

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
Email: cmichel@michellawyers.com
5

6 Attorneys for Plaintiffs Junior Sports Magazines Inc., Raymond Brown, California
Youth Shooting Sports Association, Inc., Redlands California Youth Clay Shooting
Sports, Inc., California Rifle & Pistol Association, Incorporated, The CRPA
7 Foundation, and Gun Owners of California, Inc.

8 Donald Kilmer-SBN 179986
Law Offices of Donald Kilmer, APC
9 14085 Silver Ridge Road
Caldwell, Idaho 83607
10 Telephone: (408) 264-8489
Email: Don@DKLawOffice.com
11

12 Attorney for Plaintiff Second Amendment Foundation

13 **IN THE UNITED STATES DISTRICT COURT**
14 **CENTRAL DISTRICT OF CALIFORNIA**

15 JUNIOR SPORTS MAGAZINES
INC., et al.,
16
17 Plaintiffs,
18 v.
19 ROB BONTA, in his official capacity
as Attorney General of the State of
20 California,
21 Defendant.

Case No.: 2:22-cv-04663-CAS (JCx)

JOINT RULE 26(f) REPORT

Conference Date: September 8, 2025
Conference Time: 11:00 a.m.
Judge: Hon. Christina A. Snyder

1 On August 18, 2025, Plaintiffs Junior Sports Magazines Inc., Raymond
2 Brown, California Youth Shooting Sports Association, Inc., Redlands California
3 Youth Clay Shooting Sports, Inc., California Rifle & Pistol Association,
4 Incorporated, The CRPA Foundation, Gun Owners of California, Inc., and Second
5 Amendment Foundation (collectively, “Plaintiffs”) and Defendant Rob Bonta
6 (“Defendant” and, together with Plaintiffs, the “Parties”), through their counsel of
7 record, met and conferred pursuant to Federal Rule of Civil Procedure 26(f), Central
8 District Local Rule 26-1, and this Court’s July 3, 2025 Order Setting Scheduling
9 Conference (ECF No. 75). During that conference, counsel for the Parties discussed
10 those matters required by Rule 26(f), Local Rule 26-1, and the orders of this Court.

11 The Parties hereby submit this Joint Rule 26(f) Report in advance of the
12 Scheduling Conference set for September 8, 2025.

13 **A. NATURE & BASIS OF THE PARTIES’ CLAIMS & DEFENSES (FRCP 26(f)(2))**

14 **1. Statement of the Case**

15 Plaintiffs’ Statement

16 In 2022, California passed—as emergency legislation—an amendment to
17 Business and Professions Code section 22949.80. In summary, the law seeks to
18 prohibit all “firearm-industry members” (and only those actors) from marketing any
19 “firearm-related product in a manner that is designed, intended, or reasonably
20 appears to be attractive to minors.” *Id.* § 22949.80(a). The law also explicitly bars
21 firearm-industry members (and only those actors) from “knowingly us[ing],
22 disclos[ing], [or] compil[ing]” the personal information of minors if that use,
23 disclosure, or compilation of “is for the purpose of marketing or advertising to that
24 minor any firearm-related product.” *Id.* § 22949.80(b). The law punishes such
25 speech with civil penalties of \$25,000 per occurrence.

26 Plaintiffs’ lawsuit challenges the constitutionality of the entire law under the
27 First and Fourteenth Amendments. ECF No. 1. After filing suit, Plaintiffs promptly
28 moved for a preliminary injunction, enjoining enforcement of California Business &

1 Professions Code section 22949.80, in its entirety. ECF No. 12. This Court denied
2 the motion, holding that Plaintiffs had not shown a likelihood of succeeding on the
3 merits of their claims. ECF No. 35. Plaintiffs appealed. ECF No. 37.

