

IN THE COURT OF COMMON PLEAS
CUYAHOGA COUNTY

WCSB

c/o Speech Law, LLC
4403 Saint Clair Ave, Suite 400
Cleveland, OH 44103-1125

and

FRIENDS OF XCSB

c/o Speech Law, LLC
4403 Saint Clair Ave, Suite 400
Cleveland, OH 44103-1125

and

ALLISON BOMGARDNER

c/o Speech Law, LLC
4403 Saint Clair Ave, Suite 400
Cleveland, OH 44103-1125

Plaintiffs,

v.

Case No.:

LAURA BLOOMBERG

2121 Euclid Avenue
Cleveland, OH 44115

and

CLEVELAND STATE UNIVERSITY

2121 Euclid Avenue
Cleveland, OH 44115

and

**CLEVELAND STATE UNIVERSITY BOARD
OF TRUSTEES**

2121 Euclid Avenue
Cleveland, OH 44115

Defendants.

COMPLAINT (JURY DEMAND ENDORSED HEREON)

This is an action in mandamus to vindicate Plaintiff's right to free speech and open government.

PARTIES

1. Plaintiff WCSB is a non-profit organization established in the 1970s to promote independent broadcasting in Cleveland.
2. Plaintiff Friends of XCSB is a non-profit organization founded in 2025 to promote and protect independent broadcasting in Cleveland.
3. Plaintiff Allison Bomgardner is a citizen of Ohio, a student at Cleveland State University, the general manager of WCSB, and a member of the Friends of XCSB Steering Committee.
4. Defendant Laura Bloomberg is the president of Cleveland State University. She is sued in her individual and official capacity.
5. Defendant Cleveland State University is a public university organized under Ohio Rev. Code § 3344.01.
6. Defendant Cleveland State University Board of Trustees is the public body responsible for the creation, maintenance, and operation of Cleveland State University.
7. As state actors, Defendants are obligated to both honor and defend Plaintiffs' right to free speech under the First Amendment.
8. As a public body, Defendant Cleveland State University Board of Trustees is obligated to take official action and to conduct all deliberations upon official business only in open meetings unless the subject matter is specifically excepted by law
9. As a person or public office responsible for the public records they hold, Defendants are obligated to promptly prepare those records and make them available for inspection and copying upon request.

JURISDICTION & VENUE

10. This Court has jurisdiction under Article IV, Section 4 of the Ohio Constitution and Ohio Rev. Code § 2305.01.
11. This Court has personal jurisdiction over all Defendants, who reside in or conduct business in Cuyahoga County, under Ohio Rev. Code § 2307.382(1), (2), (3), (6), (7), and (8).
12. Venue is appropriate in this Court under Civ. R. 3(C)(3), (6) and (7).

FACTS

13. The history of WCSB goes back more than half a century, to its early days playing underground and alternative music in 1973, piped from its studios via coaxial cable into the University's cafeteria and dorms.
14. Three years later, WCSB and its students graduated to the airwaves, broadcasting at 89.3 FM—first across the City, and eventually across Greater Cleveland.
15. While many other colleges had radio stations staffed by university employees with space for students to assist, *The Cauldron* noted the historic nature of the arrangement at WCSB: “The first broadcast will start the station off as the first totally student-operated radio station on a state-supported campus.”
16. Over the next five decades, the students of Cleveland State University have continued to operate the station, offering an independent alternative to commercial radio.
17. The organization has provided an invaluable community for its students, volunteers, and listeners. While corporate broadcasting has consolidated and monopolized the market, WCSB has continued to provide an oasis of independent music and thought, offering smaller artists and programmers a platform from which to launch their careers with original programming unavailable anywhere else.

