

1645 Willow Street, Suite 150
San Jose, California 95125
E-Mail: Don@DKLawOffice.com
Phone: 408/264-8489
Fax: 408/264-8487
RECEIVED
MOLLY C. DWYER, CLERK
U.S. COURT OF APPEALS

JAN 26 2009

January 20, 2009

Via: Courier

FILED _____
DOCKETED _____
DATE INITIAL

U.S. Court of Appeals for the Ninth Circuit
95 7th Street
San Francisco, California 94103-1526

Re: Nordyke, et al., v. King, et al., Case No.: 07-15763
Pending Case – Argued and Submitted January 15, 2009
Panel: Arthur L. Alarcon, Diarmuid F. O'Scannlain and
Ronald M. Gould

Your Honors:

This letter has two purposes: (1) To correct a potentially misleading statement of law made by the Appellees during their oral argument presentation, and (2) to correct a misapprehension of fact that the Court may have so as to avoid a petition for rehearing. [FRAP 40(a)(2)]

In the alternative to the clarifications offered by this letter, Appellants' are ready, willing and able to present formal supplemental briefing if so directed by the Court.

1. A potentially misleading (though probably inadvertent) statement of law was made by Appellees' Counsel.
 - a. At approximately 23 minutes and 25 seconds into oral argument, the Court inquires if gun sales (albeit without guns actually present) can take place at the fairgrounds.
 - b. At approximately 24 minutes and 24 seconds, counsel for appellees argues that the sale can be consummated and the gun viewed off of government property.

- i. This would appear to run afoul of California Penal Code § 12071.1(p) which requires gun show promoters to post a sign in the parking lot of all shows that states: “The transfer of firearms on the parking lot of this facility is a crime.”
 - ii. To the extent that the “off-site” consummation of the sale takes place in the gun show parking lot, it is illegal. To the extent that the buyer and seller must travel to consummate the sale means that the right to continue to “buy and sell” guns on county property is an empty gesture.
 - iii. This code section was not cited in any of the briefs before this court, but is relevant to the issue of the County’s specious position that gun sales (and shows) can take place without guns actually present.
2. No less than seven (7) times during oral argument, the issue of gun shows qualifying under exception #4 of the ordinance was raised, implying that the Nordykes had voluntarily declined to hold a gun show under that exception by refusing to submit “a written plan.” [4:34, 5:55, 22:21, 22:41, 25:05, 25:38, 40:47]
 - a. The following facts are part of the record set forth in the Joint Statement of Undisputed Fact (JSUF) [ER: Vol. III, Tab 12, page: 0438 - 0456] Attached herein are the source documents supporting those facts.
 - i. JSUF # 12 refers to a July 26, 1999, letter generated by plaintiff/appellants’ counsel to Alameda County Counsel requesting clarification of how the ordinance would apply to gun shows. **County Counsel did not respond to this letter.** See Attachment #1
 - ii. JSUF # 14 refers to an August 23, 1999, letter from County Counsel to the Alameda County Fairgrounds Manager providing notice of, and an interpretation of, the ordinance stating that firearms may not be displayed on the premises. See Attachment #2

- iii. JSUF # 15 refers to a September 7, 1999, letter from the Alameda County Fairgrounds to the Nordykes requesting a written plan for conducting a gun show in compliance with the Alameda ordinance. See Attachment #3.
- iv. JSUF #18 refers to a September 16, 1999, letter from plaintiff/appellants' counsel to Alameda County Counsel seeking to avoid litigation and/or mitigate damages. Please note that this letter memorializes the fact that County Counsel did not respond to plaintiffs' July 26, 1999 letter. **County Counsel did not respond to this letter.** See Attachment #4.
- v. JSUF #20 refers to a September 20, 1999, letter from the Alameda County Counsel to the Alameda Board of Supervisors recommending changes to the ordinance (which now includes exception #4), but also relating that the ordinance makes no substantive changes to the ordinance even as he acknowledges service of the complaint in this law suit. See Attachment #5.
- vi. JSUF #21 refers to a September 24, 1999, letter from plaintiff/appellants' counsel to Alameda County Counsel still seeking to avoid litigation and/or mitigate damages. Please note that this letter memorializes the fact that County Counsel did not respond to plaintiffs' letter of September 16, 1999. **In fact, Alameda County Counsel never responded to this entire series of letters.** See Attachment #6.
- vii. JSUF # 26 refers to an October 20, 1999, letter from plaintiff/appellants' counsel to the Fairgrounds' Manager requesting authority for the manager's demand for a written plan, while making assurances that the Nordykes fully intended to comply with all contractual and statutory legal obligations. See Attachment #7.

