

UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF FLORIDA
TAMPA DIVISION

ATLANTIC SHOW PROMOTIONS, INC.,

Plaintiff,

vs.

CASE NO.: _____

CITY OF TAMPA, SANDRA W.
FREEDMAN, Individually and
as Mayor of City of Tampa,
and WILHEMINA Y. BOYD,
Individually and as Director
of Tampa Convention Center,

Defendants.

_____/

**VERIFIED COMPLAINT FOR
DAMAGES, INJUNCTION AND DECLARATORY JUDGMENT**

Plaintiff, ATLANTIC SHOW PROMOTIONS, INC. ("Atlantic Show")
by and through its undersigned attorneys, hereby sues Defendants
CITY OF TAMPA, SANDRA W. FREEDMAN, Individually and as Mayor of
City of Tampa, and WILHEMINA Y. BOYD, Individually and as
Director of Tampa Convention Center, (together referred to as
"Tampa"), and alleges as follows:

PRELIMINARY STATEMENT

1. In this action, pursuant to 42 U.S.C. § 1983, Atlantic
Show seeks to vindicate its equal protection, due process and
First Amendment rights. Tampa seeks to regulate political and
commercial speech about guns by refusing to allow Atlantic Show
to exhibit at the Tampa Convention Center ("Center"). This
policy, practice, custom, and usage of banning gun shows deprives
citizens of truthful and legitimate commercial information about
legal products and services. This policy also deprives citizens

12/20/96

of core political speech. Furthermore, this policy denies Atlantic Show equal protection of law because Tampa discriminates among potential exhibitors solely on the basis that it finds some lawful speech "inappropriate." Finally, this policy denies Atlantic Show procedural due process. To prevent Tampa's continuing impermissible content regulation of protected speech, Atlantic Show seeks a judgement awarding damages and preliminary and permanent injunctive relief. It also seeks a declaration that this policy violates State law.

JURISDICTION AND VENUE

2. This Court has subject matter jurisdiction pursuant to 28 U.S.C. § 1343(3) providing for original jurisdiction in suits authorized by 42 U.S.C. § 1983. Furthermore, jurisdiction is available under 28 U.S.C. § 1331 because this action arises under the First and Fourteenth Amendments to the Constitution of the United States. Jurisdiction is also based on 28 U.S.C. Sections 2201 and 2202, providing declaratory relief. The state based declaratory judgment action is properly before this Court under the doctrine of pendent jurisdiction.

3. Venue in this District is proper under 28 U.S.C. § 1391(b). The claims arose and the defendants reside in this District.

PARTIES

4. Atlantic is a Florida corporation with its principal place of business in Fort Lauderdale, Florida. Atlantic Show

operated a gun show in Hillsborough County, Florida, in November 1993 and throughout the state for the past eight years.

5. Defendant City of Tampa ("City") is a municipality located within Hillsborough County, Florida, and is duly authorized under the laws and constitution of the State of Florida.

- a. The City has officially adopted and promulgated a policy that has deprived and continues to deprive Atlantic Show of important constitutional rights.
- b. In addition to advancing a written policy, the City has engaged in a persistent, widespread practice of constitutional violations by banning Atlantic Show and other gun shows from the center solely because it dislikes the content of the proposed speech. The City's decision to ban Atlantic Show and other gun shows from the convention center on the basis of speech reflects an overall existing municipal policy, which is furthered by high echelon figures such as Tampa's Mayor.

6. Defendant Sandra W. Freedman ("Freedman") is an individual residing in this District. Freedman is currently the Mayor of the City. She was elected in accordance with the rules and regulations of the City and the State of Florida.

- a. As Mayor, Freedman is charged with executive authority of the City over the properties and facilities owned by the City, including the Center. Defendant Freedman is sued individually and in her official capacity. Mayor Freedman is charged with the ultimate authority of determining what groups can appear in the Center.
- b. By banning Atlantic Show from the Center solely based on the content of its lawful speech, Mayor Freedman has violated clearly established constitutional rights of equal protection, free speech and due process. Mayor Freeman knew or had reason to know that her actions and the actions of the City violated these clearly established constitutional rights.

7. Wilhemina Y. Boyd ("Boyd") is an individual residing in this District. Boyd is currently the Director of the Center. As the Director, Boyd supervises the day to day operations of the Center as well as administers the Center based on the priorities set forth in the Center's "Mission Statement" and "Booking Policy."

- a. Defendant Boyd is sued individually and in her official capacity. As director of the Center, Boyd exercises great discretion over the operation and administration of the Center and the choice of groups or persons who may appear there.
- b. By banning Atlantic Show from the Center solely based on the content of its lawful speech, Boyd violated Atlantic Show's clearly established constitutional rights of equal protection, free speech, and due process. Boyd knew or had reason to know that her actions and the actions of the City violated these clearly established constitutional rights.

8. The acts and practices of all the defendants (collective referred to as "Tampa") and their agents or employees are performed under color of law, and therefore, constitute state action within the meaning of the Fourteenth Amendment. By virtue of their authority with the City, all of the above defendants have acted under color of state law and furthermore have acted intentionally, deliberately and knowingly in violation of the Atlantic Show's clearly defined and established constitutional rights.

GENERAL ALLEGATIONS

The Nature of the Convention Center's Use

9. The Center is owned and operated by Tampa. According to its "Mission Statement" and "Booking Policy," the Center's primary mission "is to be an economic catalyst for the City of Tampa. The Center is primarily designed to administer to and showcase meetings that generate significant economic impact to the City of Tampa and Hillsborough County community." A true and correct copy of the Mission Statement and Booking Policy are attached hereto as Exhibit A.

10. The Center's secondary mission is to accommodate regional/local trade shows, special events and entertainment functions that further the cultural and social needs of the region and local community.

