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13
14 IN THE UNITED STATES DISTRICT COURT
15 FOR THE SOUTHERN DISTRICT OF CALIFORNIA

16 B&L PRODUCTIONS, INC., d/b/a
CROSSROADS OF THE WEST;
17 BARRY BARDACK; RONALD J.
DIAZ, SR.; JOHN DUPREE;
CHRISTOPHER IRICK; ROBERT
18 SOLIS; LAWRENCE MICHAEL
WALSH; CAPTAIN JON’S
19 LOCKERS, LLC; L.A.X. FIRING
RANGE, INC., d/b/a LAX AMMO;
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 NEWSOM, in his official
capacity as Governor of the State of
26 California and in his personal capacity;
ROBERT BONTA, in his official
27 capacity as Attorney General of the
State of California and in his personal
28 capacity; KAREN ROSS, in her

CASE NO: '21CV1718 AJB KSC

**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];**

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

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official capacity as Secretary of California Department of Food & Agriculture and in his personal capacity; STEPHAN SUMMER, in his official capacity as District Attorney of San Diego County; THOMAS MONTGOMERY, in his official capacity as County Counsel of San Diego County; 22nd DISTRICT AGRICULTURAL ASSOCIATION; DOES 1-50;

Defendants.

(7) INTENTIONAL INTERFERENCE WITH PROSPECTIVE ECONOMIC ADVANTAGE;

(8) NEGLIGENT INTERFERENCE WITH PROSPECTIVE ECONOMIC ADVANTAGE;

(9) INTENTIONAL INTERFERENCE WITH CONTRACT.

DEMAND FOR JURY TRIAL

NOTICE OF UNCONSTITUTIONALITY OF STATE STATUTE

NOTICE OF RELATED CASE

INTRODUCTION

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

6 2. Crossroads produces gun shows at the Fairgrounds where like-minded
7 individuals gather to engage in commerce related to, and necessary for, the lawful
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 tend to reduce the unregulated transfer of firearms within San Diego
12 County. Furthermore, by providing a convenient forum for Californians to exercise
13 their right to acquire firearms locally, gun shows at the Fairgrounds will have the
14 tendency to discourage the sale and importation of firearms from other states with
15 less strict gun laws than California.

16 3. Plaintiffs Barry Bardack, Ronald J. Diaz, Sr., John Dupree, Christopher
17 Irick, Robert Solis, Lawrence Michael Walsh, Captain Jon’s Lockers, LLC, L.A.X
18 Firing Range, d/b/a LAX Ammo, California Rifle & Pistol Association,
19 Incorporated, South Bay Rod and Gun Club, Inc., and Second Amendment
20 Foundation, Inc., attend and participate in the Crossroads gun show to engage in
21 First Amendment activities that are both necessary and essential to the open, robust,
22 and lawful exercise of their Second Amendment rights.

23 4. At the gun show, Plaintiffs associate with like-minded people,
24 participate in public discussions, attend informational forums, distribute and collect
25 information, make offers for sale, make offers to buy, and engage in legal and
26 political discussions related to the Second Amendment, which are all forms of
27 speech protected by the First Amendment. Discussions include, but are not limited
28 to, firearms and ammunition, firearm technology, firearm safety, and firearm law

1 and politics. Participants also exchange information about where to hunt and where
2 to practice shooting, where and from whom to receive training, gunsmithing, gun
3 repair, gun art, and many other topics that arise from the right to acquire, own,
4 possess, enjoy, and celebrate arms as a quintessentially American artifact with
5 constitutional significance.

6 5. Defendants are government actors who, through the adoption and
7 enforcement of Assembly Bill 893, codified at California Food & Agricultural Code
8 section 4158,¹ which prohibits the sale of firearms and ammunition at the
9 Fairgrounds with the intention and effect of shuttering gun show events altogether,
10 have engaged in and will continue to engage in action that violates Plaintiffs'
11 constitutional rights to free speech, assembly, and equal protection. Their actions
12 also constitute prior restraint.

13 6. What's more, the conduct of Defendants Newsom, Bonta, Ross, and the
14 22nd District Agricultural Association also constitutes intentional and/or negligent
15 interference with the prospective economic advantage of Plaintiffs Crossroads,
16 Walsh, LAX Ammo, CRPA, and SAF, as well as intentional interference with
17 Plaintiff Crossroads' contracts.

18 7. This action seeks declaratory and injunctive relief against Defendants
19 for violating the United States Constitution. It also seeks damages for lost profits,
20 lost opportunities, and diminished marketing value, and reimbursement for
21 reasonable attorney's fees, costs, and other expenses in bringing this action.

22 JURISDICTION AND VENUE

23 8. The Court has original jurisdiction of this civil action under 28 U.S.C. §
24 1331 because the action arises under the Constitution and laws of the United States,
25 thus raising federal questions. The Court also has jurisdiction under 28 U.S.C. §
26 1343(a)(3) and 42 U.S.C. § 1983 since this action seeks to redress the deprivation,

27 ¹ Plaintiffs refer to the challenged law, California Food & Agricultural Code
28 section 4158, as AB 893 throughout this complaint.

1 under color of the laws, statutes, ordinances, regulations, customs and usages of the
2 State of California and political subdivisions thereof, of rights, privileges or
3 immunities secured by the United States Constitution and by Acts of Congress

4 9. Plaintiffs' claims for declaratory and injunctive relief are authorized by
5 28 U.S.C. §§ 2201 and 2202, respectively, and their claim for attorneys' fees is
6 authorized by 42 U.S.C. § 1988.

7 10. Venue is proper in this Court under 28 U.S.C. § 1391(b)(2) because the
8 22nd District Agricultural Association is located in San Diego County and a
9 substantial part of the events or omissions giving rise to Plaintiffs' claims occurred
10 in this district. Further, the state of California maintains an office for service of
11 process in San Diego County at 600 West Broadway, Suite 1800, San Diego,
12 California 92101.

13 **PARTIES**

14 **[Plaintiffs]**

15 11. Plaintiff B & L PRODUCTIONS, INC., d/b/a CROSSROADS OF THE
16 WEST, is a for-profit event promoter operating in several western states. Crossroads
17 is in the business of promoting and organizing trade shows throughout the state of
18 California and other western states, including their long-running gun show events
19 held at the Del Mar Fairgrounds ("the Fairgrounds") operated under the d/b/a
20 Crossroads of the West ("Crossroads"). Crossroads currently is the largest vendor of
21 gun show events in California and at the Del Mar Fairgrounds. The gun shows
22 occupy thousands of square feet of the Fairgrounds. Typically, thousands of people
23 attend the gun show on each of the weekends they are held. They have successfully
24 produced and operated multiple safe, legal, and family-friendly gun show events in
25 California and at the Fairgrounds every year for over 30 years.

26 12. Plaintiff BARRY BARDACK is a resident of El Cajon, California, and
27 he is a part-time flight instructor. He regularly attends the gun shows at the
28 Fairgrounds where he purchases ammunition for his target shooting hobby and

1 volunteers at the CRPA booth to talk to others about their rights, the importance of
2 membership in the CRPA, and the Second Amendment. The ban on sales of
3 firearms and ammunition at the Fairgrounds burdens his right to engage in otherwise
4 lawful commercial speech in a public forum and restricts his ability to purchase
5 ammunition for lawful purposes—this is especially true for Plaintiff Bardack
6 because the nearest vendor that could serve his particular ammunition needs is some
7 two hours from his home. And because the ban is intended to make gun shows less
8 profitable and effectively shutter them, it also restricts his right to engage in the
9 unique types of political, educational, and commercial speech that takes place at the
10 gun show.

11 13. Plaintiff RONALD J. DIAZ, SR., is a resident of Alpine, California,
12 and he is a retired federal contractor. He regularly attends gun shows at the
13 Fairgrounds to purchase ammunition reloading supplies. Plaintiff Diaz also attends
14 the Crossroads gun show events at the Del Mar Fairgrounds to engage in expressive
15 activities with like-minded people, including discussions related to firearms,
16 ammunition, and firearm accessories, the shooting sports, politics, and the Second
17 Amendment. The ban on sales of firearms and ammunition at the Fairgrounds,
18 which is intended to make gun shows less profitable and effectively shutter them,
19 burdens his right to engage in otherwise lawful commercial and educational speech
20 in a public forum with vendors that offer him the expertise and variety of reloading
21 supplies available at Crossroads gun shows. It also restricts his right to engage in the
22 unique types of political, educational, and commercial speech that takes place at the
23 gun show.

24 14. Plaintiff JOHN DUPREE is a resident of Alpine, California, and he
25 works for the federal government. He regularly attends the Crossroads gun shows at
26 the Fairgrounds. He is a competitive shooter and has the need to purchase bulk
27 ammunition in order to compete. Plaintiff Dupree also attends the Crossroads gun
28 show events at the Del Mar Fairgrounds to engage in expressive activities with like-

1 minded people, including discussions related to firearms, ammunition, and firearm
2 accessories, the shooting sports, politics, and the Second Amendment. The ban on
3 sales of firearms and ammunition at the Fairgrounds burdens his right to engage in
4 otherwise lawful commercial speech in a public forum and restricts his ability to
5 purchase ammunition for lawful purposes—this is especially true for Plaintiff
6 Dupree because the nearest vendor that could serve his particular ammunition needs
7 is several hours from his home. And because the ban is intended to make gun shows
8 less profitable and effectively shutter them, it also restricts his right to engage in the
9 unique types of political, educational, and commercial speech that takes place at the
10 gun show.

11 15. Plaintiff CHRISTOPHER PAUL IRICK is a resident of Carlsbad,
12 California, and he regularly attends the Crossroads guns shows at the Fairgrounds.
13 He is self-employed and enjoys going to the shows for good prices on firearms and
14 accessories, as well as the variety of merchandise available at the events. Plaintiff
15 Irick also attends the Crossroads gun show events at the Fairgrounds to engage in
16 expressive activities with like-minded people who hunt and support the Second
17 Amendment, while learning about new and innovative products available to firearms
18 owners and sportsmen. The ban on sales of firearms and ammunition at the
19 Fairgrounds burdens his right to engage in otherwise lawful commercial speech in a
20 public forum and restricts his ability to purchase firearms and ammunition for lawful
21 purposes. And because the ban is intended to make gun shows less profitable and
22 effectively shutter them, it also restricts his right to engage in the unique types of
23 political, educational, and commercial speech that takes place at the gun show.

24 16. Plaintiff ROBERT SOLIS is a resident of Oxnard, California, and he is
25 a regular vendor at the Crossroads gun shows at the Fairgrounds. At the Crossroads
26 gun show, he sells firearms-related accessories and, though not in the business of
27 selling firearms, he occasionally engages in the lawful private sale of firearms and
28 ammunition at the show. Plaintiff Solis also attends gun show events at the Del Mar

1 Fairgrounds to engage in expressive activities with like-minded people, including
2 discussions related to firearms, ammunition, and firearm accessories, the shooting
3 sports, politics, and the Second Amendment. The ban on sales of firearms and
4 ammunition at the Fairgrounds directly burdens Plaintiff Solis' right to engage in
5 otherwise lawful commercial speech in a public forum and to access firearms and
6 ammunition for lawful purposes. And because the ban on sales of firearms and
7 ammunition at the Fairgrounds is intended to make gun shows less profitable and
8 effectively shutter them, it restricts his right to engage in otherwise lawful
9 commercial speech related to the sales of firearms accessories and his ability to
10 engage in the unique types of political, educational, and commercial speech that
11 takes place at the gun show.

