

1 C.D. Michel (SBN 144258)
2 Anna M. Barvir (SBN 268728)
3 Tiffany D. Chevront (SBN 317144)
4 MICHEL & ASSOCIATES, P.C.
5 180 E. Ocean Blvd., Ste. 200
6 Long Beach, CA 90802
7 Telephone: (562) 216-4444
8 Fax: (562) 216-4445
9 Email: cmichel@michellawyers.com

Attorneys for Plaintiffs B & L Productions, Inc., Barry Bardack, Ronald J. Diaz, Sr., John Dupree, Christopher Irick, Lawrence Walsh, Maximum Wholesale, Inc., California Rifle & Pistol Association, Incorporated, South Bay Rod and Gun Club, Inc.

10 Donald Kilmer (SBN 179986)
11 Law Offices of Donald Kilmer, APC
12 1645 Willow Street Suite 150
13 San Jose, CA 95125
14 Telephone: (408) 264-8489
15 Fax: (408) 264-8487
16 Email: Don@DKLawOffice.com

Attorney for Plaintiff Second Amendment Foundation

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IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF CALIFORNIA

16 B & L PRODUCTIONS, INC., d/b/a
17 CROSSROADS OF THE WEST, et al.,
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19 Plaintiffs,
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21 v.
22
23 22nd DISTRICT AGRICULTURAL
24 ASSOCIATION, et al.,
25
26 Defendants.

CASE NO.: 3:19-cv-00134-CAB-NLS

**NOTICE OF LODGING REDLINED
[PROPOSED] FIRST
SUPPLEMENTAL COMPLAINT
FOR MONETARY,
DECLARATORY & INJUNCTIVE
RELIEF; DEMAND FOR JURY
TRIAL**

Date: May 1, 2020
Judge: Hon. Cathy Ann Bencivengo

PER CHAMBERS RULES, NO ORAL
ARGUMENT UNLESS SEPARATELY
ORDERED BY THE COURT.

Action Filed: January 21, 2019

1 PLEASE TAKE NOTICE THAT Plaintiffs hereby lodge a redlined version of
2 their [Proposed] First Supplemental Complaint for Monetary, Declaratory &
3 Injunctive Relief; Demand For Jury Trial, a copy of which is attached here as
4 Exhibit 1.

5
6 Dated: March 27, 2020

MICHEL & ASSOCIATES, P.C.

7 *s/ Anna M. Barvir*

8 Anna M. Barvir

9 Attorneys for Plaintiffs

Email: abarvir@michellawyers.com

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EXHIBIT 1

1 C.D. Michel-SBN 144258
Anna M. Barvir-SBN 268728
2 Tiffany D. Chevront-SBN 317144
MICHEL & ASSOCIATES, P.C.
3 180 East Ocean Blvd., Suite 200
Long Beach, CA 90802
4 Telephone: (562) 216-4444
Fax: (562) 216-4445
5 Email: cmichel@michellawyers.com

6 Attorneys for Plaintiffs B & L Productions, Inc., Barry Bardack, Ronald J. Diaz, Sr.,
John Dupree, Christopher Irick, Lawrence Walsh, Maximum Wholesale, Inc.,
7 California Rifle & Pistol Association, Incorporated, South Bay Rod and Gun Club,
Inc.

8
9 Donald Kilmer-SBN 179986
Law Offices of Donald Kilmer, APC
1645 Willow Street Suite 150
10 ~~San Jose, CA 95125~~
~~Telephone: (408) 264-8489~~
11 14085 Silver Ridge Road
Caldwell, Idaho 83607
12 Telephone: (408) 264-8489
Fax: (408) 264-8487
13 Email: Don@DKLawOffice.com

14 Attorney for Plaintiff Second Amendment Foundation

15 IN THE UNITED STATES DISTRICT COURT

16 FOR THE SOUTHERN DISTRICT OF CALIFORNIA

17 B & L PRODUCTIONS, INC., d/b/a
CROSSROADS OF THE WEST;
18 BARRY BARDACK; RONALD J.
DIAZ, SR.; JOHN DUPREE;
19 CHRISTOPHER IRICK; LAWRENCE
WALSH; MAXIMUM WHOLESAL, INC., d/b/a AMMO BROS.;
20 CALIFORNIA RIFLE & PISTOL
ASSOCIATION, INCORPORATED;
21 SOUTH BAY ROD AND GUN
CLUB, INC.; and SECOND
22 AMENDMENT FOUNDATION,

23 Plaintiffs,

24 v.

25 GAVIN NEWSON, in his official
26 capacity at Governor of the State of
27 California; XAVIER BECERRA, in his
28 official capacity as Attorney General of
the State of California; STEPHAN
SUMMER, in his official capacity as

CASE NO: **3:19-cv-00134-CAB-NLS**

FIRST SUPPLEMENTAL
COMPLAINT FOR MONETARY,
DECLARATORY & INJUNCTIVE
RELIEF; DEMAND FOR JURY
TRIAL

(1) VIOLATION OF 42 U.S.C. § 1983
[FREE SPEECH-POLITICAL];

(2) VIOLATION OF 42 U.S.C. § 1983
[FREE SPEECH-MIXED POLITICAL/
COMMERCIAL];

(3) VIOLATION OF 42 U.S.C. § 1983
[FREE SPEECH-COMMERCIAL];

(4) VIOLATION OF 42 U.S.C. § 1983
[PRIOR RESTRAINT ON SPEECH];

(5) VIOLATION OF 42 U.S.C. § 1983
[RIGHT TO ASSEMBLY];

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District Attorney of San Diego County; THOMAS MONTGOMERY, in his official capacity as County Counsel of San Diego County; 22nd DISTRICT AGRICULTURAL ASSOCIATION; STEVE SHEWMAKER, PRESIDENT OF 22ND DISTRICT AGRICULTURAL ASSOCIATION, in his official and individual capacity; RICHARD VALDEZ, VICE PRESIDENT OF 22ND DISTRICT AGRICULTURAL ASSOCIATION, in his official and individual capacity; KAREN ~~ROSSHILL~~ SECRETARY OF CALIFORNIA DEPARTMENT OF FOOD & AGRICULTURE, in her official capacity; DOES 1-50;

Defendants.

(6) VIOLATION OF 42 U.S.C. § 1983 [EQUAL PROTECTION];

(7) VIOLATION OF 42 U.S.C. § 1985 [CONSPIRACY TO VIOLATE CIVIL RIGHTS];

(8) VIOLATION OF 42 U.S.C. § 1983 [FREE SPEECH - POLITICAL];

(9) VIOLATION OF 42 U.S.C. § 1983 [FREE SPEECH-MIXED POLITICAL/COMMERCIAL];

(10) VIOLATION OF 42 U.S.C. § 1983 [FREE SPEECH-COMMERCIAL];

(11) VIOLATION OF 42 U.S.C. § 1983 [PRIOR RESTRAINT ON SPEECH];

(12) VIOLATION OF 42 U.S.C. § 1983 [RIGHT TO ASSEMBLY];

(13) VIOLATION OF 42 U.S.C. § 1983 [EQUAL PROTECTION].

Trial Date: Not Set

INTRODUCTION

1
2 1. Plaintiff B & L PRODUCTIONS, INC., d/b/a CROSSROADS OF THE
3 WEST (“Crossroads”) has operated popular, safe, heavily regulated, legal and
4 family-friendly gun show events as a business in California for over 30 years,
5 including at the Del Mar Fairgrounds (“Venue”).

6 2. Crossroads produces gun show events at the Venue where like-minded
7 individuals gather to engage in commerce related to, and necessary for, the lawfully
8 and regulated exercise of Second Amendment rights for themselves, their exhibitors,
9 their patrons, their customers, and the general public. This safe and regulated
10 marketplace promotes public safety, even for people who do not attend gun shows;
11 because it will have a tendency to reduce the unregulated transfer of firearms within
12 San Diego County. Furthermore, by providing a convenient forum for Californians
13 to exercise their right to acquire firearms locally, gun shows at the Venue will have
14 the tendency to discourage the sale and importation of firearms from other states
15 with less strict gun laws than California.

16 3. Crossroads and their co-plaintiffs also use the Venue to engage in First
17 Amendment activities that are both necessary and essential to the open, robust, and
18 lawful exercise of their Second Amendment rights. Discussions include (but are not
19 limited to): firearms, firearm technology, firearm safety, gun-politics, and gun-law
20 (both pending legislation and proper compliance with existing law.) Other topics
21 include: where to shoot, where and from whom to receive training, gun-lore, gun-
22 repair, gunsmithing, gun-art, and many other topics, that arise from the right to
23 acquire, own, possess, enjoy, and celebrate arms as a quintessentially American
24 artifact with Constitutional significance. Crossroads, its co-plaintiffs, attendees, and
25 vendor/exhibitors have the same right, privileges and immunities as any other lawful
26 activity/event that now uses the Venue.

27 4. Defendants are government actors who have discriminated against and
28 intend to discriminate in the future against Plaintiffs by denying them the same

1 access to this public space as other lawful businesses. This discrimination is based
2 on irrational public policies that are based on flawed reasoning and dubious
3 conclusions relating to gun show operations and gun shows' impact on public safety.

4 ~~The fantasy that Defendants must impose a moratorium while they “conduct a~~
5 ~~study” is an admission that they currently have no reliable, valid, admissible~~
6 ~~evidence that gun shows are a source of any public safety concerns.~~

7 5. This discrimination by Defendants is also based on viewpoint animus,
8 because Defendants do not agree with, and actively oppose the cultural values and
9 the messages conveyed by and promoted by Plaintiffs at gun shows.

10 6. This action seeks declaratory and injunctive relief against Defendants
11 for violations of the U.S. Constitution. This action also seeks damages against
12 Defendant for lost profits, lost opportunities, diminished marketing value, and
13 added expense of advertising to the general public.

14 7. This action also seeks reimbursement for the attorney fees, costs and
15 other expenses in bringing this action.

16 ~~6.8. The Defendants have engaged in action that violates Plaintiffs' The~~
17 ~~U.S. Constitutional rights abridged/infringed include but are not limited to: the~~
18 rights to free speech and assembly, the right to equal protection, the right to due
19 process, and privileges immunities enjoyed by all. Further, ~~because Defendants~~
20 ~~voted to ban Plaintiffs' gun show events, by imposing a moratorium, at the Venue~~
21 ~~(which they own or manage) pending an inchoate and pretextual “study” of gun~~
22 ~~show events—the Defendants' actions constitute prior restraint.~~

23 7.9. Plaintiffs California Rifle & Pistol Association, Inc., South Bay Rod
24 and Gun Club, Inc., Second Amendment Foundation, Inc., Barry Bardack, Ronald J.
25 Diaz, Sr., John Dupree, Christopher Irick, Lawrence Michael Walsh, and Maximum
26 Wholesale, Inc., attend and participate in the Crossroads gun show. They associate
27 with like-minded people, participate in public discussions, attend informational
28 forums, distribute and collect information, make offers for sale, make offers to buy,

1 and engage in the legal and political discussions related to the Second Amendment
2 which are all protected forms of speech protected by the First Amendment.

3 ~~8.10.~~ Defendants refuse to continue the longstanding relationship and annual
4 contracts or holding or securing dates that Crossroads has maintained for over 30
5 years.

6 ~~9.11.~~ Plaintiffs seek declaratory judgment from this Court to clarify that
7 Defendants' actions against Plaintiffs are unconstitutional.

8 ~~12.~~ Plaintiffs seek an injunction to stop the moratorium against gun shows
9 at the Venue.

10 ~~10.13.~~ Plaintiffs also seek injunctive relief to prohibit enforcement of A.B.
11 893, which the California Legislature improperly passed in order to circumvent the
12 Court's preliminary injunction on the District's moratorium on gun show events at
13 the Venue.

14 ~~11.— Plaintiffs Crossroads, California Rifle & Pistol Association,~~
15 ~~Incorporated, South Bay Rod & Gun Club, Inc., Second Amendment Foundation,~~
16 ~~Inc., Lawrence Walsh, and Maximum Wholesale seek damages from Defendants~~
17 ~~Shewmaker and Valdez, in their individual capacity. Plaintiffs also seek recovery of~~
18 ~~fees and costs.~~

19 ~~12.14.~~ In sum, Plaintiffs ask that the Court maintain the status quo and allow
20 Plaintiffs to continue their 30-year tradition of contracting for and holding gun
21 shows at this public Venue—until such time as Defendants can produce admissible,
22 clear and convincing evidence, to a jury, that a ban on gun shows at the Venue will
23 narrowly address a compelling government interest.

24 THE PARTIES

25 I. Plaintiffs

26 ~~13.15.~~ Plaintiff B & L PRODUCTIONS, INC., d/b/a CROSSROADS OF THE
27 WEST, is a for-profit event promoter operating in several western states. Crossroads
28 is in the business of promoting and organizing trade shows throughout the state of

1 California and other western states, including their long-running gun show events
2 held at the Del Mar Fairgrounds (“Venue”) operated under the d/b/a Crossroads of
3 the West (“Crossroads”). Crossroads currently is the largest vendor of gun show
4 events in California and at the Del Mar Fairgrounds. The gun shows occupy
5 thousands of square feet of the Venue. Typically, thousands of people attend the gun
6 show on each of the weekends they are held. They have successfully produced and
7 operated multiple safe, legal, and family friendly gun show events in California and
8 at the Venue every year for over 30 years.