- viii. JSUF #30 refers to a January 5, 2000, letter from the Fairgrounds' Manager releasing all gun show dates and refunding the Nordykes' deposit because they could not submit a plan for holding a gun show in compliance with an ordinance that precludes the possession of firearms on County property. See Attachment #8.
- b. These attempts to avoid litigation by the plaintiffs, coupled with the undisputed facts set forth below, should put to rest the bizarre notion that the Nordykes opted out of holding gun shows in compliance with exception #4 of the ordinance by not submitting "a written plan."
- c. The county is now engaged in sophistry and hyperbole in a late attempt to avoid liability in this case. Our promise to comply with our contract and all local, state and federal laws was offered and apparently rejected by the County during the initial stages of this litigation. Not once in this litigation has the County ever suggested any other interpretation of their ordinance than the one requiring gun shows without guns. We still maintain our position that gun-less gun shows are an oxymoron.
 - i. County Counsel's office is authorized to interpret the ordinance; [JSUF # 88] along with the reasonable inference that it is county counsel's interpretation of the ordinance that the fairground's manager and the Nordykes relied upon. [i.e., no guns at gun shows.]
 - ii. The Fairgrounds' Manger is not authorized to grant exceptions to the ordinance and referred all questions about interpretation of the ordinance to County Counsel and the Sheriff. [JSUF # 89, 90]
 - iii. At Plaintiffs' gun shows, a firearm must be physically present to conduct a sale to insure proper serial number, make and model documentation for a legal sale to take place. [JSUF # 38]

- iv. The Scottish Games have never been required to submit a “written plan” to bring guns on to county property. [JSUF # 31]
- v. The ordinance still prohibits the possession of firearms on County property. [JSUF # 23]
- vi. The County has admitted that Nordykes’ gun shows have complied with all federal laws and the California Gun Show Enforcement Act of 2000 [JSUF # 43, 44, 49 thru 57 and 85], including provisions in that state law requiring:
 - (1) that all guns be “secured” at gun shows and
 - (2) the provisions that the gun show promoters submit written security plans (to the California Department of Justice) as part of their compliance with California Penal Code §§ 12071.1 and 12071.4.

As noted above, Appellants stand ready, willing and able to conduct formal briefing on this matter if the Court so orders.

Respectfully Submitted,

A handwritten signature in black ink, appearing to read 'Donald Kilmer', with a stylized flourish at the end.

Donald Kilmer
Attorney for Appellants

PROOF OF SERVICE

CASE NAME: *Nordyke v. King*

CASE NO.: Court of Appeals: 07-15763 / District Court: CV-99-04389 MJJ

I, David Speakman, declare that I am employed in the City of San Jose, County of Santa Clara, State of California. I am over the age of 18 years and not a party to this action; my business address is: 1645 Willow Street, Suite 150; San Jose, California 95125.

On January 23, 2009, I served a copy of the five (5) page letter, along with the twenty-one (21) page attachment that this proof of service is attached to (for a total of twenty-seven (27) pages including this proof of service) on the following interested party(s) in this action:


Richard E. Winnie
County Counsel
333 Hegenberger, Suite 400
Oakland, CA 94621

T. Peter Pierce
RICHARDS, WATSON & GERSHON
355 South Grand Avenue, 40th Floor
Los Angeles, CA 90071-3101

VIA: U.S. MAIL

[XX] By placing a true copy thereof enclosed in a sealed envelope(s), addressed as stated above, and placing each for collection and mailing on the dated following ordinary business practices. I am readily familiar with my firm's business practice of collection and processing of correspondence for mailing with the United States Postal Service and correspondence placed for collection and mailing would be deposited with the United States Postal Service at San Jose, California, with postage thereon fully prepaid, that same day in the ordinary course of business.

