

1 whom the school releases custody of students; (2) permit LifeWise to participate in the District’s
2 community resource fairs and to display printed flyers on an online forum and in District lobbies
3 where secular organizations are allowed to do so, including flyers that depict persons engaged in
4 religious activities such as prayer; (3) permit Emerson Elementary School students to be released
5 for LifeWise programs under a parental permission slip policy less onerous than what is currently
6 in place; and (4) refrain from requiring that Ms. Sweeny’s children keep religious instructional
7 materials sealed upon returning from religious instruction. For the reasons set forth below, the
8 Court grants the motion in part and denies it in part.

9 I. BACKGROUND

10 A. LifeWise Provides Religious Instruction to Everett Public School Students

11 LifeWise is a nonprofit corporation with chapters in over 400 school districts nationwide,
12 offering religious instruction to public school students. Dkt. No. 5-3 at 1–3. Each program follows
13 the same general model: with parents’ permission, LifeWise staff members check students out of
14 school during the school day when non-mandatory instruction is occurring and transport them
15 offsite for religious instruction. *Id.* at 2. LifeWise lessons emphasize “(1) knowing what the Bible
16 says, (2) examining how a Biblical passage ties into the larger story of the Gospel, and
17 (3) exploring practical ways that students can live out the changed character the Gospel produces.”
18 *Id.* at 2–3. The lessons include “biblical literacy and character development,” including “lessons
19 in virtues like courage, honesty, kindness, and forgiveness.” Dkt. 5-1 at 1–2.

20 In January 2025, LifeWise began providing programming—including Bible-based
21 lessons—to students of Emerson Elementary School in the Everett Public School District. *Id.* at 1.
22 LifeWise provides off-site, religious instruction to Emerson students “on two different days per
23 week, with each day dedicated to a different age group.” Dkt. No. 23 at 5. This programming is
24 known as “release time religious instruction” (or “RTRI”). Dkt. No. 5-1 at 2. LifeWise also

1 distributes Bibles to students that contain its own “unique teaching and editorial material” and
2 “recap cards” to underscore and summarize the day’s lessons. Dkt. No. 5-3 at 3–4, 7.

3 At the time this motion was filed, “more than sixty children from over forty families at
4 Emerson Elementary participate[d] in LifeWise’s programming.” Dkt. No. 5-1 at 2. LifeWise does
5 not use school resources or property for its weekly lessons. *Id.* Instead, LifeWise staff members
6 pick up students from Emerson in a LifeWise-owned bus and transport them to and from a nearby
7 church, where instruction occurs. *Id.* LifeWise ensures that all of its staff and volunteers pass
8 “comprehensive background checks.” *Id.* at 3.

9 **B. The Permission Slip Process**

10 “LifeWise is not a District-sponsored club or program,” and the District does not contract
11 or partner with LifeWise. Dkt. No. 23 at 2. The District requires that a parent or guardian give
12 permission for a student to leave campus during the school day for LifeWise instruction. *Id.* at 2.
13 “[T]he school’s responsibility is to release the student to only an authorized adult, and not to a
14 specific organization.” *Id.* at 5. Students seeking to attend LifeWise instruction proceed to the
15 Emerson front office, and the school permits their release to LifeWise only if the District has
16 received conforming permission. Dkt. No. 34-1 at 3.

17 The requirements for permission have evolved over time. When LifeWise began working
18 with Emerson students, the District “allowed a LifeWise representative . . . to collect permission
19 slips from each participating parent and deliver them all at once to the attendance email on the
20 parents’ behalf.” *Id.* at 4. “The District also initially allowed each permission slip to authorize
21 release of students to up to four designated individuals rather than require identification of a single
22 individual who will be signing the student out of school.” *Id.*; *see also* Dkt. No. 5-1 at 18.

23 In August 2025, Darcie Hammer, the Program Director of the Everett chapter of LifeWise,
24 met with the Principal of Emerson and an Everett School District regional superintendent about

1 the permission slip process for the 2025–26 school year. Dkt. No. 5-1 at 8. Ms. Hammer “proposed
2 a sample permission slip release form that parents could fill out to authorize their students to
3 participate in LifeWise for the entire semester.” *Id.* The proposed form acknowledged that the
4 school “is not responsible for [the] students’ transportation to or from the offsite course,” the
5 student “is not under the care of the Everett Public Schools” during release time, the release time
6 instruction “is not a district sponsored activity,” and the “district has no legal relationship with the
7 sponsoring non-profit organization.” *Id.* at 8–9; *see also id.* at 33. The proposed form also
8 identified the names of five specific individuals who could receive custody of the students for the
9 release time instruction and identified the specific dates on which the students could attend
10 LifeWise. *Id.* at 33.

11 Following a September 9, 2025 school board meeting, the District imposed new attendance
12 and check-in/check-out guidelines for LifeWise (the Release Time for Religious Instruction, or
13 “RTRI Guidelines”).” *Id.* at 9. The new RTRI Guidelines provided “guidelines for the release of a
14 student for religious-related activities or instruction[.]” *Id.* at 36. The Guidelines state that
15 “[p]arents and guardians have the right to choose to seek the release of their students during the
16 school day for religious-related activities or instruction that occurs off school property for part of
17 the school day pursuant to District Policy 2340 and Procedure 2340P.” *Id.* The Guidelines require
18 that “[a]ll requests for release of a student for any reason must come directly from the
19 parent/guardian to the school” and not from an organization. *Id.* Release requests “must be done
20 through either a written note or an email at each of those occurrences” and must include the
21 student’s name, the date and time of release, and “[t]he name of the adult who will pick up the
22 student.” *Id.* The section of the policy addressing frequently asked questions confirms that a
23 request for release “need[s] to be made for each instance separately”—that is, “for each week”—
24 and designate “release to a single person.” *Id.* at 38.

1 LifeWise states that parents can sign their children up for programming with other third-
2 party organizations “like ‘Strategic Kids’ (a STEM-education organization that operates a LEGO
3 Club after school) and the Boys & Girls Club, which offers childcare before and after school”
4 simply “by filling out a single set of release paperwork at the beginning of the school year (or at
5 the beginning of that organization’s programming for the year).” Dkt. No. 5-1 at 10; *see also* Dkt.
6 No. 34-1 at 4.

7 At a meeting on September 18, 2025, the District rejected LifeWise’s proposals for
8 semester-long or multiple-absence permission slips, confirmed that LifeWise could not collect
9 permission slips from parents, and confirmed that parents could not designate multiple “pick-up
10 persons” on the permission slips. Dkt. No. 5-1 at 11–12. An email exchange among Ms. Hammer,
11 Ms. Sweeny, the Principal of Emerson, and the regional superintendent ensued over the following
12 days, and the regional superintendent clarified that “parents/guardians [must] send the request” for
13 release to a LifeWise session “within a week of the requested release date.” *Id.* at 12, 43. The
14 regional superintendent also stated,

15 [S]ince we are releasing the students directly to a non-parent and the
16 parents/guardians can provide permission for the release of the student as late as
17 the morning of the release, they should be able to identify the specific person who
18 will pick up the student; this streamlines things for the attendance secretary so they
19 don’t have to check each permission slip to make sure they contain all possible
20 people to pick up the student that day.

21 *Id.* at 41. She added that “schools are required to confirm that the person seeking release is the
22 parent/guardian and that the same person has the authority to make educational decisions for the
23 student,” so the school must receive the permission slip from a student’s parent/guardian in person
24 or by email, or from a student (with the parent’s phone number on the note so the District “can
verify the authenticity of the permission”). *Id.*

1 LifeWise states that requiring designation of a specific adult for pick up each time has been
2 onerous for families and LifeWise alike. If the planned-for pick up designee is unavailable for a
3 last-minute reason, such as an illness, parents have to provide a new permission slip, but submitting
4 last minute permission slips is challenging for parents due to busy work schedules, the “hustle and
5 bustle of getting kids out the door in the morning,” and the language barriers for the many families
6 for whom English is a second language. *Id.* at 10. Although LifeWise sends weekly text messages
7 to parents to remind them to submit their permission slips, the reminders are often ineffective for
8 “the many families who do not speak English[.]” Dkt. No. 34-1 at 4. Despite the reminders from
9 LifeWise, “there have been many instances when students arrive at the front office expecting to
10 attend LifeWise instruction, only to be told by Emerson staff that they cannot because their parents
11 either submitted a non-conforming permission slip or no permission slip for that week.” *Id.* at 4–
12 5. Ms. Hammer states that she is “aware of more than fifteen instances, over nearly a dozen
13 occasions, where students were unable to attend LifeWise due to the District’s new permission slip
14 policy,” and “[a]lmost every week there is at least one student whose attendance is impacted by
15 the permission slip process.” Dkt. No. 29 at 3–5 (providing examples). In addition, one parent has
16 been told on three separate occasions that the District did not receive her emailed permission
17 slips—even though she had submitted them—undermining her confidence in the reliability of the
18 email system. Dkt. No. 34-1 at 6.