12 17. Plaintiff LAWRENCE MICHAEL WALSH is a resident of Grass
13 Valley, California, and is the owner of Miwall Corporation, d/b/a Wholesale
14 Ammunition. Miwall is one of the major gun ammunition distributors on the west
15 coast and has been in business for decades. He is a regular vendor at the Crossroads
16 gun shows at the Fairgrounds. Plaintiff Walsh's business currently does not have a
17 physical store, and it only sells its product at gun shows across the state and online.
18 Wholesale Ammunition also supplies ammunition to many of the law enforcement
19 agencies and officers in the state, some of which purchase their ammunition from
20 him at the gun shows because of the amount available, the cost, and the variety they
21 can find. Plaintiff Walsh enjoys being able to talk with other Second Amendment
22 supporters with like interests and views. If the gun shows at the Fairgrounds, or any
23 of the other state venues, were to be shut down, it would be devastating to Plaintiff
24 Walsh's business. The ban on sales of firearms and ammunition at the Fairgrounds
25 directly burdens Plaintiff Walsh's right to engage in otherwise lawful commercial
26 speech in a public forum and to access firearms and ammunition for lawful
27 purposes. And because the ban on sales of firearms and ammunition at the
28 Fairgrounds is intended to make gun shows less profitable and effectively shutter

1 them, it restricts his right to engage in the unique types of political, educational, and
2 commercial speech that takes place at the gun show.

3 18. Plaintiff CAPTAIN JON'S GREEN CAN LOCKERS, LLC, is a
4 limited liability corporation incorporated under the laws of California, with
5 headquarters in Alpine, California. It is wholly owned and operated by Jon J.
6 Winslow, a Retired Fire Captain, who invented and, through the Captain Jon's
7 business, sells a device that safely and effectively locks the widely popular green
8 metal surplus ammunition cans to prevent unauthorized access to their contents.
9 Captain Jon's has no physical store but has been a regular vendor at the Crossroads
10 gun shows at the Fairgrounds since 2015. The Fairgrounds is only 45 minutes from
11 Captain Jon's headquarters, and the next nearest gun show event is at least two
12 hours away. Captain Jon's thus depends on the Del Mar gun show for a significant
13 portion of its annual revenues. Indeed, Captain Jon's has built a loyal following of
14 repeat buyers at the Del Mar show, which make up approximately 50% of the
15 business' sales at the gun show. What's more, Mr. Winslow, Captain Jon's only
16 employee, also attends gun show events at the Fairgrounds to engage in expressive
17 activities with like-minded people, including discussions related to firearms,
18 ammunition, and firearm accessories, the shooting sports, politics, and the Second
19 Amendment. Because the ban on sales of firearms and ammunition at the
20 Fairgrounds is intended to make gun shows less profitable and effectively shutter
21 them, it restricts the lawful commercial speech that Captain Jon's and its sole owner,
22 operator, and employee, Mr. Winslow, engage in at the gun show. It also restricts
23 Mr. Winslow's ability to engage in the unique types of political, educational, and
24 commercial speech that takes place at the gun show.

25 19. Plaintiff L.A.X. FIRING RANGE, INC., d/b/a LAX AMMO LLC, is a
26 limited liability corporation incorporated under the laws of California, with
27 headquarters in Inglewood, California. LAX Ammo is a regular vendor at the
28 Crossroads gun shows at the Fairgrounds. At the Crossroads gun show, LAX Ammo

1 sells “high quality reloads and factory new ammunition in various calibers for rifles,
2 handguns, and shotguns at affordable prices.” The ban on sales of firearms and
3 ammunition at the Fairgrounds directly burdens the right of LAX Ammo, its owners,
4 and employees, to engage in otherwise lawful commercial speech in a public forum
5 and to access firearms and ammunition for lawful purposes. And because the ban on
6 sales of firearms and ammunition at the Fairgrounds is intended to make gun shows
7 less profitable and effectively shutter them, it restricts the right of LAX Ammo, its
8 owners, and employees, to engage in the unique types of political, educational, and
9 commercial speech that takes place at the gun show.

10 20. Plaintiff CALIFORNIA RIFLE & PISTOL ASSOCIATION,
11 INCORPORATED (“CRPA”) is a nonprofit membership organization incorporated
12 under the laws of California, with headquarters in Fullerton, California. Among its
13 other activities, CRPA works to preserve and expand constitutional and statutory
14 rights of gun ownership, including the right to self-defense and the right to keep and
15 bear arms. CRPA accomplishes this through its educational offerings, publications,
16 member engagement events, and legislative advocacy and initiatives. CRPA is also a
17 regular vendor at the Crossroads gun shows at the Fairgrounds, where it engages the
18 public in discussions about the organization and its purposes, the shooting sports,
19 firearms and firearm safety, and the Second Amendment and other political issues. It
20 also attends gun shows at the Fairgrounds to sell organization memberships,
21 advertise its events, distribute its publications, and sell its merchandise, some of
22 which includes expressly pro-gun messaging. CRPA has also hosted political rallies,
23 educational seminars, and range safety officer training at gun shows throughout the
24 state, including those at the Fairgrounds. What’s more, CRPA has tens of thousands
25 of members and supporters, many of whom (including Plaintiffs Bardack, Diaz,
26 Dupree, Irick, Solis, and Winslow) attend the Crossroads gun shows at the
27 Fairgrounds to engage in expressive activities with like-minded people, including
28 discussions related to firearms, ammunition, and firearm accessories, the shooting

1 sports, politics, and the Second Amendment. Because the ban on sales of firearms
2 and ammunition at the Fairgrounds is intended to make gun shows less profitable
3 and effectively shutter them, it restricts the rights of CRPA, its employees,
4 volunteers, members, and supporters, to engage in the unique types of political,
5 educational, and commercial speech that takes place at the gun show. Through this
6 lawsuit, CRPA represents not only its own interests as a gun show vendor, but also
7 the interests of its members as gun show attendees and supporters of the right to
8 keep and bear arms for lawful purposes.

9 21. Plaintiff SOUTH BAY ROD AND GUN CLUB, INC. (“South Bay”) is
10 a private nonprofit corporation incorporated under the laws of California, with
11 headquarters in San Diego County, California. It was formed in 1955 with a mission
12 to operate a properly managed nonprofit shooting club that is efficiently designed,
13 contracted, and safely operated with diligently maintained shooting ranges, support
14 structures, and facilities so that all authorized members and guests may use the
15 facility with pride, confidence, and satisfaction. South Bay endeavors to promote
16 and encourage the safe handling and use of firearms. South Bay is a regular vendor
17 at the Crossroads gun shows at the Fairgrounds, where it engages the public in
18 discussions about the organization and its purposes, the shooting sports, and
19 firearms and firearm safety. What’s more, South Bay has some 4,000 members,
20 many of whom reside in San Diego County and attend the Crossroads gun shows at
21 the Fairgrounds to engage in expressive activities with like-minded people,
22 including discussions related to firearms, ammunition, and firearm accessories, the
23 shooting sports, politics, and the Second Amendment. Because the ban on sales of
24 firearms and ammunition at the Fairgrounds is intended to make gun shows less
25 profitable and effectively shutter them, it restricts the rights of South Bay, its
26 employees, volunteers, and members, to engage in the unique types of political,
27 educational, and commercial speech that takes place at the gun show. Through this
28 lawsuit, South Bay represents not only its own interests as a gun show vendor, but

1 also the interests of its members as gun show attendees and supporters of the right to
2 keep and bear arms for lawful purposes.

3 22. Plaintiff SECOND AMENDMENT FOUNDATION, INC. (“SAF”) is a
4 non-profit membership organization. It is incorporated under the laws of the state of
5 Washington and was founded in 1974. SAF has over 650,000 members and
6 supporters nationwide, include thousands of members in California. The purposes
7 of SAF include education, research, publishing, and litigation. It is critical to the
8 success of SAF that its promotional material, publications, and messages about the
9 “right to keep and bear arms” reach demographic groups that are saturated with gun
10 owners, gun buyers, and people of the “gun culture.” Gun Shows like the one
11 threatened by the Defendants’ actions interfere with this effort. SAF is dedicated to
12 promoting a better understanding about our constitutional heritage to privately own
13 and possess firearms through educational and legal action programs designed to
14 better inform the public about gun control issues. SAF has been a pioneer in
15 innovative defense of the right to keep and bear arms, through its publications and
16 public education programs like the Gun Rights Policy Conference. Those
17 publications and other SAF materials and information are offered at gun show
18 events. Second Amendment Foundation also expends significant sums of money
19 sponsoring public interest litigation to defend its own interests to disseminate
20 information to like-minded individuals, in and individualized setting, but SAF also
21 seeks to defend the interests of its member in lawsuits like this present effort.

22 **[Defendants]**

23 23. Defendant GAVIN NEWSOM is the Governor of the State of
24 California. As Governor, he is vested with “the supreme executive power” of the
25 state and “shall see that the law is faithfully executed.” Cal. Const. art. 5, §1. The
26 injunctive and declaratory relief portions of this suit are brought against Defendant
27 Newsom in his official capacity. Claims for damages are brought against Defendant
28 Newsom in his personal capacity.

1 24. Defendant ROBERT BONTA is the Attorney General of the State of
2 California. He is the “chief law officer” of the state and has the duty to ‘see that the
3 laws of the State are uniformly and adequately enforced.” Cal. Const. art. 5, § 1.
4 Additionally, Defendant Bonta has “direct supervision over every district attorney”
5 within the State. *Id.* If, at any point a district attorney of the State fails to enforce
6 adequately “any law of the State,” Defendant Bonta must “prosecute any violations
7 of the law.” *Id.* Finally, Defendant Bonta, as Attorney General of the State of
8 California, “shall assist any district attorney in the discharge” of duties when
9 “required by the public interest or directed by the Governor. . . .” *Id.* The injunctive
10 and declaratory relief portions of this suit are brought against Defendant Bonta in his
11 official capacity. Claims for damages are brought against Defendant Bonta in his
12 personal capacity.

13 25. Defendant STEPHAN SUMMER is the District Attorney responsible
14 for enforcing the law within the county of San Diego. Under the California
15 Government Code, the district attorney must prosecute “all actions for the recovery”
16 of fines and penalties. Cal. Gov’t Code § 26521. The injunctive and declaratory
17 relief portions of this suit are brought against District Attorney Summer in his
18 official capacity.

19 26. Defendant THOMAS MONTGOMERY is the County Counsel
20 responsible for enforcing the law within the County of San Diego. In that capacity,
21 he must “discharge all the duties vested in the district attorney.” Cal. Gov’t Code §
22 26529. The injunctive and declaratory relief portions of this suit are brought against
23 County Counsel Montgomery in his official capacity.