11. The Center also promotes business and enhances the quality of life for the community by making itself available as a location for community functions and meetings.

12. Consistent with this mission statement, the Center is used for a wide variety of exhibitions and functions, involving many types of protected commercial, political and religious First Amendment activity.

13. Examples of commercial functions that have been held at the Center are the NMMA International Boat Show, the Gasparilla Expo, the Frank Sergeant Southeastern Outdoor Expo, the Tampa Furniture Market Show, the Junior League of Tampa Thrift Sale, the 1993 Florida International New Car Show, the World of Wheels

Show, the Gasparilla Distance Classic Expo, the Blenheim Franchise Show, the Florida International Gift Expo, Wicks-n-Sticks 1993 Buying Show, the Stereo Liquidation Show, and the Night Club & Bar Show.

14. Examples of political functions that are protected by the First Amendment that have been held at the Center include the University Crisis Pregnancy Center meeting, the Gay Hotline Annual Fundraiser, Clinton for President Fundraiser, Brandon Crisis Pregnancy Center, Remember their Names (Tampa AIDS Network), the Oil Spill Conference, Tampa Organization for Black Affairs and NAACP Homecoming and the Discrimination Seminar.

15. Examples of religious functions that are protected by the First Amendment that have been held at the Center include Ernest Angle Ministries Crusade, the Rev. Leroy Jenkins Crusade, and the Tampa Dianetics Foundation.

16. Tampa permitted Atlantic Show to use the Center November 20-23, 1993 and has permitted other gun shows for the last three years. That show included both commercial and political exhibitors.

17. Examples of political speakers that exhibited at the November 20-21, 1993 exhibit included the National Rifle Association, Florida Rod & Gun Trader, and two book sellers -- Paul Martin and Altamont Williams.

18. Furthermore, the Gun & Knife Show is a gathering place for those who seek to influence the political process. For instance, the National Rifle Association solicits new members at

the show. Information about political actions is shared and political action is encouraged. In fact, during the November 1993 show there were announcements about the Brady Bill and other political activity during the two-day event. Typical examples of the types of political speech that occur during the show are:

- a. The Florida Rod & Gun Trader circulated a list of Florida legislators known to be in favor of gun regulation. Listing each legislator by name, county and district, the circular stated: "Our power is the vote -- and we must vote them out!"
- b. Another circular distributed at one of the shows offered the following message with Senator Dole's Washington, D.C., phone number: "Senator Bob Dole says he will filibuster the assault rifle ban if enough of us call in."
- c. A third circular that was distributed at one Atlantic Show's events gave the addresses of a several Florida congressmen and stated:

It's no secret that legislators don't read their mail, their aides do and get only what their aides want them to see. Listed below are the Congressmen from Florida who voted for the recent Schumer Anti-Firearms Bill in the House. Listed are their home addresses so that when they get mail from concerned constituents, they'll read it...It will make a difference.

A true and correct copy of some of the information is attached hereto as Exhibit B.

19. Examples of commercial speakers that exhibited at that show are included on a list attached hereto as Exhibit C. As the list plainly reveals, many of the exhibitors do not sell firearms at all but knives, scopes, and other consumer goods.

20. These shows are designed for the exchange of commercial and political information and not for the immediate transfer of

firearms from a vendor to a consumer. The mix of a typical show is as follows:

- a. Each show is comprised of gun dealers, individual firearm traders, and sellers of other merchandise, including gun cases, leather goods, clothing, scopes, magazines and books. Only about 50 percent of the exhibitors at the shows sell firearms.
- b. Of those who sell firearms, about 95 percent are registered dealers who are required by law to conduct background checks on any individual who seeks to purchase any type of firearm -- hand guns or long guns (rifles and shot guns). The other five percent are individuals who wish to trade and sell firearms from personal collections.
- c. Upon information and belief, nearly 65 percent of all firearm transactions involve hand guns. For most purchases of these hand guns, there is a three-day waiting period before the purchaser can receive the hand gun. Therefore, these consumers cannot leave the show with the hand guns purchased because of the mandatory waiting periods proscribed by State and Federal law. The only people who could leave the Center with hand guns were those who trade one weapon for another (resulting in no net gain of weapons in the City of Tampa) or those who carry licenses to carry concealed weapons.

21. Tampa Show has never received a single complaint about any violation of federal and state firearms laws or any allegation of misleading or false advertising as a result of any of its shows, including the most recent November 1993 exhibition.

Tampa's Unlawful Restriction
On Political and Commercial Speech

22. On or about November 9, 1993, Atlantic Show spoke with an authorized representative of the Center to discuss booking three new shows on April 14 through 17, 1994; June 2 through 5, 1994; and November 17 through 20, 1994.

23. On that same day, Allison Terrell, the Center's representative, stated those dates would be available for Atlantic Show.^{1/}

24. However in a February 16, 1994 letter, Boyd advised Atlantic Show that the Center would not be available. Boyd explained that the City unilaterally decided it was not in Tampa's best interest to license the Center for a gun show. A true and correct copy of the Boyd letter is attached hereto as Exhibit E.

25. In a March 3, 1994 letter, Atlantic Show asked Mayor Freedman to reconsider. Atlantic Show stated that it has always mounted successful, safe and legal gun shows and it believed it had an agreement with Tampa to do so in April, June and November. Atlantic Show also explained that it had already spent several thousand dollars in advertising and other related expenses for the April show. A true and correct copy of Atlantic Show's March 3, 1994 letter is attached hereto as Exhibit F.