18. Since it organized, WCSB has also established a formally recognized student organization at the University, led by a student general manager and student executive staff.
19. WCSB holds regular fundraisers—on-air and with live events—collecting money to continue its operations. Members routinely dip into their own pockets to purchase supplies, tools, equipment, and music to keep WCSB running smoothly.
20. WCSB members and volunteers have brought thousands of dollars in equipment, supplies, and music into the station to keep it running.
21. While they have historically been collaborative and mutually beneficial, relations between the radio station and the University have grown more strained in recent years.
22. Especially in 2025, WCSB members began to protest against problems with University operations.
23. That included an inability to access WCSB's funds, which were being held by the University's Center for Campus Engagement; lack of transparency about administrative decision to manage the Center; and University plans to redistribute student-leadership scholarships promised to and budgeted for WCSB.
24. WCSB spent months attempting to coax the university to address its problems, but got nowhere. The University eventually cut off communications with WCSB and stopped paying WCSB employees for their work, disrupting its normal day-to-day operations.
25. Over time, WCSB members began taking their protests on air, discussing their grievances and criticizing University leadership for its failures.

26. They then began to engage in more organized protests, repeatedly meeting in the quad and handing out pamphlets criticizing the University's actions through its Center for Campus Engagement.

Defendant Bloomberg hatches a plan to silence WCSB

27. Over time, Defendant Bloomberg and the University grew weary of the independent voices at WCSB, their nonconformist attitudes, their complaints about university operations, and their protests against University policy.

28. At some unknown point as those protests were ramping up, Defendants began secret deliberations and discussions to sandbag WCSB with a plan to shut it down, take over the signal and transfer it to another broadcaster.

29. They eventually reached an agreement that called for the University to transfer WCSB's license to Ideastream, leaving WCSB with no way to continue broadcasting its message.

30. That transfer would happen via "flash cut"—a sudden and instantaneous cut away from WCSB and toward Ideastream, allowing Bloomberg to shut down WCSB broadcasting before its students could find out or take any action.

31. Bloomberg had arranged to ensure that once the flash-cut occurred, no one could use WCSB's airwaves to criticize her again. Under the secret agreement, Bloomberg required Ideastream:

- a. to give her and the University "ultimate authority" over programming;
- b. to agree to a specific set of content-based limitations on its programming;
- c. to allow her and the University to "preempt" any Ideastream programming they found objectionable; and
- d. to allow her and the University to reject any Ideastream programming that they considered "detrimental" to the image of Cleveland State University.

32. At no point in these negotiations did Bloomberg notify WCSB, its staff or its volunteers that she was considering shutting them down.

Dr. Bloomberg seizes the airwaves

33. On October 3, 2025, Bloomberg and the Board of Trustees met to discuss the agreement, again in secret.
34. After returning from a closed-door session, the Board called a vote on a resolution to approve the agreement with Ideastream.
35. Besides giving Bloomberg authority to dictate the content of Ideastream's programming, the agreement called for the University to give away control of the airwaves, while Ideastream would give Bloomberg a seat on its Board of Trustees.
36. The agreement also included a pittance for the students: Ideastream would "prioritize" some unspecified number of internships for some unspecified number of students at some unspecified time in the future.
37. Immediately after the meeting adjourned, Bloomberg summoned Ms. Bomgardner into a meeting on Zoom.
38. Ms. Bomgardner dropped an Arnold Schoenberg record on the turntable and left her listeners to its tense and deliberately disorienting soundscape while she stepped away from the control board and signed into the meeting.
39. Bloomberg joined the meeting and promptly announced that the University had sold its students out and taken away their forum for speech and expression.
40. Bomgardner began to object, but Bloomberg cut her off and ended the meeting, saying she had no time for questions.

41. By the time Ms. Bomgardner returned to the mic, WCSB had already been silenced, Ideastream had already taken over her airtime, and the bland tones of smooth jazz were droning from her live feed.
42. She soon discovered the University had also found a way to shut down the WCSB website, which she had paid for herself, forcing WCSB members to go out of pocket to set up an entirely new website.
43. Immediately after that meeting, Dr. Bloomberg made a broader announcement to students that it was shutting down WCSB.
44. When one member of WCSB's executive staff objected and criticized the decision, Dr. Bloomberg ejected her from the meeting.
45. Soon after, Dr. Bloomberg called the police on her students, who had not committed any crime or violated any campus rules.
46. On her orders, campus police forced the students out of their space, banned them from returning, and threatened them with arrest if they did not comply.
47. Since then, WCSB students and volunteers have been unable to access their meeting space, collect their belongings, or return to the air.
48. To this day, the University continues to wrongly exercise control over WCSB members' property in the studio, including:
 - a. furniture, tools, supplies, and equipment they had purchased themselves and brought in to help with their work;
 - b. personal collections of music to play on the air, including an irreplaceable and culturally significant collection of thousands of Hungarian records that made possible WCSB's beloved "Hungarian Hour";

- c. food;
- d. clothing; and
- e. vintage comic books, posters and other media.

