUB
6 and its members when it cancelled this contract based on the political viewpoint of the
7 scheduled speaker.

8 Wherefore, plaintiff prays for judgment as follows.

9 **SECOND CAUSE OF ACTION**
10 **Religious Belief Discrimination in violation of the First Amendment and**
11 **42 U.S.C. §1983**

12 36. Plaintiffs restate the allegations of paragraphs 1-35, inclusive, as if fully
13 restated in this Cause of Action.

14 37. Maxwell House, the property leased by the WESTERN JUSTICE
15 CENTER, is owned by the CITY OF PASADENA. The property is leased to
16 WESTERN JUSTICE CENTER to promote the government purposes of the CITY OF
17 PASADENA. In operating and subletting the property, WESTERN JUSTICE
18 CENTER is a “state actor” for purposes of the First Amendment and 42 U.S.C. §1983.

19 38. Public property opened for lease by community groups must be available
20 without regard to the religious viewpoint of the organization or the speaker. The CITY
21 OF PASADENA may not discriminate against community groups based on the
religious beliefs of speakers.

1 39. PASADENA REPUBLICAN CLUB, and its members, had a right under
2 the Free Exercise Clause of the First Amendment to use the Maxwell House on the same
3 basis as other organizations without regard to the religious viewpoint of the speakers it
4 chose for its event.

5 40. WESTERN JUSTICE CENTER and the CITY OF PASADENA
6 discriminated against PASADENA REPUBLICAN CLUB, and its members, based on
7 the religious viewpoint of the speaker it chose for its event, thereby denying
8 PASADENA REPUBLICAN CLUB and its members of its rights under the Free
9 Exercise Clause of the First Amendment.

10 41. The CITY OF PASADENA permitted WESTERN JUSTICE CENTER to
11 engage in religious viewpoint discrimination in the subletting of city owned property
12 that was leased to WESTERN JUSTICE CENTER for government purposes.

13 42. WESTERN JUSTICE CENTER and the CITY OF PASADENA violated
14 the rights of PASADENA REPUBLICAN CLUB and its members under 42 U.S.C.
15 §1983.

16 43. WESTERN JUSTICE CENTER acted with malice, oppression, and
17 wanton and intentional disregard of the rights of PASADENA REPUBLICAN CLUB
18 and its members when it cancelled this contract based on the religious beliefs of the
19 scheduled speaker.

20 Wherefore, plaintiff prays for judgment as follows.
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1 **THIRD CAUSE OF ACTION**
2 **Conspiracy to Deny Civil Rights to Freedom from Political Viewpoint and**
3 **Religious Belief Discrimination pursuant to 42 U.S.C. §1985**

4 44. Plaintiffs restate the allegations of paragraphs 1-43, inclusive, as if fully
5 restated in this Cause of Action.

6 45. The Executive Director of the WESTERN JUSTICE CENTER worked
7 with unnamed third parties to cancel the event based on the political and religious views
8 of the speaker. All of these actions were possible only because the CITY OF
9 PASADENA vested the WESTERN JUSTICE CENTER with power to discriminate in
10 the rental of city-owned property on the basis of political and religious viewpoint. By
11 taking the actions alleged herein, the CITY OF PASADENA and WESTERN JUSTICE
12 CENTER conspired in violation of 42 U.S.C. §1985 to deny civil liberties guaranteed
13 by the First Amendment to the United States Constitution to PASADENA
14 REPUBLICAN CLUB and its members.

15 Wherefore, plaintiff prays for judgment as follows.

16 **PRAYER FOR RELIEF**

17 WHEREFORE, PASADENA REPUBLICAN CLUB prays for relief as follows

18 1. A declaration that the CITY OF PASADENA violated the rights of the
19 PASADENA REPUBLICAN CLUB and its members to Freedom of Speech under the
20 First Amendment and 42 U.S.C. §1983 when WESTERN JUSTICE CENTER,
21 cancelled a facility use contract based on the viewpoint of the speaker chosen for the
event.

1 2. A declaration that WESTERN JUSTICE CENTER violated the rights of
2 the PASADENA REPUBLICAN CLUB and its members to Freedom of Speech under
3 the First Amendment and 42 U.S.C. §1983 when it cancelled a facility use contract
4 based on the viewpoint of the speaker chosen for the event.

5 3. A declaration that WESTERN JUSTICE CENTER acted with malice,
6 oppression, and wanton and intentional disregard for the law when it cancelled the
7 facility use contract with PASADENA REPUBLICAN CLUB based on the viewpoint
8 of the speaker chosen for the event.

9 4. A declaration that the CITY OF PASADENA violated the rights of the
10 PASADENA REPUBLICAN CLUB and its members to Free Exercise of Religion
11 under the First Amendment and 42 U.S.C. §1983 when WESTERN JUSTICE
12 CENTER, cancelled a facility use contract based on the religious viewpoint of the
13 speaker chosen for the event.

14 5. A declaration that WESTERN JUSTICE CENTER violated the rights of
15 the PASADENA REPUBLICAN CLUB and its members to Free Exercise of Religion
16 under the First Amendment and 42 U.S.C. §1983 when it cancelled a facility use
17 contract based on the religious viewpoint of the speaker chosen for the event.

18 6. A declaration that WESTERN JUSTICE CENTER acted with malice,
19 oppression, and wanton and intentional disregard for the law when it cancelled the
20 facility use contract PASADENA REPUBLICAN CLUB based on the RELIGIOUS
21 viewpoint and beliefs of the speaker chosen for the event.

1 7. An injunction prohibiting the CITY OF PASADENA from allowing
2 WESTERN JUSTICE CENTER to decide which organizations may or may not hold
3 events at City-owned property leased to the WESTERN JUSTICE CENTER by the
4 CITY OF PASADENA for public purposes.

5 8. An injunction prohibiting the WESTERN JUSTICE CENTER or any of its
6 agents from discriminating against organizations in the use of city-owned facilities
7 based on the viewpoint of the speaker or the religious viewpoint or affiliation of the
8 speaker.

9 9. An injunction prohibiting the CITY OF PASADENA or any of its agents
10 from discriminating against organizations in the use of city facilities based on the
11 viewpoint of the speaker or the religious viewpoint or affiliation of the speaker.

12 10. For damages according to proof, including damages for emotional distress
13 suffered by members of the PASADENA REPUBLICAN CLUB.

14 11. For punitive damages against WESTERN JUSTICE CENTER for action
15 with malice, oppression, and wanton disregard for the law in engaging political
16 viewpoint and religious belief discrimination.

17 12. For costs of suit including attorneys' fees.

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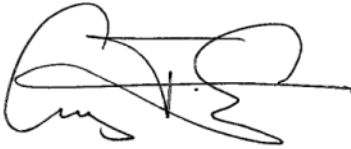
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13. For such other relief as is just and proper.

DATED: November 28, 2018

ANTHONY T. CASO



By ANTHONY T. CASO
Attorney for Plaintiff

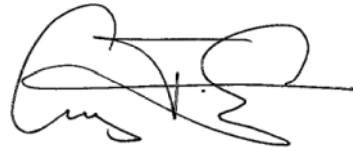
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JURY TRIAL DEMAND

Plaintiff demands a trial by jury on all of the issues triable by jury in this complaint.

DATED: November 28, 2018

ANTHONY T. CASO



By ANTHONY T. CASO
Attorney for Plaintiff