4 On September 13, 2023, the Ninth Circuit reversed the denial of Plaintiffs’
5 motion for preliminary injunction in a unanimous decision, holding that Plaintiffs
6 were likely to succeed on their First Amendment claim and had met all other
7 injunction criteria. *Jr. Sports Mags. Inc., v. Bonta*, 80 F.4th 1109, 1116-21 (9th Cir.
8 2023).¹ In so holding, the court reasoned that section 22949.80 is likely
9 unconstitutional because it (1) regulates protected commercial speech; (2) does not
10 directly and materially advance the State’s substantial interests in reducing gun
11 violence and the unlawful use of firearms by minors; and (3) is more extensive than
12 necessary because it sweeps in truthful ads about lawful firearm uses for adults and
13 minors alike. *Id.* at 1116-20. Concurring, Judge VanDyke wrote separately to
14 emphasize that laws like section 22949.80, “which attempt to use the coercive power
15 of the state to eliminate a viewpoint from public discourse, deserve *strict scrutiny*.”
16 *Id.* at 1121. (VanDyke, J., concurring) (emphasis added).

17 The State petitioned for rehearing en banc, but after no judge in the Ninth
18 Circuit called for a vote to rehear the case, the State’s petition was denied. 2024 U.S.
19 App. LEXIS 3878 (9th Cir. Feb. 20, 2024). The Ninth Circuit issued the first
20 mandate on February 28, 2024. ECF No. 51.

21 Once the case returned to this Court, the parties met several times to explore
22 avenues for the swift disposition of this case and the entry of a preliminary
23 injunction pursuant to the mandate issued by the Ninth Circuit. The parties could not
24 come to terms on the scope of any such order, however, and Plaintiffs filed a Motion
25 to Enforce the Mandate and Issue Preliminary Injunction, ECF No. 59. On June 18,
26 2024, this Court granted that motion, in part, enjoining only subsection (a) of section
27

28 ¹ Because it resolved the case on First Amendment grounds, the Ninth Circuit did not resolve Plaintiffs’ Fourteenth Amendment claim on appeal.

1 22949.80, despite the Ninth Circuit’s clear mandate that “§ 22949.80 is likely
2 unconstitutional under the First Amendment, and we thus REVERSE the district
3 court’s denial of a preliminary injunction and REMAND for further proceedings
4 consistent with this opinion.” *Jr. Sports Mags.*, 80 F.4th at 1121.

5 Plaintiffs again appealed. ECF No. 70. And they successfully moved the court
6 to treat the case as a “comeback case” to be assigned to the same three-judge panel
7 that heard the first appeal. On July 7, 2025, a unanimous panel of the Ninth Circuit
8 reversed (again). *Jr. Sports Mags., Inc. v. Bonta*, 2025 WL 1863184 (9th Cir. July 7,
9 2025) (mem. op.). Among other things, the court confirmed that its “prior opinion
10 addressed the statute as a whole and not just subdivision (a),” and that the
11 subsections function together to regulate firearm marketing and advertising. *Id.* at
12 *2. What’s more, the panel explained, subsection (b), which prohibits using or
13 compiling minors’ personal information “for the purpose of marketing or
14 advertising” firearm-related products, “suffers from the same constitutional flaw as
15 subsection (a).” *Id.* That is, “it is a content-based restriction that the government has
16 failed to justify.” *Id.* (citing *Jr. Sports Mags.*, 80 F.4th at 1117 (requiring the state to
17 prove that the law “directly and materially advances” the government’s interest). In
18 line with that reasoning, the panel remanded “with instructions to issue a
19 preliminary injunction against the enforcement of the *entirety* of Cal. Bus. & Prof.
20 Code § 22949.80.” *Id.* at *3.