49. Meanwhile, the full agreement between the University and Ideastream has not come to full fruition.

50. While Dr Ideastream has access to WCSB's frequency, and Dr. Bloomberg a seat on the Ideastream board, the internships and opportunities for students that Ideastream promised to prioritize are nowhere to be seen.

51. As of this filing, WCSB has not heard a word from Ideastream inviting its students to internships or suggesting it has any intention of fulfilling that portion of its agreement.

WCSB investigates, Bloomberg stonewalls

52. Grieving the loss of their voice, their space, and their community, WCSB and its members sought to make sense of how the University had pulled the rug out from under them.

53. To that end, many of its students and volunteers submitted requests for public records to the University, asking for access to records reflecting its agreement with Ideastream and the transfer of the broadcast license.

54. The University has refused to provide access to those records.

55. Students have also sought access to public records from Ideastream, but Ideastream has refused them access.

56. As a direct and proximate result of Defendants' actions, Plaintiffs have suffered and continue to suffer economic and non-economic damages for which Defendants are liable.

57. Defendants acted willfully, egregiously, maliciously, in bad faith, and in a wanton or reckless manner.

58. Defendants took adverse actions against Plaintiffs to retaliate against them for exercising their rights under the First Amendment and state law, they fabricated factual bases for taking those actions, they knew that doing so was unlawful, they knew that doing so was likely to injure Plaintiffs, and they did so in hopes of silencing Plaintiffs.
59. Defendants' conduct is worthy of substantial sanction to punish and deter them and others from engaging in this type of unlawful conduct.

CLAIM 1
CIVIL ACTION FOR DEPRIVATION OF RIGHTS: 42 U.S.C. § 1983

60. Plaintiffs re-incorporate all the preceding allegations.
61. At all times relevant to the Complaint, Plaintiffs were exercising their clearly established rights under the First Amendment, including their right to free speech, their right to freedom of the press, their right to assemble, and their right to petition the government for redress of grievances.
62. Defendants sought to interfere with and impose sanctions for Plaintiffs' exercise of those rights by shutting down their access to the airwaves, shutting down their website, and confiscating their property.
63. These actions injured Plaintiffs by restraining, preventing, and impairing the exercise of their rights.
64. Actions such as those taken against Plaintiffs are likely to chill a person of ordinary firmness from continuing to exercise those rights.

CLAIM 2
CONSPIRACY TO INTERFERE WITH CIVIL RIGHTS—42 U.S.C. § 1985(3)

65. Plaintiffs re-incorporate all the preceding allegations.

66. Defendants conspired among themselves and others—including Ideastream and its employees—for the purpose of depriving Plaintiffs of the equal protection of the law as they exercised their constitutional and statutory rights.
67. Defendants' purpose in this conspiracy was to deprive Plaintiffs of equal privileges and immunities of the law, and to prevent or hinder authorities from securing to all persons the equal protection of the rights Plaintiffs sought to exercise.
68. In reaching their agreement, Defendants were motivated by a discriminatory animus against Plaintiffs, targeting they because of the content of their speech and opposition Defendants' actions.

CLAIM 3 **INTERFERENCE WITH CIVIL RIGHTS**

69. Plaintiffs re-incorporate all the preceding allegations.
70. The First Amendment protects free exercise of religion, freedom of speech, freedom of press, and the right to petition the government for redress of grievances. Article I, Section 11 of the Ohio Constitution protects Plaintiffs from retaliation based on the exercise of their right to “freely speak, write, and publish [their] sentiments on all subjects.”
71. The Fourteenth Amendment protects the right to equal protection of the laws.
72. Under Ohio Rev. Code § 2921.45, “[n]o public servant, under color of the public servant’s office, employment, or authority, shall knowingly deprive, or conspire or attempt to deprive any person of a constitutional or statutory right.” Under Ohio Rev. Code § 2307.60, any person injured by such a criminal act may recover full damages in a civil action.
73. Defendants, under color of their office, employment, or authority, knowingly deprived Plaintiffs of their constitutional and statutory rights.