24 27. Defendant 22nd DISTRICT AGRICULTURAL ASSOCIATION
25 (“District”) is a Governor-appointed Board of Directors that manages the state-
26 owned Del Mar Fairgrounds public venue. The District is governed by a nine-
27 member board, each member serving a four-year term. The District Board of
28 Directors appoints a CEO charged with the daily operations of the facilities but

1 maintains control over activities not delegated to the CEO, including contracting
2 with those seeking to host events, including gun shows, at the Fairgrounds. It is
3 responsible for ensuring that all state laws governing gun shows at the Fairgrounds,
4 including AB 893, are faithfully enforced. In 2018, Defendant District adopted a
5 moratorium on contracting with third parties to host gun show events at the
6 Fairgrounds. That moratorium was enjoined by order of the court and later
7 permanently repealed through settlement of a related lawsuit, *B&L Productions,*
8 *Inc., et al. v. 22nd District Agricultural Association*, Case No. 3:19-cv-134-CAB.

9 28. Defendant KAREN ROSS is the Secretary of the California Department
10 of Food & Agriculture—the entity responsible for the policy oversight of the
11 network of California fair venues, which includes the Del Mar Fairgrounds. Through
12 the Department, Defendant Ross issues guidance for governance and contracting to
13 all agricultural districts throughout California (including Defendant District) and
14 requires reporting from the districts on operational issues. The Department
15 maintains an office of legal counsel for any actions brought against Agricultural
16 Association Districts in the state. The injunctive and declaratory relief portions of
17 this suit are brought against Defendant Ross in her official capacity. Claims for
18 damages are brought against Defendant Ross in her personal capacity.

19 29. The true names and capacities of Defendants named as DOES 1
20 through 50, inclusive, are individual, corporate, associate or otherwise, and are
21 unknown to Plaintiffs. They are, however, believed to be responsible in some way
22 for Plaintiffs' loss and damages. Each Doe Defendant is, and at all times mentioned
23 here was, a partner, agent, principal, co-conspirator, or are otherwise vicariously or
24 directly responsible for the acts or omissions of the other defendants or themselves.
25 They are each sued individually and are joined as party defendants. Plaintiffs thus
26 sue each Doe Defendant under rules 15 and 21 of the Federal Rules of Civil
27 Procedure. Plaintiffs are informed and believed that the Doe Defendants are all
28 California residents. Plaintiffs will amend this complaint to show such true names

1 and capacities of Doe Defendants when they have been ascertained.

2 **FACTUAL ALLEGATIONS**

3 **[Regulation of Gun Show Events in California]**

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

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

13 32. Gun show producers must also, among other things:

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

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

- 27 a. Type of show or event;
- 28 b. Estimated number of vendors offering for sale or display

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

13 Cal. Penal Code §§ 27210, 27215.

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

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

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

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

27 38. Promoters must post signs in a readily visible location at each public
28 entrance to the event that includes all of the following notices:

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

18 Cal. Penal Code § 27240(a).

19 39. 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 40. 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 41. Except in very limited exceptions applicable only to law enforcement,
28 actual firearm transfers are already prohibited from taking place at any gun show in

1 California.² The firearm sale can be started through an on-site licensed “transfer
2 dealer,” but it cannot be completed on site. Instead, purchasers must pick up their
3 purchase at a licensed firearm retailer at a different licensed location--but only after
4 a 10-day waiting period and background check. There is no “Gun Show Loophole”
5 at gun shows operated in accordance with California Law.

6 42. The Gun Show Act of 2000, California Penal Code sections 27200-
7 27245, places even more restrictions on the operation of a gun show in California by
8 requiring that:

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

23
24 ² 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 f. Vendors provide all required information under Penal Code §
- 2 27320;
- 3 g. Vendors will not display or possess black powder or offer it for
- 4 sale;
- 5 h. Ammunition only be displayed in closed original factory boxes
- 6 or other closed containers, with the only exception for showing
- 7 the ammunition to a prospective buyer. On July 1, 2019,
- 8 additional state-law restrictions on the sale of ammunition will
- 9 become effective and gun shows must comply;
- 10 i. No member of the public under 18 years old may enter a gun
- 11 show unless accompanied by a parent or legal guardian;
- 12 j. No person other than security personnel or law enforcement
- 13 possess both a firearm and ammunition for that firearm at the
- 14 same time, with the exception of vendors who are selling both.

15 43. Plaintiff Crossroads diligently operates all of its gun shows in
16 accordance with state law, and it takes immediate remedial measures if irregularities
17 are discovered.

18 44. Vendors at Crossroads gun shows, like Plaintiffs Walsh and LAX
19 Ammo, are some of the same licensed vendors that have brick and mortar stores in
20 the community or operate legally over the internet and are registered with the state
21 as lawful businesses.

22 45. Vendors at Crossroads gun shows sell legal products and enjoy being
23 able to attend gun shows so they can better interact with customers in a more
24 meaningful and intimate way.

25 46. Even with all of the state and federal regulations that promoters and
26 vendors must abide, through the adoption and enforcement of AB 893, Defendants
27 now seek to wholly prohibit constitutionally protected, highly regulated, and
28 otherwise perfectly legal activity.

[The Gun Show Cultural Experience]

1
2 47. Gun shows are a modern bazaar—a convention of like-minded
3 individuals who meet in this unique public forum that has been set aside by state and
4 local governments for all manner of commerce. This convention-like setting is of
5 incalculable benefit to the gun-buying consumer and promotes public safety.

6 48. Gun shows, in general, and the Del Mar show, in particular, are a
7 celebration of America’s “gun culture” that is a natural and essential outgrowth of
8 the constitutional rights that flow from the Second Amendment to the United States
9 Constitution.

10 49. Gun shows, in general, and the Del Mar show, in particular, are a First
11 Amendment forum where literature and information are shared, speakers provide
12 valuable lectures, classes are conducted, political forums are held where gun rights
13 discussions take place, and candidates for political office can meet to discuss
14 political issues, the government, and the constitution with constituents who are part
15 of the California gun culture.

16 50. Gun shows just happen to include the exchange of products and ideas,
17 knowledge, services, education, entertainment, and recreation related to the lawful
18 uses of firearms. Those lawful uses include (but are not limited to):

- 19 a. Firearm safety training
- 20 b. Self-defense
- 21 c. Defense of others
- 22 d. Defense of community
- 23 e. Defense of state
- 24 f. Defense of nation
- 25 g. Hunting
- 26 h. Target shooting
- 27 i. Gunsmithing
- 28 j. Admiration of guns as art

1 k. Appreciation of guns as technological artifacts

2 l. Study of guns as historical objects.

3 51. Gun shows, in general, and the Del Mar show, in particular, are cultural
4 marketplaces for those members of the “gun culture” who attend to celebrate their
5 constitutional rights and to pass their beliefs in patriotism and the rights of the
6 individual on to the next generation. It is a place where parents take their children
7 and grandparents take their grandchildren to share with them, among other things, a
8 love of historic firearms, stories of American war heroes, and their love of hunting.

9 52. Gun shows, in general, and the Del Mar show, in particular, are places
10 where parents can learn to protect their families and their homes, and how to stay in
11 compliance with California’s ever-changing gun laws.

12 53. Gun shows, in general, and the Del Mar show, in particular, are places
13 where people can discuss the positions of political candidates and whether those
14 values line up with their own beliefs in protecting the Second Amendment.

15 54. Gun shows, in general, and the Del Mar show, in particular, are held
16 and promoted, and considerable investment is made, precisely to promote and
17 “normalize” the “gun culture” and the constitutional principles that gun show
18 participants hold dear.

19 55. This forum is vitally important especially in California where
20 government actors at all levels of government (federal, state, and local) are openly
21 hostile to the cultural values of the Second Amendment and where supporters of
22 those cultural values are not considered “mainstream.”

23 56. Participating in “gun culture” is an important reason people attend
24 Crossroads gun shows as vendors, exhibitors, customers, and guests (even if
25 particular vendors or attendees are not in the firearm business or in the market to
26 buy a gun at a particular event).

27 57. While less than 40% of vendors at Crossroads’ events offer firearms or
28 ammunition for sale (the remaining vendors offer accessories, collectibles, home

1 goods, lifestyle products, food, and other refreshments), the principle draw of gun
2 shows is the availability of firearms and ammunition for sale.

3 58. Indeed, many people attend gun shows to learn about the technology
4 and use of various firearms and ammunition when they are considering whether to
5 buy or sell a firearm (or ammunition) and to exchange knowledge with experienced
6 dealers and firearm enthusiasts that they cannot get anywhere else. *Teixeira v.*
7 *County of Alameda*, No. 13-17132 (9th Cir. 2017).³

8 59. Without the ability to buy and sell firearms and ammunition at gun
9 shows at the Fairgrounds, the events will no longer be able to draw many of its
10 vendors and attendees, making the events unprofitable and economically infeasible.

11 60. Defendants wish to end this celebration of “gun culture” and Second
12 Amendment rights because they do not understand the culture or the people. To that
13 end, Defendants have attempted, first through an unconstitutional moratorium on
14 gun show events, *see B&L Prods. v. 22nd Dist. Agric. Ass’n*, 394 F. Supp. 3d 1226
15 (S.D. Cal. 2019), and then through AB 893’s ban on sales of firearms and
16 ammunition at the Fairgrounds, to permanently deprive Plaintiffs of their right to
17 engage in constitutionally protected conduct at the Fairgrounds.

18 **[The Del Mar Fairgrounds Venue]**

19 61. The Fairgrounds is owned by the state of California and managed by
20 the Board of Directors of Defendant District, which must regularly report its
21 activities to the California Department of Food & Agriculture. *See* Table of
22 Fairground Information (Dec. 31. 2010) attached as Exhibit 1.

23 62. Among other things, Defendant District is charged with maintaining the
24 Fairgrounds and ensuring that is used for public purposes.

25
26 ³ 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 63. Defendant Ross, as the Secretary of the California Department of Food
2 & Agriculture, oversees the operation of the various agricultural districts in the state,
3 including Defendant District.

4 64. The California Department of Food & Agriculture, under Secretary
5 Ross, provides policies and guidance for the operation of all agricultural districts in
6 the state, including the use of facilities as directed by Department policy.

7 65. The California Department of Food & Agriculture maintains a *C DFA*
8 *Contracts Manual for Agricultural Districts* (“Manual”). Section 6.25 of the Manual
9 states that “[w]hether or not a fair rents out their facilities for gun shows is a policy
10 decision to be made by the fair board and their community.”

11 66. Due to its large size and unique urban location, the Fairgrounds is a
12 unique, publicly owned venue. There is no other public or private venue of similar
13 size in the area. Effectively, the government has a monopoly on venues of this size
14 and type in the area.

15 67. The Fairgrounds is a state-owned property maintained and opened for
16 use by the public. By virtue of being opened by the state for use by the public, it is a
17 “public forum,” from which the government may not generally exclude expressive
18 activity. *Cinevision Corp. v. City of Burbank*, 745 F.2d 560, 569 (9th Cir. 1984)
19 (*quoting Perry Educ. Ass’n v. Perry Local Educators’ Assn*, 460 U.S. 37, 45-46
20 (1983)).

21 68. The Fairgrounds is used by many different public groups and is a major
22 event venue for large gatherings of people to engage in expressive activities,
23 including concerts, festivals, and industry shows.