9 14.16. Plaintiff BARRY BARDACK is a resident of El Cajon, California, and
10 a part-time flight instructor. He regularly attends the gun shows at the Del Mar
11 Fairgrounds where he purchases ammunition for his target shooting hobby and
12 volunteers at the CRPA booth to talk to others about their rights, the importance of
13 membership in the CRPA, and the Second Amendment. If the gun show is banned
14 from the Del Mar fairgrounds, he believes that his closest vendor for being able to
15 purchase his bulk ammunition would be two hours from his home.

16 15.17. Plaintiffs RONALD J. DIAZ, SR., is a resident of Alpine, California,
17 and is a retired federal contractor. He regularly attends gun shows at the Del Mar
18 Fairgrounds to purchase reloading supplies. If the gun show is banned from the Del
19 Mar Fairgrounds, he believes he would have to drive several hours to get to a vendor
20 that could offer him the expertise and variety of reloading supplies available at the
21 Crossroads gun shows. Plaintiff Diaz also attends the Crossroads gun show events at
22 the Del Mar Fairgrounds to engage in expressive activities with like-minded people,
23 including discussions related to firearms, ammunition, and accessories, the shooting
24 sports, politics, and the Second Amendment.

25 16.18. Plaintiff JOHN DUPREE is a resident of Alpine, California, and works
26 for the federal government. He regularly attends the Crossroads gun shows at the
27 Del Mar Fairgrounds. He is a competitive shooter and has the need to purchase bulk
28 ammunition in order to compete. If the gun show is banned from the Del Mar

1 Fairgrounds, he would have to drive several hours in order to find a vendor that he
2 could purchase bulk ammunition from as there is not a resource like this near his
3 home. Plaintiff Dupree also attends the Crossroads gun show events at the Del Mar
4 Fairgrounds to engage in expressive activities with like-minded people, including
5 discussions related to firearms, ammunition, and accessories, the shooting sports,
6 politics, and the Second Amendment.

7 ~~17.~~19. Plaintiff CHRISTOPHER PAUL IRICK is a resident of Carlsbad,
8 California, and attends the Crossroads guns shows at the Del Mar Fairgrounds. He is
9 self-employed and enjoys going to the shows for good prices on firearms and
10 accessories, as well as the variety of merchandise available at the events. Plaintiff
11 Irick also attends the Crossroads gun show events at the Del Mar Fairgrounds to
12 engage in expressive activities with like-minded people, who hunt and support the
13 Second Amendment while learning about new and innovative products available to
14 firearms owners and sportsmen.

15 ~~18.~~20. Plaintiff LAWRENCE MICHAEL WALSH is the owner of Wholesale
16 Ammunition and is a regular vendor at the Crossroads gun shows at the Del Mar
17 Fairgrounds. His business currently does not have a physical store as they only sell
18 their product at gun shows across the state. Mr. Walsh's business also supplies
19 ammunition to many of the law enforcement agencies and officers in the state, some
20 of which purchase their ammunition from him at the gun shows because of the
21 amount available, the cost, and the variety they can find. Mr. Walsh enjoys being
22 able to talk with other Second Amendment supporters with like interests and views.
23 If the gun shows at the Del Mar Fairgrounds, or any of the other state venues, were
24 to be shut down, it would be devastating to Mr. Walsh's business and his ability to
25 reach a large number of people would be greatly diminished.

26 ~~19.~~21. Plaintiff MAXIMUM WHOLESALE, INC., d/b/a AMMO BROS., is a
27 for-profit corporation that was founded in 2002 in Cerritos, California. In 2009, their
28 second location opened in Ontario, California. And in 2015, the company opened

1 two more locations in southern California. Ammo Bros. is known for selling
2 firearms and ammunition to individuals and police departments. In 2016, they
3 opened a San Diego location, serving those stationed at Miramar Air Base and the
4 surrounding communities. Ammo Bros. regularly attends the Crossroads gun shows
5 at the Del Mar Fairgrounds as a vendor, selling firearms, ammunition, and related
6 merchandise.

7 ~~20~~22. Plaintiff CALIFORNIA RIFLE & PISTOL ASSOCIATION,
8 INCORPORATED (“CRPA”) is a nonprofit membership organization incorporated
9 under the laws of California, with headquarters in Fullerton, California. Among its
10 other activities, CRPA works to preserve and expand constitutional and statutory
11 rights of gun ownership, including the right to self-defense and the right to keep and
12 bear arms. CRPA accomplishes this through their many educational offerings,
13 publications, member engagement events, support of legislation, and legislative
14 initiatives. CRPA has tens of thousands of members and supporters, many of whom
15 (including Plaintiff Bardack) reside in San Diego County. Their members are
16 firearm retailers, sportsmen, hunters, junior and youth competitors, Olympians,
17 police officers, professionals, and loving parents. CRPA represents all its members
18 both in their general interest as citizens and in their particular interests as supporters
19 of those who choose to engage other like-minded people in their endeavors to
20 lawfully own and possess firearms. CRPA also stands as an individual organization
21 plaintiff because CRPA is a regular vendor (where they engage the public about
22 constitutional rights, political issues, safety, and many other topics) and participant
23 at the gun shows and stands to have injury to the organization itself as well as to its
24 members.

25 ~~21~~23. Plaintiff SOUTH BAY ROD AND GUN CLUB, INC. (“South Bay”) is
26 a private nonprofit corporation formed in 1955 with a mission to operate a properly
27 managed nonprofit shooting club that is efficiently designed, contracted and safely
28 operated with diligently maintained shooting ranges, support structures, and

1 facilities so that all authorized members and guests may use the facility with pride,
2 confidence, and satisfaction. South Bay endeavors to promote and encourage the
3 safe handling and use of firearms. South Bay also stands as an individual
4 organization plaintiff because it is a regular vendor and participant at the gun shows
5 and stands to have injury to the organization itself as well as to its more than 4,000
6 members.

7 22-24. Plaintiff SECOND AMENDMENT FOUNDATION, INC. (“SAF”) is
8 incorporated under the laws of the state of Washington and was founded in 1974. It
9 is dedicated to promoting a better understanding about our Constitutional heritage to
10 privately own and possess firearms through educational and legal action programs
11 designed to better inform the public about gun control issues. Second Amendment
12 Foundation has been a pioneer in innovative defense of the right to keep and bear
13 arms, through its publications and public education programs like the Gun Rights
14 Policy Conference. Those publications and other SAF materials and information are
15 offered at gun show events. Second Amendment Foundation also expends
16 significant sums of money sponsoring public interest litigation like this lawsuit.

17 **II. Defendants**

18 25. Defendant GAVIN NEWSOM is the Governor of the State of
19 California. As Governor, he is vested with “the supreme executive power” of the
20 State and “shall see that the law is faithfully executed.” Cal. Const. art. 5, §1. The
21 injunctive and declaratory relief portions of this suit are brought against Governor
22 Newsom in his official capacity.

23 26. Defendant XAVIER BECERRA is the Attorney General of the State of
24 California. He is the “chief law officer” of the State and has the duty to ‘see that the
25 laws fo the State are uniformly and adequately enforced.” Cal. Const. art. 5, § 1.
26 Additionally, Defendant Becerra has “direct supervision over every district attorney”
27 within the State. *Id.* If, at any point a district attorney of the State fails to enforce
28

1 adequately “any law of the State,” Defendant Becerra must “prosecute any
2 violations of the law.” *Id.* Finally, Defendant Becerra, as Attorney General of the
3 State of California, “shall assist any district attorney in the discharge” of duties
4 when “required by the public interest or directed by the Governor. . . .” *Id.* The
5 injunctive and declaratory relief portions of this suit are brought against Defendant
6 Becerra in his official capacity.

7 27. Defendant STEPHAN SUMMER is the District Attorney responsible
8 for enforcing the law within the County of San Diego. Under the California
9 Government Code, the District Attorney must prosecute “all actions for the
10 recovery” of fines and penalties. Cal. Gov’t Code § 26521. The injunctive and
11 declaratory relief portions of this suit are brought against District Attorney
12 SUMMER in his official capacity.

13 28. Defendant THOMAS MONTGOMERY is the County Counsel
14 responsible for enforcing the law within the County of San Diego. In that capacity,
15 he must “discharge all the duties vested in the district attorney.” Cal. Gov’t Code §
16 26529. The injunctive and declaratory relief portions of this suit are brought against
17 County Counsel MONTGOMERY in his official capacity.

18 23,29. Defendant 22nd DISTRICT AGRICULTURAL ASSOCIATION
19 (“District”) is a Governor-appointed Board of Directors that manages the state-
20 owned Del Mar Fairgrounds public venue. The District is governed by a nine-
21 member board, each member serving a four-year term. The District Board of
22 Directors appoints a CEO charged with the daily operations of the facilities but
23 maintains control over activities not delegated to the CEO, including contracting
24 with those seeking to host gun show events at the Venue. It voted to ban all gun
25 shows at the Venue through December 2019, while a non-public, ad hoc committee
26 studies alleged safety and other concerns regarding the operation of such events at
27 the Venue.
28

1 24.30. Defendant KAREN ROSS¹ is the Secretary of the California
2 Department of Food & Agriculture—the entity responsible for the policy oversight
3 of the network of California fair venues. Through the Department, Defendant Ross
4 issues guidance for governance and contracting to all agricultural districts
5 throughout California (including Defendant District) and requires reporting from the
6 districts on operational issues. The Department maintains an office of legal counsel
7 for any actions brought against Agricultural Association Districts in the state.

8 25.31. Defendant STEVE SHEWMAKER,² who is sued in his individual and
9 official capacities, is the President of the 22nd District Agricultural Board of
10 Directors. He assigned himself (and just one other Board Member) to serve on the
11 ad hoc committee responsible for developing the plan, in closed session, to
12 effectively ban gun shows from the Del Mar Fairgrounds. Defendant Shewmaker
13 expressed at a board meeting that he sought to ban gun shows because of personal
14 experience with gun violence. He did not consider his duty to manage public
15 property for all when he was looking to ban the gun shows at the Venue.

16 26.32. Defendant RICHARD VALDEZ,³ who is sued in his individual and
17 official capacities, is the Vice President of the 22nd District Agricultural Board of
18 Directors. He, along with Defendant Shewmaker, served on the ad hoc committee
19 responsible for developing the plan, in closed session, to effectively ban gun shows
20 from the Del Mar Fairgrounds. He did not consider his duty to manage public
21 property for all when he was looking to ban the gun shows at the Venue.

22 _____
23 ¹ Defendant Ross was dismissed by the Court in an earlier order but is
24 included here only to preserve the issue in the event an appeal must be filed and to
25 avoid waiver.

26 ² Defendant Shewmaker was dismissed by the Court in an earlier order but is
27 included here only to preserve the issue in the event an appeal must be filed and to
28 avoid waiver.

³ Defendant Valdez was dismissed by the Court in an earlier order but is
included here only to preserve the issue in the event an appeal must be filed and to
avoid waiver.

1 **I. Regulation of Gun Show Events in California**

2 ~~31.37.~~ The state of California has the most rigorous regulatory regime for
3 commerce in firearms and ammunition in the United States. That regulatory regime
4 applies to the operation of gun show events throughout California. The laws related
5 to the acquisition and sale of firearms is arguably stricter at a gun show, than at
6 brick-and-mortar stores or internet sales.

7 ~~32.38.~~ The state of California has already determined the manner in which
8 lawful gun shows must be operated under the California Penal Code. Requiring
9 more of gun show event promoters than state law dictates is an ultra vires action that
10 exceeds the scope of state law.

11 ~~33.39.~~ Only state approved, licensed gun show “producers” may operate a gun
12 show events in California. All gun show producers, including Plaintiff Crossroads,
13 must have an individual (the “promoter”) who holds a valid “Certificate of
14 Eligibility” issued by the California Department of Justice.

15 ~~34.40.~~ Gun show producers must also, among other things:

- 16 a. Certify that they are familiar with all California laws regarding
17 gun shows, Cal. Penal Code § 27200;
- 18 b. Possess a minimum of \$1,000,000 liability insurance, *id.*;
- 19 c. Provide an annual list of shows or events to be held to the
20 California Department of Justice, *id.*; and
- 21 d. Notify the California Department of Justice no later than 30 days
22 prior to the gun show or event of any changes to the above, *id.*
- 23 e. Make available to law enforcement a complete and accurate list
24 of all vendors that will participate in the show to sell, lease, or
25 transfer firearms. Cal. Penal Code § 27205.

26 ~~35.41.~~ Gun show promoters must submit an annual event and security plan and
27 schedule to the California Department of Justice and any local law enforcement
28 agency. The plan must include:

- 1 a. Type of show or event;
- 2 b. Estimated number of vendors offering for sale or display
- 3 firearms;
- 4 c. Estimated number of attendees;
- 5 d. Number of entrances and exits at the event;
- 6 e. Location, dates, and times of the event;
- 7 f. Contact person and telephone number for both promoter and
- 8 facility;
- 9 g. Number of sworn peace officers employed by the producer or
- 10 facility who will be present at the event;
- 11 h. Number of non-sworn security personnel employed by the
- 12 producer or the facility who will be present at the event; and
- 13 i. Promoters must inform all prospective vendors of all California
- 14 laws regarding gun shows. Cal. Penal Code §§ 27210, 27215.

15 ~~36.42.~~Promoters of gun shows must also provide a list of all prospective
16 vendors and designated firearm transfer agents who are licensed firearm dealers to
17 the California Department of Justice no later than seven days prior to the event for
18 the purpose of determining whether the vendor possess a valid license and are thus
19 eligible to participate in the event. Cal. Penal Code § 27220.