19 The permission slip mishaps also challenge LifeWise’s ability to anticipate and plan for
20 the number of students attending on a given day. Dkt. No. 5-1 at 9–10. Without timely permission
21 slips, it cannot coordinate in advance the number of buses to send to the school, or the quantity of
22 lunches and supplies to provide for attendees. *Id.*; *see also id.* at 10 (“We must therefore prepare
23 as though we had full attendance each day, which often means we are spending time and resources
24 we would not have to do if we had an accurate advance headcount.”).

1 The District states that requiring weekly permission slips “more closely aligns with the
2 District’s standard practices for the release of a student during the school day.” Dkt. No. 23 at 6.
3 According to the District, requiring the permission slips to identify the adult to whom release is
4 authorized, and requiring permission no later than the morning of the scheduled release, “closely
5 aligns with the permission process applicable any time a student is required to leave school during
6 the school day with an adult other than the parent or guardian” and is “not exclusive to LifeWise.”
7 *Id.* The District “follow[s] this process to ensure the safety of the students over whom the school
8 is acting *in loco parentis* (in the place of the parents) while they are at school.” *Id.*

9 **C. The School Resource Fair**

10 LifeWise and the District also disagreed about LifeWise’s participation in Emerson’s
11 annual Community Resource Fair in May 2025. The fair “is a District-sponsored event organized
12 by the Family Engagement Team for the purpose of providing access to resources such as legal,
13 health, mental health, special education services, immunizations, and services provided through
14 the Washington State Department of Social Health Services to families of vulnerable students.”
15 Dkt. No. 22 at 3. “[T]here is no official process, open to the public, by which an organization may
16 submit a request to host a table at the Community Resource Fair.” *Id.* “Instead, organizations are
17 invited to attend because of their existing relationships with the Family Engagement Team and the
18 services that their organizations provide to families that align with the purpose of the family
19 engagement team.” *Id.* The fair takes place outside school hours, and off school grounds, in the
20 District’s Community Resource Center during evening hours. Dkt. No. 29 at 5.

21 In 2025, resource fair participants included Goodwill Industries, Childcare Aware, the
22 Boys and Girls Club of Snohomish County, Bikers Against Child Abuse, Domestic Violence
23 Services Snohomish County, the Care-a-Van mobile health clinic, Black Seed Farms, and “other
24 organizations that provide legal services, health, education, and other community services.” Dkt.

1 No. 5-1 at 13. The District denied LifeWise’s April 24, 2025 request to have a booth at the fair
2 because the District “do[es] not allow religious-based organizations of any type to participate in
3 school-sponsored events.” *Id.*; *see also id.* at 47. The District cited District Policy 2340P, but
4 LifeWise contends that the policy “permit[s] religious organizations to use District facilities, so
5 long as such use does not interfere with educational activities.” *Id.* at 13 (citing generally *id.* at 50–
6 52). LifeWise seeks to participate in the May 2026 fair. *See id.* at 14.

7 As applicable here, District Policy 2340P states that “[r]eligious services, programs or
8 assemblies shall not be conducted in school facilities during school hours or in connection with
9 any school sponsored or school related activity,” and “[s]peakers and/or programs that convey a
10 religious or devotional message are prohibited.” *Id.* at 51. Policy 2340P also states that “[s]chool
11 resources, including facilities [and] real property, . . . may be used by religious groups . . . only in
12 accordance with procedures developed by the superintendent or designee” and “[s]uch use must
13 be outside of school hours or when allowable use will not interfere with the school program in
14 compliance with Board Policy 4333 – Non-School Use of Buildings, Grounds and Equipment.”
15 *Id.* at 50. In turn, Policy 4333, which the parties did not file, provides: “The public investment in
16 school facilities and the general welfare of the community provide strong justification for the use
17 of school buildings and grounds by community groups for cultural, civic, and recreational
18 purposes.” <https://docushare.everett.k12.wa.us/docushare/dsweb/Get/Document-1103/4333.pdf>
19 (last visited April 23, 2026).

20 **D. Flyers Distributed Electronically and in Paper**

21 Throughout the spring of 2025, LifeWise displayed its paper flyers in the lobby at Emerson.
22 Dkt. No. 5-1 at 14. The District also permits organizations to distribute electronic flyers through
23 an email application called Peachjar. *Id.* Users can send “information directly to families via
24

1 email,” as long as they obtain District permission to send an eflyer through the application. *Id.* at
2 54.

3 On June 13, 2025, Blythe Young, the Principal at Emerson, told Ms. Sweeny that LifeWise
4 flyers would no longer be allowed in the lobby. *Id.* at 14–15. Principal Young explained that
5 pursuant to Policy 2340P, “[s]chool resources . . . may be used by religious groups . . . outside of
6 school hours or when allowable use will not interfere with the school program in compliance with
7 Board Policy 4333,” and “[m]aterial and/or announcements promoting religion may not be
8 distributed by non-students or on behalf of groups or individuals who are not students.” *Id.* at 57.
9 The District’s RTRI Guidelines similarly provide that students may “distribute materials, including
10 religious materials, before and after school,” but non-students “are prohibited from distributing
11 materials on campus, and students are not allowed to distribute materials on behalf of groups or
12 individuals who are not students.” *Id.* at 38. The District’s Distribution of Materials policy echoes
13 this: students are permitted to distribute “student publications or other materials on school premises
14 in accordance with procedures developed by the superintendent,” but “[p]ersons other than
15 students may not distribute materials on school grounds.” Dkt. No. 22-1 at 29. In addition, Board
16 Policy 3222 states that “[m]aterials may be distributed before or after the school day at points of
17 entry/exit of school buildings” with permission of the school principal, provided that the
18 distribution of materials by students “shall not cause a substantial disruption of school activities
19 or materially interfere with school operations.” Dkt. No. 23 at 3; *see also* Dkt. No. 22-1 at 29, 31.
20 “Under this Policy, a student may distribute religious literature under the same conditions that
21 other literature may be distributed on the campus provided it does not intrude on the operation of
22 the school.” Dkt. No. 23 at 3.

23 The written guidelines for use of Peachjar state that because some families lack internet
24 access, organizations should provide the school with printed copies of Peachjar flyers. Dkt. No. 5-

1 1 at 54. Ms. Hammer states that LifeWise provided written copies of its Peachjar flyers in the
2 Emerson lobby to comply with that policy. Dkt. No. 29 at 5. Ms. Hammer has observed hard copy
3 flyers for “Millenia Ministries,” which is “a religious organization that offers assistance to low-
4 income families in the district” whose “Facebook page describes the organization as a ‘Faith-based
5 nonprofit.’” *Id.* Meanwhile, the District recommends Millenia Ministries, “as well as other
6 religious organizations like Catholic Community Services, Everett Gospel Mission, the Salvation
7 Army, and Westgate Chapel, as among its ‘Community Resources’ for at-risk youth[.]” *Id.* at 7;
8 *see also* Dkt. No. 29-4 at 2–3.

9 LifeWise submitted an electronic flyer for distribution in the fall semester through
10 Peachjar. Dkt. No. 5-1 at 15. On October 22, 2025, the District rejected LifeWise’s proposed flyer
11 and required “a few changes” before it was distributed via Peachjar, including “[r]eplac[ing] the
12 photo of the boy praying,” which the District said “could be viewed as proselytizing.” *Id.* at 15,
13 59. According to the District, LifeWise flyers were approved for distribution “after LifeWise
14 complied with requested revisions consistent with Peach Jar guidelines and District policies.” Dkt.
15 No. 22 at 4.

16 **E. LifeWise Materials Prohibited from Classrooms**

17 When students began attending LifeWise during the school day, Principal Young received
18 some complaints. On December 18, 2025, she received an email from a parent expressing concern
19 that her daughter received a paper in her classroom containing a QR code, along with a handwritten
20 note from a classmate encouraging her to attend LifeWise. Dkt. No. 23 at 4. The parent also stated
21 that LifeWise participants received “bags of candy.” *Id.*¹ The same parent also expressed concern
22 that in the same conversation her daughter had with the classmate, “the classmate responded to the
23

24 ¹ LifeWise denies giving “bags of candy” to students, stating that although it gives small treats to students on limited occasions, it prohibits them from bringing the treats back to school. Dkt. No. 29 at 2.