I declare under penalty of perjury, under the laws of the United States and the State of California, that the foregoing is true and correct and that this declaration was executed on January 23, 2009, at San Jose, California.



David Speakman

Attorney At Law

Defending Life, Liberty and Property

FAYED

1261 Lincoln Avenue • Suite 108
San Jose, California 95125
Telephone (408) 998-8489
Facsimile (408) 998-8487
dejkilmer@aol.com

July 26, 1999

Via: U.S. Mail and Facsimile (510) 272-5020

Richard Winnie, Esq.
Alameda County Council
1221 Oak Street, Suite 463
Oakland, California 94612-4296

Re: Proposed Ordinance Banning Gun Shows on County Property

Dear Mr. Winnie:

My firm has been retained by the Nordykes – the Promoters of TS Trade Shows – to advise and represent them regarding the County of Alameda's consideration of an ordinance that will substantially affect their rights and business interests.

I have in my possession a draft of an Ordinance for the County of Alameda designated as: 9.12.120 – Possession of Firearms on County Property Prohibited. As you may be aware, my clients often host several gun shows per year at the Alameda County Fairgrounds. My first inquiry is whether or not the Fairgrounds is the property of the County of Alameda.

My second inquiry is whether this ordinance is directed only to the possession of firearms as weapons and therefore implicitly exempts the possession of firearms for innocent purposes; for example, for sale or display at gun shows?

This leads to my third inquiry: Whether this ordinance will forbid the Fairgrounds managers from entering into contracts for gun shows with my clients or any other gun show promoter. Furthermore, if this ordinance does not forbid gun shows on County property, and there is to be no exemption made for gunshows – what provisions will the contract between the Fairgrounds and Gun Show Promoters contain to address this issue? For example: Will any contract between promoters and the Fairgrounds regarding gun shows contain a contract clause forbidding guns and gun sales at gun shows?

I am sure that you have already personally researched the legal issues that this new ordinance will raise. I am equally sure – based upon your statements to the press – that we will strongly disagree on the legal conclusions to be drawn from that research. I had virtually the same disagreements with County Counsel in the Santa Clara Gun Show Case.

What is not in disagreement are the costs of trying to implement public policy through litigation. At the risk of helping an adversary, permit me to point out one practical advantage that you and your clients have over the defendants in the Santa Clara Suit – you have an opportunity to prepare a litigation budget. Along with whatever legal conclusions you have drawn and passed on to your clients, I hope you have also advised them that the taxpayers of Santa Clara County paid close to \$200,000 in attorneys fees and costs to the prevailing party – the Nordykes. Santa Clara County also paid an undisclosed sum to an outside law firm to defend them. I suggest you contact Santa Clara County Counsel for the full financial details on the costs to that County.

Additionally, my co-counsel in this case, Chuck Michel and Don B. Kates have recently concluded a case against West Hollywood regarding their Saturday Night Special Ban. It has been reported that West Hollywood spent more than \$500,000 on a lawsuit that they actually won. This in fact may be the more accurate figure that you can disclose to your clients regarding your litigation budget.

I hope that you are not taking litigation advice from Legal Community Against Violence. Apparently, the Santa Clara County Board of Supervisors relied upon a promise by LCAV to provide legal and financial assistance when the Board voted to ban gun shows in Santa Clara County. When the suit was eventually filed and won by the Nordykes, LCAV provided no financial assistance to help defray the costs to Santa Clara County of defending that suit. The taxpayers of Santa Clara County paid for the Nordykes attorneys and the outside law firm that was contracted to defend the County in Nordyke v. Santa Clara County.

The press release by Supervisor Mary King refers to misconduct with a firearm at last year's Fourth of July celebration at the Alameda County Fair. Perhaps your client would benefit from the knowledge that State law already regulates and proscribes the unlawful carrying of a concealed and loaded weapons in public. Just what measure of safety a County Ordinance would add to that is a little hard to understand. Since no County ordinance would have prevented what is already illegal under State law, the question then becomes: Is this ordinance worth all the money that will go to the lawyers in the final analysis?