20 ~~37.43.~~If a vendor is not approved by the California Department of Justice or
21 fails to comply with all applicable California law, they cannot participate. Cal. Penal
22 Code § 27220.

23 ~~38.44.~~If a promoter fails to inform all prospective vendors of California's
24 state laws or fails to submit a list of all prospective vendors to the California
25 Department of Justice, the event cannot commence. Cal. Penal Code § 27230.

26 ~~39.45.~~A promoter must have written contracts with each vendor selling
27 firearms at the event. Cal. Penal Code § 27235.

28 ~~40.46.~~Promoters must post signs in a readily visible location at each public

1 entrance to the event that includes all of the following notices:

- 2 • **“This gun show follows all federal, state, and local firearms and**
- 3 **weapons laws, without exception.”**
- 4 • **“Any firearm carried onto the premises by any member of the**
- 5 **public will be checked, cleared of any ammunition, and secured in a**
- 6 **manner that prevents it from being operated, and an identification**
- 7 **tag or sticker will be attached to the firearm before the person is**
- 8 **allowed admittance to the show.”**
- 9 • **“No member of the public under the age of 18 years shall be**
- 10 **admitted to the show unless accompanied by a parent,**
- 11 **grandparent, or legal guardian.”**
- 12 • **“All firearm transfers between private parties at the show shall be**
- 13 **conducted through a licensed dealer in accordance with applicable**
- 14 **state and federal laws.”**
- 15 • **“Persons possessing firearms in this facility must have in their**
- 16 **immediate possession government-issued photo identification and**
- 17 **display it upon the request to any security officer or any peace**
- 18 **officer, as defined in Section 830.”** Cal. Penal Code § 27240(a).

19 41.47. Producers must also post signs in a readily visible location at each
20 entrance to the parking lot stating: “The transfer of firearms on the parking lot of
21 this facility is a crime.” Cal. Penal Code § 27240(b).

22 42.48. A willful failure of a producer to comply with any of California’s
23 applicable laws is a misdemeanor punishable with a fine of up to \$2,000 dollars and
24 would render the producer ineligible for a gun show producer license for up to one
25 year, which could cost a producer hundreds of thousands of dollars in lost revenue
26 for a willful infraction. Cal. Penal Code § 272459(c).

27 43.49. Actual firearm transfers are prohibited from taking place at any gun
28 show in California absent very limited exceptions applicable only to law

1 enforcement.⁴ The firearm purchase process can be started through an onsite
2 licensed “transfer dealer,” but the sale cannot be completed on site. Purchasers must
3 pick up their purchase after a 10-day waiting period and background check at a
4 licensed firearm retailer at a different licensed location. There is no “Gun Show
5 Loophole” at gun shows operated in accordance with California Law. Plaintiffs
6 diligently operate all of their gun shows in accordance with state law, and take
7 immediate remedial measures if irregularities are discovered.

8 44.50. The Gun Show Act of 2000, California Penal Code sections 27200-
9 27245, places even more restrictions on the operation of a gun show in California by
10 requiring that:

- 11 a. Vendors not display, possess, or offer for sale any firearms,
12 knives, or weapons for which possession or sale is prohibited;
- 13 b. Vendors acknowledge that they are responsible for knowing and
14 complying with all applicable federal, state, and local laws
15 dealing with the possession and transfer of firearms;
- 16 c. Vendors will not engage in activities that incite or encourage hate
17 crimes;
- 18 d. Vendors will process all transfers of firearms through licensed
19 firearms dealers as required by state law;
- 20 e. Vendors will verify that all firearms in their possession will be
21 unloaded and that the firearms will be secured in a manner that
22 prevents them from being operated except for brief periods, when
23

24 ⁴ Cal. Penal Code § 27310 (requiring all firearm transfers at gun shows to
25 comply with state and federal law); *id.* § 26805 (prohibiting the sale and transfer of a
26 firearm by a licensed dealer at any location other than the dealer’s premises as listed
27 on their license but allowing dealer to prepare documents at a gun show in
28 preparation for completion of the sale at the dealer’s premises); *id.* § 27545
(requiring all firearm transactions to be processed through a licensed dealer when
neither party is a licensed firearm dealer).

- 1 the mechanical condition of the firearm is being demonstrated to
2 prospective buyer;
- 3 f. Vendors provide all required information under Penal Code §
4 27320;
- 5 g. Vendors not display or possess black powder or offer it for sale;
- 6 h. Ammunition only be displayed in closed original factory boxes
7 or other closed containers, with the only exception for showing
8 the ammunition to a prospective buyer. On July 1, 2019,
9 additional state-law restrictions on the sale of ammunition will
10 become effective and gun shows must comply;
- 11 i. No member of the public under 18 years old may enter a gun
12 show unless accompanied by a parent or legal guardian;
- 13 j. No person other than security personnel or law enforcement
14 possess both a firearm and ammunition for that firearm at the
15 same time, with the exception of vendors who are selling both.

16 45.51. Even with all of the state and federal regulations that promoters and
17 vendors must comply with, Defendants continually attempt to place further
18 restrictions on Plaintiffs by requiring excessive security—more than is reasonably
19 necessary—and by requiring metal detectors for each door.

20 46.52. Under information and belief, all of this was done in an attempt to
21 make producing the shows at the Venue so cost prohibitive that Plaintiffs would just
22 decide to go elsewhere—when this tactic did not discourage Plaintiffs, Defendants
23 sought to ban the gun show events all together.

24 **II. The Gun Show Cultural Experience**

25 47.53. Gun show events are a modern bazaar—a convention of like-minded
26 individuals who meet in this unique public forum that has been set aside by state and
27 local governments for all manner of commerce. Gun shows just happen to include
28 the exchange of products and ideas, knowledge, services, education, entertainment,

1 and recreation, related to the lawful uses of firearms. Those lawful uses include (but
2 are not limited to):

- 3 a. Firearm safety training;
- 4 b. Self-defense;
- 5 c. Defense of others;
- 6 d. Defense of community;
- 7 e. Defense of state;
- 8 f. Defense of nation;
- 9 g. Hunting;
- 10 h. Target shooting;
- 11 i. Gunsmithing;
- 12 j. Admiration of guns as art;
- 13 k. Appreciation of guns as technological artifacts; and
- 14 l. Study of guns as historical objects.

15 ~~48.54.~~ Only a small percentage (usually less than 40%) of the vendors actually
16 offer firearms or ammunition for sale. The remaining vendors offer accessories,
17 collectibles, home goods, lifestyle products, food and other refreshments.

18 ~~49.55.~~ Gun shows in general, and the Del Mar show in particular, are a
19 celebration of America's "gun culture" that is a natural and essential outgrowth of
20 the constitutional rights that flow from the Second Amendment to the United States
21 Constitution. Participating in that culture is one of the primary reasons people attend
22 Crossroads gun shows as vendors, exhibitors, customers, and guests (even if
23 particular vendors/attendees are not in the firearm business or in the market to buy a
24 gun at a particular event.)

25 ~~50.56.~~ Another reason that people attend gun show events is to learn about the
26 technology and use of various firearms and ammunition when they are considering
27 whether to buy or sell a firearm (or ammunition) and to exchange knowledge with
28 experienced dealers and firearm enthusiasts that they cannot get anywhere else.

1 *Teixeira v. County of Alameda*, No. 13-17132 (9th Cir. 2017).⁵

2 ~~51.57.~~ Vendors at Crossroads gun shows are some of the same licensed
3 vendors that have brick & mortar stores in the community, operate legally over the
4 internet, and are registered with the state as lawful businesses. They sell legal
5 products and enjoy being able to attend gun shows so they can better interact with
6 customers in a more meaningful and intimate way. This convention-like setting is of
7 incalculable benefit to the gun-buying consumer and promotes public safety.

8 ~~52.58.~~ Gun shows are a First Amendment forum where literature and
9 information are shared, speakers provide valuable live lectures, classes are
10 conducted, political forums are held where gun rights discussions take place, and
11 candidates for political office can meet to discuss political issues, the government,
12 and the Constitution with constituents who are part of the California gun culture.
13 This forum is vitally important especially in California where government actors at
14 all levels of government (federal, state & local) are openly hostile to the cultural
15 values of the Second Amendment and where supporters of those cultural values are
16 not considered “mainstream.”

17 ~~53.59.~~ Gun shows, are cultural marketplaces for those members of the “gun
18 culture” who attend for the purpose of proselytizing their constitutional rights and to
19 transmit those beliefs in patriotism and the rights of the individual on to the next
20 generation. It is a place where parents take their children and grandparents take their
21 grandchildren to share with them, among other things, the love of historic firearms,
22 stories of American war heroes, and their love of hunting.

23 ~~54.60.~~ The Crossroads show in Del Mar is a place where parents can learn
24 how to protect their families and homes, as well as how to stay in compliance with
25

26 ⁵ The *Teixeira* court did not answer whether the Second Amendment includes
27 a right to purchase a firearm. Plaintiffs allege, in good faith, that the right to keep
28 and bear arms *necessarily* includes the rights to purchase and sell them. Indeed,
those rights are paramount to the exercise of the Second Amendment.

1 the ever-changing California gun laws. It is a place where people can discuss the
2 positions of political candidates and whether those values line up with their own
3 beliefs in protecting the Second Amendment.

4 ~~55.61.~~ The Crossroads shows are held and promoted, and considerable
5 investment is made, precisely for the purpose of promoting and “normalizing” the
6 gun culture and the constitutional principles that gun show participants hold dear.

7 ~~56.62.~~ Anti-gun activist groups use false data and scare tactics to try to
8 influence the decisions of politicians. ~~The District wishes~~ Defendants wish to end
9 this celebration of “gun culture” and Second Amendment rights because they do not
10 understand the culture or the people, ~~and therefore will not condone it.~~ They have
11 thus attempted, first through a moratorium on gun show events and then through
12 A.B. 893, to permanently deprive Plaintiffs of their right to engage in
13 constitutionally protected conduct at the Venue.

14 ~~57.63.~~ Promoting and facilitating the exercise of fundamental constitutional
15 rights, even controversial ones, is conduct that is worthy of and entitled to protection
16 by the United States Constitution.

17 **III. The Del Mar Fairgrounds Venue**

18 ~~58.64.~~ The Venue is owned by the state of California and managed by
19 the Board of Directors of Defendant 22nd District Agricultural Association. (Ex. 1.)
20 Defendant District is charged with maintaining the Venue and ensuring that is used
21 for public purposes.

22 ~~59.65.~~ Defendant Ross, as the Secretary of the California Department of
23 Food & Agriculture, oversees the operation of the various agricultural districts in the
24 state, including Defendant District. The Department, under Secretary Ross, provides
25 policies and guidance for the operation of all agricultural districts in the state,
26 including the use of facilities as directed by Department policy.

27 ~~60.66.~~ The Department of Food & Agriculture maintains a *CDFA Contracts*
28 *Manual for Agricultural Districts* (“Manual”). Section 6.25 of the Manual states that

1 “[w]hether or not a fair rents out their facilities for gun shows is a policy decision to
2 be made by the fair board and their community.”

3 ~~61.67.~~ Due to its large size and unique urban location, the Del Mar Fairground
4 is a unique, publicly owned venue. There is no other public or private venue of
5 similar size in the area. Effectively, the government has a monopoly on venues of
6 this size and type in the area.

7 ~~62.68.~~ The Venue is a state-owned property maintained and opened for use by
8 the public. By virtue of being opened by the state for use by the public, it is a
9 “public forum,” from which the government may not generally exclude expressive
10 activity. *Cinevision Corp. v. City of Burbank*, 745 F.2d 560, 569 (9th Cir. 1984)
11 (quoting *Perry Educ. Ass’n v. Perry Local Educators’ Assn*, 460 U.S. 37, 45-46
12 (1983)).

13 ~~63.69.~~ The Venue is used by many different public groups and is a major event
14 venue for large gatherings of people to engage in expressive activities, including
15 concerts, festivals, and industry shows.

16 ~~64.70.~~ The Venue actively promotes the use of the property by the public
17 through contracting for available space at the Venue.

18 ~~65.71.~~ Defendants claim that the Venue complies with the Americans with
19 Disability Act, implying that Defendants themselves consider it to be a “public
20 venue” since private facilities need not comply with ADA requirements.

21 ~~66.72.~~ The Venue’s website states its mission is “[t]o manage and promote a
22 world-class, multi-use, *public assembly facility* with an emphasis on agriculture,
23 education, entertainment, and recreation in a fiscally sound and environmentally
24 conscientious manner *for the benefit of all.*” [http://www.delmarfairgrounds.com/
25 index.php?fuseaction=facilities.ada_info](http://www.delmarfairgrounds.com/index.php?fuseaction=facilities.ada_info) (emphasis added).

26 ~~67.73.~~ The Venue has held ~~other~~ non-gun-show events in which criminal
27 activity has taken place—including theft and a shooting. These criminal incidents
28 are no more likely to happen at a gun show event ~~than~~~~that~~ the non-gun-show event.

1 The District has taken no actions to ban or impose a moratorium on these promoters
2 or events. (Ex. 2.)

3 **IV. Contracting to Rent the Del Mar Venue**

4 ~~68~~.74. The District has a process for securing returning contractors who would
5 like to secure specific dates into future years before the contracts can be drafted and
6 executed.