24 69. The Fairgrounds actively promotes the use of the property by the public
25 through contracting for available space at the Fairgrounds.

26 70. Indeed, the Fairgrounds plays host not only to events, like the San
27 Diego County Fair, produced by Defendant District, but to “events and activities
28 produced by third-party promoters, which range from concerts and festivals, trade

1 shows and consumer expos, equestrian competitions and animal shows, sporting
2 events, fundraisers and personal celebrations.” Del Mar Fairgrounds, About Us,
3 <https://delmarfairgrounds.com/about-us/> (last visited Sept. 29, 2021).

4 71. The Fairgrounds’ 2008 Master Plan, which is still in use, states that
5 Defendant District’s mission is “[t]o manage and promote a world-class, multi-use,
6 public assembly facility with an emphasis on agriculture, education, entertainment,
7 and recreation in a fiscally sound and environmentally conscientious manner *for the*
8 *benefit of all.*” 22nd District Agricultural District, *2008 Master Plan: Del Mar*
9 *Fairgrounds and Horsepark* 13 (April 2011), available at
10 https://delmarfairgrounds.com/pdf/11EIR_000_2008_master_plan.pdf (last visited
11 Sept. 29, 2021) (emphasis added).

12 72. The Fairgrounds has held non-gun-show events in which criminal
13 activity has taken place—including theft and a shooting. These criminal incidents
14 are no more likely to happen at a gun show than at other types of events, but the
15 Defendants have not banned these promoters or their events.

16 **[Contracting for Use of the Fairgrounds]**

17 73. Defendant District has a process for securing returning contractors who
18 would like to secure specific dates into future years before the contracts can be
19 drafted and executed.

20 74. Each year, returning and regular contractors, including Plaintiff
21 Crossroads, submit preferred dates for the next calendar year, so Defendant District
22 can confirm availability and so that Plaintiff Crossroads can begin to reserve
23 vendors and materials for the show weekends.

24 75. Due to the size and extensive planning that goes into producing gun
25 show events, Defendant District has—for decades—provided and held preferred
26 dates for Plaintiff Crossroads, a long-time contractor, until the contracts can fully be
27 executed.

28 76. Defendant District’s “hold” system essentially operates as a right of

1 first refusal to the benefit of returning contractors. For example, if another contractor
2 wanted the same preferred dates as Plaintiff Crossroads, Defendant District would
3 not allow another vendor to come in and take those dates from Plaintiff Crossroads
4 even though there is no official contract in place yet.

5 77. The “hold” system also provides Defendant District with the security of
6 knowing its venue is booked with experienced and knowledgeable repeat contractors
7 that have a demonstrated record of running safe and profitable events at the
8 Fairgrounds.

9 78. The “hold” system also permits the promoter to spend advertising
10 dollars to promote its events, but when governments announce plans to ban gun
11 shows at particular venues, vendors and patrons rationally make plans to attend gun
12 show events at other venues or seek other states to conduct their commerce.

13 79. Defendant District also considers the “hold” dates and shows during
14 budget discussions which are typically held in the year before the contracts are
15 commenced.

16 80. Upon information and belief, Plaintiffs allege that the “hold” system is
17 widely used by similar state fair board venues and is standard industry practice.

18 81. Plaintiff Crossroads, after doing business in this customary manner for
19 more than 30 years, had no reason to doubt that Defendant District would continue
20 to honor such relationship with Plaintiff Crossroads.

21 **[Previous Ban on Gun Shows at the Fairgrounds & Resulting Litigation]**

22 82. Despite the long history that Plaintiff Crossroads has had with the
23 Fairgrounds in operating safe and legal events, the political environment has become
24 hostile toward gun show events and (more generally) toward the “gun culture” in
25 recent years.

26 83. Indeed, gun-show-banning activists are at work throughout the state
27 and the country to ban *all* gun shows *everywhere*, not because they are “dangerous
28 for the community,” but because they do not subscribe to the same values as gun

1 show promoters, vendors, and participants.

2 84. These activists rely on unfounded fears about the security of gun show
3 events, false claims that gun shows are inherently dangerous because they normalize
4 the “gun culture,” and stereotypes about the people that attend gun shows. *See City*
5 *of Cleburne v. Cleburne Living Ctr.*, 473 U.S. 432 (1985) (striking an ordinance
6 requiring a special permit for a group home for the intellectually disabled and citing
7 direct evidence of negative attitudes toward persons with disabilities expressed by
8 community members and recorded in the legislative history).

9 85. In 2017, gun-show-banning activists using the same tactics described
10 above began pressuring Defendant District to prohibit gun show events at the
11 Fairgrounds.

12 86. In response, Defendant District began a series of meetings and public
13 comment periods to determine whether it would continue to contract with Plaintiff
14 Crossroads or other promoters for the use of the Fairgrounds for gun show events.

15 87. Defendant District also engaged in communications with other
16 government agencies and with Crossroads to determine whether gun shows at the
17 Fairgrounds were operated in full compliance with state and federal law, and if the
18 events pose any real danger to the community.

19 88. Defendant District also appointed a non-public, ad hoc committee of
20 two members of the District to investigate the gun show operation at the Fairgrounds
21 and report back to the District with recommendations for the continued use of the
22 Fairgrounds for gun show events.

23 89. On April 23, 2018, Defendant Newsom sent a letter to the District
24 urging the District to ban gun shows at the Fairgrounds, citing his concerns that
25 “[p]ermitting the sale of firearms and ammunition on state-owned property only
26 perpetuates America’s gun culture.” Letter from Governor Gavin Newsom to Board
27 Members of 22nd District Agricultural Association (April 23, 2018) attached as
28 Exhibit 2.

1 90. On September 10, 2018, Assembly member Todd Gloria (D) sent a
2 letter to the District, stating his “firm belief that the State of California should in no
3 way help to facilitate the sale of firearms.” He also expressed his support for the
4 District’s “willingness to consider options for limiting or eliminating these gun
5 shows” and vowed to “act by way of legislation should the 22nd DAA Board be
6 unable to take meaningful action.” Letter from Assembly Member Todd Gloria to
7 Board Members of 22nd District Agricultural Association (Sept. 10, 2018) attached
8 as Exhibit 3.

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

- 13 a. Considers the feasibility of conducting gun shows for only
14 educational and safety training purposes and bans the possession
15 of guns and ammunition on state property
- 16 b. Aligns gun show contract language with recent changes to state
17 and federal law
- 18 c. Details an enhanced security plan for the conduct of future shows
- 19 d. Proposes a safety plan
- 20 e. Considers the age appropriateness of the event
- 21 f. Grants rights for the DAA to perform an audit to ensure full
22 compliance with California Penal Code Sections 171b and
23 12071.1 and 1207.4.”

24 92. In testimony before the District at the September 11, 2018 hearing,
25 Patrick Kerins, who was then the Public Safety Director for the District, reported on
26 the laws that apply to gun shows in California, as well as Plaintiff Crossroads
27 history of events at the Fairgrounds.

28 93. During his comments at the September 11, 2018 hearing, Mr. Kerins

1 referenced a memorandum that he prepared for the District’s Board of Directors in.
2 In that memorandum, he reported that:

3 As Chief of Security for the 22nd DAA, I routinely inspect the
4 gun show and on a regular basis communicate with the San Diego
5 Sheriff’s Department re: compliance with all the applicable laws and
6 regulations and the Security Plan required by the California
7 Department of Justice Firearms Division. I recently spoke to
8 Detective Jaime Rodriguez of the Sheriff’s North Coastal Station
9 who supervises the four Deputies assigned to the gun show security
10 detail and Detective Stacey Smith who is assigned to the Sheriff’s
11 Licensing Division. Both Detectives said the Crossroads of the West
12 Gun Show is in complete compliance with all the local, State and
13 Federal laws that govern gun shows and that there have not been any
14 violations of law. Both Detectives had high praise for the show
15 promoters and the 22 DAA staff.

16 Memorandum of Patrick Kerins, Public Safety Director, 22nd District Agricultural
17 Association, to Board of Directors, 22nd District Agricultural Association, at 17
18 (2016), attached as Exhibit 14.

19 94. Mr. Kerins’ 2016 memorandum continued:

20 In my considered opinion, as Chief of Security for the 22 DAA for
21 the last 17 years, the CROSSROADS OF THE WEST GUN
22 SHOWS (5 per year) are in compliance with all the local, state and
23 federal regulatory statutes and have operated without any violations
24 of those laws. Under the laws of the State of California you must
25 comply with all the laws of purchasing, selling and/or transferring of
26 firearms at a gun show as you would at licensed gun dealer’s store.
27 Due to the strict California gun show regulations there are no so
28 called loop holes that you so often hear about in the media.

Ex. 14 at 17.

95. Ultimately, the lengthy process of meetings, public comment, and
communications with stakeholders resulted in no finding that allowing the (already
heavily regulated) gun show events to continue at the Fairgrounds posed a definite
or unique risk to public safety.

96. Indeed, Defendant District presented *no* evidence of any safety
concerns within the community that could be linked to the over-30-year-old gun
show at the Fairgrounds.

97. To the contrary, banning highly regulated gun shows in California
communities, like Del Mar, serves to distort the gun market, potentially pushing

1 California gun buyers into less restrictive gun-buying environments.⁴

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

7 99. Plaintiffs Crossroads, Bardack, Diaz, Dupree, Irick, Walsh, CRPA,
8 South Bay, SAF, and others sued Defendants District, Ross, and others in federal
9 court under to prevent enforcement of the moratorium, alleging violations of various
10 constitutional rights, including the rights to free speech, assembly, and equal
11 protection. *See B&L Prods. v. 22nd Dist. Agric. Ass’n*, 394 F. Supp. 3d 1226 (S.D.
12 Cal. 2019) (“*B&L P*”) attached as Exhibit 4.

13 100. Denying Defendant District’s motion to dismiss and granting plaintiffs
14 a preliminary injunction—*sua sponte*—on the ground that plaintiffs were
15 exceedingly likely to succeed on the merits of their constitutional claims, the court

16
17 ⁴ Joyce Lupiani, *Nevada Gun Shows Tied to California Gun Violence*, KTNV
18 (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)
19 [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,*
20 *Injuries in California Spike Following Nevada Gun Shows*, Berkeley News (2017),
21 [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/)
22 [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.
23 21, 2019). *But see* Mariel Alper, Ph.D., & Lauren Glaze, Bureau of Justice Statistics,
24 *Source and Use of Firearms Involved in Crimes: Survey of Prison Inmates, 2016*
25 (2019), available at <https://www.bjs.gov/content/pub/pdf/suficspi16.pdf> (last visited
26 Jan. 21, 2019); Garen J. Wintemute, et al., *Gun Shows and Gun Violence: Fatally*
27 *Flawed Study Yields Misleading Results*, 100 Am. J. Pub. Health 1856-60 (2010),
28 available at <https://www.ncbi.nlm.nih.gov/pmc/articles/PMC2936974/> (last visited
Jan. 21, 2019).

⁵ *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 in *B&L I* temporarily enjoined the enforcement of the District’s gun show
2 moratorium and ordered the District to contract with Crossroads as it would any
3 other similar event promoter at the Fairgrounds. Ex. 4.

