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**UNITED STATES DISTRICT COURT**  
**CENTRAL DISTRICT OF CALIFORNIA**

NATIONAL RIFLE ASSOCIATION  
OF AMERICA; JOHN DOE,

Plaintiffs,

vs.

CITY OF LOS ANGELES, ERIC  
GARCETTI, in his official capacity as  
Mayor of City of Los Angeles;  
HOLLY L. WOLCOTT, in her official  
capacity as City Clerk of City of Los  
Angeles; and DOES 1-10,

Defendants.

Case No:

**COMPLAINT FOR  
DECLARATORY & INJUNCTIVE  
RELIEF:**

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

**(2) VIOLATION OF 42 U.S.C. § 1983  
[COMPELLED SPEECH];**

**(3) VIOLATION OF 42 U.S.C. § 1983  
[FREEDOM OF ASSOCIATION];**

**(4) VIOLATION OF 42 U.S.C. § 1983  
[FIRST AMENDMENT  
RETALIATION]**

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

## **JURISDICTION AND VENUE**

1  
2       1.       This action arises under 42 U.S.C. § 1983 to redress the deprivation of  
3 rights secured by the United States Constitution. This Court has original jurisdiction  
4 over these federal claims under 28 U.S.C. § 1331 because the matters in controversy  
5 arise under the Constitution and laws of the United States, thus raising federal  
6 questions. The Court also has jurisdiction under 28 U.S.C. § 1343 because this action  
7 is brought to redress the deprivation, under color of state law, of federally secured  
8 rights, privileges, and immunities. The Court has authority to render declaratory  
9 judgments and to issue permanent injunctive relief under 28 U.S.C. §§ 2201 and  
10 2202.

11       2.       Venue is proper in this Court under 28 U.S.C. § 1391(b) because the  
12 City of Los Angeles is located within the Central District of California, and all  
13 incidents, events, and occurrences giving rise to this action occurred in Los Angeles  
14 County, California.

## **PARTIES**

### **I.     PLAINTIFF**

16  
17       3.       Plaintiff NATIONAL RIFLE ASSOCIATION OF AMERICA (“NRA”)  
18 is a national membership organization, incorporated under the laws of the state of  
19 New York, and designated as a 501(c)4 non-profit corporation by the Internal  
20 Revenue Service. NRA was founded in 1871 on the principle that individual rights  
21 are best safeguarded by the guarantee of the Second Amendment. NRA a rich history  
22 of providing instruction on firearm safety, as well as engaging in civil rights  
23 advocacy that benefits millions across the country. Every year, NRA provides  
24 firearm safety trainings, competitive shooting events, hunting programs, youth and  
25 women’s programs, and informative membership updates. NRA trains tens of  
26 thousands of certified gun safety trainers in all types of disciplines and works with  
27 many law enforcement organizations across the country. NRA is a voice for those  
28 that choose to lawfully own and possess a firearm and diligently works to protect that

1 right. And, on behalf of its millions of members and supporters, NRA advocates for  
2 the preservation of the right to keep and bear arms by supporting or opposing  
3 legislation with the potential to impact its members' civil rights.

4 4. NRA's members are comprised of individuals and businesses, including  
5 Plaintiff Doe, that presently have or seek to obtain contracts with the City of Los  
6 Angeles to provide goods or services. Under Ordinance No. 186000, the local  
7 ordinance challenged in this lawsuit, these members are required to disclose any  
8 sponsorship of or contract with Plaintiff NRA. NRA brings this suit on behalf of its  
9 members.

10 5. NRA also brings this suit on its own behalf—as the entity targeted by  
11 Ordinance No. 186000 and by Defendants who view NRA with disdain. Should  
12 Defendants succeed in cutting off revenue streams necessary for NRA to continue  
13 engaging in protected speech and association, NRA will have been drained of its  
14 financial resources and been harmed in its ability to fulfill its mission to protect and  
15 preserve the right to keep and bear arms.

16 6. Plaintiff JOHN DOE operates a business with multiple contracts with the  
17 City of Los Angeles. He also seeks to continue bidding for and obtaining such  
18 contracts in the future. Doe is a member and supporter of the NRA and its mission to  
19 protect against infringement of Second Amendment rights. Doe supports advocacy  
20 efforts against gun control through his business and efforts to promote membership  
21 within the NRA.