7 ~~69~~.75. Each year, returning and regular contractors, including Crossroads,
8 submit preferred dates for the next calendar year, so the District can confirm
9 availability and so Crossroads can begin to reserve vendors and materials for the
10 show weekends.

11 ~~70~~.76. Due to the size and extensive planning that goes into producing gun
12 show events, the District has for the past 30 years provided and held preferred dates
13 for contractors until the contracts can fully be executed. The “hold” system
14 essentially operates as a right of first refusal to the benefit of returning contractors.
15 For example, if another contractor wanted the same preferred dates as Crossroads,
16 the District would not allow another vendor to come in and take those dates from
17 Crossroads even though there is no official contract in place yet.

18 ~~71~~.77. The “hold” system also provides the District with the security of
19 knowing its venue is booked with experienced and knowledgeable repeat contractors
20 that have a demonstrated record of running safe and profitable events at the Venue.

21 ~~72~~.78. This reservation system also permits the promoter to spend advertising
22 dollars to promote the show. When governments announce plans to ban gun shows
23 at particular venues, vendors and patrons rationally make plans to attend at other
24 venues or seek other states to conduct their commerce. If/when the bans/moratorium
25 is set aside, promoters must then spend additional resources to attract business to
26 correct the false trial impression that shows have been cancelled.

27 ~~73~~.79. The District also considers the “hold” dates and shows during Venue
28 budget discussions which are typically held in the year before the contracts are

1 commenced.

2 ~~74.~~80. Upon information and belief, the “hold” system is widely used by
3 similar state fair board venues and is standard industry practice. (Ex. 3.)

4 ~~75.~~81. On or about July 5, 2018, Venue staff sent e-mails to Crossroads
5 confirming “holds” on Crossroads’ preferred dates for gun show events at the Venue
6 in 2019. (Ex. 4.)

7 ~~76.~~82. Crossroads, after doing business in this customary manner for 30 years,
8 had no reason to doubt the District would honor the preferred “hold” dates or the
9 staff emails confirming future dates which would lead to the eventual executed
10 contract for the event space on the dates indicated.

11 ~~77.~~83. On information and belief, all parties understood that the 2019 “hold”
12 dates were binding and would allow for Crossroads and Venue staff to plan for
13 future events at the Venue.

14 **V. Defendants Ban Gun Show Events at the Venue**

15 ~~78.~~84. Even though Crossroads had secured “hold” dates for 2019, and despite
16 the long history that Crossroads has with the Venue in operating safe and legal
17 events, the political environment has become hostile toward gun show events and,
18 more generally toward the “gun culture.”

19 ~~79.~~85. Indeed, gun-show-banning activists are at work throughout the state
20 and the country to ban *all* gun shows *everywhere*, not because they are “dangerous
21 for the community,” but because they do not subscribe to the same values as gun
22 show promoters, vendors, and participants. (Ex. 5.)

23 ~~80.~~86. In 2017, gun-show-banning activists began pressuring Defendant
24 District to prohibit gun show events at the Venue.

25 ~~81.~~87. These activists rely on unfounded fears about the security of gun show
26 events, false claims that gun shows are inherently dangerous because they normalize
27 the “gun culture,” and stereotypes about the people that attend gun shows. *See City*
28 *of Cleburne v. Cleburne Living Ctr.*, 473 U.S. 432 (1985) (striking an ordinance

1 requiring a special permit for a group home for the intellectually disabled, the Court
2 cited direct evidence of negative attitudes toward persons with disabilities expressed
3 by community members and recorded in the legislative history).

4 ~~82.88.~~ In response, the District began a series of meetings and public-comment
5 periods to determine whether Defendants would continue to contract with
6 Crossroads or other promoters for the use of the Venue for gun show events.

7 ~~83.89.~~ The District also engaged in communications with other government
8 agencies and with Crossroads to determine whether gun shows at the Venue were
9 operated in full compliance with state and federal law, and if the events pose any
10 real danger to the community.

11 ~~84.90.~~ Defendant Shewmaker also appointed a non-public, ad hoc committee
12 of two members of the District (comprised of just himself and Defendant Valdez) to
13 investigate the gun show operation at the Venue and report back to the District with
14 recommendations for the continued use of the Venue for gun show events. The ad
15 hoc “Contracts Committee” had no set timeframe for its activities.

16 ~~85.91.~~ On April 23, 2018, then-Governor-Elect Gavin Newsom sent a letter to
17 the District expressing his support for ending gun shows at the Venue.

18 ~~86.92.~~ On August 24, 2018, Defendant Shewmaker responded to Newsom in a
19 letter stating that “the time has come for the 22nd DAA to take action and we plan to
20 do something on September 11th.” This strong inference that the District intended to
21 “take action” to put an end to gun show events suggests that Defendant Shewmaker
22 intentionally and unlawfully discriminated against Plaintiffs, having already made a
23 decision before the public hearing such that Plaintiffs could not receive a fair and
24 unbiased hearing. *See Cinevision*, 745 F.2d at 571-77.

25 ~~87.93.~~ In advance of the September 11, 2018 meeting, Plaintiffs’ counsel
26 wrote to all members of the District, informing them that prohibiting gun show
27 events on public property would violate the rights of Crossroads, as well as vendors
28 and individual participants of gun show events. (Ex. 6.) What’s more, at least two

1 licensed attorneys serve on the District—surely, they understand that viewpoint-
2 based discrimination in the rental of public property violates the First Amendment
3 unless supported by a compelling governmental interest.

4 ~~88~~.94. At the public hearing on September 11, 2018, the ad hoc “Contracts
5 Committee” recommended that the District “not consider any contracts with the
6 producers of gun shows beyond December 31st 2018 until such time as the District
7 has put into place a more thorough policy regarding the conduct of gun shows that:

- 8 a. Considers the feasibility of conducting gun shows for only
9 educational and safety training purposes and bans the possession
10 of guns and ammunition on state property[;]
- 11 b. Aligns gun show contract language with recent changes to state
12 and federal law[;]
- 13 c. Details an enhanced security plan for the conduct of future
14 shows[;]
- 15 d. Proposes a safety plan[;]
- 16 e. Considers the age appropriateness of the event[;]
- 17 f. Grants rights for the DAA to perform an audit to ensure full
18 compliance with California Penal Code Sections 171b and
19 12071.1 and 1207.4.” (Ex. 7.)

20 ~~89~~.95. The ad hoc “Contracts Committee” recommended that the District
21 require the presentation of the proposed policy at the December 2019 meeting of the
22 District.

23 ~~90~~.96. At the September 11, 2018 hearing, Defendant Shewmaker stated that
24 he was done “drinking the Kool-Aid” regarding gun shows at the Venue. And he
25 offered a story of a personal experience with gun violence unrelated to gun show
26 events—appearing to rely on improper personal motives instead of what is best for
27 the Venue or the constitutional rights of Plaintiffs. *Village of Willowbrook v. Olech*,
28 528 U.S. 562 (2000).

1 91-97. On the other hand, in testimony before the District, the Del Mar
 2 Fairgrounds Chief Marketing Officer stated that “[w]e feel 100% comfortable with
 3 the security measures we take,” while discussing the implementation of the security
 4 measures used for events at the Venue, including those implemented at gun shows.
 5 Matt Boone, *Security Concerns Linger Ahead of KAABOO After Shooting at Del*
 6 *Mar Fairgrounds*, ABC News 10 San Diego (Sept. 12, 2018), available at
 7 [https://www.10news.com/news/security-concerns-linger-ahead-of-kaaboo-after-](https://www.10news.com/news/security-concerns-linger-ahead-of-kaaboo-after-shooting-at-del-mar-fairgrounds)
 8 [shooting-at-del-mar-fairgrounds](https://www.10news.com/news/security-concerns-linger-ahead-of-kaaboo-after-shooting-at-del-mar-fairgrounds). He did not suggest that the security measures taken
 9 at gun show events at the Venue were lacking in any way.

10 92-98. Ultimately, the lengthy process of meetings, public comment, and
 11 communications with stakeholders resulted in no finding that allowing the (already
 12 heavily regulated) gun show events to continue at the Venue posed a definite or
 13 unique risk to public safety. Indeed, the District presented no evidence of any safety
 14 concerns within the community that could be linked to the 30-year-old gun show-
 15 event at the Venue.

16 93-99. To the contrary, banning highly regulated gun shows in California
 17 communities, like Del Mar, serves to distort the gun market, potentially pushing
 18 California gun buyers into less restrictive gun-buying environments.⁶

20 ⁶ Joyce Lupiani, *Nevada Gun Shows Tied to California Gun Violence*, KTNV
 21 (2017), [https://www.ktnv.com/news/crime/study-nevada-gun-shows-tied-to-](https://www.ktnv.com/news/crime/study-nevada-gun-shows-tied-to-california-gun-violence)
 22 [california-gun-violence](https://www.ktnv.com/news/crime/study-nevada-gun-shows-tied-to-california-gun-violence) (last visited Jan. 21, 2019); Brett Israel, *Study: Gun Deaths,*
 23 *Injuries in California Spike Following Nevada Gun Shows*, Berkeley News (2017),
 24 [https://news.berkeley.edu/2017/10/23/embargoed-until-1023-2pm-pdt-study-gun-](https://news.berkeley.edu/2017/10/23/embargoed-until-1023-2pm-pdt-study-gun-deaths-injuries-in-california-spike-following-nevada-gun-shows/)
 25 [deaths-injuries-in-california-spike-following-nevada-gun-shows/](https://news.berkeley.edu/2017/10/23/embargoed-until-1023-2pm-pdt-study-gun-deaths-injuries-in-california-spike-following-nevada-gun-shows/) (last visited Jan.
 26 21, 2019). *But see* Mariel Alper, Ph.D., & Lauren Glaze, Bureau of Justice Statistics,
 27 *Source and Use of Firearms Involved in Crimes: Survey of Prison Inmates, 2016*
 28 (2019), available at <https://www.bjs.gov/content/pub/pdf/suficspi16.pdf> (last visited
 Jan. 21, 2019); Garen J. Wintemute, et al., *Gun Shows and Gun Violence: Fatally
 Flawed Study Yields Misleading Results*, 100 Am. J. Pub. Health 1856-60 (2010),
 available at <https://www.ncbi.nlm.nih.gov/pmc/articles/PMC2936974/> (last visited
 Jan. 21, 2019).

1 94.100. Nonetheless, relying on contrived possibilities of unknown
 2 dangers and unfounded claims that prohibiting gun shows might prevent suicide and
 3 violent crime because the “gun culture” would be censored,⁷ on September 11, 2018,
 4 Defendant District voted (8-to-1) to impose a one-year moratorium (for the year
 5 2019) on gun show events at the Venue while they study potential safety concerns.

6 95.101. Lacking any evidence that continuing to contract with Crossroads
 7 to host gun shows at the Venue raised any real public safety concerns, it is clear that
 8 the District ultimately gave into populist pressure from gun-show-banning activist
 9 groups.

10 96.102. In so doing, Defendants ignored their mission to maintain a
 11 “public assembly facility... *for the benefit of all*” to the detriment of the civil rights
 12 of Plaintiffs and others who attend and participate in gun shows. As a result,
 13 Plaintiffs are being denied access to the public Venue because the District disagrees
 14 with the content and viewpoint of their speech.

15 **VI. Effect of the Gun Show Ban on Plaintiffs**

16 97.103. Because of the time and resources needed to implement a gun
 17 show event, Crossroads must plan its shows at least one year in advance. Because of
 18 the late cancellation of the 2019 show schedule by Defendants, Crossroads has been
 19 unable to find a suitable alternate location that offers the comparable space and
 20 resources as the Venue.

21 98.104. What’s more, the government prohibits the building of similar
 22 venues within their districts as a way of preventing competition for available space.
 23 As a result, there are no venues within the same area that offer comparable space
 24 and parking needed for gun show events.

25 ⁷ *But see* Alvaro Castillo-Caniglia, Ph.D., et al., *California’s Comprehensive*
 26 *Background Check and Misdemeanor Violence Prohibition Policies and Firearm*
 27 *Mortality*, *Annals of Epidemiology* (Oct. 11, 2018) (noting that, in California
 28 communities with the most stringent gun restrictions, there has been a marked
 increase in both property and violent crime).

1 ~~99.~~105. The use of a smaller private venue by Crossroads would result in
2 substantial loss of revenue and having to turn away many of the vendors and
3 attendees due to space constraints. It is not economically or practically feasible.

4 ~~100.~~106. Defendants’ refusal to rent the Venue for lawful activity causes
5 economic damage to Crossroads in loss of event revenue, vendors, future show
6 dates, companies used as suppliers for gun show events, and business reputation and
7 goodwill that has been built by Plaintiff for more than 30 years.

8 ~~101.~~107. Defendants’ refusal to contract with Crossroads for gun show
9 events at the Venue causes economic damage to the organizational plaintiffs, CRPA,
10 SAF, and South Bay, which use their vendor space, in part, to sell organization
11 memberships, advertise their educational courses, request donations, and sell
12 organization merchandise, like hats and stickers.

13 ~~102.~~108. Defendants’ refusal to contract with Crossroads for gun show
14 events at the Venue causes economic damage to the vendor plaintiff, Mike Walsh,
15 who uses his vendor space, in part, to sell ammunition.

16 ~~103.~~109. Defendants’ refusal to rent its publicly-owned “public assembly
17 facility” to Crossroads for gun show events, a lawful business, violates each
18 Plaintiffs’ rights to engage in free speech and peaceful assembly, and their rights to
19 equal protection and due process.