4 101. Shortly thereafter, the *B&L I* plaintiffs negotiated a settlement with the
5 District, represented by attorneys for the California Department of Justice,
6 permanently terminating the 2019 gun show moratorium, reinstating Crossroads’
7 right to promote gun show events at the Fairgrounds, and permanently barring the
8 District from unilaterally halting B&L’s gun show events at the Fairgrounds. *See*
9 Parties’ Joint Notice of Settlement and Motion for Dismissal, *B&L Prods. v. 22nd*
10 *Dist. Agric. Ass’n*, 394 F. Supp. 3d 1226 (S.D. Cal. 2020) attached as Exhibit 5.

11 **[California’s Assembly Bill 893 (Gloria)]**

12 102. Making good on his threat, and fully aware of the court’s decision in
13 *B&L I*, Assembly member Gloria introduced Assembly Bill 893 (“AB 893”) on or
14 about February 20, 2019. Assem. Bill 893, 2019-2020 Reg. Sess. (Cal. 2019)
15 attached as Exhibit 6.

16 103. AB 893, which added Section 4158 to the California Food &
17 Agricultural Code, bars any “officer, employee, operator, lessee, or licensee of the
18 [District]” from “contract[ing] for, authoriz[ing], or allow[ing] the sale of any
19 firearm or ammunition on the property or in the buildings that comprise the Del Mar
20 Fairgrounds....” Violation of the law is a misdemeanor. Ex. 6.

21 104. AB 893 does not bar the possession of firearms or ammunition on the
22 property or in the buildings that comprise the Del Mar Fairgrounds. Ex. 6.

23 105. The text of AB 893 expressly identifies the ongoing presence at the
24 Fairgrounds of “marketplaces popularly known as ‘gun shows,’ at which firearms
25 and ammunition and other items are sold to the public approximately five times a
26 year.” Ex. 6.

27 106. AB 893 also clearly recognizes that “[p]romoters maintain relationships
28 with a core group of vendors, some selling guns and some selling other

1 merchandise, who travel as the schedule dictates from city to city and state to state
2 and in the West, for example, many of the same vendors can be seen at Crossroads
3 of the West Gun Shows from San Francisco, California, to Tucson, Arizona.” Ex. 6.

4 107. AB 893 failed to identify, however, any real public safety or security
5 concern specifically related to the existence of gun show events at the Fairgrounds.

6 108. To be sure, AB 893 claims, without support, that “[g]un shows bring
7 grave danger to a community” and that “dangerous incidents” have taken place at
8 guns shows at the Fairgrounds, including “an official vendor accused of trafficking
9 illegal firearms, sales of firearms to individuals registered in the Department of
10 Justice Bureau of Firearms Armed Prohibited Persons System, and illegal
11 importation of large-capacity magazines.” But AB 893 makes no effort to show that
12 these incidents are any more likely to occur at gun shows in California, which are
13 regulated at least as heavily as retailers operating out of brick-and-mortar stores.

14 109. AB 893 also claims that “between the years 2013 and 2017, the San
15 Diego County Sheriff recorded 14 crimes” at gun shows at the Fairgrounds. Ex. 6.
16 But even if the Legislature had proof of these crimes, AB 893 makes no attempt to
17 compare this to the number of crimes recorded at other similarly sized events at the
18 Fairgrounds during that period. Nor does it distinguish between the type of crimes
19 this bill purports to target (e.g., illegal firearm transfers, straw purchases, sales of
20 illegal firearms or accessories) and run-of-the-mill crimes that are likely to occur
21 whenever thousands of people descend on one venue for a trade show or fair (e.g.,
22 petty thefts, parking or traffic violations, public drunkenness, simple assault).

23 110. Instead, AB 893’s legislative history reveals only general concerns
24 about gun violence occurring all over the country and legislators’ beliefs that the
25 state should not profit from sales of firearms and ammunition. *See* Matthew
26 Fleming, Assem. Comm. Pub. Safety, Bill Analysis Re: AB 819 (Gloria), 2019-2020
27 Reg. Sess., at 3 (Cal. 2019) attached as Exhibit 7.

28 111. Indeed, AB 893 opens with a list of tragedies, including the horrific

1 mass murders that took place at Columbine High School, Sandy Hook Elementary
2 School, and Marjory Stoneman Douglas High School—none of which were carried
3 out with firearms traced to gun show events at the Fairgrounds. Ex. 6.

4 112. What’s more, a March 26, 2019 analysis of AB 893 presented to the
5 Assembly Committee on Public Safety quoted claims by Assembly member Gloria,
6 the bill’s sponsor, that “[t]here is an ever apparent link between the gun violence we
7 see virtually every week and the number of guns in our communities.” These
8 statements, however, made no attempt to link gun violence to gun shows, generally,
9 or to gun shows at the Fairgrounds, specifically. Ex. 7 at 2.

10 113. The Public Safety Committee’s March 26, 2019 analysis also quoted
11 Gloria as lamenting that “the State of California should not be profiting or
12 benefitting from the sale of firearms.” He continued, “[f]undamentally, I believe it is
13 wrong for the state of California to profit or to benefit from the sale of firearms and
14 ammunition.” Ex. 7 at 2.

15 114. Assembly member Lorena Gonzalez, who co-sponsored AB 893,
16 expressed a similar sentiment, arguing that “[t]he State of California shouldn’t be in
17 the business of using our public land to join with the firearms industry to profit off
18 the sale of guns and ammo.” Chris Jennewein, *Assembly Passes Todd Gloria’s Bill
19 to Thwart Gun Shows at Del Mar Fairgrounds*, timesofsandiego.com (April 25,
20 2019), [https://timesofsandiego.com/politics/2019/04/25/assembly-passes-todd-
21 glorias-bill-to-thwart-gun-shows-at-del-mar-fairgrounds/](https://timesofsandiego.com/politics/2019/04/25/assembly-passes-todd-glorias-bill-to-thwart-gun-shows-at-del-mar-fairgrounds/) (last visited Sept. 29,
22 2021).

23 115. The Public Safety Committee’s March 26, 2019 analysis also cited a
24 decade-old report from the Violence Prevention Research Program at the UC Davis
25 School of Medicine, identifying gun shows as a source of illegally trafficked
26 firearms. Ex. 7 at 3. But neither the VPRP report nor AB 893’s legislative history
27 links any illegally trafficked firearm or gun used in crime to gun shows at the
28 Fairgrounds (or even to gun shows in California). See Garen Wintemute, MD, *Inside*

1 *Gun Shows: What Goes on When Everybody Thinks Nobody's Watching*, ch. 1
2 (2009), attached as Exhibit 8. This is unsurprising because, as the study states,
3 “[m]uch of the concern about gun shows as a source of crime guns focuses on
4 private party gun sales, *since no background checks are conducted and no records*
5 *are kept.*” Ex. 8 at 32. But such concerns are simply irrelevant in California where
6 private party transfers—even those initiated at gun shows—must be processed by a
7 licensed firearm dealer and are subject to background checks and registration under
8 state law.

9 116. The VPRP report cited by the Public Safety Committee’s analysis of
10 AB 893 also attempts to implicate licensed firearm retailers operating at gun shows
11 as sources of crime guns in America, claiming that “30% of dealers with gun show
12 sales, but 22% of all dealers, had previously had a crime gun traced to them.” But it
13 expressly recognizes that “in California, where both gun shows themselves and gun
14 commerce generally are regulated, *sales at gun shows are not a risk factor among*
15 *licensed retailers for disproportionate sales of crime guns.*” Ex. 8 at 33 (emphasis
16 added).

17 117. The Public Safety Committee’s March 26, 2019 analysis also cited a
18 report from the Government Accountability Office, claiming that a GAO report
19 “regarding gun trafficking to Mexico confirmed that many traffickers buy guns at
20 gun shows.” Ex. 7 at 3. But again, neither the BATFE report nor AB 893’s
21 legislative history links any illegally trafficked firearm to gun shows at the
22 Fairgrounds (or even to gun shows in California). *See* U.S. Gov’t Accountability
23 Off., GAO-16-223, *Firearms Trafficking: U.S. Efforts to Combat Firearms*
24 *Trafficking to Mexico Have Improved, but Some Collaboration Challenges Remain*
25 (2016) attached as Exhibit 9. To be sure, the GAO report identifies U.S. Southwest
26 border states, including Texas (41%), California (19%), and Arizona (15%), as the
27 largest sources of firearms illegally trafficked into Mexico from the United States.
28 Ex. 9 at 14. But it does not trace these illegally trafficked guns to licensed dealers,

1 generally, or to those operating at gun shows, specifically. Rather, it says only that
2 “there were about 10,134 licensed dealers and pawnbrokers in the four Southwest
3 border states, many of them along the border,” and that “these licensed dealers and
4 pawnbrokers can operate in locations such as gun shops, pawn shops, their own
5 homes, or gun shows.” *Id.*

6 118. The Public Safety Committee’s March 26, 2019 analysis did concede
7 that “less than one percent of inmates incarcerated in state prisons for gun crimes
8 acquired their firearms at a gun show”—though it transparently tries to diminish that
9 fact by citing only a website of the National Rifle Association as the source of the
10 statistic, instead of the U.S. Department of Justice, Bureau of Justice Statistics
11 reports from which the NRA drew it. Ex. 7 at 2-3 (citing NRA-ILA, *Background*
12 *Checks|NICS*, <https://www.nraila.org/get-the-facts/background-checks-nics> (last
13 visited Sept. 29, 2021)); *but see* Caroline Wolf Harlow, Ph.D., Bureau of Justice
14 Statistics, *Firearm Use by Offenders* (Nov. 2001) attached as Exhibit 10.

15 119. While the Public Safety Committee’s March 26, 2019 analysis also
16 concedes that “violent criminals do not appear to regularly purchase their guns
17 directly from gun shows,” the analysis immediately shifts to “criticism” (from the
18 partisan Center for American Progress) that gun shows are somehow “the critical
19 moment in the chain of custody for many guns, the point at which they move from
20 the somewhat-regulated legal market to the shadowy, no-questions-asked illegal
21 market.” Ex. 7 at 3 (citing Arkadi Gerney, Center for American Progress, *The Gun*
22 *Debate 1 Year After Newtown: Assessing Six Key Claims About Gun Background*
23 *Checks* (Dec. 2013), available at [https://www.americanprogress.org/issues/guns-](https://www.americanprogress.org/issues/guns-crime/reports/2013/12/13/80795/the-gun-debate-1-year-after-newtown/)
24 [crime/reports/2013/12/13/80795/the-gun-debate-1-year-after-newtown/](https://www.americanprogress.org/issues/guns-crime/reports/2013/12/13/80795/the-gun-debate-1-year-after-newtown/) (last visited
25 Sept. 29, 2021). Neither the Center for American Progress editorial nor AB 893’s
26 bill analysis show how, in California where sales at gun shows are regulated *at least*
27 as heavily as sales at brick-and-mortar retailers, guns originating at gun shows are
28 any more likely to enter the “shadowy, no-questions-asked illegal market” than

1 those sold at gun stores.