1 daughter’s comment that her mom does not believe in God with, ‘you don’t have to believe what
2 your mom believes.’” *Id.* The parent stated that she is uncomfortable “with [her] six-year-old being
3 encouraged to attend a religious program during the school day through peer pressure, incentives
4 such as candy, and messaging that appears to undermine family beliefs.” *Id.*; *see also* Dkt. No. 23-
5 1 at 2–3. In addition, teachers have discussed concerns with Principal Young about “instances of
6 students attempting to provide [LifeWise] items to other students during the school day,” which
7 has “led to multiple disruptions in the classroom.” Dkt. No. 23 at 4. LifeWise disputes that students
8 have been disruptive after returning to class, or that the District has ever notified LifeWise of
9 disruptions. Dkt. No. 29 at 3.

10 Still, “[a]s a result of these concerns, Emerson Elementary began requiring students
11 returning from LifeWise to keep any items they received [during RTRI] in a sealed envelope in
12 their backpacks during the school day.” Dkt. No. 23 at 5. The District states that this requirement
13 is consistent “with the same rules applied to students distributing any type of materials, candy or
14 other items, in the classroom from any organizations, religious or secular, or for toys that may also
15 cause disruption in the classroom.” *Id.* (“Emerson Elementary has a history, and a current practice,
16 of sending multiple reminders to families asking that students not bring toys or other items to
17 school to avoid disruptions.”).

18 The District’s RTRI Guidelines state that “[s]tudents may not return to their classrooms
19 with handouts or other items from the religious organization.” Dkt. No. 5-1 at 37. Instead, any
20 “religious materials” must be “sealed in an envelope and placed directly into the student’s
21 backpack immediately upon their return to school.” *Id.* These guidelines apply to the materials
22 LifeWise provides students, which include its Bibles and recap cards. *Id.* at 11. During this school
23 year, “because of the burden the District’s policy has placed on LifeWise and its students,
24 [LifeWise] ha[s] yet to hand out any recap cards” even though it would normally “distribute recap

1 cards to students after each weekly class.” Dkt. No. 34-1 at 8. LifeWise contends that the RTRI
2 Guidelines prohibit students from “reading their LifeWise Bibles and recap cards during the school
3 day, either during free reading periods or non-instructional time.” *Id.* According to Ms. Sweeny,
4 the requirement that students’ Bibles remain in their backpacks teaches them that “they must hide
5 their faith when in a public setting” and prohibits them from reading their Bible while at school.
6 *Id.* at 8–9. The District responds that according to the best of Principal Young’s knowledge, “no
7 teacher in the school has taken action that would prevent a student from independently choosing
8 to read religious materials during non-instructional time.” Dkt. No. 23 at 5.

9 **F. Plaintiffs File Suit**

10 LifeWise and Ms. Sweeny filed their complaint in this Court on December 18, 2025 against
11 the District and its Superintendent, Dr. Ian Saltzman. Dkt. No. 1. Count I is a claim against the
12 District under 42 U.S.C. § 1983 and 28 U.S.C. § 2201 alleging that the District’s policy of
13 excluding LifeWise from limited public forums, including the community resource fair and—for
14 the distribution of flyers—Emerson’s lobby and the Peachjar platform, violates the First
15 Amendment Free Speech Clause, both facially and as applied to LifeWise. *Id.* at 24–27. Count II
16 is a claim against Dr. Saltzman under 42 U.S.C. § 1983 and 28 U.S.C. § 2201 alleging that his
17 application of the District’s policies to LifeWise violates the First Amendment Free Speech
18 Clause. *Id.* at 27–31. Count III is a claim against all Defendants under 42 U.S.C. § 1983 and 28
19 U.S.C. § 2201 alleging that the new RTRI guidelines that the District adopted in September 2025
20 violate the First Amendment Free Exercise Clause, both facially and as applied to LifeWise. *Id.* at
21 31–33. Count IV is a claim by Sweeny against all Defendants under 42 U.S.C. § 1983 and 28
22 U.S.C. § 2201 alleging that the new RTRI guidelines that the District adopted in September 2025
23 violate her “First Amendment Parental Free Exercise” rights. *Id.* at 33–35.

1 On December 18, 2025, Plaintiffs filed this motion for a preliminary injunction on all four
2 counts. Dkt. No. 5. After briefing was complete, Plaintiffs filed a praecipe to correct the Sweeny
3 declaration. Dkt. No. 34. The Court allowed Defendants to file a supplemental response, Dkt. No.
4 35, and Defendants did so, Dkt. No. 37. The Court also directed the parties to indicate “whether
5 they believe[d] an evidentiary hearing is necessary” on the motion. Dkt. No. 32. In response, the
6 parties “agree[d] that the motion may be resolved on the papers and evidence submitted with the
7 papers” without an evidentiary hearing. Dkt. No. 36 at 1.

8 On March 26, 2026, the parties filed a stipulation dismissing all claims against
9 Superintendent Saltzman. Dkt. No. 42 (specifying that dismissal encompasses Count II of the
10 Complaint and Counts III and IV of the complaint to the extent they are asserted against Mr.
11 Saltzman).

12 II. DISCUSSION

13 Plaintiffs contend that the District violated their First Amendment rights by restricting
14 equal access to its public forums; subjecting LifeWise and LifeWise parents (including Ms.
15 Sweeny) to an onerous permission slip policy; and “requiring LifeWise materials, and LifeWise
16 materials alone, be sealed in an envelope and hidden away in a backpack” while students are at
17 school. Dkt. No. 5 at 14. They seek an injunction requiring the District to (1) permit LifeWise to
18 participate in the District’s community resource fairs; (2) permit LifeWise to display its flyers in
19 schools of the District where secular organizations are allowed to do so; (3) permit Emerson
20 Elementary School students “to be released for LifeWise programs with permission slips that
21 (a) release custody of the students to LifeWise, Inc., and (b) allow parents to specify that the release
22 can apply for up to each day during the school year that LifeWise offers its programs to Emerson
23 Elementary School students”; (4) “[r]efrain from enforcing any requirements on LifeWise that do
24 not apply to every other organization to whom the school releases custody of students;” and

1 (5) permit Ms. Sweeny’s children to read LifeWise materials at times of the school day during
2 which students may read other non-scholastic materials, rather than having to keep the LifeWise
3 materials in a sealed envelope. Dkt. No. 5-4 at 3–4.

4 **A. Legal Standard**

5 To obtain a preliminary injunction, plaintiffs must establish (1) that they are “likely to
6 succeed on the merits,” (2) that they are “likely to suffer irreparable harm in the absence of
7 preliminary relief,” (3) “that the balance of equities tips in [their] favor,” and (4) “that an injunction
8 is in the public interest.” *Winter v. Nat. Res. Def. Council, Inc.*, 555 U.S. 7, 24 (2008). The mere
9 “possibility” of irreparable harm is insufficient; instead, the moving party must “demonstrate that
10 irreparable injury is likely in the absence of an injunction.” *Id.* at 22.

11 The Ninth Circuit employs a “sliding scale” approach, under which the four elements are
12 balanced “so that a stronger showing of one element may offset a weaker showing of another.”
13 *All. for the Wild Rockies v. Cottrell*, 632 F.3d 1127, 1131 (9th Cir. 2011). For example, “‘serious
14 questions going to the merits’ and a balance of hardships that tips sharply towards the plaintiff can
15 support issuance of a preliminary injunction, so long as the plaintiff also shows that there is a
16 likelihood of irreparable injury and that the injunction is in the public interest.” *Id.* at 1135. The
17 moving party bears the burden of persuasion and must make a clear showing that it is entitled to
18 such relief. *Winter*, 555 U.S. at 22.

19 Although individual appellate panels have questioned the usefulness of the distinction, the
20 Ninth Circuit distinguishes between “mandatory” and “prohibitory” injunctions. *Hernandez v.*
21 *Sessions*, 872 F.3d 976, 997–98 (9th Cir. 2017). Prohibitory injunctions “aim to preserve the status
22 quo by preventing a party from taking action,” while mandatory injunctions “alter[] the status quo
23 by requiring a party to take action and thus place[] a higher burden on the plaintiff to show the
24 facts and law *clearly* favor the moving party.” *Youth 71Five Ministries v. Williams*, 160 F.4th 964,

1 978 (9th Cir. 2025) (citation modified). Here, Plaintiffs seek a prohibitory injunction that requires
2 the District to refrain from certain conduct, and a mandatory injunction that requires the District
3 to take certain actions, *see* Dkt. No. 5-4 at 3–4.

4 **B. Free Speech Rights and Access to District Forums**

5 LifeWise argues that “[t]he District infringed on [its] free speech rights” by “exclud[ing]
6 LifeWise from the annual community resource fair,” “prohibit[ing] LifeWise from placing flyers
7 in the Everett Elementary School lobby on a table designated for the presentation of flyers by
8 secular groups,” and “censor[ing] LifeWise from distributing a flyer about its programming on the
9 electronic forum the District uses for that purpose (Peachjar) because it included an image of a
10 child praying.” Dkt. No. 5 at 15. It argues that “[a]ll three of the forums here—the community
11 resource fair, the school table designated for hardcopy flyers, and Peachjar—are limited public
12 forums.” *Id.* LifeWise further contends that the District excluded it from these forums based on
13 LifeWise’s religious message, and thus engaged in viewpoint discrimination. *Id.* at 17.