22 7. Many NRA supporters, who are or seek to be contractors with the City  
23 of Los Angeles, are afraid to come forward to participate in this action for fear of  
24 retribution from the City. Indeed, Plaintiff Doe participates in this action as a Doe  
25 participant because he reasonably fears retribution from the City and the potential  
26 loss of lucrative contracts should Doe's identity be known.

27 **II. DEFENDANTS**

28 8. Defendant CITY OF LOS ANGELES is a municipal corporation within

1 the state of California that enacted and enforces Ordinance No. 186000 (Los Angeles  
2 Administrative Code art. 26, ch 1, div. 10). The City has a population of over four  
3 million people and is one of the largest metropolitan areas in the country.

4 9. Defendant ERIC GARCETTI is the Mayor of the City of Los Angeles.  
5 He was first elected mayor in 2013 and was re-elected to a second term in 2017.  
6 Defendant Garcetti signed Ordinance No. 186000 into law and is responsible for  
7 ensuring its enforcement. He is sued in his official capacity.

8 10. Defendant HOLLY L. WOLCOTT is the City Clerk and responsible for  
9 the posting of all ordinances and the keeper of all recorded action on behalf of the  
10 City. She is sued in her official capacity.<sup>1</sup>

11 11. The true names or capacities, whether individual, corporate, associate or  
12 otherwise of the Defendants named herein as Does 1-10, are presently unknown to  
13 Plaintiffs, who therefore sue said Defendants by such fictitious names. Plaintiffs pray  
14 for leave to amend this Complaint to show the true names or capacities of these  
15 Defendants s if and when the same have been determined.

## 16 GENERAL ALLEGATIONS

### 17 I. THE FIRST AMENDMENT RIGHTS OF FREE SPEECH AND ASSOCIATION

18 12. The First Amendment of the United States Constitution provides that  
19 “Congress shall make no law . . . abridging the freedom of speech.” U.S. Const.,  
20 amend. I. The Freedom of Speech Clause is incorporated and made applicable to the  
21 states and their political subdivisions by the Fourteenth Amendment to the United  
22 States Constitution.

23 13. The First Amendment does not tolerate the suppression of speech based  
24 on what some may label an unpopular viewpoint of the speaker. *John J. Hurley and*  
25 *S. Boston Allied War Vets. Council v. Irish-Am. Gay, Lesbian & Bisexual Group of*  
26 *Boston*, 515 U.S. 557 (1995). (“While the law is free to promote all sorts of conduct  
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28 <sup>1</sup> Unless otherwise noted, Defendants the City of Los Angeles, Eric Garcetti,  
and Holly L. Wolcott are referred to hereafter as “the City.”

1 in place of harmful behavior, it is not free to interfere with speech for no better reason  
2 than promoting an approved message or discouraging a disfavored one, however  
3 enlightened either purpose may strike the government.”)

4 14. As the Supreme Court recognized in *West Virginia State Board of*  
5 *Education v. Barnette*, 319 U.S. 624, 642 (1943), “no official, high or petty, can  
6 prescribe what shall be orthodox in politics, nationalism, religion, or other matters of  
7 opinion or force citizens to confess by word or act their faith therein.” Indeed, the  
8 right to hold one’s personal “beliefs and to associate with others of [like-minded]  
9 political persuasion” lies at the heart of the First Amendment. *Elrod v. Burns*, 427  
10 U.S. 347, 356 (1976).

11 15. Thus, when the government makes inquiries about citizens’ beliefs or  
12 associations, those inquiries are limited by the First Amendment. *Baird v. State Bar*  
13 *of Ariz.*, 401 U.S. 1, 6-7 (1971) (holding that “a heavy burden lies upon [the  
14 government] to show that the inquiry is necessary to protect a legitimate state  
15 interest”). But no matter what, the government “may not inquire about a man’s views  
16 or associations solely for the purpose of withholding a right or benefit because of  
17 what he believes.” *Id.* at 7.