26. On or about March 3, 1994, an article ran in The St. Petersburg Times quoting Mayor Freedman as follows: "We just don't think it's appropriate for [gun shows] to occur in a public facility . . . there is more and more recognition that we need to reduce the number of guns on the street, and I believe that government needs to do whatever it can." A true and correct

^{1/} Notwithstanding the policy of excluding gun shows, the availability of those dates was confirmed in writing on March 22, 1994, attached hereto as Exhibit D.

copy of article from The St. Petersburg Times, 3/3/1994, page 1B is attached hereto as Exhibit G.

27. On or about March 15, 1994, the Tampa City attorney responded to Atlantic Show's March 3, 1994 letter. Tampa stated that "The City has established a policy providing the appropriate uses for one of its owned facilities." According to the March 15 letter, that policy would not include the exhibition of a gun show.^{2/} A true and correct copy of the March 15, 1994 letter is attached hereto as Exhibit H.

28. Despite the Tampa City Attorney's reference to a policy, there is no other written policy that would exclude firearm shows.

29. This discriminatory policy is continuing. On or about February 16, 1994, Boyd sent a letter advising a different group, Southeastern Gun Shows, that the Center was not available for its gun and knife show. Boyd again explained that Tampa had decided it was not in Tampa's best interest to allow this type of event. Boyd did not offer any further logistical or other reason for denying Southeastern Gun Show's request. A true and correct copy of that letter is attached hereto as Exhibit J.

^{2/} The Tampa policy conflicts with Section 790.33, Florida Statutes (1993), which expressly provides that "the Legislature hereby declares that it is occupying the whole field of regulation of firearms and ammunition, including the purchase, sale, transfer, taxation, manufacture, ownership, possession, and transportation thereof, to the exclusion of all existing and future county, city, town, or municipal ordinances or regulations relating thereto."

30. In addition to its request for reinstatement in the March 3, 1994 letter to Mayor Freedman, Atlantic Show through its attorneys has made requests and demands that the Defendants reinstate its schedule. Despite Atlantic Show's requests, Tampa refuses to reinstate Atlantic Show's scheduled gun shows.

31. Time is of the essence. To mount a November 1994 show, Atlantic Show will need between three and four months lead time.

32. The institution of a no-gun-show policy and denying Atlantic Show the use of the Convention Center violates the Constitution and the laws of the United States in the following respects:

a. By denying Atlantic Show's request to use the Center for scheduled knife and gun shows, Tampa has treated Atlantic Show differently on the basis of the content of the speech it seeks to exhibit. The decision to treat Atlantic Show differently from other groups that have applied to use the Center for consumer and trade shows and political speech violates Atlantic Show's fundamental rights under the First Amendment and the Equal Protection Clause of the Fourteenth Amendment.

b. By denying Atlantic Show's requests to use the Center for scheduled knife and gun shows, Tampa has impermissibly regulated speech solely on the basis of content. Specifically, Tampa is denying Atlantic Show's fundamental right to convey non-misleading information.

c. By denying Atlantic Show's requests solely based on the content of its proposed speech, Tampa has and is depriving Atlantic Show of its fundamental right to assemble and to convey core political information on gun control and gun laws protected under the First Amendment.

d. Tampa's intentional and blatant disregard of the formally established state policy establishing the availability of the Center for regional and statewide trade shows, without notice or opportunity to respond to its proposed exclusion, has and is depriving Atlantic Show of its clearly established right to procedural due process under the Fourteenth Amendment.

e. Tampa's abuse of its governmental power and control over the Center by intentionally and discriminatorily denying Atlantic Show's request for use of the Center for the scheduled April 16 through 17, 1994 Gun and Knife Show and similar future shows represents an intentional violation of Atlantic Show's clearly established right to substantive due process rights guaranteed under the First and Fourteenth Amendments.

33. As a result of Tampa's denial of Atlantic Show's exercise of its fundamental rights protected by the Equal Protection Clause, Due Process Clause and First Amendment, Atlantic Show has suffered, is now, and will continue to suffer damages. Some, but not all, of the particular damages are:

- a. Expenses for advertising for the cancelled exhibitions;
- b. Lost revenue for the cancelled gun shows;
- c. Goodwill that has been disrupted by the cancelled gun shows, including but not limited to the break in momentum that is caused by losing the continuity of an established show.

34. Other damage and injury done to the Atlantic Show by reason of being deprived of these rights is continuing and irreparable, for which there is no adequate remedy at law. Any other remedy to which Atlantic Show could be referred would be attended by such uncertainties and delays as to deny substantial relief, cause further irreparable injury, and occasion damage, vexation and continuing inconvenience to Atlantic Show.

COUNT I: EQUAL PROTECTION CLAUSE

35. This is an action pursuant to 42 U.S.C. § 1983.

36. Atlantic Show realleges and incorporate herein by reference paragraphs 1-34 as if set forth in full.

37. In arbitrarily and capriciously denying Atlantic Show's request to use the Center for the scheduled Gun & Knife Shows, the City treated Atlantic Show differently than other persons that applied to use the Center for consumer or trade shows and other persons who have applied to present forums for political speech.

38. The Center's "Mission Statement" and "Booking Policy" expressly state that the Center's primary mission is to showcase trade shows and other events that generate significant economic impact to the City of Tampa and the Hillsborough County community. In accordance with that mission, Defendants have in the past granted access to Atlantic Show and other commercial entities for use in expressing their interest in the sale and promotion of various products and services to consumers within and without the City of Tampa.

39. Tampa denied Atlantic Show's request to use the center in April, June and November 1994, while allowing other commercial entities and political organizations to use the center to promote the sale of various products or services and other types of political speech.

40. Defendants' permission to other commercial entities to use the Center for nonmisleading expression promoting legal commercial transactions and other political gatherings while denying Atlantic Show's application for use of the Center for the same type of event, constituted a discriminatory denial of

Atlantic Show's fundamental rights under the First Amendment and the Equal Protection Clause of the Fourteenth Amendment.