14 The District responds by asserting in conclusory fashion that the forums at issue here are
15 nonpublic. Dkt. No. 21 at 14. It notes that “[i]n a nonpublic or limited public forum, restrictions
16 on speech are permissible if they are viewpoint neutral and reasonable in light of the purpose
17 served by the forum.” *Id.* According to the District, any exclusion of LifeWise “was based on
18 neutral and reasonable policies.” *Id.*²

19 The Free Speech Clause, applicable to state actors through the Fourteenth Amendment,
20 states that “Congress shall make no law . . . abridging the freedom of speech[.]” U.S. Const. amend.

21 I. The extent to which a government entity may regulate speech depends in part on the type of
22

23 ² The District does not rely on the government speech defense or argue that it was speaking for itself through the
24 community resource fair or the flyers. *See generally* Dkt. No. 21 at 14–19; *see also Shurtleff v. Boston*, 596 U.S. 243,
247 (2022) (noting that government speech doctrine permits viewpoint discrimination when the “government speaks
for itself”).

1 forum that is subject to the regulation. The Supreme Court recognizes three types of forums:
2 traditional public forums, designated public forums, and nonpublic forums. *Minn. Voters All. v.*
3 *Mansky*, 585 U.S. 1, 11 (2018). “In a traditional public forum—parks, streets, sidewalks, and the
4 like—the government may impose reasonable time, place, and manner restrictions on private
5 speech, but restrictions based on content must satisfy strict scrutiny, and those based on viewpoint
6 are prohibited.” *Id.* (citing *Pleasant Grove City v. Summum*, 555 U.S. 460, 469 (2009)). “The same
7 standards apply in designated public forums—spaces that have not traditionally been regarded as
8 a public forum but which the government has intentionally opened up for that purpose.” *Id.*
9 (citation modified). “In a nonpublic forum, on the other hand—a space that ‘is not by tradition or
10 designation a forum for public communication’—the government has much more flexibility to
11 craft rules limiting speech.” *Id.* (quoting *Perry Educ. Ass’n v. Perry Local Educators’ Ass’n*, 460
12 U.S. 37, 46 (1983)). The government may reserve a nonpublic forum “for its intended purposes,
13 communicative or otherwise, as long as the regulation on speech is reasonable and not an effort to
14 suppress expression merely because public officials oppose the speaker’s view.” *Perry Educ.*
15 *Ass’n*, 460 U.S. at 46. Because the government can control the use of nonpublic forums, it may
16 “may impose some content-based restrictions on speech” in such forums. *Minn. Voters All.*, 585
17 U.S. at 12. Even with nonpublic forums, however, restrictions must be viewpoint neutral and
18 “reasonable in light of the purpose served by the forum[.]” *Id.* at 13; *see also Cornelius v. NAACP*
19 *Legal Def. and Educ. Fund, Inc.*, 473 U.S. 788, 806 (1985) (restrictions are permissible “so long
20 as the distinctions drawn are reasonable in light of the purpose served by the forum and are
21 viewpoint neutral”). The same is true of a “nonpublic forum open for a limited purpose”—also
22 referred to as a “limited public forum.” *DiLoreto v. Downey Unified Sch. Dist. Bd. of Educ.*, 196
23 F.3d 958, 965, 967 (9th Cir. 1999) (“In a limited public forum, restrictions that are viewpoint
24 neutral and reasonable in light of the purpose served by the forum are permissible.”).

1 1. The Community Resource Fair

2 LifeWise contends that the resource fair “operates as a limited public forum” because it
3 was advertised as open to all, but the District excluded LifeWise because of its religious message.
4 Dkt. No. 5 at 15–17. According to LifeWise, this is viewpoint discrimination. *Id.* at 17. The District
5 responds that the resource fair is “a quintessential nonpublic forum.” Dkt. No. 21 at 15. The District
6 contends that it denied LifeWise’s request to host a table because its participation in the event “was
7 not consistent with the purpose of the event (i.e., providing access to community services).” *Id.*

8 The resource fair is a limited public forum because the District has opened it “to certain
9 groups,” i.e., those who present resources to students and families. *Hills v. Scottsdale Unified*
10 *School Dist. No. 48*, 329 F.3d 1044, 1049 (2003). As such, “restrictions are permissible if they are
11 viewpoint neutral and reasonable in light of the purpose served by the forum.” *Id.* Here, the
12 District’s exclusion of LifeWise does not appear reasonable in light of the purpose of the fair.³ The
13 District’s General Counsel notes that the “family engagement team” organizes the fair for the
14 “purpose of providing access to resources such as legal, health, mental health, special education
15 services, immunizations, and services provided through the Washington State Department of
16 Social Health Services to families of vulnerable students.” Dkt. No. 22 at 3. Entities are invited to
17 attend because “the services that their organizations provide to families . . . align with the purpose
18 of the family engagement team,” which is to “connect[] vulnerable students and families with
19 community resources throughout the year.” *Id.*

20 Although the District argues that excluding LifeWise from the fair was justified because
21 “the relatively narrow purpose of the event is to provide access to resources for students and their

22 ³ Principal Young’s declaration states only that the fair “is a District sponsored event organized by the Family
23 Engagement Team.” Dkt. No. 23 at 3. The declarations do not state who comprises the Family Engagement Team, but
24 because one of the declarations refers to it as “[t]he District’s Family Engagement Team,” Dkt. No. 22 at 3, the Court
assumes that it is either comprised of District employees or otherwise authorized to make fair-related decisions on the
District’s behalf.

1 families” and LifeWise’s attendance “was not consistent with the purpose of the event (i.e.,
2 providing access to community services),” Dkt. No. 21 at 15, 17, the record indicates that the
3 District does not limit the fair to a narrow type of resources. *See* Dkt. No. 22 at 3 (listing the fair
4 to resources “such as” the broad categories included). LifeWise responds that it *does* provide
5 resources to families, “namely, *religious instruction*” with the goal of “improving student behavior
6 and academic achievement.” Dkt. No. 28 at 11 (citing Dkt. No. 5-3 at 21–26); *see also* Dkt. No.
7 5-1 at 1–2 (explaining that LifeWise’s religious instruction includes lessons aimed at character
8 development). In addition, the term “resources” is “unmoored” from any definition provided by
9 the District. *See Minn. Voters All.*, 585 U.S. at 16. And the general definition of “resources” is
10 expansive, including “a source of supply or support” and “a source of information or expertise.”
11 Resources, Merriam-Webster Online Dictionary, [https://www.merriam-
13 webster.com/dictionary/resources](https://www.merriam-
12 webster.com/dictionary/resources) (last visited February 11, 2026). The religious and moral
14 instruction LifeWise provides could be construed as a “source of information” and “support” to
15 families and for students’ academic success. Indeed, the fair’s “community services” are analogous
16 to events “pertaining to the welfare of the community” in *Good News Club v. Milford Central
17 School District*, 533 U.S. 98, 107–09 (2001) and to use of school facilities for “social, civic or
18 recreational” purposes in *Lamb's Chapel v. Center Moriches Union Free School District*, 508 U.S.
19 384, 393–96 (1993), which the Supreme Court found to encompass religious organizations’ speech
for purposes of the Free Speech Clause.

20 Furthermore, the District cited policy 2340P when denying LifeWise’s request to
21 participate in the fair, *see* Dkt. No. 5-1 at 47, but as LifeWise notes, the policy cited within policy
22 2340P (that is, policy 4333) permits religious organizations to use District facilities as long as
23 doing so does not interfere with educational activities, Dkt. No. 5-1 at 50;
24 <https://docushare.everett.k12.wa.us/docushare/dsweb/Get/Document-1103/4333.pdf> (last visited

1 April 23, 2026). The District does not contend that LifeWise’s attendance at the fair would
2 interfere with educational activities. *See generally* Dkt. No. 21. Accordingly, in light of the fair’s
3 stated purpose to allow third parties to present their resources to families, the broad definition of
4 the term “resources,” the District’s policies, and the absence of District guidelines about what is a
5 welcomed “resource” at the fair, the exclusion of faith-based resources is not reasonable.
6 *Minnesota Voters All.*, 585 U.S. at 19.