CLAIM 4
CONVERSION

74. Plaintiffs re-incorporate all the preceding allegations.
75. Defendants wrongfully took control of Plaintiffs' property by locking them out of the station, seizing their property, and refusing to return it.
76. Plaintiffs demanded the return of the property.
77. As of this filing, Defendants continue to exert control over Plaintiffs' property.
78. Plaintiffs were injured by the lost use of their property.

CLAIM 5
VIOLATION OF CIVIL RIGHTS UNDER THE OPEN MEETINGS ACT:
OHIO REV. CODE § 121.22

79. Plaintiffs re-incorporate all the preceding allegations.
80. Defendant Cleveland State University Board of Trustees is a public body as defined under Ohio Rev. Code § 121.22.
81. The decisions to dissolve the General Fund Advisory Committee, shut down WCSB, lock out its members, seize their property, and transfer their broadcast license constituted official business and official actions within the meaning of Ohio Rev. Code § 121.22.
82. Defendants were therefore required to conduct deliberate on that business and take those actions in open meetings unless their subject matter is specifically excepted by law.
83. None of those subjects are specifically excepted by law.
84. In failing to conduct those deliberations and take those actions in open meetings, Defendants deprived Plaintiffs of their rights under the First Amendment, the Ohio Constitution, and Ohio Rev. Code § 121.22.

CLAIM 6
VIOLATION OF CIVIL RIGHTS UNDER THE OHIO PUBLIC RECORDS ACT:
OHIO REV. CODE § 149.43

85. Plaintiffs re-incorporate all the preceding allegations.
86. The Ohio Public Records Act, Ohio Rev. Code § 149.43, imposes a variety of requirements on public offices and persons responsible for public records, regulating their recordkeeping practices, their responses to requests for access to records, and their delivery of records responsive to those requests.
87. In failing to fulfill Plaintiffs' requests, Respondents have violated all their obligations under the Act and interfered with its rights under the the First Amendment, the Ohio Constitution, and Ohio Rev. Code § 149.43.

PRAYER FOR RELIEF

Plaintiffs therefore request that the Court:

- A. Issue a peremptory writ of mandamus requiring that Defendants:
 1. promptly prepare all public records responsive to requests and make them available for inspection at all reasonable times during regular business hours;
 2. make copies of requested public records available to requesters at cost and within a reasonable period of time;
 3. make available all of the information within requested public records that is not exempt;
 4. notify requesters of any redactions or make them plainly visible;
 5. organize and maintain public records in a manner that they can be made available for inspection or copying;
 6. make available a copy of its current records retention schedule at a location readily available to the public;
 7. provide requesters with an opportunity to revise their requests by informing them of the manner in which records are maintained and accessed in the ordinary course of Defendants' duties;
 8. provide requesters with a written explanation, including legal authority, setting forth why their requests are denied;

9. no longer limit or condition the availability of public records by requiring disclosure of the requester's identity or the intended use of requested public records;
10. permit requesters to choose to have public records duplicated upon paper, upon the same medium upon which Defendants keep it, or upon any other medium upon which Defendants determine it reasonably can be duplicated as an integral part of Defendants' normal operations;
11. transmit copies of public records within a reasonable period of time after receiving requests for copies; and
12. comply with their policy and procedures for transmitting records in performing their duties under Ohio Rev. Code § 149.43.

B. Enter an order invalidating the agreement between Defendants and Ideastream;

C. Issue an injunction compelling Defendants to comply with their obligations under Ohio Rev. Code § 121.22;

D. Order Defendants to pay a forfeiture under Ohio Rev. Code §§ 121.22 or 149.351.

E. Order Defendants to restore Plaintiffs' access to their meeting space, broadcast signal, and personal property;

F. Award damages;

G. Award attorneys' fees;

H. Award costs; and

I. Order any other relief available under Ohio Rev. Code §§ 149.43 or Chapter 2731, and any other relief as is appropriate.

JURY DEMAND

Plaintiffs demand a trial by jury on all issues within this complaint.

Respectfully submitted,

/s/Brian D. Bardwell

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