41. As a result of Defendants' discriminatory denial of Atlantic Show's exercise of its fundamental rights under the First Amendment the Equal Protection Clause of the Fourteenth Amendment, Atlantic Show has, is now, and will continue to suffer damages.

42. Wherefore, Atlantic Show respectfully requests that this Court enter a judgment against the Defendants for their use of authority under the color of state law to deprive Atlantic Show of rights guaranteed under the First and Fourteenth Amendments, and to grant the following relief:

a. A permanent injunction prohibiting further enforcement of the policy banning gun shows issued against the City; Defendant Freedman in her official capacity as Mayor of the City of Tampa; and Defendant Boyd in her official capacity;

b. An award of compensatory damages as well as costs against the City of Tampa;

c. An award of attorney's fees and costs against all Defendants pursuant to 42 U.S.C. § 1988;

d. Such other relief that the Court deems necessary and appropriate.

COUNT II: COMMERCIAL SPEECH

43. This is an action pursuant to 42 U.S.C. § 1983.

44. Atlantic Show realleges and incorporates herein paragraphs 1-34 as if set forth in full.

45. Atlantic Show requested permission to use the Center to disseminate information about guns, knives, and related products.

46. Atlantic Show has never been accused of either violating the law or disseminating false or misleading information in any of its Tampa exhibitions.

47. Atlantic Show's promotion, sale, or transfer of guns, knives and related products during the scheduled Gun & Knife Shows would have represented legal commercial transactions under the laws of Florida and the Second Amendment of the United States Constitution.

48. For no reason other than because Tampa disagrees with the content of the speech and seeks to regulate protected commercial speech, Tampa denied Atlantic Show's request for use of the Center stating that the such shows are not an "appropriate" use of the Center under City policy.

49. This is an absolute ban on commercial speech rather than any reasonable time, place and manner restriction.

50. Tampa's denial of Atlantic Show's requests to use the Center for Gun & Knife shows is a content-based regulation which violates Atlantic Show's fundamental right to convey nonmisleading information proposing a legal commercial transaction as protected under the First Amendment.

51. As a result of Tampa's denial of Atlantic Show's exercise of its fundamental rights under the First Amendment, Atlantic Show has suffered, is now, and will continue to suffer damages.

52. The damage and injury done to the Atlantic Show by reason of being deprived of these rights is continuing and irreparable, and there is no adequate remedy at law.

53. Wherefore, Atlantic Show respectfully requests that this Court enter a judgment against Tampa for the use of their authority under the color of state law to deprive Atlantic Show of rights guaranteed under the First and Fourteenth Amendments, and to grant the following relief:

a. A permanent injunction prohibiting further enforcement of the policy banning gun shows issued against the City; Defendant Freedman in her official capacity as Mayor of the City of Tampa; and Defendant Boyd in her official capacity;

b. An award of compensatory damages as well as costs against the City of Tampa;

c. An award of attorney's fees and costs against all Defendants pursuant to 42 U.S.C. § 1988;

d. Such other relief that the Court deems necessary and appropriate.

COUNT III: POLITICAL SPEECH AND ASSEMBLY

54. This is an action pursuant to 42 U.S.C. § 1983.

55. Atlantic Show realleges and incorporates herein paragraphs 1-34 as if set forth in full.

56. Atlantic Show requested permission to use the Center to assemble and discuss issues relating to the protection of Second Amendment rights and related political issues involving the right to bear arms.

57. For no reason other than Tampa disagrees with the content of core political speech and seeks to regulate such protected speech and assembly, Tampa denied Atlantic Show's

request for use of the Center stating that the such shows are not an "appropriate" use of the Center under City policy.

58. Defendants' denial of Atlantic Show's requests to use the Center for the scheduled Gun & Knife shows constituted a denial of Atlantic Show's fundamental right to assemble and discuss political topics in violation of the First Amendment.

59. As a result of Tampa's denial of Atlantic Show's exercise of its fundamental rights under the First Amendment, Atlantic Show has suffered, is now, and will continue to suffer damages.

60. The damage and injury done to the Atlantic Show by reason of being deprived of these rights is continuing and irreparable, and there is no adequate remedy at law.

61. Wherefore, Atlantic Show respectfully requests that this Court enter a judgment against Tampa for the use of their authority under the color of state law to deprive Atlantic Show of rights guaranteed under the First and Fourteenth Amendments, and to grant the following relief:

a. A permanent injunction prohibiting further enforcement of the policy banning gun shows issued against the City; Defendant Freedman in her official capacity as Mayor of the City of Tampa; and Defendant Boyd in her official capacity;

b. An award of compensatory damages as well as costs against the City of Tampa;

c. An award of attorney's fees and costs against all Defendants pursuant to 42 U.S.C. § 1988;

d. Such other relief that the Court deems necessary and appropriate.

COUNT IV: PROCEDURAL DUE PROCESS

62. This is an action pursuant to 42 U.S.C. § 1983.

63. Atlantic Show realleges and incorporate herein by reference paragraphs 1-34 as if set forth here above.

64. The Center's "Mission Statement" and "Booking Policy," having been formally approved by Tampa, constitute formally established state policy and procedure. That state policy provided that Tampa must make the Center primarily availability to regional and statewide trade shows that generate a significant economic impact to the City of Tampa and Hillsborough County community.

65. Based on the clear state policy and procedure in the "Mission Statement" and "Booking Policy" of the Center, and based on Tampa's tentative scheduling of the April, June and November shows, Atlantic Show had a determinable liberty and/or property interest in being licensed to use the Center for the Gun & Knife Shows.

66. Tampa's arbitrary, capricious and discriminatory denial of Atlantic Show's request for use of the Center for the scheduled shows was an intentional act in blatant disregard of the formally established state policy contained in the "Mission Statement" and "Booking Policy."