7 The District also argues that its exclusion of LifeWise from the fair is reasonable because
8 it has an “interest in avoiding the impression that it has endorsed LifeWise’s religious program.”
9 Dkt. No. 21 at 16. In making this argument, the District seems to be advancing a defense based on
10 the Establishment Clause. But “there is ‘play in the joints’ between what the Establishment Clause
11 permits,” *Trinity Lutheran Church of Columbia, Inc. v. Comer*, 582 U.S. 449, 458 (2017) (citation
12 modified), and what the Free Speech Clause requires. “An Establishment Clause violation does
13 not automatically follow whenever a public school or other government entity fails to censor
14 private religious speech,” nor does the Clause “compel the government to purge from the public
15 sphere anything an objective observer could reasonably infer endorses or partakes of the religious.”
16 *Kennedy v. Bremerton Sch. Dist.*, 597 U.S. 507, 534–35 (2022) (citation modified).

17 Once a school “opens a governmental space to non-governmental speakers, that control
18 does not permit viewpoint-based restrictions,” regardless of whether the forum is public or
19 nonpublic. *Flores v. Bennett*, 635 F. Supp. 3d 1020, 1031–32 (E.D. Cal. 2022). To be sure, “in the
20 context of a limited public forum, content discrimination may be permissible *if* it preserves the
21 purposes of that limited forum.” *Hills*, 329 F.3d at 1051. That is, “a speaker may be excluded from
22 a nonpublic forum if [it] wishes to address a topic not encompassed within the purpose of the
23 forum” but not “to suppress the point of view [it] espouses on an otherwise includible subject.”
24 *Cornelius*, 473 U.S. at 806; *see also Lamb’s Chapel*, 508 U.S. at 396 (stating that it “would be

1 difficult to defend . . . deny[ing] the presentation of a religious point of view about a subject the
2 District otherwise opens to discussion on District property”); *Rosenberger v. Rector & Visitors of*
3 *the Univ. of Va.*, 515 U.S. 819, 829–30 (1995) (distinguishing between “content discrimination,
4 which may be permissible if it preserves the purposes of that limited forum, and, on the other hand,
5 viewpoint discrimination, which is presumed impermissible when directed against speech
6 otherwise within the forum’s limitations”); *Hills*, 329 F.3d at 1051 (noting that the Supreme Court
7 has “stressed that viewpoint discrimination is not permissible when it is directed at speech
8 otherwise falling within the forum’s limitations”). As set forth above, LifeWise seeks to present a
9 resource for families and students at the fair, Dkt. No. 5-1 at 13, and thus to “address a topic . . .
10 within the purpose of the forum[.]” *Cornelius*, 473 U.S. at 806. Accordingly, LifeWise “seeks
11 nothing more than to be treated neutrally and given access to speak about the same topics as are
12 other groups.” *Good News Club*, 533 U.S. at 114. “Because allowing [LifeWise] to speak on school
13 grounds would ensure neutrality, not threaten it, [the District] faces an uphill battle in arguing that
14 the Establishment Clause compels it to exclude [LifeWise].” *Id.* Indeed, the fair occurs after school
15 hours, off school grounds (at the District’s Community Resource Center), and includes no
16 “curricular instruction.” Dkt. No. 29 at 5. The fair therefore “has a secular purpose, does not have
17 the principal or primary effect of advancing or inhibiting religion, and does not foster an excessive
18 entanglement with religion.” *Lamb’s Chapel*, 508 U.S. at 395.⁴ Accordingly, the District’s implied
19 Establishment Clause defense is unfounded.

20 The record confirms that the District excluded LifeWise from participation in the fair
21 because it is a religious-based organization. *See* Dkt. No. 5-1 at 57 (stating that “pursuant to Everett
22

23 ⁴ In addition, the District’s concern about a misperception of endorsement could be alleviated “by making it clear to
24 students that [an entity’s] private speech is not the speech of the school,” *Prince v. Jacoby*, 303 F.3d 1074, 1094 (9th
Cir. 2002); *see also id.* at 1092 (finding no Establishment Clause violation when the group sought only to be treated
neutrally and given access to speak about the same topics as other groups).

1 Public Schools Policy and Procedure 2340P, [the District] do[es] not allow religious-based
2 organizations of any type to participate in school-sponsored events.”). A policy is not viewpoint
3 neutral simply because it is “applied in the same way to all uses of school property for religious
4 purposes” or treats “all religions and all uses for religious purposes” alike. *Lamb’s Chapel*, 508
5 U.S. at 393. Rather, the “critical question” is whether a policy “discriminates on the basis of
6 viewpoint to permit school property to be used for the presentation of all views about [a particular
7 issue] except those dealing with the subject matter from a religious standpoint.” *Id.* Here, the
8 District has allowed entities to present their resources to students and families if they are secular,
9 but precluded LifeWise from presenting a resource—that purportedly promotes character
10 development and higher academic achievement—through a religious perspective. In doing so, the
11 District has engaged in viewpoint discrimination. *See, e.g., Good News Club*, 533 U.S. at 111–12
12 (holding that “speech discussing otherwise permissible subjects cannot be excluded from a limited
13 public forum on the ground that the subject is discussed from a religious viewpoint”); *see also*
14 *Lamb’s Chapel*, 508 U.S. at 394 (holding that a school district violated the free speech clause by
15 preventing a group from screening films at the school based solely on its religious perspective);
16 *Hills*, 329 F.3d at 1050 (noting that the Supreme Court has held that “if a school opened its doors
17 to groups that ‘promote the moral and character development of children,’ it could not exclude
18 religious groups” promoting the same thing from a religious perspective (quoting *Good News*
19 *Club*, 533 U.S. at 108)).

20 Accordingly, LifeWise has shown a likelihood of success on its claim that the District’s
21 exclusion of LifeWise from the resource fair violates its free speech rights.

22 2. The Flyers in the Emerson Lobby and Peachjar

23 LifeWise’s arguments regarding its flyers largely mirror its arguments regarding the
24 resource fair: the District has created a limited public forum and engaged in viewpoint

1 discrimination by excluding LifeWise’s flyers based on their religious message. Dkt. No. 5 at 15–
2 17. LifeWise notes that “organizations that offer services to Everett Public School families are
3 given the chance to promote those services to the school community,” and other entities that have
4 “circulated electronic and hardcopy flyers include an eye center, a robotics club, and a doctor’s
5 office.” *Id.* at 16 (citing Dkt. No. 5-1 at 14). LifeWise also states that a “religious ministry, which
6 offers services to at-risk youth and families,” was permitted to display its flyers in the Emerson
7 lobby. Dkt. No. 5-1 at 14. LifeWise notes that its flyers contain specific disclaimers that they do
8 not speak for the District. Dkt. No. 5 at 16. Still, on June 13, 2025, Principal Young informed Ms.
9 Sweeny that LifeWise could no longer display its flyers in the Emerson lobby based on policy
10 2340P. Dkt. No. 5-1 at 14–15, 57.

11 The District responds that “school grounds are nonpublic forums for purposes of
12 distributing flyers, as the school screens the flyers’ content before it allows them to be distributed.”
13 Dkt. No. 21 at 17. According to the District, it “has not regulated LifeWise’s flyers due to the [sic]
14 LifeWise’s viewpoint, but rather the religious content of the flyers.” *Id.* at 18; *see also* Dkt. No. 5-
15 1 at 51 (policy 2340P stating that “[m]aterial and/or announcements promoting religion may not
16 be distributed by non-students or on behalf of groups or individuals who are not students.”).

17 The forum here is the District’s flyer distribution program. As is the case with the resource
18 fair, the distribution of flyers is a limited public forum because the District has opened it “to certain
19 groups or topics.” *Hills*, 329 F.3d at 1049. Regardless, even with nonpublic forums, the District
20 cannot engage in viewpoint discrimination. *Flores*, 635 F. Supp. 3d at 1032.

21 The Court finds that the District’s prohibition on LifeWise displaying its flyers in the lobby
22 is viewpoint discrimination for the same reasons set forth above with respect to the community
23 resource fair. Having opened the forum to a diverse array of speakers who provide services to
24 families, Dkt. No. 5-1 at 14, the District cannot deny the same access to LifeWise, which provides

1 a service to families through a religious viewpoint. Again, the fact that the District seeks to exclude
2 all religious flyers is not dispositive when the District has allowed entities to present their services
3 to students and families if they are secular. *See, e.g., Hills*, 329 F.3d at 1052 (“Premising refusal
4 of permission to advertise an event or class based on the religious nature of the event or class
5 cannot be justified under our precedents, where other similar groups can advertise events or classes
6 similar except for their lack of religious viewpoint.”).