2 120. Councilman Dwight Worden from the city of Del Mar, which was “at
3 the helm of city-level efforts to oppose the shows,” spoke in strong support of AB
4 893. He made clear that hostility toward the pro-gun speech that occurs at gun
5 shows has long driven the movement to put an end to the events: “Councilman
6 Dwight Worden said Del Mar’s City Council is ‘unanimously on the same page with
7 this [AB 893] and very much behind the effort to discontinue the sale of guns and
8 ammo’ at the Fairgrounds. ‘For decades in Del Mar, we felt that the *promotion and*
9 *glorification of guns at the gun show are not consistent with our community*
10 *values.*’ ” Lexy Brodt, *Boerner Horvath, Gloria Introduce Bill to Ban Gun Shows at*
11 *Fairgrounds*, Coast News Group (Feb. 28, 2019), [https://thecoastnews.com/boerner-](https://thecoastnews.com/boerner-horvath-gloria-introduce-bill-to-ban-gun-shows-on-state-land-2/)
12 [horvath-gloria-introduce-bill-to-ban-gun-shows-on-state-land-2/](https://thecoastnews.com/boerner-horvath-gloria-introduce-bill-to-ban-gun-shows-on-state-land-2/) (last visited Sept.
13 29, 2019) (emphasis added).

14 121. On October 11, 2019, Governor Newsom signed AB 893 into law.

15 122. Defendant Newsom, who is ultimately responsible for the enforcement
16 of the law, has long harbored animus towards gun show promotion.

17 123. Indeed, Defendant Newsom has supported the closure of gun shows at
18 other state venues and specifically wrote to Defendant District in 2018 in support of
19 its unconstitutional gun show moratorium. He wrote: “[p]ermitting the sale of
20 firearms and ammunition on state owned property only perpetuates America’s gun
21 culture at a time when 73 percent of Californians support gun reform measures.”

22 **[The Impact of AB 893 on the Del Mar Gun Show]**

23 124. The sale of firearms and ammunition is an essential function of gun
24 shows, and it is one of the main reasons people attend these events; if gun shows are
25 not economically viable because they have been stripped of an essential function,
26 they will cease to exist.

27 125. AB 893 thus has the same practical effect as the District’s
28 unconstitutional gun show moratorium—that is, by permanently banning the

1 commercial sale of firearms and ammunition at the Fairgrounds, it has the effect of
2 banning gun shows at the Fairgrounds.

3 126. The Legislature was well-aware when it passed AB 893 that a
4 “gunless” gun show would not survive financially. Indeed, the intended purpose of
5 AB 893 was to end gun shows at the Fairgrounds.

6 127. Indeed, the Public Safety Committee’s March 26, 2019 analysis of AB
7 893 expressly admitted that:

8 This bill would add a section to the Food and Agricultural Code
9 that prohibits the sale of firearms and ammunitions at the Del Mar
10 Fairgrounds. By default, a violation of any provision of the Food and
11 Agricultural code is a misdemeanor, unless otherwise specified.
12 Therefore, this bill would effectively terminate the possibility for
13 future gun shows at the Del Mar Fairgrounds.

14 Ex. 7 at 4.

15 128. Similarly, the April 1, 2019 Assembly Appropriations Committee’s
16 April 1, 2019 analysis of AB 893 acknowledged:

17 This bill would add a section to the Food and Agricultural Code that
18 prohibits the sale of firearms and ammunitions at the Del Mar
19 Fairgrounds. By default, a violation of any provision of the Food and
20 Agricultural code is a misdemeanor, unless otherwise specified.
21 Therefore, this bill would effectively terminate the possibility for
22 future gun shows at the Del Mar Fairgrounds. On three prior
23 occasions, former Governors Brown and Schwarzenegger vetoed
24 similar legislation to ban gun shows at the Cow Palace in San
25 Francisco.

26 *See* Kimberly Horiuchi, Assem. Comm. Approps., Bill Analysis Re: AB 819
27 (Gloria), 2019-2020 Reg. Sess., at 1-2 (Cal. 2019) attached as Exhibit 11.

28 129. Reporting that AB 893 “would effectively shut down gun shows like
Crossroads of the West at the fairgrounds,” the Times of San Diego quoted Gloria as
saying that “[t]he communities around the Del Mar Fairgrounds have been clear:
they do not want these gun shows taking place on this state-owned land.” Chris
Jennewein, *Assembly Passes Todd Gloria’s Bill to Thwart Gun Shows at Del Mar
Fairgrounds*, timesofsandiego.com (April 25, 2019),

<https://timesofsandiego.com/politics/2019/04/25/assembly-passes-todd-glorias-bill->

1 [to-thwart-gun-shows-at-del-mar-fairgrounds/](#) (last visited Sept. 29, 2021).

2 130. And further evidencing the Legislature’s intended effect of AB 893,
3 Senator Dave Min recently wrote to the Board of the 32nd District Agricultural
4 Association in Orange County, warning the Board Members not to stand in the way
5 of his bill that would ban sales of firearms, firearm precursor parts, and ammunition
6 at the Orange County Fairgrounds in Costa Mesa. In that letter, he addressed
7 members’ concerns that their venue was being unfairly and exclusively targeted,
8 responding that AB 893 was a similar action banning gun shows at a single
9 fairground:

10 Furthermore, the substantive merits of any such communication to
11 the Governor are dubious. While Item 6A expresses a concern that
12 SB 264 “exclusively targets the 32nd DAA,” such action to **ban gun**
13 **shows** at a single fairground site has recent precedent. In 2019, Gov.
14 Newsom signed Assembly Bill 893 (Gloria) into law, ending the sale
15 of firearms and ammunition at the Del Mar Fairgrounds, operated by
16 the 22nd District Agricultural Association.

17 Letter from Senator Dave Min to Board Members of 32nd District Agricultural
18 Association attached as Exhibit 12 (emphases added).

19 131. Nonetheless, Plaintiff Crossroads has repeatedly reached out to
20 Defendant District to request dates for events at the Fairground in 2021.

21 132. Plaintiff Crossroads has been unable to secure dates and enter into new
22 contracts for events at the Fairgrounds in 2021 due to the Defendants’ intentional act
23 of adopting and enforcing AB 893.

24 133. Indeed, in compliance with AB 893, Defendant District cannot and will
25 not enter into contracts for gun shows at the Fairgrounds if firearms and ammunition
26 will be sold.

27 134. Even though Plaintiff Crossroads has offered to attempt to hold events
28 without sales of firearms or ammunition to preserve its longstanding relationship
with the District, mitigate damages, and continue planning and promoting its family-
friendly events until its claims can be heard, Defendant District has dragged its feet
and has not provided dates for events in 2021.

1 135. As a result of Defendant District’s stalling, most of Plaintiff
2 Crossroads’ requested dates in 2021 have either passed or have become unavailable.

3 136. Because of the time and resources needed to plan and implement its
4 gun show events, Plaintiff Crossroads must plan its shows about one year in
5 advance, but Defendant District has not allowed Plaintiff Crossroads to secure dates
6 in 2022 either.

7 137. What’s more, Defendant District seems to have stripped Plaintiff
8 Crossroads of its effective right of first refusal under the District’s “hold” system
9 described above. Indeed, it has not only failed to give Crossroads first choice of its
10 dates for the coming year, but it has also prohibited Crossroads from securing dates
11 for gun show events at the Fairgrounds since 2020.

12 138. Because California prohibits the building of similar venues within their
13 districts as a way of preventing competition for available space, there are no venues
14 in the area that offer comparable space and parking needed for gun show events.
15 Plaintiff Crossroads has thus been unable to find a suitable alternate location to the
16 Fairgrounds.

17 139. Defendants’ adoption and enforcement of AB 893, which has the
18 intended and practical effect of banning gun shows at the Fairgrounds, has and will
19 continue to cause Plaintiff Crossroads significant economic damages, including loss
20 of event revenue, breakdown of relationships and agreements with long-time event
21 vendors and companies used as suppliers for gun show events, relinquishment of
22 future show dates, and loss of business reputation and goodwill that has been built
23 by Plaintiff Crossroads for more than 30 years.

24 140. Plaintiff Crossroads has already lost all revenue for gun show events at
25 the Fairgrounds in 2021 because the Fair Board will not finalize event dates, citing
26 AB 893 as the reason. If shows do not return to the Fairgrounds in 2022, Plaintiff
27 Crossroads will lose all revenue for gun show events at the Fairgrounds in 2022 as
28 well.

1 141. Even if Plaintiff Crossroads could secure dates, plan, promote, and host
2 gun shows in the remainder of 2021 and in 2022, AB 893 stands in the way of
3 Crossroads generating the profits the events typically generate because the ban on
4 firearm and ammunition sales will significantly impact paid event attendance and
5 the types and numbers of paid vendors who will do business with Crossroads at the
6 Del Mar gun show.

7 142. Plaintiff Crossroads has and will continue to suffer loss of business
8 goodwill resulting from Defendants’ adoption and enforcement of AB 893 under the
9 (unsupported) pretense that gun shows, generally, and Crossroads’ shows, in
10 particular, threaten public safety. The message this sends to other venues, attendees,
11 and vendors that do business with Crossroads will no doubt affect Crossroads for
12 years.

13 143. Defendants’ adoption and enforcement of AB 893, which has the
14 intended and practical effect of banning gun shows at the Fairgrounds, also causes
15 economic damage to the organizational plaintiffs, CRPA, SAF, and South Bay,
16 which use their vendor spaces, in part, to sell organization memberships, advertise
17 their educational courses, request donations, and sell organization merchandise, like
18 hats and stickers.

19 144. Defendants’ adoption and enforcement of AB 893, which has the
20 intended and practical effect of banning gun shows at the Fairgrounds, also causes
21 economic damage to the vendor plaintiffs, Solis, Walsh, Captain Jon’s, and LAX
22 Ammo, who uses their vendor spaces, in part, to sell firearms, ammunition, and/or
23 related accessories.

24 145. Defendants’ adoption and enforcement of AB 893, which has the
25 intended and practical effect of banning gun shows at the Fairgrounds, prohibits
26 Plaintiffs and all those similarly situate from making sue of a state-owned “public
27 assembly facility” to host gun show events, a lawful business activity, in violation of
28 Plaintiffs’ rights to engage in free speech and peaceful assembly, and their right to

1 equal protection under the law.

2 146. Specifically, Defendants’ conduct complained of here strips Plaintiffs
3 Bardack, Diaz, Dupree, Irick, Solis, and Walsh, as well as the organizational
4 plaintiffs, CRPA, SAF, and South Bay, of a vital opportunity to assemble and
5 engage in pure speech about, among other things, the rights and responsibilities of
6 gun owners, the Second Amendment, patriotism, and political activism with like-
7 minded individuals.

8 147. Defendants’ conduct complained of here also strips Plaintiff Crossroads
9 of the right to promote gun show events, acting as a “clearinghouse” for both
10 political speech and commercial speech.

11 148. Defendants’ conduct complained of here also strips Plaintiffs Solis,
12 Walsh, Captain Jon’s, and LAX Ammo of a vital opportunity to assemble and
13 engage in lawful commercial speech, including the offer and acceptance of sales of
14 firearms, ammunition, and related accessories.