67. Tampa did not provide Atlantic Show any prior notice of Defendants' decision to exclude the Gun & Knife Shows from the Center.

68. In addition, Tampa did not give Atlantic Show an opportunity to respond to any proposed exclusion of its shows from the Center.

69. Tampa's intentional and blatant disregard of the formally established state policy and procedure establishing the availability of the Center for regional and statewide trade shows, without notice or opportunity to respond to its proposed exclusion, deprived Atlantic Show of its clearly established right to procedural due process under the Fourteenth Amendment.

70. As a result of Tampa's infringement of Atlantic Show's exercise of its procedural due process rights under the Fourteenth Amendment, Atlantic Show has, is now, and will continue to suffer damages.

71. Wherefore, Atlantic Show respectfully requests that this Court enter a judgment against the Defendants for their use of authority under the color of state law to deprive Atlantic Show of rights guaranteed under the First and Fourteenth Amendments, and to grant the following relief:

a. A permanent injunction prohibiting further arbitrary and capricious denials of applications for the use of the Center issued against the City; Defendant Freedman in her official capacity as Mayor of the City of Tampa; and Defendant Boyd in her official capacity;

b. An award of compensatory damages as well as costs against the City of Tampa;

c. An award of attorney's fees and costs against all Defendants pursuant to 42 U.S.C. § 1988;

d. Such other relief that the Court deems necessary and appropriate.

COUNT V: DECLARATORY JUDGMENT

72. Atlantic Show realleges and incorporate herein by reference paragraphs 1-34 as if set forth here in full.

73. Section 790.33, Florida Statutes (1993), prohibits Tampa from regulating firearms and ammunition. It expressly states:

The Legislature hereby declares that it is occupying the whole field of regulation of firearms and ammunition, including the purchase, sale, transfer, taxation, manufacture, ownership, possession and transportation thereof, to the exclusion of all existing and future county, city, town or municipal ordinances or regulations relating thereto.

74. The Florida Legislature has not enacted any law prohibiting the purchase, sale, or transfer of guns during a trade show such as that scheduled by Atlantic Show in April, June or November 1994.

75. Tampa's policy of prohibiting the use of the Center for firearms exhibitions constitutes a direct and express regulation against the sale and transfer of firearms in the City of Tampa and constitutes an ordinance in direct conflict with Section 790.33.

WHEREFORE, ATLANTIC SHOWS respectfully request that this Court take the following actions:

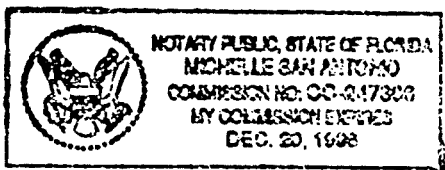
- a. Declare Tampa's no gun show policy unenforceable and in violation of Section 790.33.
- b. Award costs, attorney's fees and other relief this Court deems appropriate.

VERIFICATION

STATE OF FLORIDA

COUNTY OF BROWARD

Before me the undersigned Notary Public personally appeared Robert Smith, the Managing Director of Atlantic Show Promotions, Inc., who has read the foregoing Verified Complaint, knows the facts alleged therein to be true and correct to the best of his own personal knowledge and has signed same for the purpose of verification.



Michelle San Antonio
Notary Public
State of Florida

CC-247306
Commission No.

My Commission expires:
12/20/96

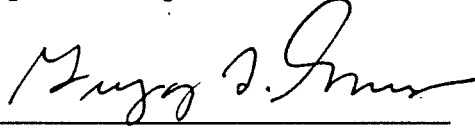
Respectfully submitted,

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TAMPA CONVENTION CENTER

MISSION STATEMENT

The mission of the Tampa Convention Center is to be an economic catalyst for the City of Tampa. The Center is primarily designed to administer to and showcase international, national, regional and statewide conventions, tradeshow and meetings that generate significant economic impact to the City of Tampa and Hillsborough County community.

The secondary purpose of the Tampa Convention Center is to administer to the cultural and social needs of the region and local community, by accommodating regional/local tradeshow, special events and entertainment functions.

The facility also serves to promote business and enhance the quality of life for the community by being available as a venue for community functions and meetings.

The Tampa Convention Center is owned and operated by the City of Tampa.

EXHIBIT

A

Rev. 6/93

BOOKING POLICY

The responsibility to market, promote and sell the Tampa Convention Center (TCC) is through the joint effort of the building management and the Tampa/Hillsborough Convention and Visitors Association (THCVA).

The THCVA is responsible for booking events eighteen (18) months and beyond while the TCC management books events eighteen (18) months and under.

To achieve this responsibility, the TCC management has primary control of the booking calendar. The THCVA has access to viewing the calendar through a computer link-up.

When booking TCC, primary considerations are as follows:

1. Total number of hotel room nights;
2. Percentage of space to be utilized in the Convention Center;
3. Projected revenues to the Convention Center (space rental, food and beverage and other building services);
4. Time of year requested for dates;
5. Potential for repeat bookings; and
6. Projected overall impact on the City.

The ranking order and priority of events to be booked into the facility are as follows:

First Priority Bookings - First priority for scheduling will be given to conventions/trade shows which are national, regional, state or corporate meetings which are not normally open to the general public and would have a significant impact on the City. These events may be contracted with no time constraint.

Second Priority Bookings - Second priority for scheduling is available to public shows, local corporate meetings and special events. These events may be contracted at a maximum of one year out. However, large public exhibitions held on an annual basis may, at the discretion of the Director, make long-range confirmed commitments, subject to revision to accommodate first priority events.

Third Priority Bookings - Third priority for scheduling is available to local business meetings, banquets, entertainment events and other activities which essentially draw from or appeal to the general public and/or local attendees. These events may be contracted at a maximum of six months out. Exception: Events held during the holiday season may be contracted up to a year prior to the event.