7 The District relies on *DiLoreto* to argue that it can exclude all religious-based flyers based
8 on their religious content and that it “has an interest in avoiding disruption and potential
9 controversy that might arise from allowing flyers that proselytize to elementary school students.”
10 Dkt. No. 21 at 18 (citing *DiLoreto*, 196 F.3d at 968). However, the District’s argument on this
11 issue is conclusory and cites to nothing in the record to support its factual assertions regarding
12 disruption and controversy. In *DiLoreto*, the Court found that the district’s rejection of a religious
13 advertisement—which stated, “Pause & Meditate on These Principles to Live By!” and then listed
14 the Ten Commandments, *DiLoreto*, 196 F.3d at 962—over “concerns regarding disruption and
15 potential controversy” was reasonable “given the purpose of the forum and the surrounding
16 circumstances of the public secondary school.” *Id.* at 968. Specifically, as LifeWise notes, Dkt.
17 No. 28 at 10, the advertisements were on a playing field used by the school “for physical education
18 classes and for school-sponsored sporting events,” where “students at these activities would be a
19 captive audience to the ads.” *DiLoreto*, 196 F.3d at 968. Thus, the ad would be disruptive to the
20 “educational purpose” of the school. *Id.* at 962. There is no such allegation or evidence here. The
21 Emerson students are not captive audiences to flyers in the lobby or on Peachjar. And unlike in
22 *DiLoreto*, where the school district never permitted “anything other than commercial advertising”
23 at the play field, *id.* at 963, here, the District allows multiple types of entities and clubs to display
24 flyers in its lobby and on Peachjar. Dkt. No. 5-1 at 14. In fact, LifeWise has presented un rebutted

1 evidence that the District allowed at least one other religious organization to display its flyers in
2 the lobby while denying LifeWise the same access. *Id.* at 14–15.⁵

3 Finally, although the District’s response to the motion notes a concern with “avoiding the
4 appearance of endorsing particular viewpoints,” Dkt. No. 21 at 18, as discussed above with respect
5 to the community resource fair, LifeWise seeks nothing more than to be treated the same as other
6 groups. Furthermore, LifeWise’s flyers include “statements disclaiming any affiliation to the
7 District, as required by the District’s guidelines.” Dkt. No. 5-1 at 14.

8 With respect to Peachjar, the District contends that “LifeWise was never denied access to
9 the platform.” Dkt. No. 21 at 18 (citing Dkt. No. 22 at 4). It notes that “[s]chool officials did request
10 LifeWise revise some of its proposed flyers, but LifeWise complied with these requests, and the
11 school then distributed the flyers accordingly.” *Id.* at 18–19. Specifically, the District sent
12 LifeWise an email stating that its proposed flyer was “denied” because it included a photo of a boy
13 praying, which “could be viewed as proselytizing.” Dkt. No. 5-1 at 59 (the District writing, “Per
14 procedure 4140P, we cannot share information that could be viewed as proselytizing”); *see also*
15 *id.* at 15 (the flyer). LifeWise argues that “even requiring [it] to change its message constitutes
16 impermissible speech repression.” Dkt. No. 28 at 8 n.4.

17 Although an organization does not have a “right to pray or proselytize in any manner
18 through [a] school’s public dissemination systems,” *Prince*, 303 F.3d at 1087, here, the District
19 has not explained why inclusion of the small photo of the boy praying was “proselytizing.” *See*
20 Dkt. No. 22 at 4. Rather, in the absence of any prayer-related text in the flyer, it appears that the
21 photo is more akin to a religious symbol, like a Bible, indicating that classes will be taught from a
22 Christian perspective, rather than proselytizing. *See Hills*, 329 F.3d at 1052–53 (finding that a

23 _____
24 ⁵ The District did not respond to Plaintiffs’ argument about the other religious organization, so the Court cannot
conclude that the District halted that organization’s lobby access when it precluded LifeWise from displaying its flyers
in the lobby. Dkt. No. 5-1 at 14–15.

1 school district engaged in viewpoint discrimination by requiring the excision of “all of the Bible
2 course descriptions . . . , along with any religious symbols, because these indicated that the Bible
3 would be taught from a Christian viewpoint,” but did not discriminate when it excluded certain
4 language that “was promotional not only of the class but of religion, and went beyond a description
5 of the organization’s general religious mission to directly exhort the reader to involve children in
6 religious observance”). Thus, its exclusion was viewpoint discrimination. *Id.* at 1053.

7 For these reasons, LifeWise has shown a likelihood of success on its claim that the District
8 has violated its free speech rights with respect to the flyers.

9 **C. The Requirement to Seal Away Religious Materials**

10 Plaintiffs contend that the District’s policy requiring students to seal away LifeWise
11 materials while on campus violates Ms. Sweeny’s free exercise rights. Dkt. No. 5 at 25–27. They
12 argue that because LifeWise materials ““are to be sealed in an envelope and placed directly into
13 the student’s backpack immediately upon their return to school,’ . . . students may not study their
14 LifeWise material *at any time* during the day—including times when students would otherwise be
15 free to quietly study *any other book.*” *Id.* at 25 (quoting RTRI Guidelines, Dkt. No. 5-1 at 37).
16 According to Plaintiffs, this requirement conflicts with “the right of parents to direct the religious
17 upbringing of their children,” and substantially interferes with Ms. Sweeny’s “ability to direct the
18 religious education of her children” in several ways. *Id.* at 26.

19 The parties talk past each other on this issue. The District does not contest that students
20 should be allowed to read the Bible or religious materials during free time; indeed, it emphasizes
21 that “there is no District policy that prevents [Ms. Sweeny’s] child from doing so.” Dkt. No. 21 at
22 25. And Policy 2340 states that “[s]chool staff shall neither encourage, nor discourage a student
23 from engaging in non-disruptive oral or silent prayer or any other form of devotional activity,”
24 which would presumably include reading the Bible or similar religious materials during free

1 periods. Dkt. No. 22-1 at 27. The problem is that the District’s RTRI Guidelines conflict with what
2 the District says it allows. Specifically, the Guidelines require that “[i]f religious materials are
3 distributed off-site by the organization to the students, they are to be sealed in an envelope and
4 placed directly into the student’s backpack immediately upon their return to school.” Dkt. No. 5-
5 1 at 37. Principal Young has confirmed that this written requirement means what it says. *See* Dkt.
6 No. 23 at 5 (stating that Emerson “require[es] students returning from LifeWise to keep any items
7 they received in a sealed envelope in their backpacks during the school day”). As Plaintiffs note,
8 “A student cannot read a Bible that is sealed in an envelope in her backpack.” Dkt. No. 28 at 13.

9 Because the District does not contest that students should be permitted to read religious
10 materials during free time, and implicitly concedes that the RTRI Guidelines conflict with this
11 policy,⁶ an injunction permitting Ms. Sweeny’s children to read religious materials during free
12 periods is warranted.⁷

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16 ⁶ The District also argues that the Guidelines exist “to curb the significant disruptions that have occurred in the
17 classroom from the candy and flyers brought back from LifeWise that were distributed by students during class.” Dkt.
18 No. 21 at 24. However, the reports of classroom disruptions in the record are few, vague, secondhand, and
19 unaccompanied by any explanation of whether the District tried to quell the (limited) disruptions with admonishments
20 to students. Dkt. No. 23 at 4–5. And there is conflicting evidence in the record about whether students return to school
21 with candy from LifeWise. *Compare* Dkt. No. 23 at 4, *with* Dkt. No. 29 at 2. Regardless, LifeWise does not ask the
22 Court to order that students be able to eat or share LifeWise-provided candy or distribute LifeWise flyers during
23 breaks; only that students be permitted to read “*their own* [LifeWise-provided] materials.” Dkt. No. 28 at 14. The
24 RTRI Guidelines are overbroad because they require students to leave *all* LifeWise materials, including Bibles, in
their backpacks, not just the candy and flyers that were allegedly disruptive.

20 The District also advances another Establishment Clause argument here, but the District has not shown that permitting
21 students to read their own LifeWise materials during free time would entangle the District with religion or otherwise
22 run afoul of the Establishment Clause. *See Lamb’s Chapel*, 508 U.S. at 395. Again, the District’s total ban on students’
23 reading LifeWise religious materials during free time when students may read other texts conflicts with its own
24 representation that “there is no District policy that prevents [students] from doing so.” Dkt. No. 21 at 25.

23 ⁷ Plaintiffs’ proposed order sweeps broadly, permitting Ms. Sweeny’s children “to keep LifeWise *materials* on their
24 person or in their backpacks without keeping them in a sealed envelope.” Dkt. No. 5-4 at 4 (emphasis added). But
Plaintiffs have not addressed what those “materials” might be other than those addressed in this section. Therefore,
the Court enjoins the District from preventing Ms. Sweeny’s children from accessing LifeWise *reading* materials
during free periods, but not all “materials.”