If your clients are amenable to discussing a resolution of these issues short of litigation, then I offer any reasonable accommodation that my office can make that will avoid that cost. Perhaps then your \$500,000 litigation budget could be spent on more worthwhile County programs that will benefit all of the residents of your fine County.

Cordially,



Donald E. J. Kilmer, Jr.
Law Offices of Donald Kilmer
Representing Russ and Sally Nordyke

DK/tt

cc: Client

Law Offices of Donald Kilmer

1261 Lincoln Avenue
Suite 108

San Jose, CA 95125-3030
408/998-8489
Fax: 408/998-8487

FAX COVER SHEET

FAX NUMBER TRANSMITTED TO: (510) 272-5020

To: RICHARD Winnie, ESQ
Of: ALAMEDA County Counsel
From: Law Offices of Donald Kilmer
Client/Matter: HORDYKE V. ALAMEDA
Date: 7/26/99

DOCUMENTS	NUMBER OF PAGES*
Letter	2

COMMENTS:

☐ Original will not follow.

☐ Please respond by _____.

☐ Confidential.

FAXED
DK

7/26/99

6:00pm

* NOT COUNTING COVER SHEET. IF YOU DO NOT RECEIVE ALL PAGES, PLEASE TELEPHONE US
IMMEDIATELY AT 408/998-8489.



COUNTY COUNSEL

1221 Oak Street, Suite 463, Oakland, California 94612-4296
Telephone (510) 272-6700 Fax (510) 272-5020

RICHARD E. WINNIE
COUNTY COUNSEL

August 23, 1999

Richard K. Pickering, General Manager
Alameda County Fair
4501 Pleasanton Avenue
Pleasanton, California 94566

Re: Gun Shows; Ordinance Prohibiting the Possession of Firearms on County Property;
Ordinance No. O-2000-11

Dear Mr. Pickering

As you know the Alameda County Board of Supervisors adopted the above referenced ordinance on July 27, 1999 and completed its second reading on August 17, 1999. A copy of the ordinance is attached for your convenience.

The ordinance will take effect on September 18, 1999. Pursuant to Section 15 of the Contract Providing for Operation of the Alameda County Fair, (September 23, 1997) the Fairgrounds must be operated in compliance with all applicable laws, codes, regulations and ordinances, including the attached ordinance.

We recognize that some media reports have indicated that this ordinance prevents gun shows. This is not the case. Gun shows may be conducted on the fairgrounds, provided that they comply with the ordinance's restrictions on the presence of firearms and ammunition on County property. Firearm accessories and other paraphernalia that are not within the definitions of section 9.12.120 of the ordinance may be displayed and sold at any gun show. The ordinance also does not proscribe the sale of firearms or ammunition provided that such articles cannot be displayed on the premises.

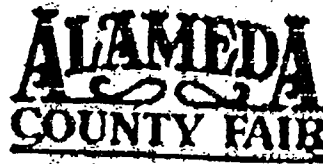
If you have any questions please feel free to contact my office.

Very truly yours,

A handwritten signature in black ink, appearing to read "Richard E. Winnie", is written over a horizontal line.

RICHARD E. WINNIE
County Counsel

Enclosure



www.alcofairgrounds.com

4501 Pleasanton Avenue • Pleasanton, CA 94566 • (925) 426-7600 • FAX (925) 426-7599

September 7, 1999

Via: Fax
Registered mail

T & S Trade Show
Attn: Russ & Sallie Nordyke
P.O. Box 871
Willows, CA 95988

RE: COUNTY OF ALAMEDA Ordinance No. 0-2000-11

Dear Mr. & Mrs. Nordyke:

As you are aware, the Alameda County Fair Association (Association) is a non-profit corporation, which through an Operating Agreement with the County of Alameda, manages the operations of the Fairgrounds. Section 15 of this operating agreement requires the Association to operate in compliance with all Federal, State, and County regulations.