Subject to the priorities set forth above, TCC may exercise its discretion as to the issuance, modification or termination of scheduling commitments.

It is the responsibility of the TOC management to operate the facility in a sound business manner in an effort to maximize both economic benefit and financial stability of the building. Thus, TOC management reserves the right to promote, solicit, develop and make reservations for any activity that meets the facility's objectives, and to qualify all activities requesting space at the Tampa Convention Center.

Protection Clauses

Consumer public trade shows, at the discretion of the Director, may be protected forty-five (45) days before and after their scheduled event in the building from competing or similar shows. These shows are defined as ones that have at least twenty percent (20%) of exhibitor areas similar in nature and scope. The protection parameters may be allowed minimum fluctuation if deemed necessary by the Director.

VOTE 'EM OUT!

(Post, Duplicate & Circulate)

The below listed Florida legislators are **KNOWN ANTI-GUNNERS** who are UP FOR RE-ELECTION This Year. *Our power is in the vote -- and we must vote them out!*

Vote 'Em Out Targets

<u>NAME</u>	<u>DISTRICT</u>	<u>COUNTY</u>
Eladio-Armiesto-Garcia	H 117	Dade
Willye F. Dennis	H 15	Duval
Steven Feren	H 98	Broward
Carol Hanson	H 87	Palm Beach
RON KLEIN	H 89	Palm Beach
Elvin L. Martinez	H 58	Hillsborough
Mimi K. McAndrews	H 85	Palm Beach
Debbie W. Schultz	H 97	Broward
Tracy Stafford	H 92	Broward
Ken Jenne	S 29	Broward, Collier
		Hendry, Palm Beach
Robert Wexler	S 28	Broward, Palm Beach
HOWARD FORMAN	S 32	Broward, Dade
RON SILVER	S 38	Dade
Ginny Brown-Waite	S 10	Hernando, Pasco
		Polk, Sumter

-B-

SENATOR ⁸⁰⁸ DOLE

SAYS HE WILL
FILIBUSTER THE
ASSAULT RIFLE
BAN IF ENOUGH
OF US CALL IN

PH. 202+ 224-6521

141 HART SENATE OFFICE
WASHINGTON, D.C. 20510

WRITE NOW!!!

It's no secret that legislators don't read their mail, their aides do and they get only what their aides want them to see. Listed below are the Congressmen from Florida who voted for the recent Schumer Anti-Firearms Bill in the House. Listed are their home addresses so that when they get mail from concerned constituents, they'll read it. Make copies and make sure every one of your customers get one. It will make a difference.

Congressman Corrine Brown 274 Tallulah Ave. Jacksonville, FL 32208

Congressman Bill Young Box 1994 Indian Rocks Beach, FL 33731

Congressman Sam Gibbons 940 S. Sterling Ave. Tampa, FL 33629

Congressman Dan Miller 7806 Seville Circle Bradenton, FL 34209

Congressman Carrie Meek 6830 NW 28th Ave Miami, FL 33147

Congressman Ileana Ros-Lehtinen Box 52-2784 Miami, FL 33152

Congressman Harry Johnston 132 Miramar Way West Palm Beach, FL 33405

Congressman Peter Deutsch 4930 NW 65th Ave. Lauderhill, FL 33319

Congressman E. Clay Shaw 700 Coral Way Ft. Lauderdale, FL 33301

Congressman Alcee Hastings Box 9352 Ft. Lauderdale, FL 33310



TAMPA CONVENTION CENTER
 GUN SHOW
 November 20 & 21, 1993

LIST OF EXHIBITORS

TYPE OF PRODUCTS

A & B DOW	904 583-2889	Guns
WEAPONS UNLIMITED	407 898-1115	Guns
AL'S BULLETS		Ammo
BILL ALBANS	813 863-3911	Guns
AMERICAN MARKETING	813 393-9924	?
JOE BEAI	813 299-4699	Rubber Band Guns
ED BASIL	813 763-1582	Guns & Parts
JEFF CARLSON	813-485-3141	Guns
COASTAL SECURITY	407 642-4226	Pepper Sprays
CIE	704 821-4679	Guns & Parts
FRAN CLARK	904 542-7133	Ammo
LARRY COHEN	813 755-3588	Knives
COLIN COX	407 889-7887	Knives
BOB COY	407 692 1958	Guns
KENNETH DILLON	813 949-9608	?
CORONADO LEATHER	407 750-3202	Fanny Packs
DUBERT ENT.	904 379-8789	Scopes
BRADFORD EMBRY	813 752-8143	Knives
CHUCK FERNETTE	813 286-1049	Antique Guns
FELCO TRADING		Guns & Jewelry
JOHN GLANDON	813 786-5559	Blow Guns
GERMAN SALES CORP.	305 256-0974	WW II Guns
DONN GALLAHUE	813 844-7769	?
ROGER GAMBLE	813 384-1470	Knives
HAFNERS	904 755-6481	Cases
MARKSMAN SUPPLY	407 629-2264	Ammo (maybe guns)
BOB HERBERT	813 885-4126	Guns
JV ASSOCIATES	813 571-1192	Guns
J'S GUN & PAWN		Guns
KNIGHT TACTICS	904 672-7582	Scopes/Night Vision
SAFETY HARBOR FIREARMS	813 725-4700	Guns
CHUCK LaPROVA	813 393-3173	Rifles
T & S GUN & PAWN	813 247-3020	Guns
CARL LaSALLA	305 242-0245	Guns
JOHN LONG	904 637-3923	Guns
JOHN LINDSEY, SR.	813 397-5118	Guns
PAUL MARTIN	813 949-9134	Books