20 ~~104.~~110. Specifically, Defendants’ conduct strips Plaintiffs Bardack, Diaz,
21 Dupree, Irick, and Walsh, as well as the organizational plaintiffs, CRPA, SAF, and
22 South Bay, of a vital opportunity to assemble and engage in pure speech about the
23 rights and responsibilities of gun owners, the Second Amendment, patriotism, and
24 political activism with like-minded individuals.

25 ~~105.~~111. Defendants’ conduct complained of here also strips Crossroads
26 of the right to promote gun show events, acting as a “clearinghouse” for both
27 political speech and commercial speech.

28 ~~106.~~112. Defendants’ conduct complained of here also strips Plaintiff

1 Walsh of a vital opportunity to assemble and engage in lawful commercial speech,
2 including the offer and acceptance of sales of ammunition and other firearm-related
3 goods.

4 113. Furthermore, even if the Court grants injunctive relief, Crossroads will
5 have incurred damages in having to devote extraordinary advertising dollars to
6 inform the public that the gun show has not been banned in San Diego County.⁸

7 **VIII. California’s Assembly Bill 893 (Gloria)**

8 114. On or about October 11, 2019, Governor Newsom signed A.B. 893 into
9 law. A true and correct copy of A.B. 893 is attached as Exhibit 8.

10 115. A.B. 893 bars any “officer, employee, operator, lessee, or licensee of
11 the [District]” from “contract[ing] for, authoriz[ing], or allow[ing] the sale of any
12 firearm or ammunition on the property or in the buildings that comprise the Del Mar
13 Fairgrounds” (Ex. 8.)

14 116. A.B. 893 has the same practical effect on Plaintiffs’ gun show events as
15 the District’s moratorium by permanently banning the commercial sale of firearms
16 and ammunition at the Venue.

17 117. Further, A.B. 893 defies existing case law in the Ninth Circuit
18 protecting the commercial speech associated with firearms sales on public property.
19 *See Nordyke v. Santa Clara Cty.*, 110 F. 3d 707 (9th Cir. 1997).

20 ~~107.~~118. Although A.B. 893 purports to take effect on or after January 1,
21 2021, given the publicity associated with the initial moratorium imposed by the
22 District, as well as the commercial necessities of planning and booking gun show
23 events and the further requirements of securing contracts with vendors and
24 advertising from various media outlets well in advance of the events, the future

25
26 ⁸ On or about June 18, 2019, this Court granted preliminary injunctive relief
27 against the District’s moratorium. After that order was entered, the parties began
28 settlement efforts which are ongoing. During those efforts, the state of California
passed, and the Governor signed, A.B. 893.

1 enforcement date of A.B. 893 has a present and concrete chilling effect on Plaintiffs'
2 First Amendment rights.

3 **FIRST CAUSE OF ACTION**

4 **Violation of Right to Free Speech Under U.S. Const., amend. I**

5 **42 U.S.C. § 1983**

6 (By Plaintiffs CRPA, South Bay, SAF and All Individuals Against ~~All~~ Defendants
7 District, Shewmaker, Valdez, and Ross)

8 ~~108.119.~~ Plaintiffs incorporate by reference paragraphs 1 through ~~118~~107
9 of this Complaint as though fully set forth herein in their entirety.

10 ~~109.120.~~ The First Amendment provides that “Congress shall make no law
11 . . . abridging the freedom of speech. . . .”

12 ~~110.121.~~ The First Amendment’s Freedom of Speech Clause is
13 incorporated and made applicable to the states and their political subdivisions by the
14 Fourteenth Amendment to the United States Constitution and by 42 U.S.C. § 1983.

15 ~~111.122.~~ The First Amendment does not tolerate the suppression of speech
16 based on the viewpoint of the speaker. Public property made available for lease by
17 community groups to engage in expressive activity must thus be available without
18 regard to the viewpoint sought to be expressed. *Cinevision*, 745 F.2d 560. Such
19 venues cannot be opened to some and closed to others, suppressing protected
20 expression, absent a compelling government interest. *Id.* at 571.

21 ~~112.123.~~ The state of California owns the Venue, a fair venue. It is rented
22 to the public, including community-based organizations and businesses, for its use
23 and enjoyment, including for concerts, festivals, and industry shows.

24 ~~113.124.~~ Defendant Ross, as the Secretary of the California Department of
25 Food & Agriculture, is responsible for the oversight of California fair venues. She
26 has authorized Defendants District, Shewmaker, and Valdez, to interpret, enforce,
27 and implement its policies for the operation and management of the Venue,
28 including CDFA Contract Manual section 6.25 (discretion to contract with gun show

1 events).

2 ~~114.~~125. Defendants District, Shewmaker, and Valdez do, in fact,
3 interpret, implement, and enforce the policies of the Department of Food &
4 Agriculture as regards the Venue, including those policies and practices regarding
5 rental of the Venue for public use. As described herein, Defendants District,
6 Shewmaker, and Valdez have imposed a content-based restriction on Plaintiffs’
7 speech in violation of the First Amendment.

8 ~~115.~~126. Plaintiffs CRPA, SAF, South Bay, and Individuals Bardack,
9 Diaz, Dupree, Irick, and Walsh have attended in the past and wish to again attend
10 Crossroads of the West Gun Show at the Venue so they may exchange ideas,
11 information, and knowledge, as well discuss political issues and the importance of
12 protecting and defending the Second Amendment.

13 ~~116.~~127. Plaintiffs CRPA, SAF, South Bay, and Individuals Bardack,
14 Diaz, Dupree, Irick, and Walsh have a right under the First Amendment to use the
15 Venue for their expressive activity on the same basis as other members of the public
16 without regard to the viewpoints they seek to express.

17 ~~117.~~128. Defendants, however, placed a moratorium on all gun shows at
18 the Venue in 2019 with the intention of permanently banning them—based on their
19 opposition to Plaintiffs’ “pro-gun rights” viewpoint—thereby denying Plaintiffs
20 their rights under the First Amendment.

21 ~~118.~~129. There is no compelling governmental interest to support the
22 shuttering of all gun show events at the Venue, which in turn destroys a vital outlet
23 for the expression and exchange of ideas related to promoting and preserving the
24 “gun culture” in California and elsewhere.

25 ~~119.~~130. Defendants acted with malice, oppression, and wanton and
26 intentional disregard of the rights of Plaintiffs when it eliminated the promised dates
27 for 2019 for the gun shows and refused to allow contracts with the Venue like other
28 lawful businesses based upon a viewpoint held by Plaintiffs with which Defendants

1 do not agree.

2 ~~120~~131. As a direct and proximate result of Defendants’ conduct,
3 Plaintiffs CRPA, South Bay, SAF and Individuals Bardack, Diaz, Dupree, Irick, and
4 Walsh have suffered irreparable harm, including the violation of their constitutional
5 right to freedom of expression, entitling them to declaratory and injunctive relief and
6 nominal damages.

7 **SECOND CAUSE OF ACTION**

8 **Violation of Right to Free Speech Under U.S. Const., amend. I**

9 **42 U.S.C. § 1983**

10 (By Plaintiff Crossroads Against ~~All~~ Defendants District, Shewmaker, Valdez, and
11 Ross)

12 ~~121~~132. Plaintiffs incorporate by reference paragraphs 1 through ~~120~~131
13 of this Complaint as though fully set forth herein in their entirety.

14 ~~122~~133. The First Amendment provides that “Congress shall make no law
15 . . . abridging the freedom of speech. . . .”

16 ~~123~~134. The First Amendment’s Freedom of Speech Clause is
17 incorporated and made applicable to the states and their political subdivisions by the
18 Fourteenth Amendment to the United States Constitution and by 42 U.S.C. § 1983.

19 ~~124~~135. The First Amendment does not tolerate the suppression of speech
20 based on the viewpoint of the speaker. Public property made available for lease by
21 community groups to engage in expressive activity must thus be available without
22 regard to the viewpoint sought to be expressed. *Cinevision*, 745 F.2d 560. Such
23 venues cannot be opened to some and closed to others, suppressing protected
24 expression, absent a compelling government interest. *Id.* at 571.

25 ~~125~~136. Event promoters, though they generally promote events for
26 profit, “still enjoy the protections of the First Amendment.” *Id.* at 567. For “[t]he
27 role of a promoter in ensuring access to the public is at least as critical as the role of
28 a bookseller or theater owner and . . . is in a far better position than a concert goer or

1 individual performers to vindicate First Amendment rights and ensure public
2 access.” *Id.* at 568. The conduct they engage in is protected expression.

3 ~~126.137.~~ The state of California owns the Venue, a fair venue. It is rented
4 to the public, including community-based organizations and businesses, for its use
5 and enjoyment, including for concerts, festivals, and industry shows.

6 ~~127.138.~~ Defendant Ross, as Secretary of the California Department of
7 Food & Agriculture, is responsible for the oversight of California fair venues. She
8 has authorized Defendants District, Shewmaker, and Valdez to interpret, enforce,
9 and implement its policies for the operation and management of the Venue,
10 including CDFA Contract Manual section 6.25 (discretion to contract with gun show
11 events).

12 ~~128.139.~~ Defendants District, Shewmaker, and Valdez do, in fact,
13 interpret, implement, and enforce the policies of the Department of Food &
14 Agriculture as regards the Venue, including those policies and practices regarding
15 rental of the Venue for public use. As described herein, Defendants District,
16 Shewmaker, and Valdez have imposed a content-based restriction on Crossroads’
17 speech in violation of the First Amendment.

18 ~~129.140.~~ Plaintiff Crossroads seeks to engage in protected speech at the
19 Venue, a noted “public assembly facility,” through the promotion and productions of
20 events for lawful expressive activity, including events that bring together like-
21 minded individuals to engage in pure political and educational speech, as well as
22 commercial speech of vendor and individual participants to communicate offer and
23 acceptance for the sale of goods and services.

24 ~~130.141.~~ Plaintiff Crossroads has a right under the First Amendment to use
25 the Venue for its expressive activity on the same basis as other members of the
26 public without regard to the content or viewpoint it seeks to express and promote.

27 ~~131.142.~~ Defendants, however, placed a moratorium on all gun shows at
28 the Venue in 2019 with the intention of permanently banning them—based on their

1 opposition to Crossroads’ “pro-gun rights” viewpoint—thereby denying Plaintiff of
2 its rights under the First Amendment.

3 ~~132.~~143. Defendants’ policy and practice of permitting organizers of non-
4 gun-show events to use the Venue for their events, while denying Crossroads and all
5 gun show promoters access, bars Plaintiff from engaging in expression based on the
6 content and viewpoint of its speech.

7 ~~133.~~144. There is no compelling governmental interest to support the
8 shuttering of all gun show events at the Venue, which in turn destroys a vital outlet
9 for the expression and exchange of ideas related to promoting and preserving the
10 “gun culture” in California and elsewhere.

11 ~~134.~~145. Indeed, Defendants’ refusal to rent the publicly owned facility to
12 a lawful business (that has, for 30 years, conducted safe and successful events at the
13 Venue) does not advance any public interest and subjects Plaintiff Crossroads to the
14 deprivation of free speech rights secured by the First Amendment.

15 ~~135.~~146. Defendants acted with malice, oppression, and wanton and
16 intentional disregard of the rights of Crossroads when it eliminated the promised
17 dates for 2019 and refused to contract with Crossroads for use of the public Venue
18 for expressive activity based the content and viewpoint of Plaintiff Crossroads’
19 speech.

20 ~~136.~~147. As a direct and proximate result of Defendants’ conduct,
21 Plaintiff Crossroads has suffered irreparable harm, including the violation of its
22 constitutional right to freedom of expression, entitling Plaintiff to declaratory and
23 injunctive relief and nominal damages.

24 **THIRD CAUSE OF ACTION**

25 **Violation of Right to Free Speech Under U.S. Const., amend. I**

26 **42 U.S.C. § 1983**

27 (By Plaintiffs Walsh and Ammo Bros. Against ~~All~~ Defendants District, Shewmaker,
28 Valdez, and Ross)

1 ~~137~~148. Plaintiffs incorporate by reference paragraphs 1 through ~~136~~147
2 of this Complaint as though fully set forth herein in their entirety.

3 ~~138~~149. The First Amendment provides that “Congress shall make no law
4 . . . abridging the freedom of speech. . . .”

5 ~~139~~150. The First Amendment’s Freedom of Speech Clause is
6 incorporated and made applicable to the states and their political subdivisions by the
7 Fourteenth Amendment to the United States Constitution and by 42 U.S.C. § 1983.

8 ~~140~~151. The First Amendment does not tolerate the suppression of speech
9 based on the viewpoint of the speaker. Public property made available for lease by
10 community groups to engage in expressive activity must thus be available without
11 regard to the viewpoint sought to be expressed. *Cinevision*, 745 F.2d 560. Such
12 venues cannot be opened to some and closed to others, suppressing protected
13 expression, absent a compelling government interest. *Id.* at 571.

14 ~~141~~152. The state of California owns the Venue, a fair venue. It is rented
15 to the public, including community-based organizations and businesses, for its use
16 and enjoyment, including for concerts, festivals, and industry shows.

17 ~~142~~153. Defendant Ross, as Secretary of the California Department of
18 Food & Agriculture, is responsible for the oversight of California fair venues. She
19 has authorized Defendants District, Shewmaker, and Valdez to interpret, enforce,
20 and implement its policies for the operation and management of the Venue,
21 including CDFA Contract Manual section 6.25 (discretion to contract with gun show
22 events).