Attached is a copy of Alameda County's Ordinance No. 0-2000-11 which prohibits the possession of firearms and ammunition on County property. Also attached is a letter to the Association from Richard B. Winnie, County Counsel.

Since the effective date of this new Ordinance is September 16, 1999, the T & S Trade Show scheduled for September 11th and 12th, 1999 at the Fairgrounds, may continue as it has in the past. With regards to the potential of a November gun show, T & S Trade Show must provide the Association with a written plan by October 15th, 1999, as to how it will conduct a gun show at the Alameda County Fairgrounds and comply with

09/07/1999 17:11

5-426-7699

ALAMEDA CNTY FAIR

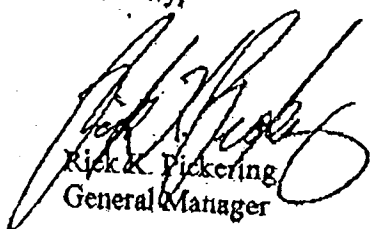
PAGE 03

T & S Trade Show Ltr
Pg. 2

Ordinance No 0-2000-11. The Association will hold the dates of November 6th and 7th, 1999, open for you in the hopes that your show may continue and be in compliance with the County of Alameda's Ordinance.

Thank you for your timely attention to this matter. The Association looks forward to a continued positive relationship with T & S Trade Shows.

Sincerely,



Rick K. Pickering
General Manager

RKP:clh

cc: Fair Board
Alameda County Board of Supervisors
Susan Muranishi
Richard E. Winnie

Donald E.J. Kilmer, Jr.

Attorney At Law

Defending Life, Liberty and Property

1261 Lincoln Avenue • Suite 108
San Jose, California 95125
Telephone (408) 998-8489
Facsimile (408) 998-8487
dejkilmer@aol.com

September 16, 1999

Via: U.S. Mail and Facsimile (510) 272-5020

Richard Winnie, Esq.
Alameda County Council
1221 Oak Street, Suite 463
Oakland, California 94612-4296

Re: TS TRADE SHOWS - GUNSHOW LAWSUIT

Dear Mr. Winnie:

I was disappointed when you did not respond to my letter of July 26, 1999. Perhaps your clients have kept you busier than usual. I hope that explains the lack of response to our offer to avoid litigation, rather than any thing I might have said or done to offend you. In any event it appears that a lawsuit is unavoidable.

In speaking with Mr. Washington, he and I were able to come to our first agreement. Thank you for accepting service for the following defendants: County of Alameda, County of Alameda Board of Supervisors, Mary V. King, Gail Steele, Wilma Chan and Scott Haggerty. I expect to accomplish service on Friday – September 17, 1999 or Monday – September 20, 1999 at the latest.

An additional matter came up in our conversation: Maintenance of the status quo pending a hearing on a preliminary injunction. As you are probably aware a Temporary Restraining Order is only good for 10 days and may only be extended for another 10 days upon a showing of good cause. That would only help my clients through the first week of October and would be a waste of time as the next TS TRADE SHOW is set for November 6/7.

Furthermore, The Alameda County Fair Association contacted my clients by way of a letter dated September 7, 1999. The letter was copied to your office. The letter requires my clients to provide a written plan by October 15, 1999 as to how they intend to conduct a gun show in light of the County's new ordinance banning guns on county property. For the reasons set forth in the Complaint that will not be practical or profitable.

I had suggested a stipulation for a TRO to Mr. Washington. This is permissible under FRCP 65(b) [See also: *Rosen v. Cascade Int'l, Inc.*, 21 F3d 1520,1525 (11th Cir. 1994)] and would give the parties a better opportunity to brief the issues for the hearing on a Preliminary Injunction.

What I propose is the following:

1. After filing with the suit with the court and service of the Summons and Complaint on the defendants, the parties would stipulate to the entry of a Temporary Restraining Order with the following terms [pursuant to FRCP 65(d)]:
 - A. The order is without prejudice to either party.
 - B. The order suspends enforcement of the Alameda County Ordinance banning firearms on County Property until further order of the court.
 - C. The purpose of the TRO is to permit both parties to mitigate damages and prevent the disruption of the status quo with regard to historical uses at the Fairgrounds.
2. The parties would then jointly apply to the court for a hearing date for a Preliminary Injunction.