2532 N.E. 9th Street • Fort Lauderdale, FL 33304 • (305) 568-5290

ADRIAN PICKETT	904 472-4876	Guns
PEPPER PUNCH	904 253-7226	Pepper Spray
PIGEON'S GUNS	813 876-0134	Guns
M.P. FIREARMS	813 251-8026	Guns
GEORGE PHILLIPS	407 671-9526	Indian Jewelry
S.O.S.	305 923-4003	Pepper Spray
BRAD SEAGER	904 496-1948	Ammo
SURVIVAL STORE	904 347-0475	Guns
FRED SHOMER	813 467-9052	<i>Hoisters</i>
JEFF STANLEY		Gun Parts
DWAYNE STRICKLAND	813 763-4978	Guns
TIM SMITH	813 537-9156	?
ROBERT SOMOZA	813 654-8650	Guns
CHARLIE SCANNAPIECO		Knives
WILLIAM TSONPANIDIS	813 844-3083	?
LOU TIJERINA	813 541-7407	<i>Antique Guns</i>
MIKE THOMAS	904 724-5260	Guns
TAKE AIM	813 934-9675	Guns
JOHN UNDERWOOD	407 695-7558	Knives
UNIVERSITY GUN & PAWN	813 972-3484	Guns
ALTAMONT WILLIAMS	912 693-6411	Books
WAYNE WEGMAN	813 584-6509	Night Vision
BOB WHITNEY	407 695-4022	Guns
STARR WEIKERT	813 644-6677	Leather Purses
JIM WILLIS	813 644-3205	?
WORLD OF WEAPONS	904 739-3438	Blow Guns
GREEN HORNET	305 983-7720	Guns
KEN WILLIAMSEN	904 255-8557	?
BILL WILLOUGHBY	904 688-2349	Guns



TAMPA CONVENTION CENTER

M E M O R A N D U M

TO: Bob Smith, Atlantic Show Promotions
FROM: Allison A. Terrell, Account Executive AT
Tampa Convention Center
SUBJECT: Gun and Knife Show
DATE: March 22, 1994

Per our conversation on March 16, 1994, I am sending you a list of the dates we have discussed for the Atlantic Show Promotions Gun & Knife Show.

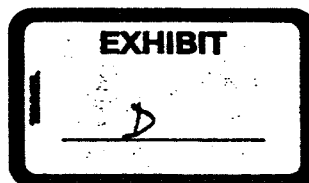
April 14 through 17, 1994
June 2 through 5, 1994
November 17 through 20, 1994

These dates are tentatively reserved for your event pending agreement between the City of Tampa and Atlantic Show Promotions. As there has been no contract issued for any of these dates, they are considered to be a tentative hold only.

Please call me at (813) 274-7774 if you have any other questions or need more information.

c: Tony Delgado, Manager of Marketing

(AAT:dr-gun.aat)





TAMPA CONVENTION CENTER

February 16, 1994

Mr. Bob Smith
Atlantic Show Promotions
2532 NE 9th Street
Ft. Lauderdale, Florida 33304

Re: Proposed Gun and Knife Show
Tampa Convention Center

Dear Mr. Smith:

Thank you for your interest in utilizing the Tampa Convention Center for your upcoming Gun and Knife Show. Unfortunately, I must decline your request because the City, as the landlord of this facility, has determined that it is not in the City's best interest to license its facility for this type of event.

Sincerely,

Wilhemina Y. Boyd, Director
Tampa Convention Center

WYB:mjd
AFM-03.011

c: Joseph Abrahams, Administrator
File





March 3, 1994

Mayor Sandra Freedman
306 E. Jackson Street
Tampa, FL 33602

Mayor Freedman:

Atlantic Show Promotions, Inc. contracted and put on a very successful, safe, and legal gun show at the Tampa Convention Center in November of last year.

We had a clear agreement and understanding with the Convention Center to put on another gun show on April 16 & 17, 1994, and again in June and November of 1994. We have been in anticipation of our April contract since our last show and have expended several thousand dollars in advertising and other related expenses for this next show. We were surprised to find out that the City has chosen to ban gun shows in city-owned facilities as a means of firearms regulation.

In my initial discussion on this issue, I informed the City Attorney, Mr. Sam Hamilton, that the City is in violation of Florida State Statute 790.33 (the Uniform Firearms Act). The statute clearly prohibits any city or county government in Florida from enacting any ordinances or regulations relating to the purchase, sale, transfer, taxation, manufacture, ownership, possession, and transportation of firearms and ammunition as a method of regulation.

The statute further states "It is the intent of this act to provide uniform firearms laws in the state; and to declare all ordinances and regulations null and void which have been enacted by any jurisdiction other than state and federal, which regulate firearms, ammunition or components thereof; and to prohibit the enactment of any future ordinances or regulations relating to firearms, ammunition, or components thereof unless specifically authorized by this act or general law: and to require local jurisdictions to enforce state firearms laws."

EXHIBIT

F

2532 N.E. 9th Street

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- 2 -

Mayor, gun shows do not contribute to the Tampa crime problem. The legal ownership of firearms for protection and sport should not be equated to the less than 1% of the firearms in America that are used by criminals.

We respectfully request the City reinstate our schedule of shows at the Tampa Convention Center.

Sincerely,
ATLANTIC SHOW PROMOTIONS, INC.



Robert Smith

ST. Pete Times 2/2/94

Tampa rebuffs gun shows

■ Officials say they worry about the message it sends when the city profits from weapon sales at exhibitions on city property.

By RICHARD DANIELSON
Times Staff Writer

TAMPA — In an effort to curb local sales of guns, Tampa officials have banned gun shows on city property and recently turned down two promoters who wanted to hold gun and knife shows at the Tampa Convention Center.