23 ~~143~~154. Defendants District, Shewmaker, and Valdez do, in fact,
24 interpret, implement, and enforce the policies of the Department of Food &
25 Agriculture as regards the Venue, including those policies and practices regarding
26 rental of the Venue for public use. As described herein, Defendants District,
27 Shewmaker, and Valdez have imposed a content-based restriction on Plaintiff
28 Walsh’s speech in violation of the First Amendment.

1 ~~144.~~155. Plaintiffs Walsh and Ammo Bros. have attended in the past and
2 wish to again attend Crossroads gun shows at the Venue to engage in lawful
3 commercial speech with individual attendees.

4 ~~145.~~156. Plaintiffs Walsh and Ammo Bros. have a right under the First
5 Amendment to use the Venue for expressive activity on the same basis as other
6 members of the public without regard to the viewpoints they seek to express and
7 promote.

8 ~~146.~~157. Defendants, however, placed a moratorium on all gun shows at
9 the Venue in 2019 with the intention of permanently banning them—based on their
10 opposition to Plaintiff Walsh’s “pro-gun rights” viewpoint—thereby denying
11 Plaintiff Walsh of his rights under the First Amendment.

12 ~~147.~~158. Defendants’ policy and practice of permitting organizers of non-
13 gun-show vendors to use the Venue, while denying Plaintiffs Walsh and Ammo
14 Bros., as well as all gun show vendors the same access, bars Plaintiffs from
15 engaging in expression based on the content and viewpoint of his speech.

16 ~~148.~~159. There is no substantial governmental interest to support the
17 shuttering of all gun show events at the Venue, which in turn destroys a vital outlet
18 for commercial speech related to the sale of firearms, ammunition, and firearms
19 accessories.

20 ~~149.~~160. Even if there were a substantial governmental interest in
21 restricting gun shows and the commercial speech that occurs at such events, banning
22 gun show events at the Venue altogether is more extensive than necessary to serve
23 any such interest.⁹

24 ~~150.~~161. As a direct and proximate result of Defendants’ conduct,
25 Plaintiffs Walsh and Ammo Bros. have suffered irreparable harm, including the
26

27 ⁹ See *Nordyke v. Santa Clara County*, 110 F.3d 707 (9th Cir. 1997) (holding
28 that a ban on the sale of firearms on county-owned land was overbroad as abridging
commercial speech associated with the sale of lawful products).

1 violation of their constitutional right to freedom of expression, entitling them to
2 declaratory and injunctive relief and nominal damages.

3 **FOURTH CAUSE OF ACTION**

4 **Prior Restraint on Right to Free Speech Under U.S. Const., amend. I**

5 **42 U.S.C. § 1983**

6 (By All Plaintiffs Against ~~All~~ Defendants District, Shewmaker, Valdez, and Ross)

7 ~~151.162.~~ Plaintiffs incorporate by reference paragraphs 1 through ~~161~~150
8 of this Complaint as though fully set forth herein in their entirety.

9 ~~152.163.~~ The First Amendment provides that “Congress shall make no law
10 . . . abridging the freedom of speech. . . .”

11 ~~153.164.~~ The First Amendment’s Freedom of Speech Clause is
12 incorporated and made applicable to the states and their political subdivisions by the
13 Fourteenth Amendment to the United States Constitution and by 42 U.S.C. § 1983.

14 ~~154.165.~~ The First Amendment affords special protection against policies
15 or orders that impose a previous or prior restraint on speech. “[P]rior restraints on
16 speech and publication are the most serious and least tolerable infringement on First
17 Amendment Rights.” *Ass’n for L.A. Deputy Sheriffs v. L.A. Times Commc’ns LLC*,
18 239 Cal. App. 4th 808, 811 (2015), citing *Neb. Press Ass’n v. Stuart*, 427 U.S. 539,
19 559 (1976). A prior restraint is particularly egregious when it falls upon the
20 communication of news, commentary, current events, political speech, and
21 association. *N.Y. Times Co. v. United States*, 403 U.S. 713, 715 (1971).

22 ~~155.166.~~ Prior restraint also involves the “unbridled discretion doctrine”
23 where a policy, or lack thereof, allows for a single person or body to act at their sole
24 discretion, without regard for any constitutional rights possessed by the person upon
25 which the action is taken, and where there is no remedy for challenging the
26 discretion of the decision makers. *Lakewood v. Plain Dealer Publ’g Co.*, 486 U.S.
27 750, 757 (1988).

28 ~~156.167.~~ Further, denying or cancelling a government contract in

1 anticipation that an event or its attendees will violate the law, where there is no more
2 chance of criminal elements surfacing at such event than at any other event, is an
3 unlawful prior restraint on expression. *See Se. Promos., Ltd., v. Conrad*, 420 U.S.
4 546 (1975).

5 ~~157.~~168. Defendant Ross, as the Secretary of the California Department of
6 Food & Agriculture, is responsible for the oversight of California fair venues.
7 Through the Department, she issues guidance giving local agricultural district
8 boards full discretion to determine who they issue contracts to for the use of their
9 facilities. This recommendation does not currently take into account the potential for
10 a violation of constitutional rights, like free speech and assembly.

11 ~~158.~~169. Defendant Ross, as Secretary of the California Department of
12 Food & Agriculture, has authorized Defendants District, Shewmaker, and Valdez to
13 interpret, enforce, and implement its policies for the operation and management of
14 the Venue, including CDFA Contract Manual section 6.25 (discretion to contract
15 with gun show events).

16 ~~159.~~170. Defendants District, Shewmaker, and Valdez do, in fact,
17 interpret, implement, and enforce the policies and guidance of the Department of
18 Food & Agriculture as regards the Venue, including those policies and practices
19 regarding rental of the Venue for public use.

20 ~~160.~~171. Defendant District does not have any policy for determining who
21 will win a contract from the District and who will not, except that the District is the
22 sole and final decision maker on all contracts. There is no policy outlining
23 requirements for contracting or detailing who and what activities are allowed at the
24 public venue—only that the District makes the decision on any contract brought
25 before it.

26 ~~161.~~172. Defendants District, Shewmaker, and Valdez voted to prohibit
27 promoters and vendors from contracting for use of the Venue to host gun show
28 events, thus quashing their speech and the speech of vendors and attendees of the

1 show.

2 ~~162~~173. Defendants’ policies and practices complained of here impose an
3 unconstitutional prior restraint because they vest local agricultural district boards
4 and board members, including Defendants District, Shewmaker, and Valdez, with
5 unbridled discretion to permit or refuse protected expression by members of the
6 public, including Plaintiffs.

7 ~~163~~174. Defendants’ policies and practices complained of here give
8 unbridled discretion to local agricultural district boards and board members to
9 decide what forms of expression members of the public may engage in on at the
10 Venue and to ban any other expression at the whim of those boards and board
11 members in violation of the First Amendment.

12 ~~164~~175. As a direct and proximate result of Defendants’ conduct,
13 Plaintiffs have suffered irreparable harm, including the violation of their
14 constitutional right to freedom of expression, entitling them to declaratory and
15 injunctive relief and nominal damages.

16 **FIFTH CAUSE OF ACTION**

17 **Violation of Right to Assembly and Association Under U.S. Const., amend. I**

18 **42 U.S.C. § 1983**

19 (By All Plaintiffs Against ~~All~~ Defendants District, Shewmaker, Valdez, and Ross)

20 ~~165~~176. Plaintiffs incorporate by reference paragraphs 1 through ~~164~~175
21 of this Complaint as though fully set forth herein in their entirety.

22 ~~166~~177. The First Amendment provides recognizes and protects the rights
23 to association and assembly. Indeed, “[e]ffective advocacy of both public and
24 private points of view, particularly controversial ones, is undeniably enhanced by
25 group association.” *NAACP v. Alabama*, 377 U.S. 288, 462 (1958).

26 ~~167~~178. Plaintiffs are attempting to engage in their protected right to free
27 assembly and association lawful activities that bring together like-minded
28 individuals to engage in lawful commerce, expressive activities, including political

1 and educational speech, and fellowship.

2 ~~168.~~179. Defendants violate Plaintiffs’ right to freedom of assembly by
3 denying them the right to use the Venue, a “public assembly facility”, to assemble
4 and engage in political and other types of expression—a right Defendants extend to
5 other members of the public so long as they are not meeting for the purposes of
6 holding a gun show event.

7 ~~169.~~180. Defendants have no legitimate and substantial interest in
8 prohibiting gun show events and, by extension, the rights of Plaintiffs to associate
9 and assemble at the Venue.

10 ~~170.~~181. But even if Defendants had a “legitimate and substantial” interest
11 in barring Plaintiffs from assembling at the Venue, they have imposed an
12 unconstitutional and overly broad restriction on Plaintiffs’ rights to assembly. *See id.*
13 at 307.

14 **SIXTH CAUSE OF ACTION**

15 **Violation of the Right to Equal Protection Under U.S. Const., amend. XIV**

16 **42 U.S.C. § 1983**

17 (By All Plaintiffs Against ~~All~~ Defendants District, Shewmaker, Valdez, and Ross)

18 ~~171.~~182. Plaintiffs incorporate by reference paragraphs 1 through 181 of
19 this Complaint as if fully set forth herein in their entirety.

20 ~~172.~~183. The Fourteenth Amendment to the United States Constitution,
21 enforceable under 42 U.S.C. § 1983, provides that no state shall deny to any person
22 within its jurisdiction the equal protection of the laws.

23 ~~173.~~184. Generally, equal protection is based upon protected classes of
24 person who are similarly situated; however, individuals who suffer irrational and
25 intentional discrimination or animus can bring claims of equal protection where the
26 government is subjecting only the Plaintiffs to differing and unique treatment
27 compared to others who are similarly situated, *Engquist v. Ore. Dept. of Agric.*, 553
28 U.S. 591 (2008), even if not based on group characteristics, *Village of Willowbrook*

1 v. *Olech*, 528 U.S. 562 (2000).

2 ~~174.~~185. Disparate treatment under the law, when one is engaged in
3 activities that are fundamental rights, is actionable under the Equal Protection
4 Clause of the Fourteenth Amendment. *Police Dep't of Chic. v. Mosley*, 408 U.S. 92
5 (1972); *Carey v. Brown*, 447 U.S. 455 (1980).

6 ~~175.~~186. Although Plaintiff Crossroads operates a legal and legitimate
7 business and the Venue is suitable for the purposes of hosting a gun show at its
8 public facility, the District refuses to allow Crossroads to use the Venue for its gun
9 shows, preventing Plaintiffs from equally participating in the use of the public
10 venue.

11 ~~176.~~187. Defendants' refusal to permit Plaintiffs equal access to the Venue
12 for its promotion of gun shows does not further any compelling governmental
13 interest.

14 ~~177.~~188. Defendants' refusal to allow Plaintiffs equal use of the public
15 facility while continuing to allow contracts for the use of the facility with other
16 similarly situated legal and legitimate businesses is a violation of Plaintiffs' right to
17 equal protection under the law because it is based on a "bare desire to harm a
18 politically unpopular group." *U.S. Dep't of Agric v. Moreno*, 413 U.S. 528, 534
19 (1973).

20 ~~178.~~189. As a direct and proximate result of Defendants' conduct,
21 Plaintiffs have suffered irreparable harm, including the violation of their
22 constitutional right to equal protection under the law, entitling them to declaratory
23 and injunctive relief and nominal damages.

24 **SEVENTH CAUSE OF ACTION**

25 **Conspiracy to Violate Civil Rights¹⁰**

26 _____
27 ¹⁰ The Seventh Cause of Action for Conspiracy to Violate Civil Rights was
28 dismissed by the Court in an earlier order but is included here only to preserve the
issue in the event an appeal must be filed and to avoid waiver.

1 **42 U.S.C. § 1985**

2 (By All Plaintiffs Against All Defendants)

3 ~~179~~190. Plaintiffs incorporate by reference paragraphs 1 through ~~178~~189
4 of this Complaint as if fully set forth herein in their entirety.

5 ~~180~~191. Defendants Shewmaker and Valdez, together with Defendant
6 District and unnamed third parties, concocted and implemented a plan to prohibit
7 gun show events at the publicly owned Venue based on animus toward Plaintiffs and
8 in light of the viewpoint Plaintiffs sought to express at gun show events by creating
9 a non-public committee what limited the public input into the process and where
10 only Defendants Shewmaker and Valdez could participate, thus showing that the
11 two Defendants has a “meeting of the minds” as to the proposed ban of the gun
12 shows at the Venue.

13 ~~181~~192. Defendants Shewmaker, Valdez, and District did not provide a
14 fair and unbiased hearing for Plaintiffs—indeed, they failed to use consistent,
15 content-neutral standards to evaluate Plaintiffs’ activities, rejected favorable reports
16 from their own Del Mar Fairgrounds Directors of Security and local law
17 enforcement, allowed politically charged groups to sway their decisions, relied on
18 their personal biases against guns, and publicly stated that something must be done
19 about the gun shows.

20 ~~182~~193. The conduct of Defendants Shewmaker, Valdez, and District was
21 made possible because Defendant Ross, as the Secretary of the California
22 Department of Food & Agriculture, vested Defendant District with unfettered power
23 to discriminate against members of the public in the rental of state-owned
24 fairgrounds property (the Venue). The lack of policies that protect constitutional
25 rights of groups and individuals and a lack of parameters of authority within which
26 Defendants Shewmaker, Valdez, and District are required to work, served as a direct
27 avenue for Defendants to willfully, wantonly, and maliciously act against Plaintiffs.