1 **D. Free Exercise Rights and the Permission Slip Policy**

2 1. The Permission Slip Policy Violates Plaintiffs' Free Exercise Rights

3 Plaintiffs contend that the District violated their free exercise rights through its permission
4 slip policy. Dkt. No. 5 at 18. First, Plaintiffs argue that the District has been openly hostile to
5 LifeWise, and that “overt hostility, intertwined with the enactment of restrictive policies targeting
6 LifeWise by name, constitutes a Free Exercise violation.” *Id.* at 18–20; *see also* Dkt. No. 28 at 3–
7 4. Second, Plaintiffs contend that “the District’s policies *also* fail strict scrutiny because they are
8 neither ‘neutral’ nor ‘of general application.’” Dkt. No. 5 at 21. The District denies that there is
9 any hostility toward LifeWise, and avers that its policies are neutral and do not burden religious
10 exercise. Dkt. No. 21 at 19–22.

11 As to the first issue, a plaintiff may prove a free exercise violation “by showing that
12 ‘official expressions of hostility’ to religion accompany laws or policies burdening religious
13 exercise; in cases like that [courts] have ‘set aside’ such policies without further inquiry.” *Kennedy*,
14 597 U.S. at 525 n.1 (quoting *Masterpiece Cakeshop, Ltd. v. Colorado Civil Rights Comm’n*, 584
15 U.S. 617, 625 (2018)). Plaintiffs contend that “[t]he District articulated—and then emphasized—
16 obvious animus here.” Dkt. No. 5 at 19. Specifically, they note when Ms. Sweeny and Ms. Hammer
17 met with school board President Mitchell before a June 2025 school board meeting, President
18 Mitchell said something to the effect that “she did not like LifeWise’s presence in the District, and
19 that ‘religion and public schools do not go together.’” Dkt. No. 5-1 at 8. Plaintiffs also state that at
20 a July 1, 2025 school board meeting, school board Director Charles Adkins “accused LifeWise of
21 having a ‘mission to bring white supremacy and Christian nationalism to [Everett] schools’ and
22 insisted that LifeWise ‘cannot be allowed to have access to our kids.’” *Id.* at 7. At the same
23 meeting, Mr. Adkins accused LifeWise of trying “to snuff out the cultures, religion, and language
24 of native kids and other kids of color.” *Id.* At a September 10, 2025 school board meeting, the day

1 after the new RTRA Guidelines were announced, President Mitchell stated that the Board “do[es]
2 not support or endorse programs that provide off-campus religious instruction during the school
3 day and prefer[s] that students stay at school.” *Id.* at 8 & n.28. Later, at a December 8, 2025 school
4 board meeting, Mr. Adkins stated,

5 I want to make it very, extremely, abundantly clear, that yes, I do in fact hold
6 animus toward LifeWise Academy. . . . It is an organization of homophobic bullies
7 who are active and willing participants in the efforts to bring about an authoritarian
8 theocracy. . . . [W]hat I find offensive and ridiculous is their anti-gay agenda. Their
9 curriculum teaches that any relationship outside a man and a woman is a sin.

10 *Id.* at 8 (emphasis omitted).

11 The District responds that Mr. Adkins does not speak for the District. Dkt. No. 21 at 3.
12 District policy 1240, Duties of Individual Board of Directors, states that “[t]he authority of
13 individual board members is limited to participating in actions taken by the board as a whole when
14 legally in session,” and “[b]oard members shall not assume responsibilities of administrators or
15 other staff members.” Dkt. No. 22-1 at 9. In addition, “The board or staff shall not be bound in any
16 way by any action taken or statement made by any individual board member except when such
17 statement or action is pursuant to specific instructions and official action taken by the board.” *Id.*
18 Plaintiffs respond that “[a]s a legal matter, the question is not whether any Board member speaks
19 for the Board, but whether Board members’ hostile comments—to which no member objected—
20 show that animus toward LifeWise motivated the change in policy targeting LifeWise that
21 followed the comments.” Dkt. No. 28 at 4; *see also* Dkt. No. 5-1 at 8 (“No other Board member
22 has ever expressed disagreement with Mr. Adkins’s statements at a Board meeting.”).

23 The Court agrees with Plaintiffs that even if Mr. Adkins was not legally speaking for the
24 Board, evidence of his animus toward LifeWise is relevant. “The board of directors of the Everett
School District . . . plan[s] and direct[s] all aspects of the district’s operations[.]” Dkt. No. 22-1 at
6. Accordingly, the school board, which included Mr. Adkins, had at least some role in approving

1 the new RTRI guidelines. And when considering alleged animosity toward religion, courts can
2 look to statements of decision makers. *See Masterpiece Cakeshop*, 584 U.S. at 636. In addition,
3 even if Mr. Adkins was not speaking for the District, “[t]he record shows no objection to [his]
4 comments” from the other school board members. *Id.* Moreover, President Mitchell—who
5 undisputedly *does* speak for the Board—stated a preference that kids “stay at school” and opined
6 that “religion and public schools do not go together.” Dkt. No. 5-1 at 8. These were not stray
7 remarks. The first was made during a school board meeting about LifeWise, and the second was
8 made before another board meeting. *Id.* In addition, after an August 20, 2025 school board meeting
9 in which a community member compared LifeWise to the Nazi Party, taking “trains . . . through
10 [German] towns . . . [that] were filled with broken down souls on their way to the gas chambers,”
11 President Mitchell closed the public comment session by stating, “We do appreciate you coming
12 back and you are being heard. So, thank you. It might not look like it, but you are.” *Id.* at 7 &
13 nn.20–21. President Mitchell later emailed the same commenter and told her, “On behalf of the
14 Everett Public Schools Board of Directors, I want to thank you for taking the time to address the
15 board” and that the commenter’s “comments about the impact of LifeWise and [her] call for
16 decisive action were heard.” *Id.* at 7 & n.22; *id.* at 31. These statements show animus toward
17 LifeWise and support of the hostility expressed by at least one community member.

18 The proximity in timing also supports a finding that the new permission slip policy arose
19 from school board animus toward LifeWise. Dkt. No. 5 at 20 (Plaintiffs’ argument that “[t]his
20 timing confirms that the Board responded to ‘pressure from citizens’ who expressed hostility
21 toward LifeWise.”). The District followed a less onerous permission slip policy in the Spring of
22 2025 without incident. Dkt. No. 5-1 at 3. However, soon after President Mitchell and Mr. Adkins
23 made the above remarks in June through August 2025—and other community members expressed
24 hostility to LifeWise during the same school board meetings—the District announced that it was

1 adopting the new restrictive RTRI guidelines (which refer to LifeWise by name) on September 9,
2 2025. *Id.* at 5–9. Furthermore, the record indicates that the District is treating student releases to
3 LifeWise differently than other student releases. The District states that the permission slip policy
4 for LifeWise “closely aligns” with the District’s “standard process” for the release of a student
5 without (1) providing that “standard process,” (2) divulging the differences between the standard
6 process and the process required of LifeWise, or (3) explaining why the standard process does not
7 apply to LifeWise. Dkt. No. 21 at 10; Dkt. No. 23 at 6. For these reasons, the Court cannot conclude
8 that the permission slip policy is neutral or generally applicable.

9 The Court also finds that the District burdened Plaintiffs’ religious expression. The District
10 contends that the permission slip policies do “not infringe on the Plaintiffs’ rights to freely exercise
11 their religion,” because “the District has never declined any parent’s request to release their
12 students to participate in religious instruction during the school day.” Dkt. No. 21 at 21. But this
13 argument ignores Plaintiffs’ evidence of “more than fifteen instances, over nearly a dozen
14 occasions, where students were unable to attend LifeWise due to the District’s new permission slip
15 policy.” Dkt. No. 29 at 3–5.

16 Here again, the District advances the same Establishment Clause defense that it advanced
17 with respect to the envelope requirements discussed above. Dkt. No. 21 at 22–24. The Court rejects
18 the defense fails for the same reasons set forth above.

19 In sum, the Court finds that Plaintiffs have shown a likelihood of success on their claims
20 that the permission slip policy violates their free exercise rights.

21 2. The Scope of the Injunction

22 One issue remains: the appropriate scope of the injunction regarding the permission slip
23 issue. “Although the district court has considerable discretion in fashioning suitable relief and
24 defining the terms of an injunction, the injunction must be tailored to remedy the specific harm

1 alleged.” *Galvez v. Jaddou*, 52 F.4th 821, 834 (9th Cir. 2022) (citation modified). “An overbroad
2 injunction is an abuse of discretion.” *Stormans, Inc. v. Selecky*, 586 F.3d 1109, 1140 (9th Cir.
3 2009) (citation omitted).