15 149. Furthermore, even if the Court grants injunctive relief, Plaintiff
16 Crossroads will have incurred damages in having to devote extraordinary advertising
17 dollars to inform the public that gun shows will continue to be held and have not
18 been banned at the Fairgrounds.

19 150. The economic and non-economic harms and injuries to Plaintiffs are of
20 a continuing nature; they continue to compound everyday AB 893 remains the law.

21 **[Government Tort Claim]**

22 151. On August 2, 2021, Plaintiffs Crossroads, Walsh, LAX Ammo, CRPA
23 and SAF notified Defendants Newsom, Bonta, Ross, and District of their claims for
24 intentional and/or negligent interference with prospective advantage by filing a
25 timely Government Tort Claim pursuant to California’s Tort Claims Act. B&L
26 Productions, Inc., et al., Government Tort Claim (filed Aug. 2, 2021) attached
27 Exhibit 13.

28 152. Defendants Newsom, Bonta, Ross, and District neither accepted nor

1 rejected Plaintiffs’ Government Tort Claim in writing within 45 days, so the claim
2 was rejected by operation of law.

3 153. On August 2, 2021, Plaintiff Crossroads of its claim for intentional
4 interference with contract by filing a timely Government Tort Claim pursuant to
5 California’s Tort Claims Act. Ex. 7.

6 154. Defendants Newsom, Bonta, Ross, and District neither accepted nor
7 rejected Plaintiffs’ Government Tort Claim in writing within 45 days, so the claim
8 was rejected by operation of law.

9 **FIRST 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 All Defendants)

13 155. Plaintiffs incorporate by reference paragraphs 1 through 154 of this
14 Complaint as though fully set forth herein in their entirety.

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

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

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

26 159. The state of California owns the Fairgrounds, a public venue. It is
27 rented to the public, including community-based organizations and businesses, for
28 its use and enjoyment, including for concerts, festivals, and industry shows.

1 160. Defendants Newsom, Becerra, Summers, and Montgomery are the state
2 and local actors responsible for ensuring that AB 893 is enforced and thus have the
3 authority to prosecute violations of AB 893.

4 161. Defendants Ross and District interpret, implement, and enforce state
5 laws and policies as regards the Fairgrounds, including AB 893.

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

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

15 164. Defendants' enforcement of AB 893, which prohibits the sale of
16 firearms and ammunition at the Fairgrounds with the purpose and intention (or at
17 least the effect) of ending gun show events at the Fairgrounds, is an impermissible
18 content-based restriction of speech. Such enforcement constitutes a direct violation
19 of the First Amendment.

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

25 166. As a direct and proximate result of Defendants' conduct, Plaintiffs
26 CRPA, South Bay, SAF and Individuals Bardack, Diaz, Dupree, Irick, Solis, and
27 Walsh have suffered irreparable harm, including the violation of their constitutional
28 right to freedom of expression, entitling them to declaratory and injunctive relief.

1 **SECOND CAUSE OF ACTION**

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

3 **42 U.S.C. § 1983**

4 (By Plaintiff Crossroads Against All Defendants)

5 167. Plaintiffs incorporate by reference paragraphs 1 through 166 of this
6 Complaint as though fully set forth herein in their entirety.

7 168. The First Amendment provides that “Congress shall make no law . . .
8 abridging the freedom of speech. . . .”

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

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

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

24 172. The state of California owns the Fairgrounds, a public venue. It is
25 rented to the public, including community-based organizations and businesses, for
26 its use and enjoyment, including for concerts, festivals, and industry shows.

27 173. Defendants Newsom, Becerra, Summers, and Montgomery are the state
28 and local actors responsible for ensuring that AB 893 is enforced and thus have the

1 authority to prosecute violations of AB 893.

2 174. Defendants Ross and District interpret, implement, and enforce state
3 laws and policies as regards the Fairgrounds, including AB 893.

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

10 176. Plaintiff Crossroads has a right under the First Amendment to use the
11 Fairgrounds for its expressive activity on the same basis as other members of the
12 public without regard to the content or viewpoint it seeks to express and promote.

13 177. Defendants’ enforcement of AB 893, which prohibits the sale of
14 firearms and ammunition at the Fairgrounds with the purpose and intention (or at
15 least the effect) of ending gun show events at the Fairgrounds, is an impermissible
16 content-based restriction of speech. Such enforcement constitutes a direct violation
17 of the First Amendment.

18 178. There is no compelling (or even legitimate) governmental interest to
19 support the ban on the commercial sales of all firearms and ammunition at the
20 Fairgrounds, effectively shuttering gun show events at the Fairgrounds and
21 destroying a vital outlet for the expression and exchange of ideas related to
22 promoting and preserving the “gun culture” in California and elsewhere.

23 179. As a direct and proximate result of Defendants’ conduct, Plaintiff
24 Crossroads has suffered and will continue to suffer irreparable harm, including the
25 violation of its constitutional right to freedom of expression, entitling Plaintiff to
26 declaratory and injunctive relief.

27 ///

28 ///

1 **THIRD CAUSE OF ACTION**

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

3 **42 U.S.C. § 1983**

4 (By Plaintiffs Solis, Walsh, Captain Jon’s, and LAX Ammo Against All Defendants)

5 180. Plaintiffs incorporate by reference paragraphs 1 through 179 of this
6 Complaint as though fully set forth herein in their entirety.

7 181. The First Amendment provides that “Congress shall make no law . . .
8 abridging the freedom of speech. . . .”

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

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

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

23 185. The state of California owns the Fairgrounds, a public venue. It is
24 rented to the public, including community-based organizations and businesses, for
25 its use and enjoyment, including for concerts, festivals, and industry shows.

26 186. Defendants Newsom, Becerra, Summers, and Montgomery are the state
27 and local actors responsible for ensuring that AB 893 is adequately enforced and
28 thus have the authority to prosecute violations of AB 893.

1 187. Defendants Ross and District interprets, implements, and enforces state
2 laws and policies as regards the Fairgrounds, including AB 893.

3 188. Plaintiffs Solis, Walsh, Captain Jon’s, and LAX Ammo have attended
4 in the past and wish to again attend Crossroads gun shows at the Fairgrounds to
5 engage in lawful commercial speech with individual attendees.

6 189. Plaintiffs Solis, Walsh, Captain Jon’s, and LAX Ammo have a right
7 under the First Amendment to use the Fairgrounds for expressive activity on the
8 same basis as other members of the public without regard to the viewpoints they
9 seek to express and promote.

10 190. Defendants’ enforcement of AB 893, which prohibits the sale of
11 firearms and ammunition at the Fairgrounds with the purpose and intention (or at
12 least the effect) of ending gun show events at the Fairgrounds, is an impermissible
13 content-based restriction of speech. Such enforcement constitutes a direct violation
14 of the First Amendment commercial speech rights of the Plaintiffs.

15 191. Further, by directly barring the rights of vendors, like Plaintiffs Solis,
16 Walsh, and LAX Ammo, to sell firearms and ammunition (which necessarily
17 involves commercial speech), AB 893 defies existing case law in the Ninth Circuit
18 protecting the commercial speech associated with firearm sales on public property.
19 *See Nordyke v. Santa Clara Cty.*, 110 F. 3d 707 (9th Cir. 1997).

20 192. There is no governmental interest—let alone a substantial one—to
21 support the ban on the commercial sales of all firearms and ammunition at the
22 Fairgrounds, effectively shuttering gun show events at the Fairgrounds and
23 destroying a vital outlet for the expression and exchange of ideas related to
24 promoting and preserving the “gun culture” in California and elsewhere. This is
25 especially true where the state maintains an interest in tax revenue from the lawful
26 sale of firearms and ammunition at locations other than gun shows.

27 193. Even if there were a substantial governmental interest in restricting gun
28 shows and the commercial speech that occurs at such events, banning commercial

1 speech about firearms and ammunition at the Fairgrounds altogether is more
2 extensive than necessary to serve any such interest. *See Nordyke*, 110 F.3d 707
3 (holding that a ban on the sale of firearms on county-owned land was overbroad as
4 abridging commercial speech associated with the sale of lawful products).

5 194. As a direct and proximate result of Defendants’ conduct, Plaintiffs
6 Solis, Walsh, Captain Jon’s, and LAX Ammo will suffer irreparable harm, including
7 the violation of their constitutional right to freedom of expression, entitling them to
8 declaratory and injunctive relief.

9 **FOURTH CAUSE OF ACTION**

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

11 **42 U.S.C. § 1983**

12 (By All Plaintiffs Against All Defendants)

13 195. Plaintiffs incorporate by reference paragraphs 1 through 194 of this
14 Complaint as though fully set forth herein in their entirety.

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

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

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

27 199. Prior restraint also involves the “unbridled discretion doctrine” where a
28 policy, or lack thereof, allows for a single person or body to act at their sole

1 discretion, without regard for any constitutional rights possessed by the person upon
2 which the action is taken, and where there is no remedy for challenging the
3 discretion of the decision makers. *Lakewood*, 486 U.S. at 757.

4 200. The Defendants are the state and local actors responsible for enforcing
5 AB 893, which is a content-based restriction of speech that will have a chilling
6 effect on Plaintiffs’ First Amendment rights, thus acting as a de facto prior restraint
7 on Plaintiffs’ rights.

8 201. Under AB 893, Defendant District has unfettered discretion to
9 determine what constitutes a “sale” under the law and is thereby prohibited at the
10 Fairgrounds.

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

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

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

24 **FIFTH CAUSE OF ACTION**

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

26 **42 U.S.C. § 1983**

27 (By All Plaintiffs Against All Defendants)

28 205. Plaintiffs incorporate by reference paragraphs 1 through 204 of this

1 Complaint as though fully set forth herein in their entirety.

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

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

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

15 209. Defendants have no legitimate and substantial interest in prohibiting the
16 sale of firearms and ammunition, effectively shuttering gun shows at the
17 Fairgrounds, and by extension the rights of Plaintiffs to associate and assemble at
18 the Fairgrounds.

19 210. Defendants have expressly banned the sale of firearms and ammunition
20 at the Fairgrounds, which is an essential function of gun show and one of the main
21 reasons people attend these events. By eliminating the sale of firearms and
22 ammunition, Defendants have stripped gun shows of an essential function, limiting
23 the number and types of vendors at the gun shows and the number of individuals in
24 attendance. Thus, having a chilling effect on the First Amendment.

25 211. Not only does AB 893 eliminate Plaintiffs’ ability to engage in
26 discussion with event attendees about the sale and purchase of firearms and
27 ammunition, but it does also so unnecessarily because of California’s already
28 extensive regulation of gun show events. For instance, California’s mandatory 10-

1 day waiting period prevents any attendee from taking possession of firearms on the
2 premises of the Fairgrounds, requiring that they instead go to a *different* location at
3 least 10 days later to take possession of any firearm purchased at the gun show.

4 Before a gun show attendee would take possession of ammunition purchased on the
5 premises, the attendee would have to rely on a vendor to retrieve the ammunition
6 from stock, pass a background check conducted electronically by the California
7 Department of Justice, pay a fee, and wait for the vendor to upload the purchaser's
8 personal information and details of the specific ammunition being transferred.