28 ~~183~~194. Defendants Shewmaker, Valdez, and District considered

1 arbitrary and unlawful factors in disapproving of Plaintiffs’ activities stating
2 repeatedly that gun shows are not “family friendly” and not the type of event that
3 should be hosted at the Venue, this making arbitrary judgements about what should
4 be “family friendly” and “good” for all people. The term “family friendly” does not
5 set a standard sufficient to make a determination as it is vague and undefined.

6 195. By taking this action, Defendants Shewmaker, Valdez, District, and
7 unnamed third parties conspired to deny civil liberties guaranteed by the First and
8 Fourteenth Amendments in violation of 42 U.S.C. § 1985.

9 **EIGHTH CAUSE OF ACTION**

10 **Violation of Right to Free Speech Under U.S. Const., amend. I**

11 **42 U.S.C. § 1983**

12 (By Plaintiffs CRPA, South Bay, SAF, and All Individuals Against Defendants
13 Newsom, Becerra, Summer, Montgomery, and District)

14 196. Plaintiffs incorporate by reference paragraphs 1 through 195 of this
15 Complaint as though fully set forth herein in their entirety.

16 197. The First Amendment provides that “Congress shall make no law . . .
17 abridging the freedom of speech. . .”

18 198. The First Amendment’s Freedom of Speech Clause is incorporated and
19 made applicable to the states and their political subdivisions by the Fourteenth
20 Amendment to the United States Constitution and by 42 U.S.C. § 1983.

21 199. The First Amendment does not tolerate the suppression of speech based
22 on the viewpoint of the speaker. Public property made available for lease by
23 community groups to engage in expressive activity must thus be available without
24 regard to the viewpoint sought to be expressed. *Cinevision*, 745 F.2d 560. Such
25 venues cannot be opened to some and closed to others, suppressing protected
26 expression, absent a compelling government interest. *Id.* at 571.

27 200. The state of California owns the Venue, a fair venue. It is rented to the
28 public, including community-based organizations and businesses, for its use and

1 enjoyment, including for concerts, festivals, and industry shows.

2 201. Defendants Newsom, Becerra, Summers, and Montgomery are the state
3 and local actors responsible for ensuring that A.B. 893 is adequately enforced and
4 thus have the authority to prosecute violations of A.B. 893.

5 202. Defendant District interprets, implements, and enforces state laws and
6 policies as regards the Venue, including A.B. 893.

7 203. Plaintiffs CRPA, SAF, South Bay, and Individuals Bardack, Diaz,
8 Dupree, Irick, and Walsh have attended in the past and wish to again attend
9 Crossroads of the West Gun Show at the Venue so they may exchange ideas,
10 information, and knowledge, as well discuss political issues and the importance of
11 protecting and defending the Second Amendment.

12 204. Plaintiffs CRPA, SAF, South Bay, and Individuals Bardack, Diaz,
13 Dupree, Irick, and Walsh have a right under the First Amendment to use the Venue
14 for their expressive activity on the same basis as other members of the public
15 without regard to the viewpoints they seek to express.

16 205. Defendants' enforcement of A.B. 893, which prohibits the sale of
17 firearms and ammunition at the Venue with the purpose and intention (or at least the
18 effect) of ending gun show events at the Venue, is an impermissible content-based
19 restriction of speech. Such enforcement will have a chilling effect on Plaintiffs' First
20 Amendment rights prior to January 1, 2021 and will constitute a direct violation of
21 the First Amendment beginning on January 1, 2021.

22 206. There is no compelling (or even legitimate) governmental interest to
23 support the ban on the commercial sales of all firearms and ammunition at the
24 Venue, effectively shuttering gun show events at the Venue and destroying a vital
25 outlet for the expression and exchange of ideas related to promoting and preserving
26 the "gun culture" in California and elsewhere.

27 207. As a direct and proximate result of Defendants' conduct, Plaintiffs
28 CRPA, South Bay, SAF and Individuals Bardack, Diaz, Dupree, Irick, and Walsh

1 have suffered irreparable harm, including the violation of their constitutional right to
2 freedom of expression, entitling them to declaratory and injunctive relief and
3 nominal damages.

4 **NINTH CAUSE OF ACTION**

5 **Violation of Right to Free Speech Under U.S. Const., amend. I**

6 **42 U.S.C. § 1983**

7 (By Plaintiff Crossroads Against Defendants Newsom, Becerra, Summer,
8 Montgomery, and District)

9 208. Plaintiffs incorporate by reference paragraphs 1 through 207 of this
10 Complaint as though fully set forth herein in their entirety.

11 209. The First Amendment provides that “Congress shall make no law . . .
12 abridging the freedom of speech. . . .”

13 210. The First Amendment’s Freedom of Speech Clause is incorporated and
14 made applicable to the states and their political subdivisions by the Fourteenth
15 Amendment to the United States Constitution and by 42 U.S.C. § 1983.

16 211. The First Amendment does not tolerate the suppression of speech based
17 on the viewpoint of the speaker. Public property made available for lease by
18 community groups to engage in expressive activity must thus be available without
19 regard to the viewpoint sought to be expressed. *Cinevision*, 745 F.2d 560. Such
20 venues cannot be opened to some and closed to others, suppressing protected
21 expression, absent a compelling government interest. *Id.* at 571.

22 212. Event promoters, though they generally promote events for profit, “still
23 enjoy the protections of the First Amendment.” *Id.* at 567. For “[t]he role of a
24 promoter in ensuring access to the public is at least as critical as the role of a
25 bookseller or theater owner and . . . is in a far better position than a concert goer or
26 individual performers to vindicate First Amendment rights and ensure public
27 access.” *Id.* at 568. The conduct they engage in is protected expression.

28 213. The state of California owns the Venue, a fair venue. It is rented to the

1 public, including community-based organizations and businesses, for its use and
2 enjoyment, including for concerts, festivals, and industry shows.

3 214. Defendants Newsom, Becerra, Summers, and Montgomery are the state
4 and local actors responsible for ensuring that A.B. 893 is adequately enforced and
5 thus have the authority to prosecute violations of A.B. 893.

6 215. Defendant District interprets, implements, and enforces state laws and
7 policies as regards the Venue, including A.B. 893.

8 216. Plaintiff Crossroads seeks to engage in protected speech at the Venue, a
9 noted “public assembly facility,” through the promotion and production of events for
10 lawful expressive activity, including events that bring together like-minded
11 individuals to engage in pure political and educational speech, as well as
12 commercial speech of vendor and individual participants to communicate offer and
13 acceptance for the sale of legal goods and services.

14 217. Plaintiff Crossroads has a right under the First Amendment to use the
15 Venue for its expressive activity on the same basis as other members of the public
16 without regard to the content or viewpoint it seeks to express and promote.

17 218. Defendants’ enforcement of A.B. 893, which prohibits the sale of
18 firearms and ammunition at the Venue with the purpose and intention (or at least the
19 effect) of ending gun show events at the Venue, is an impermissible content-based
20 restriction of speech. Such enforcement will have a chilling effect on Plaintiffs’ First
21 Amendment rights prior to January 1, 2021 and will constitute a direct violation of
22 the First Amendment beginning on January 1, 2021.

23 219. There is no compelling (or even legitimate) governmental interest to
24 support the ban on the commercial sales of all firearms and ammunition at the
25 Venue, effectively shuttering gun show events at the Venue and destroying a vital
26 outlet for the expression and exchange of ideas related to promoting and preserving
27 the “gun culture” in California and elsewhere.

28 220. As a direct and proximate result of Defendants’ conduct, Plaintiff

1 Crossroads has suffered and will continue to suffer irreparable harm, including the
2 violation of its constitutional right to freedom of expression, entitling Plaintiff to
3 declaratory and injunctive relief and nominal damages.

4 **TENTH CAUSE OF ACTION**

5 **Violation of Right to Free Speech Under U.S. Const., amend. I**

6 **42 U.S.C. § 1983**

7 (By Plaintiffs Walsh and Ammo Bros. Against Defendants Newsom, Becerra,
8 Summer, Montgomery, and District)

9 221. Plaintiffs incorporate by reference paragraphs 1 through 220 of this
10 Complaint as though fully set forth herein in their entirety.

11 222. The First Amendment provides that “Congress shall make no law . . .
12 abridging the freedom of speech. . .”

13 223. The First Amendment’s Freedom of Speech Clause is incorporated and
14 made applicable to the states and their political subdivisions by the Fourteenth
15 Amendment to the United States Constitution and by 42 U.S.C. § 1983.

16 224. The First Amendment does not tolerate the suppression of speech based
17 on the viewpoint of the speaker. Public property made available for lease by
18 community groups to engage in expressive activity must thus be available without
19 regard to the viewpoint sought to be expressed. *Cinevision*, 745 F.2d 560. Such
20 venues cannot be opened to some and closed to others, suppressing protected
21 expression, absent a compelling government interest. *Id.* at 571.

22 225. A.B. 893 violates the commercial free speech rights of the Plaintiffs,
23 both on its face and as applied. This violation is especially egregious given the well-
24 established law of this Circuit with regard to the commercial speech rights at gun
25 shows that are protected by the First Amendment. *Nordyke v. Santa Clara Cty.*, 110
26 F.3d 707 (9th Cir. 1997).

27 226. The state of California owns the Venue, a fair venue. It is rented to the
28 public, including community-based organizations and businesses, for its use and

1 enjoyment, including for concerts, festivals, and industry shows.

2 227. Defendants Newsom, Becerra, Summers, and Montgomery are the state
3 and local actors responsible for ensuring that A.B. 893 is adequately enforced and
4 thus have the authority to prosecute violations of A.B. 893.

5 228. Defendant District interprets, implements, and enforces state laws and
6 policies as regards the Venue, including A.B. 893.

7 229. Plaintiffs Walsh and Ammo Bros. have attended in the past and wish to
8 again attend Crossroads gun shows at the Venue to engage in lawful commercial
9 speech with individual attendees.

10 230. Plaintiffs Walsh and Ammo Bros. have a right under the First
11 Amendment to use the Venue for expressive activity on the same basis as other
12 members of the public without regard to the viewpoints they seek to express and
13 promote.

14 231. Defendants' enforcement of A.B. 893, which prohibits the sale of
15 firearms and ammunition at the Venue with the purpose and intention (or at least the
16 effect) of ending gun show events at the Venue, is an impermissible content-based
17 restriction of speech. Such enforcement will have a chilling effect on Plaintiffs' First
18 Amendment rights prior to January 1, 2021 and will constitute a direct violation of
19 the First Amendment commercial speech rights of the Plaintiffs beginning on
20 January 1, 2021.

21 232. There is no substantial governmental interest to support the ban on the
22 commercial sales of all firearms and ammunition at the Venue, effectively shuttering
23 gun show events at the Venue and destroying a vital outlet for the expression and
24 exchange of ideas related to promoting and preserving the "gun culture" in
25 California and elsewhere.

26 233. Even if there were a substantial governmental interest in restricting gun
27 shows and the commercial speech that occurs at such events, banning commercial
28 speech about firearms and ammunition at the Venue altogether is more extensive

1 than necessary to serve any such interest.¹¹

2 234. As a direct and proximate result of Defendants’ conduct, Plaintiffs
3 Walsh and Ammo Bros. will suffer irreparable harm, including the violation of their
4 constitutional right to freedom of expression, entitling them to declaratory and
5 injunctive relief and nominal damages.

6 **ELEVENTH CAUSE OF ACTION**

7 **Prior Restraint on Right to Free Speech Under U.S. Const., amend. I**

8 **42 U.S.C. § 1983**

9 (By All Plaintiffs Against Defendants Newsom, Becerra, Summer, Montgomery,
10 and District)

11 235. Plaintiffs incorporate by reference paragraphs 1 through 234 of this
12 Complaint as though fully set forth herein in their entirety.

13 236. The First Amendment provides that “Congress shall make no law . . .
14 abridging the freedom of speech. . .”

15 237. The First Amendment’s Freedom of Speech Clause is incorporated and
16 made applicable to the states and their political subdivisions by the Fourteenth
17 Amendment to the United States Constitution and by 42 U.S.C. § 1983.

18 238. The First Amendment affords special protection against policies or
19 orders that impose a previous or prior restraint on speech. “[P]rior restraints on
20 speech and publication are the most serious and least tolerable infringement on First
21 Amendment Rights.” *Ass’n for L.A. Deputy Sheriffs*, 239 Cal. App. 4th at 811 (citing
22 *Neb. Press Ass’n*, 427 U.S. at 559. A prior restraint is particularly egregious when it
23 falls upon the communication of news, commentary, current events, political speech,
24 and association. *N.Y. Times Co.*, 403 U.S. at 715.

25 239. Prior restraint also involves the “unbridled discretion doctrine” where a

26 _____
27 ¹¹ See *Nordyke*, 110 F.3d 707 (holding that a ban on the sale of firearms on
28 county-owned land was overbroad as abridging commercial speech associated with
the sale of lawful products).

1 policy, or lack thereof, allows for a single person or body to act at their sole
2 discretion, without regard for any constitutional rights possessed by the person upon
3 which the action is taken, and where there is no remedy for challenging the
4 discretion of the decision makers. *Lakewood*, 486 U.S. at 757.