21 Defendant did not petition for en banc review, and the Ninth Circuit mandate
22 issued on July 29, 2025.

23 Defendant’s Statement

24 This case involves Plaintiffs’ constitutional challenge to California Business
25 and Professions Code section 22949.80, which restricts the marketing and
26 advertising of firearm products to minors and regulates the use and distribution of
27 minors’ personal information. The State of California enacted Assembly Bill 2571,
28 codified in section 22949.80, in response to the “proliferation of firearms to and

1 among minors” that “poses a threat to the health, safety, and security of all residents
2 of, and visitors to, this state.” Assem. Bill No. 2571 (2021–2022 Reg. Sess.), § 1(a).
3 Section 22949.80 regulates only commercial speech—the advertising, marketing, or
4 arranging for placement of an advertising or marketing communication offering or
5 promoting any firearm-related product in a manner that is designed, intended, or
6 reasonably appears to be attractive to minors. The statute expressly does not
7 regulate communications that merely relate to firearm programs, events, or
8 competitions. It also does not restrict core political speech about guns or conduct
9 protected by the Second Amendment.

10 **2. Subject Matter Jurisdiction**

11 Federal jurisdiction of this action is founded on 28 U.S.C. § 1331 because the
12 action arises under the Constitution and laws of the United States, thus raising
13 federal questions. The Court also has jurisdiction under 28 U.S.C. § 1343(a)(3) and
14 42 U.S.C. § 1983 since this action seeks to redress the alleged deprivation, under
15 color of the laws, statutes, ordinances, regulations, customs and usages of the state
16 of California and political subdivisions thereof, of rights, privileges or immunities
17 secured by the United States Constitution and by Acts of Congress.

18 **3. Statement of the Legal Issues**

19 Plaintiffs’ Statement

20 1. Whether California Business & Professions Code section 22949.80,
21 California’s statewide ban on marketing or advertising “firearm-related products” in
22 such a way that is “reasonably attractive to minors,” violates Plaintiffs’ First
23 Amendment free speech (i.e., political and ideological speech) rights on its face and
24 as applied to Plaintiffs?

25 2. Whether California Business & Professions Code section 22949.80,
26 California’s statewide ban on marketing or advertising “firearm-related products” in
27 such a way that is “reasonably attractive to minors,” violates Plaintiffs’ First
28 Amendment commercial speech rights on its face and as applied to Plaintiffs?

1 3. Whether California Business & Professions Code section 22949.80,
2 California’s statewide ban on marketing or advertising “firearm-related products” in
3 such a way that is “reasonably attractive to minors,” violates the rights of Plaintiffs
4 to equal protection under the law per the Fourteenth Amendment on its face and as
5 applied to Plaintiffs?

6 Defendant’s Statement

7 The legal issues in this case include whether section 22949.80 violates the
8 rights of free speech, free association, and assembly under the First Amendment and
9 equal protection under the Fourteenth Amendment.

10 **4. Parties**

11 Parties

12 Plaintiffs are Junior Sports Magazines Inc., Raymond Brown, California
13 Youth Shooting Sports Association, Inc., Redlands California Youth Clay Shooting
14 Sports, Inc., California Rifle & Pistol Association, Incorporated, The CRPA
15 Foundation, Gun Owners of California, Inc., and Second Amendment Foundation.

16 The Defendant is Rob Bonta, in his official capacity as Attorney General of
17 the State of California.

18 **B. POSSIBILITY FOR SETTLING OR RESOLVING THE CASE (FRCP 26(f)(2))**

19 In light of the two decisions of the Ninth Circuit, the Parties have opened
20 discussions to explore a resolution of this matter that does not unnecessarily require
21 the further involvement of the Court.

22 If such a resolution is not possible, Plaintiffs intend to move for judgment on
23 the pleadings. Otherwise, the Parties anticipate that this case can be decided on
24 summary judgment.

25 **C. DISCOVERY PLAN (FRCP 26(f)(3))**

26 *Initial Disclosures (FRCP 26(f)(3)(A))*: The Parties agree to extend the
27 deadline to exchange initial disclosures set by Rule 26(a) by 30 days. Initial
28 disclosures will be made on or before **October 1, 2025**.