9 What's more, no person other than security personnel or law enforcement may
10 possess both a firearm and ammunition for that firearm at the same time, with the
11 exception of vendors who are selling both.

12 212. But even if Defendants had a "legitimate and substantial" interest in
13 limiting a key aspect of gun show events, and thus barring Plaintiffs from freely
14 assembling at the Fairgrounds, they have imposed an unconstitutional and overly
15 broad restriction on Plaintiffs' rights to assembly by prohibiting the sale of firearms
16 and ammunition at the Fairgrounds.

17 **SIXTH CAUSE OF ACTION**

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

19 **42 U.S.C. § 1983**

20 (By All Plaintiffs Against All Defendants)

21 213. Plaintiffs incorporate by reference paragraphs 1 through 212 of this
22 Complaint as if fully set forth herein in their entirety.

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

26 215. Generally, equal protection is based upon protected classes of person
27 who are similarly situated; however, individuals who suffer irrational and intentional
28 discrimination or animus can bring claims of equal protection where the government

1 is subjecting only the Plaintiffs to differing and unique treatment compared to others
2 who are similarly situated, *Engquist*, 553 U.S. 591, even if not based on group
3 characteristics, *Village of Willowbrook*, 528 U.S. 562.

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

7 217. Although Plaintiff Crossroads operates a legal and legitimate business
8 and the Fairgrounds is suitable for the purposes of hosting a gun show at its public
9 facility, as demonstrated by over 30 years of unfringed use of the Fairgrounds, AB
10 893 prevents Plaintiffs from equally participating in the use of the publicly owned
11 venue by unconstitutionally eliminating Plaintiffs' ability to freely conduct
12 otherwise lawful business transactions and freely express their beliefs with like-
13 minded people.

14 218. Defendants' refusal to permit Plaintiffs equal access to the Fairgrounds
15 for its promotion of gun shows does not further any compelling governmental
16 interest.

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

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

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SEVENTH CAUSE OF ACTION

Intentional Interference with Prospective Economic Advantage

(By Plaintiffs Crossroads, Walsh, LAX Ammo, CRPA and SAF Against Defendants Newsom, Bonta, Ross, and District)

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

222. For more than 30 years, Plaintiff Crossroads has maintained contracts with Defendant District, under which Plaintiff Crossroads annually hosts about five gun-show events at the Fairgrounds. An economic relationship has been in effect between Plaintiff Crossroads and Defendant District to operate gun shows on the state fairground property for over 30 years.

223. In turn, Plaintiff Crossroads maintains countless economic relationships with for-profit and nonprofit vendors, including but not limited to, Plaintiffs Walsh, LAX Ammo, CRPA and SAF. These vendors pay for space at Plaintiff Crossroads’ Del Mar gun shows in order to sell merchandise (including firearms and ammunition) and organization memberships, among other things.

224. Defendants Newsom, Bonta, Ross, and District had actual knowledge of the existence of these relationships.

225. By adopting and enforcing AB 893, which bans the sale of firearms and ammunition at the Fairgrounds and effectively bans gun shows at the Fairgrounds, Defendants Newsom, Bonta, Ross, and District engaged in an intentional act designed to disrupt these economic relationships.

226. The adoption and enforcement of AB 893 by Defendants Newsom, Bonta, Ross, and District did, in fact, disrupt the known economic relationships between Plaintiff Crossroads and Defendant 2nd DAA and between Plaintiff Crossroads and its vendors, including Plaintiffs Walsh, LAX Ammo, CRPA and SAF.

227. Plaintiffs Crossroads, Walsh, LAX Ammo, CRPA and SAF have

1 suffered actual damages as a result of the conduct of Defendants Newsom, Bonta,
2 Ross, and District complained of herein.

3 228. Plaintiffs Crossroads, Walsh, LAX Ammo, CRPA and SAF notified
4 Defendants Newsom, Bonta, Ross, and District of this claim by filing a Government
5 Tort Claim pursuant to California's Tort Claims Act. Ex. 7.

6 229. Defendants Newsom, Bonta, Ross, and District neither accepted nor
7 rejected Plaintiffs' Government Tort Claim in writing within 45 days, so the claim
8 was rejected by operation of law.

9 **EIGHTH CAUSE OF ACTION**

10 **Negligent Interference with Prospective Economic Advantage**

11 (By Plaintiffs Crossroads, Walsh, LAX Ammo, CRPA and SAF Against Defendants
12 Newsom, Bonta, Ross, and District)

13 230. Plaintiffs incorporate by reference paragraphs 1 through 229 of this
14 Complaint as if fully set forth herein in their entirety.

15 231. For more than 30 years, Plaintiff Crossroads has maintained contracts
16 with Defendant District, under which Plaintiff Crossroads annually hosts about five
17 gun-show events at the Fairgrounds. An economic relationship has been in effect
18 between Plaintiff Crossroads and Defendant District to operate gun shows on the
19 state fairground property for over 30 years.

20 232. In turn, Plaintiff Crossroads maintains countless economic relationships
21 with for-profit and nonprofit vendors, including but not limited to, Plaintiffs Walsh,
22 LAX Ammo, CRPA and SAF. These vendors pay for space at Plaintiff Crossroads'
23 Del Mar gun shows in order to sell merchandise (including firearms and
24 ammunition) and organization memberships, among other things.

25 233. Defendants Newsom, Bonta, Ross, and District had actual knowledge
26 of the existence of these relationships.

27 234. Defendants Newsom, Bonta, Ross, and District knew that, by adopting
28 and enforcing AB 893, which bans the sale of firearms and ammunition at the

1 Fairgrounds and effectively bans gun shows at the Fairgrounds, these economic
2 relationships would be disrupted if they did not act with reasonable care.

3 235. Defendants Newsom, Bonta, Ross, and District knew that, by adopting
4 and enforcing AB 893, which bans the sale of firearms and ammunition at the
5 Fairgrounds and effectively bans gun shows at the Fairgrounds, in fact failed to act
6 with reasonable care.

7 236. The adoption and enforcement of AB 893 by Defendants Newsom,
8 Bonta, Ross, and District did, in fact, disrupt the known economic relationships
9 between Plaintiff Crossroads and Defendant 2nd DAA and between Plaintiff
10 Crossroads and its vendors, including Plaintiffs Walsh, LAX Ammo, CRPA and
11 SAF.

12 237. Plaintiffs Crossroads, Walsh, LAX Ammo, CRPA and SAF have
13 suffered actual damages as a result of the conduct of Defendants Newsom, Bonta,
14 Ross, and District complained of herein.

15 238. Plaintiffs Crossroads, Walsh, LAX Ammo, CRPA and SAF notified
16 Defendants Newsom, Bonta, Ross, and District of this claim by filing a Government
17 Tort Claim pursuant to California's Tort Claims Act. Ex. 7.

18 239. Defendants Newsom, Bonta, Ross, and District neither accepted nor
19 rejected Plaintiffs' Government Tort Claim in writing within 45 days, so the claim
20 was rejected by operation of law.

21 **NINTH CAUSE OF ACTION**

22 **Intentional Interference with Contract**

23 (By Plaintiff Crossroads Against Defendants Newsom, Bonta, Ross, and District)

24 240. Plaintiffs incorporate by reference paragraphs 1 through 239 of this
25 Complaint as if fully set forth herein in their entirety.

26 241. For more than 30 years, Plaintiff Crossroads has maintained contracts
27 with Defendant District, under which Plaintiff Crossroads annually hosts about five
28 gun-show events at the Fairgrounds. Thus, an economic relationship has been in

1 effect between Plaintiff Crossroads and the District to operate gun shows on state
2 fairground property for over 30 years.

3 242. For decades, Defendant District has given Plaintiff Crossroads an
4 effective right of first refusal to secure event dates for the coming year as a returning
5 contractor at the Fairgrounds under the District’s longstanding “hold” system.

6 243. Defendants Newsom, Bonta, Ross, and District had actual knowledge
7 of the existence of these relationships.

8 244. By adopting and enforcing AB 893, which bans the sale of firearms and
9 ammunition at the Fairgrounds and effectively bans gun shows at the Fairgrounds,
10 Defendants Newsom, Bonta, Ross, and District engaged in an intentional act
11 designed to disrupt these economic relationships.

12 245. The adoption and enforcement of AB 893 by Defendants Newsom,
13 Bonta, Ross, and District did, in fact, disrupt the known economic relationships
14 between Plaintiff Crossroads and Defendant 2nd DAA and between Plaintiff
15 Crossroads and its vendors, including Plaintiffs Walsh, LAX Ammo, CRPA and
16 SAF.

17 246. Plaintiffs Crossroads has suffered actual damages as a result of the
18 conduct of Defendants Newsom, Bonta, Ross, and District complained of herein.

19 247. Plaintiff Crossroads notified Defendants Newsom, Bonta, Ross, and
20 District of this claim by filing a Government Tort Claim pursuant to California’s
21 Tort Claims Act. Ex. 7,

22 248. Defendants Newsom, Bonta, Ross, and District neither accepted nor
23 rejected Plaintiffs’ Government Tort Claim in writing within 45 days, so the claim
24 was rejected by operation of law.

25 **PRAYER FOR RELIEF**

26 WHEREFORE, Plaintiffs pray for:

27 1. A declaration that AB 893, codified at California Food & Agricultural
28 Code section 4158, violates the free speech rights of Plaintiffs CRPA, South Bay,

1 SAF, and Individual Plaintiffs Bardack, Diaz, Dupree, Irick, Solis, and Walsh under
2 the First Amendment to the United States Constitution;

3 2. A declaration that AB 893 violates the free speech rights of Plaintiff
4 Crossroads under the First Amendment to the United States Constitution;

5 3. A declaration that AB 893, codified at California Food & Agricultural
6 Code section 4158, violates the free speech rights of Plaintiffs Solis, Walsh, Captain
7 Jon's, and LAX Ammo under the First Amendment to the United States
8 Constitution;

9 4. A declaration that AB 893, codified at California Food & Agricultural
10 Code section 4158, violates the free speech rights of all Plaintiffs under the First
11 Amendment to the United States Constitution because it imposes a prior restraint on
12 their speech;

13 5. A declaration that AB 893, codified at California Food & Agricultural
14 Code section 4158, violates the rights of assembly and association of all Plaintiffs
15 under the First Amendment to the United States Constitution;

16 6. A declaration that AB 893, codified at California Food & Agricultural
17 Code section 4158, violates the rights of all Plaintiffs to equal protection under the
18 law per the Fourteenth Amendment to the United States Constitution;

19 7. An preliminary and permanent injunction prohibiting all Defendants or
20 any of their agents from enforcing AB 893, codified at California Food &
21 Agricultural Code section 4158;

22 8. An order for damages, including nominal damages, according to proof;

23 9. An award of costs and expenses, including attorney's fees, pursuant to
24 42 U.S.C. § 1988 or other appropriate state or federal law; and

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1 10. Any such other relief the Court deems just and equitable.

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Dated October 4, 2021

MICHEL ASSOCIATES P.C.

s/ Anna M. Barvir

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Inc.

Dated October 4, 2021

LA OFFICES OF DON KILMER

s/ Don Kilmer

Don Kilmer
Counsel for Plaintiff Second Amendment
Foundation