A stipulation for a TRO would have the benefit of reducing litigation costs and conserving the resources of the parties and the court. I hope that you and clients can find these terms acceptable. If you have any question or wish to discuss modification or addition of terms, please don't hesitate to contact my office.

Cordially,



Donald E. J. Kilmer, Jr.
Law Offices of Donald Kilmer
Representing Russ & Sally Nordyke
and TS TRADE SHOWS

DK/tt

cc: Client

1261 Lincoln Avenue

Suite 108

San Jose, CA 95125-3030

408/998-8489

Fax: 408/998-8487

FAX COVER SHEET

FAX NUMBER TRANSMITTED TO: 510 272 5020

To: Edward Winnie

Of:

From: Law Offices of Donald Kilmer

Client/Matter: NORDYKE

Date: 9/16/09

DOCUMENTS	NUMBER OF PAGES*
	2

COMMENTS:

☐ Original will not follow.

☐ Please respond by _____.

☐ Confidential.

FAXED
A.H.
12:36pm

* NOT COUNTING COVER SHEET. IF YOU DO NOT RECEIVE ALL PAGES, PLEASE TELEPHONE US IMMEDIATELY AT 408/998-8489.



COUNTY COUNSEL

1221 Oak Street, Suite 463, Oakland, California 94612-4296
Telephone (510) 272-6700 Fax (510) 272-5020

RICHARD E. WINNIE
COUNTY COUNSEL

Agenda: September 21, 1999

September 20, 1999

HONORABLE BOARD OF SUPERVISORS
County of Alameda
1221 Oak Street, Suite 536
Oakland, California 94612

Re: Amended Ordinance Prohibiting Firearms on County Property

President Chan and Members of the Board

Recommendation:

It is recommended that your Board adopt the attached amended ordinance prohibiting the possession of firearms on County property.

Discussion:

This amended ordinance does not make substantive changes to the ordinance adopted on July 27, 1999. It merely refines and clarifies provisions in the original ordinance in light of comments that we have received and subsequent changes in State law.

In addition to wording refinements, the amendments add a severability clause to the ordinance, eliminate imitation firearms and air guns from the definition of firearm because of State preemption and adds an exception for firearms used in certain defined entertainment productions. (Sections 9.12.120(d) and (f)(4).)

As you are aware, on Friday a lawsuit was filed challenging the ordinance that was adopted in July. These amendments were formulated during August and are not in response to the lawsuit.

If your Board adopts this amended ordinance it will be in effect on October 28, 1999 (assuming a second reading on September 28th).

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Richard E. Winnie", is written over a horizontal line.

Richard E. Winnie
County Counsel

Enclosure

Attorney At Law

Defending Life, Liberty and Property

1261 Lincoln Avenue • Suite 108
San Jose, California 95125
Telephone (408) 998-8489
Facsimile (408) 998-8487
dejkilmer@aol.com

September 24, 1999

Via: U.S. Mail and Facsimile (510) 272-5020

Richard Winnie, Esq.
Alameda County Counsel
1221 Oak Street, Suite 463
Oakland, California 94612-4296

FAXED
9:50 AM

Re: Nordyke v. King; C 99 20947 EAI
United States District Court - Northern District of California

Dear Mr. Winnie:

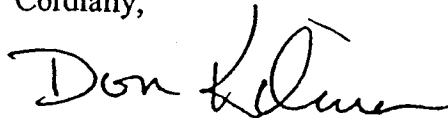
I sincerely hope this will not become my third unanswered letter. Apparently your clients have rejected our offer to a stipulated TRO. This offer was made so that both sides could have more time to fully brief the issues before scheduling a hearing on a Preliminary Injunction. The offer was also made to mitigate damages, maintain the status quo, and conserve our clients' and the court's resources. It is too bad that your clients have chosen to squander that opportunity.