5 240. The Defendants are the state and local actors responsible for
6 enforcement of A.B. 893. Enforcement of A.B. 893 is a content-based restriction of
7 speech and it will have a chilling effect on Plaintiffs’ First Amendment rights, thus
8 acting as a de facto prior restraint on Plaintiffs’ rights prior to January 1, 2021, and
9 will constitute a direct prior restraint on their First Amendment rights beginning
10 January 1, 2021.

11 241. Under A.B. 893, Defendant District has unfettered discretion to
12 determine what constitutes a “sale” under the law and is thereby prohibited at the
13 Venue.

14 242. Defendants’ policies and practices complained of here impose an
15 unconstitutional prior restraint because they vest the District with unbridled
16 discretion to permit or refuse protected expression by members of the public,
17 including Plaintiffs.

18 243. Defendants’ policies and practices complained of here give unbridled
19 discretion to local agricultural district boards and board members to decide what
20 forms of expression members of the public may engage in on at the Venue and to
21 ban any other expression at the whim of those boards and board members in
22 violation of the First Amendment.

23 244. As a direct and proximate result of Defendants’ conduct, Plaintiffs have
24 suffered and will continue to suffer irreparable harm, including the violation of their
25 constitutional right to freedom of expression, entitling them to declaratory and
26 injunctive relief and nominal damages.

27 **TWELFTH CAUSE OF ACTION**

28 **Violation of Right to Assembly and Association Under U.S. Const., amend. I**

42 U.S.C. § 1983

(By All Plaintiffs Against Defendants Newsom, Becerra, Summer, Montgomery,
and District)

245. Plaintiffs incorporate by reference paragraphs 1 through 244 of this
Complaint as though fully set forth herein in their entirety.

246. The First Amendment protects the rights to association and assembly.
Indeed, “[e]ffective advocacy of both public and private points of view, particularly
controversial ones, is undeniably enhanced by group association.” NAACP, 377 U.S.
at 462.

247. Plaintiffs are attempting to engage in their protected right to free
assembly and association through lawful activities that bring together like-minded
individuals to engage in lawful commerce, expressive activities, including political
and educational speech, and fellowship.

248. Defendants violate Plaintiffs’ right to freedom of assembly by denying
them the right to use the Venue, a “public assembly facility”, to assemble and
engage in political and other types of expression—a right Defendants extend to other
members of the public so long as they are not meeting for the purposes of holding a
gun show event.

249. Defendants have no legitimate and substantial interest in prohibiting the
sale of firearms and ammunition, effectively shuttering gun shows at the Venue, and
by extension the rights of Plaintiffs to associate and assemble at the Venue.

184.250. Defendants have expressly banned the sale of firearms and
ammunition at the Venue, which is one of the most important draws of gun show
events. By eliminating the sale of firearms and ammunition, Defendants have
effectively limited the number of vendors at the gun show and the number of
individuals in attendance. Thus, having a chilling effect on the First Amendment.

251. Not only does A.B. 893 eliminate Plaintiffs’ ability to engage in
discussion with event attendees about the sale and purchase of firearms and

1 ammunition, it does so unnecessarily because of California’s already extensive
2 regulation of gun show events. For instance, California’s mandatory 10-day waiting
3 period prevents any attendee from taking possession of firearms on the premises of
4 the Venue, requiring that they instead go to a *different* location at least 10 days later
5 to take possession of any firearm purchased at the gun show. Before a gun show
6 attendee would take possession of ammunition purchased on the premises, the
7 attendee would have to rely on a vendor to retrieve the ammunition from stock, pass
8 a background check conducted electronically by the California Department of
9 Justice, pay a fee, and wait for the vendor to upload the purchaser’s personal
10 information and details of the specific ammunition being transferred. What’s more,
11 no person other than security personnel or law enforcement may possess both a
12 firearm and ammunition for that firearm at the same time, with the exception of
13 vendors who are selling both.

14 252. But even if Defendants had a “legitimate and substantial” interest in
15 limiting a key aspect of gun show events, and thus barring Plaintiffs from freely
16 assembling at the Venue, they have imposed an unconstitutional and overly broad
17 restriction on Plaintiffs’ rights to assembly by prohibiting the sale of firearms and
18 ammunition at the Venue.

19 **THIRTEENTH CAUSE OF ACTION**

20 **Violation of the Right to Equal Protection Under U.S. Const., amend. XIV**

21 **42 U.S.C. § 1983**

22 (By All Plaintiffs Against Defendants Newsom, Becerra, Summer, Montgomery,
23 and District)

24 253. Plaintiffs incorporate by reference paragraphs 1 through 252 of this
25 Complaint as if fully set forth herein in their entirety.

26 254. The Fourteenth Amendment to the United States Constitution,
27 enforceable under 42 U.S.C. § 1983, provides that no state shall deny to any person
28 within its jurisdiction the equal protection of the laws.

1 255. Generally, equal protection is based upon protected classes of person
2 who are similarly situated; however, individuals who suffer irrational and intentional
3 discrimination or animus can bring claims of equal protection where the government
4 is subjecting only the Plaintiffs to differing and unique treatment compared to others
5 who are similarly situated, *Engquist*, 553 U.S. 591, even if not based on group
6 characteristics, *Village of Willowbrook*, 528 U.S. 562.

7 256. Disparate treatment under the law, when one is engaged in activities
8 that are fundamental rights, is actionable under the Equal Protection Clause of the
9 Fourteenth Amendment. *Mosley*, 408 U.S. 92; *Carey*, 447 U.S. 455.

10 257. Although Plaintiff Crossroads operates a legal and legitimate business
11 and the Venue is suitable for the purposes of hosting a gun show at its public
12 facility, as demonstrated by over 30 years of unfringed use of the Venue, A.B. 893
13 prevents Plaintiffs from equally participating in the use of the publicly owned venue
14 by unconstitutionally eliminating Plaintiffs’ ability to freely conduct business
15 transactions and freely express their beliefs with like-minded people.

16 258. Defendants’ refusal to permit Plaintiffs equal access to the Venue for its
17 promotion of gun shows does not further any compelling governmental interest.

18 ~~185.~~259. Defendants’ refusal to allow Plaintiffs equal use of the public
19 facility while continuing to allow contracts for the use of the facility with other
20 similarly situated legal and legitimate businesses is a violation of Plaintiffs’ right to
21 equal protection under the law because it is based on a “bare desire to harm a
22 politically unpopular group.” *Moreno*, 413 U.S. at 534.

23 ~~186.~~260. As a direct and proximate result of Defendants’ conduct,
24 Plaintiffs have suffered irreparable harm, including the violation of their
25 constitutional right to equal protection under the law, entitling them to declaratory
26 and injunctive relief and nominal damages.

PRAYER FOR RELIEF

27
28 WHEREFORE, Plaintiffs pray for:

1 1. A declaration that ~~Defendants' conduct complained of herein~~
2 ~~violates~~ the District's September 11, 2018 moratorium on gun show events violates
3 the free speech rights of Plaintiffs CRPA, South Bay, SAF, and Individual Plaintiffs
4 Bardack, Diaz, Dupree, Irick, and Walsh under the First Amendment to the United
5 States Constitution;

6 2. A declaration that the District's September 11, 2018 moratorium on gun
7 show events violates ~~Defendants' conduct complained of herein violates~~ the free
8 speech rights of Plaintiff Crossroads under the First Amendment to the United States
9 Constitution;

10 3. A declaration that ~~Defendants' conduct~~ the District's September 11,
11 2018 moratorium on gun show events violates ~~complained of herein violates~~ the free
12 speech rights of Plaintiffs Walsh and Ammo Bros. under the First Amendment to the
13 United States Constitution;

14 4. A declaration that the District's September 11, 2018 moratorium on gun
15 show events violates ~~Defendants' conduct complained of herein violates~~ the free
16 speech rights of all Plaintiffs under the First Amendment to the United States
17 Constitution because it imposes a prior restraint on their speech;

18 5. A declaration that the District's September 11, 2018 moratorium on gun
19 show events violates ~~Defendants' conduct complained of herein violates~~ the rights
20 of assembly and association of all Plaintiffs under the First Amendment to the
21 United States Constitution;

22 6. A declaration that the District's September 11, 2018 moratorium on gun
23 show events violates ~~Defendants' conduct complained of herein violates~~ the rights
24 of all Plaintiffs to equal protection under the law per the Fourteenth Amendment to
25 the United States Constitution;

26 7. A declaration that the District's September 11, 2018 moratorium on gun
27 show events violates ~~Defendants' conduct complained of herein~~ constitutes a
28 conspiracy to violate the civil rights of Plaintiffs under 42 U.S.C. § 1985.

1 8. A declaration that A.B. 893 violates the free speech rights of Plaintiffs
2 CRPA, South Bay, SAF, and Individual Plaintiffs Bardack, Diaz, Dupree, Irick, and
3 Walsh under the First Amendment to the United States Constitution;

4 9. A declaration that A.B. 893 violates the free speech rights of Plaintiff
5 Crossroads under the First Amendment to the United States Constitution;

6 10. A declaration that A.B. 893 violates the free speech rights of Plaintiffs
7 Walsh and Ammo Bros. under the First Amendment to the United States
8 Constitution;

9 11. A declaration that A.B. 893 violates the free speech rights of all
10 Plaintiffs under the First Amendment to the United States Constitution because it
11 imposes a prior restraint on their speech;

12 12. A declaration that A.B. 893 violates the rights of assembly and
13 association of all Plaintiffs under the First Amendment to the United States
14 Constitution;

15 13. A declaration that A.B. 893 violates the rights of all Plaintiffs to equal
16 protection under the law per the Fourteenth Amendment to the United States
17 Constitution;

18 8.14. An injunction prohibiting Defendant Ross, as Secretary of the
19 California Department of Food & Agriculture, from allowing the Defendants
20 District, Shewmaker, and Valdez to decide who may hold events at the Venue, a
21 public assembly facility, based on the viewpoint of or animus towards the event
22 promoter, vendors, or participants.

23 9.15. An injunction prohibiting all Defendants ~~District, Shewmaker, and~~
24 ~~Valdez~~, or any of their agents, from discriminating against members of the public in
25 the use of state-owned, District-managed facilities based on the viewpoint of or
26 animus towards the event promoter, vendors, or participants.

27 10.—An injunction compelling Defendants to allow Plaintiff Crossroads to
28 contract for, promote, and hold its gun shows at the Venue on the 2019 dates

1 promised via email from Defendants to Plaintiff Crossroads on or about July 5,
2 2018;

3 16. An injunction prohibiting all Defendants or any of their agents from
4 enforcing A.B. 893;

5 ~~11.~~17. An order for damages according to proof;

6 ~~12.~~18. An order for punitive damages against Defendants District,
7 Shewmaker, and Valdez, for action taken with malice, oppression, and wanton
8 disregard for the law in engaging in political viewpoint discrimination;

9 ~~13.~~19. An award of costs and expenses, including attorney’s fees, pursuant to
10 42 U.S.C. § 1988 or other appropriate state or federal law; and

11 ~~14.~~20. Any such other relief the Court deems just and equitable.

12 **~~DEMAND FOR JURY TRIAL~~**

13 ~~Pursuant to rule 38 of the Federal Rules of Civil Procedure, Plaintiffs demand~~
14 ~~a trial by jury in the above-captioned action of all issues triable by jury.~~

15

16 Dated: ~~January 21, 2019~~March
17 27, 2020

MICHEL & ASSOCIATES, P.C.

s/ C. D. Michel

C. D. Michel
Counsel for Plaintiffs B & L Productions, Inc.,
Barry Bardack, Ronald J. Diaz, Sr., John
Dupree, Christopher Irick, Lawrence Walsh,
Maximum Wholesale, Inc., California Rifle &
Pistol Association, Incorporated, South Bay
Rod and Gun Club, Inc.

23 Dated: ~~January 21, 2019~~March
24 27, 2020

LAW OFFICES OF DON KILMER

s/ Don Kilmer

Don Kilmer
Counsel for Plaintiff Second Amendment
Foundation

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CERTIFICATE OF SERVICE
IN THE UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF CALIFORNIA

Case Name: *B & L Productions, Inc., et al. v. 22nd District Agricultural Association, et al.*

Case No.: 3:19-cv-00134 CAB (NLS)

IT IS HEREBY CERTIFIED THAT:

I, the undersigned, am a citizen of the United States and am at least eighteen years of age. My business address is 180 East Ocean Boulevard, Suite 200, Long Beach, California 90802.

I am not a party to the above-entitled action. I have caused service of:

**NOTICE OF LODGING REDLINED [PROPOSED] FIRST
SUPPLEMENTAL COMPLAINT FOR MONETARY, DECLARATORY &
INJUNCTIVE RELIEF; DEMAND FOR JURY TRIAL**

on the following party by electronically filing the foregoing with the Clerk of the District Court using its ECF System, which electronically notifies them.

Xavier Becerra
Attorney General of California
P. Patty Li
Deputy Attorney General
E-mail: patty.li@doj.ca.gov
Natasha Saggar Sheth
Deputy Attorney General
E-mail: natasha.sheth@doj.ca.gov
Chad A. Stegeman
Deputy Attorney General
E-mail: chad.stegeman@doj.ca.gov
455 Golden Gate Avenue, Suite 11000
San Francisco, CA 94102-7004
Attorneys for Defendants

I declare under penalty of perjury that the foregoing is true and correct.

Executed March 27, 2020.

s/ Laura Palmerin

Laura Palmerin