"I think we're sending a very mixed message if we host these gun shows and make a profit while trying to reduce the sale of guns on the street," Mayor Sandy Freedman said Wednesday.

Freedman said city officials had discussed a ban "for a long time" and decided to proceed last month because they had no "locked-in" contracts for gun shows.

Tampa's prohibition is the latest by Florida city officials who want to curb the sale of firearms on municipal property.

The city has allowed gun shows at the convention center in the past, but records on the number of shows and the revenue they generate were not available Wednesday.

"We just don't think it's appropriate for that to occur in a public facility," Freedman said. "There is more and more recognition that we need to reduce the number of guns on the street, and I believe that government needs to do what-ever it can."

The city's ban surprised and angered one promoter who asked to use the convention center for a gun show.

Gun

from 18

away the rights of people to go to gun shows," said Bill Tsompanidis, vice president, secretary and treasurer of Southeastern Gun Shows Inc. "They're looking at a major lawsuit."

In a series of stories on junk ceased gun sales last year, the Times reported that gun shows often attract private "collectors" who sell a wide variety of guns, with no questions asked.

Federal law does not require people selling guns from their personal collections to have a license to sell firearms. Collectors also do not have to conduct background checks or impose waiting limits on those who buy.

Consequently, gun shows featuring collectors alongside federally licensed dealers offer felons and others fast, easy access to guns

that include new, in-the-box, high-powered firearms as well as antiques and collector's items. Tsompanidis said his company allows only federally licensed dealers at its shows.

"We don't deal with that nonsense, and we don't even want to be associated with those collectors shows because it's ridiculous," he said.

Southeastern Gun Shows is based in Pasco County, but the company's correspondence with the city used the return address of a Tampa business — Submarine Gyro Town, an all-night sandwich shop on W Kennedy Boulevard.

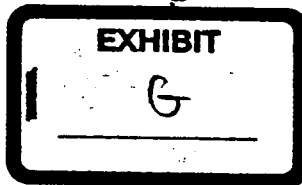
Tsompanidis' business partner in Southeastern Gun Shows, Pete Papadatos, owns Gyro Town. Papadatos, who occasionally works at the shop, said he used that address because it would be easier to handle paperwork with

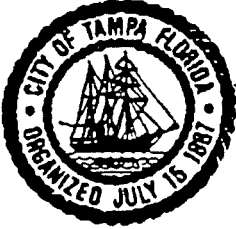
the city.

Tampa sent Southeastern Gun Shows and a Port Landerdale gun show promoter rejection letters Feb. 15, two days after the Clearwater City Council voted to stop renting city buildings for gun shows.

Last month, the Florida State Fair Authority considered changing the way it handles gun shows at Florida Expo Park, but "in essence, the policy hasn't changed," authority president Steve Eckerson said.

Florida Expo Park will continue to host gun shows, but Eckerson said only federally licensed dealers and collectors with a federal permit to sell " relics " defined as being guns of a certain age, will be allowed in the shows. "They've got to have a permit," he said. "We check each one."





CITY OF TAMPA

Sandra W. Freedman, Mayor

Office of the City Attorney

Pamela K. Akin
City Attorney

March 15, 1994

Mr. Robert Smith
Atlantic Show Promotions, Inc.
2532 N. E. 9th Street
Fort Lauderdale, FL 33304

RE: Proposed Gun Show - Tampa Convention Center

Dear Mr. Smith:

On behalf of Mayor Freedman, I am responding to your March 3, 1994 letter regarding the captioned matter.

As indicated in your letter, Section 790.33 of the Florida Statutes generally prohibits a municipality from regulating firearms and ammunition. However, by prohibiting the use of the Tampa Convention Center for gun shows, the City of Tampa is not regulating firearms or ammunition. Contrarily, the City has established a policy providing the appropriate uses for one of its owned facilities. Consequently, such policy does not attempt to regulate firearms or ammunition and is therefore not in violation of Section 790.33 of the Florida Statutes.

You also indicate that Atlantic Show Promotions, Inc. "had a clear agreement and understanding with the Convention Center to put on another gun show April 16 and 17, 1994 and again in June and November of 1994." Tampa Convention Center management informed me that Atlantic did not book such dates on a preliminary basis for its gun show, nor did it execute a license contract. Accordingly,

EXHIBIT

H.



5th Floor - City Hall • 315 East Kennedy Blvd. • Tampa, Florida 33602 • 813/223-8996

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absent an executed license contract for use of the Tampa Convention Center, the City of Tampa is not obligated to license the use of the facility to Atlantic Show Promotions, Inc.

Please advise if you have any further questions regarding this matter.

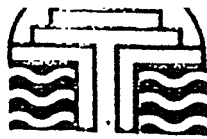
Sincerely,



Pamela K. Akin
City Attorney

PKA/SSH:hp
wpcenter.ssh

cc: Sandra W. Freedman, Mayor
Joseph Abrahams, Administrator, Parks, Recreation & Cultural Services
Wilhemina Boyd, Director, Tampa Convention Center
Samuel S. Hamilton, Assistant City Attorney



TAMPA CONVENTION CENTER

February 16, 1994

Ms. Marina Papdatos
Southeastern Gun Shows
1416 W. Kennedy Boulevard
Tampa, Florida 33606

Re: Proposed Gun and Knife Show
Tampa Convention Center

Dear Ms. Papdatos:

Thank you for your interest in utilizing the Tampa Convention Center for your upcoming Gun and Knife Show. Unfortunately, I must decline your request because the City, as the landlord of this facility, has determined that it is not in the City's best interest to license its facility for this type of event.

Sincerely,

Wilhemina Y. Boyd, Director
Tampa Convention Center

WYB:mjd
AFM-03.011

c: Joseph Abrahams, Administrator
File