4 In addition, Federal Rule of Civil Procedure 65(d)(1) requires that any injunction must
5 “state its terms specifically” and “describe in reasonable detail—and not by referring to the
6 complaint or other document—the act or acts restrained or required.” “[T]he specificity provisions
7 of Rule 65(d) are no mere technical requirements”; the Rule was designed “to prevent uncertainty
8 and confusion on the part of those faced with injunctive orders, and to avoid the possible founding
9 of a contempt citation on a decree too vague to be understood.” *Vasquez Perdomo v. Noem*, 148
10 F.4th 656, 679 (9th Cir. 2025). Finally, “[t]he terms of the injunction should be clear enough to be
11 understood by a lay person, not just by lawyers and judges.” *Id.*

12 Plaintiffs request that the Court require the District to “[r]efrain from enforcing any
13 requirements on LifeWise that do not apply to every other organization to whom the school
14 releases custody of students,” Dkt. No. 5-4 at 4, but that proposed provision is too vague to be
15 understood. As written, it could bind the District to apply the same requirements to LifeWise as it
16 does to other unidentified organization regardless of their circumstances. Plaintiffs specifically
17 identify the Lego Club and Boys & Girls Club as comparators, Dkt. No. 5 at 22, but they present
18 no evidence that those two clubs transport the students off campus during the school day like
19 LifeWise does, Dkt. No. 5-1 at 3; Dkt. No. 5-2 at 4; Dkt. No. 23 at 6. Plaintiffs have presented no
20 evidence that any other entity transports students off campus. For these reasons, the Court will not
21 prohibit the District from “enforcing any requirements on LifeWise that do not apply to every other
22 organization to whom the school releases custody of students.” Dkt. No. 5-4 at 4.⁸

23
24 ⁸ Although Plaintiffs complain that LifeWise can no longer collect permission slips for parents as it used to do, they do not seek an injunction regarding that issue. *See generally* Dkt. No. 5-4.

1 Plaintiffs also seek an injunction requiring the District to allow release of students “to
2 LifeWise, Inc.” *Id.* at 3. However, the District does not permit student release to any other entity
3 (as opposed to a person), or permit any entity to transport students off campus during the school
4 day. Dkt. No. 23 at 6. And again, “[t]he scope of the remedy must be no broader and no narrower
5 than necessary to redress the injury shown by the plaintiff[.]” *California v. Azar*, 911 F.3d 558,
6 584 (9th Cir. 2018). Although plaintiffs note that it is logistically difficult for families and
7 LifeWise when permission must be obtained last minute, they have identified no reason why it is
8 less burdensome to allow release to LifeWise (as opposed to a small handful of people). Indeed,
9 LifeWise suggested to the District that it allow release to up to five specific individuals associated
10 with LifeWise. Dkt. No. 5-1 at 9, 33. Accordingly, the Court will not require the District to allow
11 the release of students to “LifeWise, Inc.” However, because the District does not contest
12 Plaintiffs’ point that it allows students to be released to multiple individuals, such as “Grandma
13 and Grandpa,” Dkt. No. 5-1 at 12, and the District previously allowed “each permission slip to
14 authorize release of students to up to four designated individuals” without incident, Dkt. No. 34-1
15 at 4, the District must permit the release of up to four specifically identified people for LifeWise
16 instruction. This relief is narrowly tailored to alleviate the burden to families—including the
17 burden of potentially missed LifeWise classes—that could occur when one designated person is
18 unavailable. *See* Dkt. No. 5-1 at 10.

19 Plaintiffs also request an injunction that would “allow parents to specify that the release
20 can apply for up to each day during the school year that LifeWise offers its programs to Emerson
21 Elementary School students[.]” Dkt. No. 5-4 at 3–4. It is unclear what this sentence means or if
22 Plaintiffs are now seeking one permission slip for the entire school year. Again, Plaintiffs have not
23 shown that a year-long permission slip is needed when they proposed a semester-long permission
24 slip to the District. Dkt. No. 5-1 at 8, 33. For its part, as noted above, the District states that its

1 permission slip requirement for LifeWise “closely aligns with the permission process applicable
2 any time a student is required to leave school during the school day with an adult other than the
3 parent or guardian.” Dkt. No. 23 at 6. However, it provides no details and fails to identify any other
4 type of repeated absence that requires permission to be given every week. In contrast, Plaintiffs
5 have established the burdensomeness of weekly permission slips, a requirement that has resulted
6 in numerous missed LifeWise sessions. Dkt. No. 29 at 3–5; Dkt. No. 34-1 at 4–5. In light of this
7 evidence, the District must permit parents and guardians to give permission for a full semester, so
8 long as the written permission identifies the specific dates and times of release in addition to the
9 person(s) to whom the student may be released. These requirements are narrowly tailored to
10 address the harm alleged. *See Galvez*, 52 F.4th at 834.

11 **E. Plaintiffs Have Demonstrated Irreparable Harm**

12 LifeWise contends that the District’s policy and practices are causing irreparable harm
13 “because it cannot promote its program on equal footing with secular programs, reducing the
14 success of its core mission (to provide an off-campus religious educational opportunity for
15 students).” Dkt. No. 5 at 28. As set forth above, LifeWise cannot participate in the resource fair or
16 display its flyers as other organizations can.

17 The District responds that it “has no knowledge, and the Plaintiffs have provided no
18 evidence, of any students unable to attend LifeWise or fully participate in the program.” Dkt. No.
19 21 at 25. This statement is undermined by the record, which contains examples of students missing
20 LifeWise classes because of the onerous permission slip policy. Dkt. No. 29 at 3–5. The District’s
21 assertion that its permission slip process “is not onerous” does not make it so. Dkt. No. 21 at 25.

22 The District also argues that Ms. Sweeny is merely speculating that “her child is unable to
23 read the Bible or religious material during breaks” because “there is no District policy that prevents
24 her child from doing so.” *Id.* Again, this is inconsistent with the record. The District’s RTRI

1 Guidelines require students to seal LifeWise materials in an envelope in their backpack
2 “immediately” upon returning to school. Dkt. No. 5-1 at 37.

3 Plaintiffs have thus demonstrated irreparable harm.

4 **F. The Balance of Equities and the Public Interest**

5 The balance of equities and public interest factors merge when the federal government is a
6 party. *Nken v. Holder*, 556 U.S. 418, 435 (2009). And constitutional violations weigh heavily in
7 favor of an injunction. *Betschart v. Oregon*, 103 F.4th 607, 625 (9th Cir. 2024).

8 Plaintiffs argue that the balance of equities and the public interest weigh in their favor
9 because they have shown that they are likely to succeed on the merits, “they have certainly raised
10 ‘serious First Amendment questions’ and the equities ‘tip sharply’ in their favor.” Dkt. No. 5 at
11 29.

12 The District responds that the requested injunction is contrary to the public interest because
13 it would “require that the District deviate from its policies and procedures, and apply different
14 standards unique to LifeWise.” Dkt. No. 21 at 26. This, in turn, “would negatively impact the day-
15 to-day operations of the school, place additional administrative burdens on staff, . . . create
16 confusion amongst students and families[,] . . . potentially negatively impact the educational
17 services provided to other students, . . . undermine[] the public interest in local control of schools,”
18 “expose others to risk of harm,” and “have the potential of negatively impacting the educational
19 services provided to other students.” *Id.* The District cites nothing in support of this list. Moreover,
20 the injunction described in this Order does not treat LifeWise differently. Instead, it would allow
21 LifeWise to attend the resource fair and distribute its flyers just as other entities do. And it would
22 allow Ms. Sweeny’s children to read LifeWise materials—including Bibles—during their free
23 time, just as they can read other literature. Finally, allowing parents to give permission for an entire
24 semester, instead of weekly, and for release to a few specified LifeWise personnel would alleviate

1 the burdens that have led to missed LifeWise classes, and seemingly would reduce the
2 administrative burdens and confusion the District identifies without adding a risk to student
3 safety.⁹

4 III. CONCLUSION

5 For the foregoing reasons, the Court GRANTS IN PART and DENIES IN PART Plaintiffs'
6 motion for a preliminary injunction, Dkt. No. 5. The Court ORDERS that Defendant Everett
7 School District must:

- 8 1. Permit LifeWise to participate in the District's community resource fairs;
- 9 2. Permit LifeWise to display printed flyers in schools of the District where and to the
10 extent secular organizations are allowed to do so, including flyers with the photo of
11 the boy praying;
- 12 3. Permit Emerson Elementary School students to be released for LifeWise programs
13 with permission slips that (a) release custody of the students to no more than four
14 specifically named individuals, and (b) allow parents to specify that the release
15 applies on a semester-long basis for each specifically listed date and time during
16 the semester that LifeWise offers its programs to Emerson Elementary School
17 students; and
- 18 4. Permit Ms. Sweeny's children to read LifeWise reading materials during times of
19 the school day during which students may read other non-scholastic materials.

20 Dated this 24th day of April, 2026.

21 

22 Lauren King
23 United States District Judge

24 ⁹ See, e.g., Dkt. No. 34-1 at 6 (a parent noting the unreliability of Emerson's email system, including the Secretary losing access to the system or failing to keep track of emailed permissions slips).