1 *Anticipated Scope & Subjects of Discovery (FRCP 26(f)(3)(B))*: The Parties
2 agree that, if the case is not resolved by the Parties on their own or through a motion
3 for judgment on the pleadings, discovery may be conducted on the allegations and
4 claims contained in the Plaintiffs’ operative complaint and the denials and defenses
5 raised in the Defendant’s answer.

6 The Parties may propound written discovery in the form of interrogatories,
7 requests for production, and requests for admission as authorized by the Federal
8 Rules. The Parties may also conduct the depositions of the parties and third-party
9 expert witnesses.

10 The Parties agree that discovery need not be conducted in phases and will not
11 be limited to particular issues.

12 Plaintiffs’ Statement Re: Scope of Discovery

13 The central issues of this case revolve around legal determinations rather than
14 factual findings and are thus not fact-discovery intensive. Plaintiffs thus do not
15 anticipate propounding written discovery, or if they do, such discovery will likely be
16 minimal and related to efforts to enforce section 22949.80 and the legislative
17 history, meaning, and intent behind the law. If the case is not resolved by the Parties
18 or through a motion for judgment on the pleadings and discovery becomes
19 necessary, Plaintiffs will propound written discovery, including requests for
20 admissions, interrogatories, and requests for production of documents, about these
21 issues.

22 Plaintiffs also intend to depose the State’s identified witnesses and designated
23 experts, if any.

24 Defendant’s Statement Re: Scope of Discovery

25 Defendant does not currently anticipate taking discovery. However, if the case
26 is not resolved by the Parties or through a motion for judgment on the pleadings,
27 Defendant anticipates that he may propound written discovery related to standing
28 and depose any witnesses or experts identified by Plaintiffs.

1 *Discovery Cut-Off (FRCP 26(f)(3)(B))*: The Parties propose the following
2 cutoff date for the completion of fact discovery, including the resolution of all
3 discovery motions: **April 8, 2026**.

4 *Electronically Stored Information (FRCP 26(f)(3)(C))*: In accordance with
5 Rule 26(f)(3)(C), the Parties have discussed electronically stored information. As
6 guiding principles, the Parties agree to meet and confer in good faith concerning
7 issues that arise with respect to the disclosure or discovery of electronically stored
8 information, and to use their best efforts to produce electronically stored information
9 in the format preferred by the requesting party, including reasonable requests for
10 production of such information with metadata intact.

11 *Privilege Issues (FRCP 26(f)(3)(D))*: In accordance with Rule 26(f)(3)(D), the
12 Parties have discussed privilege and protection issues. At this time, the Parties agree
13 there is no need for a protective order. Should a need arise for a protective order, the
14 Parties agree to meet and confer in good faith to discuss the terms of a protective
15 order and preserve their rights to seek such orders from the Court.

16 *Changes to Discovery Limitations (FRCP 26(f)(3)(E))*: Except for extending
17 the deadlines to exchange Initial Disclosures discussed above, the Parties do not
18 anticipate the need to change the rules on discovery limitations and adopt the default
19 limitations on discovery imposed by the Federal Rules of Civil Procedure, local
20 rules, and applicable case law. The Parties reserve the right to seek leave of Court to
21 exceed these discovery limitations, if necessary.

22 *Other Discovery & Scheduling Orders (FRCP 26(f)(3)(F))*: In accordance
23 with Rule 26(f)(3)(F), the Parties have discussed the need for other discovery or
24 scheduling orders under Rules 26(c), 16(b), and 16(c). They do not presently see the
25 need for other discovery orders.

26 **D. COMPLEX CASES (L.R. 26-1(a))**

27 The parties agree that the matter is not complex and thus propose that the
28 procedures of the Manual for Complex Litigation need not be used in managing this

1 case.

2 **E. MOTION SCHEDULE (L.R. 26-1(b))**

3 If the Parties are unable to resolve this matter, Plaintiffs intend to file a
4 motion for judgment on the pleadings for prompt resolution of this matter. If
5 Plaintiffs' motion for judgment on the pleadings is unsuccessful, the Parties
6 anticipate that this matter can likely be decided on cross-motions for summary
7 judgment.