Your office was given notice on September 15, 1999 – in a telephone conversation with Brian Washington – that if a stipulated TRO could not be reached, my clients would seek ex parte relief from the court. Your office received additional notice in my September 16, 1999 letter offering to stipulate to a TRO. And then once again, your office was given notice of our intentions to seek expedited relief on Friday – September 17, 1999 when I spoke with Eric Chambliss at your offices that afternoon.

Mr. Chambliss assured me that I would have an answer regarding the TRO on Tuesday morning September 21, 1999. As I did not receive a call or a facsimile on this issue, I placed a call to Mr. Chambliss on the afternoon of the 21st and was informed that the offer was rejected.

As most of the declarations are already on file with the court, I plan to submit an application for an order and a memorandum of points authorities to the court on or before Monday – September 27, 1999. You will receive copies of any additional filings that morning.

Cordially,



Donald E. J. Kilmer, Jr.
Representing Russ & Sally Nordyke
and TS TRADE SHOWS

DK/tt

cc: Client

Attorney At Law

Defending Life, Liberty and Property

1261 Lincoln Avenue • Suite 108
San Jose, California 95125
Telephone (408) 998-8489
Facsimile (408) 998-8487
dejilmer@aol.com

October 20, 1999

Via: U.S. Mail and Facsimile

Rick K. Pickering, General Manager
Alameda County Fair Association
4501 Pleasanton Avenue
Pleasanton, California 94566

Facsimile: 925/426-7599

Re: T&S Trade Show - Event Currently Scheduled for November 6 & 7

Dear Mr. Pickering:

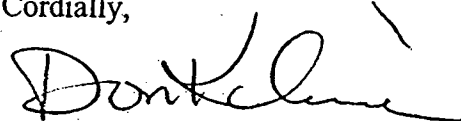
My firm has been retained to represent Russ and Sallie Nordyke in a lawsuit against the County of Alameda. I first want to thank you for extending your October 15, 1999 deadline to October 20, 1999, for your request that the Nordykes submit a written plan as to how they will conduct a gun show at the Fairgrounds that will comply with the Alameda County Ordinance No.: 0-2000-11.

Unfortunately, since His Honor has set a hearing on this matter for October 28, 1999 [a copy of that order is attached for your records], it will not be possible for my clients to respond to your request by that October 20, 1999 deadline. However, T&S Trade Show intends to proceed with the November 6 & 7 show until or unless the Judge declines to grant their request for a Temporary Restraining Order as a result of the hearing on the 28th of October.

In reviewing the Nordyke's contract with your organization. I cannot find any language that requires them to submit a written plan such as the one you requested. They do in fact have contractual obligations to comply with all federal, state and local laws. Please be assured that my clients intend to comply with all of their legal obligations – both contractual and statutory.

Please feel free to contact my office if you have any questions. Thank you.

Cordially,



Donald E. J. Kilmer, Jr.
Attorney for T&S Trade Shows



www.alcofairgrounds.com

4501 Pleasanton Avenue · Pleasanton, CA 94566 · (925) 426-7600 · FAX (925) 426-7599

January 5, 2000

T & S Trade Shows
P. O. Box 871
Willows CA 95988

Attention: Sallie Nordyke

Dear Sallie:

Enclosed, please find your check #3238 in the amount of \$3,790.50 which you had submitted as a deposit for 2000 event dates. As you are aware the County of Alameda has adopted an ordinance which precludes the possession of firearms on County property. Until such time as T & S Trade Show comes forward with a plan to comply with this ordinance, the Fair Association can not reserve dates for this type of event. You were notified by letter (December 10, 1999) that all holds on 2000 dates have been released.

As shown in the statement of December 10, 1999, your deposit of \$2750.00 was applied to Invoice #227-IN from the 1999 September show. The correct balance due on your account is \$1,040.50. Please forward a check for that amount as soon as possible.

Thank you for your assistance in this matter. If you have any questions, please do not hesitate to call.

Very truly yours,

A handwritten signature in cursive script, appearing to read "Terri Thut".

Terri Eagan Thut,
Events Coordinator

CC: Rick Pickering, General Manager