18 16. The same principle applies to conditions on government contracts. *See*,  
19 *e.g.*, *Agency for Int’l Dev. v. All. for Open Soc’y Int’l, Inc.*, 570 U.S. 205, 217 (2013)  
20 (holding that the government cannot require organizations to adopt a policy opposing  
21 prostitution as a condition of receiving government funds). Indeed, any attempt to  
22 penalize a government employee or contractor for their beliefs or associations  
23 violates the First Amendment, unless the nature of the goods or services provided  
24 “requires political allegiance.” *Jantzen v. Hawkins*, 188 F.3d 1247, 1251 (10th Cir.  
25 1999) (applying this test to employees); *see also O’Hare Truck Serv., Inc. v. City of*  
26 *Northlake*, 518 U.S. 712, 726 (1996) (applying same test to government contractors).

27 17. The First Amendment also protects against government compulsion of  
28 speech, for the right to speak and the right to refrain from speaking “are

1 complementary components of the broader concept of individual freedom of mind.”  
2 *Wooley v. Maynard*, 430 U.S. 705, 714 (1977).

3 18. Government compelled speech is presumptively unconstitutional when  
4 it burdens speech by demanding that speakers disclose that which they might be  
5 reluctant to disclose, thus deterring them from engaging in speech. *McIntyre v. Ohio*  
6 *Elecs. Comm’n*, 514 U.S. 334, 341-42 (1995). Indeed, “the First Amendment requires  
7 that the State not dictate the content of speech absent necessity, and then, only by  
8 means precisely tailored.” *Tex. State Troopers Ass’n v. Morales*, 10 F. Supp. 2d 628  
9 (N.D. Tex. 1998).

10 19. The First Amendment also protects the right to freely associate with  
11 others to advance one’s beliefs without fear of government reprisal. *NAACP v. State*  
12 *of Alabama ex rel. Patterson*, 357 U.S. 449 (1958); *see also Nat’l Rifle Ass’n of Am.,*  
13 *Inc. v. City of S. Miami*, 774 So. 2d 815 (Fla. Dist. Ct. App. 2000). Indeed, the  
14 Supreme Court has recognized that “[e]ffective advocacy of both public and private  
15 points of view, particularly controversial ones, is undeniably enhanced by group  
16 association.” *Id.* at 462.

17 20. No matter the beliefs advanced, be they “political, economic, religious or  
18 cultural,” “state action which may have the effect of curtailing the freedom to  
19 associate is subject to the closest scrutiny.” *Id.* at 460-61. Thus, to require disclosure  
20 of an association’s membership lists, the government must have a compelling  
21 justification for such an infringement on the right of free association. *Id.*

22 21. The First Amendment prohibits government retaliation for exercising  
23 one’s right to engage in protected speech or association. “To bring a First  
24 Amendment retaliation claim, the plaintiff must allege that (1) it engaged in  
25 constitutionally protected activity; (2) the defendant’s actions would “chill a person  
26 of ordinary firmness” from continuing to engage in the protected activity; and (3) the  
27 protected activity was a substantial motivating factor in the defendant’s conduct—  
28 i.e., that there was a nexus between the defendant’s actions and an intent to chill

1 speech.” *Ariz. Students’ Ass’n v. Ariz. Bd. of Regents*, 824 F.3d 858 (9th Cir. 2016).

2 22. To prevail on a First Amendment Retaliation claim, “a plaintiff need  
3 only show that the defendant “intended to interfere” with the plaintiff’s First  
4 Amendment rights and that it suffered some injury as a result; the plaintiff is not  
5 required to demonstrate that its speech was actually suppressed or inhibited.”  
6 *Mendocino Envtl. Ctr. v. Mendocino County*, 192 F.3d 1283, 1300 (1999).

## 7 **II. THE FOURTEENTH AMENDMENT RIGHT TO EQUAL PROTECTION**

8 23. The Fourteenth Amendment to the United States Constitution provides  
9 that no state shall deny to any person within its jurisdiction the equal protection of the  
10 laws. U.S. Const. amend. XIV.

11 24. Generally, equal protection is based on protected classes of persons who  
12 are similarly situated; however, individuals who suffer irrational and intentional  
13 discrimination or animus can bring claims of equal protection where the government  
14 is subjecting only the plaintiff to differing and unique treatment compared to others  
15 who are similarly situated, *Engquist v. Ore. Dep’t of Agric.*, 553 U.S. 591 (2008),  
16 even if not based upon group characteristics, *Village of Willowbrook v. Olech*, 528  
17 U.S. 562 (2000).