8 The Parties propose the following cutoff date for all dispositive motions: **July**
9 **21, 2026.**

10 **F. Alternative Dispute Resolution (ADR) (L.R. 26-1(c))**

11 Plaintiffs' Statement

12 If this Court mandates ADR or the Parties wish to engage in ADR, Plaintiffs
13 agree to Procedure No. 1 (i.e., a settlement conference before the magistrate judge
14 assigned to the case).

15 Defendant's Statement

16 Defendant does not believe that the Court should mandate ADR because this
17 case involves a constitutional challenge to a state statute.

18 **G. TRIAL ESTIMATE (L.R. 26-1(d))**

19 The Parties anticipate that this matter will be decided on a motion for
20 judgment on the pleadings or cross-motions for summary judgment. That said, if this
21 case does go to trial, the Parties preliminarily anticipate that trial should take 3 court
22 days.

23 **H. ADDITIONAL PARTIES (L.R. 26-1(e))**

24 The Parties agree that it is unlikely that any motion to add other parties or
25 claims, to file amended pleadings, or to transfer venue will be filed at this time.

26 **I. EXPERT WITNESSES (FRCP 26(a)(2); L.R. 26-1(f))**

27 The Parties propose the following deadlines for disclosure of expert witnesses
28 and any written report from an expert witness required under Rule 26(a)(2)(B):

1	Initial Expert Disclosure	March 23, 2026
2	Rebuttal Expert Disclosure	April 22, 2026
3	Sur-Rebuttal Report (if necessary)	May 2, 2026
4	Expert Discovery Cut-Off	May 22, 2026

5

6

7

Dated: August 25, 2025

MICHEL & ASSOCIATES, P.C.

8

s/ Anna M. Barvir

9

Anna M. Barvir
Attorneys for Plaintiffs Junior Sports
Magazines, Inc., Raymond Brown, California
Youth Shooting Sports Association, Inc.,
Redlands California Youth Clay Shooting
Sports, Inc., California Rifle & Pistol
Association, Incorporated, The CRPA
Foundation, and Gun Owners of California,
Inc.

10

11

12

13

14

Dated: August 25, 2025

LAW OFFICES OF DONALD KILMER, APC

15

s/ Donald Kilmer

16

Donald Kilmer
Attorneys for Plaintiff Second Amendment
Foundation

17

18

Dated: August 25, 2025

ROB BONTA
ATTORNEY GENERAL OF CALIFORNIA
MARK R. BECKINGTON
SUPERVISING DEPUTY ATTORNEY GENERAL

20

s/ Gabrielle D. Boutin

21

Gabrielle D. Boutin
Deputy Attorney General
Attorneys for Defendant Rob Bonta, in his
official capacity as Attorney General of the
State of California

22

23

24

25

26

27

28

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

ATTESTATION OF E-FILED SIGNATURES

I, Anna M. Barvir, am the ECF User whose ID and password are being used to file this **JOINT RULE 26(f) REPORT**. In compliance with Central District of California L.R. 5-4.3.4, I attest that all signatories are registered CM/ECF filers and have concurred in this filing.

Dated: August 25, 2025

s/ Anna M. Barvir

Anna M. Barvir

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

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

Case Name: *Junior Sports Magazines, Inc., et al. v. Bonta*
Case No.: 2:22-cv-04663-CAS (JCx)

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:

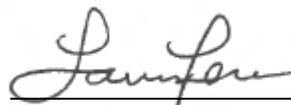
JOINT RULE 26(f) REPORT

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

Gabrielle D. Boutin, Deputy Attorney General
gabrielle.boutin@doj.ca.gov
1300 I Street, Suite 125
P.O. Box 944255
Sacramento, CA 94244-2550
Attorneys for Defendant

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

Executed on August 25, 2025 in Riverside, California.



Laura Fera