18 25. Further, disparate treatment under the law, when one is engaged in  
19 activities that are fundamental rights, is actionable under the Equal Protection Clause,  
20 *Police Dep’t of Chic. v. Mosley*, 408 U.S. 92 (1972); *Carey v. Brown*, 447 U.S. 455  
21 (1980).

22 26. “Because the right to engage in political expression is fundamental to  
23 our constitutional system, statutory classifications impinging upon that right must be  
24 narrowly tailored to serve a compelling governmental interest.” *Austin v. Mich.*  
25 *Chamber of Commerce*, 494 U.S. 652, 666 (1990), *rev’d on other grounds*, *Citizens*  
26 *United v. Fed. Elec. Comm’n*, \_\_ U.S. \_\_, 130 S. Ct. 876 (2010).

## 27 **III. FACTUAL ALLEGATIONS**

28 27. NRA, like many membership organizations, provides incentives to its



1 members through corporate partners. It has a diverse pool of sponsors, ranging from  
2 large, national corporations that offer affinity discount programs to smaller, local  
3 retailers and firearm trainers who donate their employees' time to build the NRA's  
4 membership base and share information about NRA's programs and advocacy work.

5 28. NRA raises funds from its individual members and community partners  
6 to keep its programs viable and to continue speaking out on issues concerning its  
7 constituents. It relies on membership dues and donations to compete with well-funded  
8 groups that advocate opposing messages.

9 29. The state of California has one of the most rigorous regulatory schemes  
10 for gun policy and the commerce of firearms of any state in the nation. Many of  
11 California's larger cities nonetheless compete to be "leaders" in gun control, passing  
12 ever-expanding restrictions on the lawful acquisition, ownership, and possession of  
13 firearms and ammunition. Los Angeles is among these cities. Indeed, it is frequently  
14 the target of gun control groups whose goal is to limit the rights of gun owners. And  
15 City officials regularly oblige, championing a broad gun-control agenda and  
16 supporting the work of anti-gun groups.

17 30. Many NRA supporters and members disagree with the sweeping gun-  
18 control policies the City seeks to implement. NRA thus stands in the gap for its  
19 members and supporters who see no other group with comparable ability to promote  
20 their pro-Second Amendment beliefs, including belief in the right to self-defense.

21 31. Intending to silence NRA's voice, as well as the voices of all those who  
22 dare oppose the City's broad gun-control agenda, the City adopted Ordinance No.  
23 186000 ("the Ordinance"), requiring all current and prospective City contractors to  
24 disclose any "sponsorship" of or "contract" with NRA.

25 32. Through the Ordinance, the City hopes to pressure NRA supporters and  
26 members to end their relationships with NRA, reducing NRA's funding and support.  
27 Indeed, the City's goal is to diminish NRA's political contributions, its membership  
28 numbers, and ultimately its pro-Second Amendment speech.



1           33. Some City councilmembers have claimed that the Ordinance is not  
 2 meant to deny anyone a contract with the City, but to expose those that support NRA  
 3 because residents “deserve to know.”<sup>2</sup> Even if that were a legitimate goal, it is clearly  
 4 not the Ordinance’s true intent. As one councilmember put it, the City “should have  
 5 the ability to make decisions about whether we want to do business with companies  
 6 that feel that they can profit from what the NRA is doing throughout our country.”  
 7 Krekorian Remarks, *supra*, at 1:37:33.

8           34. City councilmembers have made disparaging, false, and hyperbolic  
 9 statements about NRA and its supporters, suggesting that the organization is doing  
 10 something unlawful or immoral. Indeed, Councilmember Mitchell O’Farrell, the  
 11 Ordinance’s sponsor, has repeatedly called on the City to “rid itself” of those  
 12 associated with NRA and labelled the NRA an “extremist” and “white supreme [sic]  
 13 peddling” group. Los Angeles City Council, Budget & Finance Committee, Motion  
 14 (Mar. 28, 2018), *available at* [http://clkrep.lacity.org/onlinedocs/2018/18-](http://clkrep.lacity.org/onlinedocs/2018/18-0262_mot_03-28-2018.pdf)  
 15 [0262\\_mot\\_03-28-2018.pdf](http://clkrep.lacity.org/onlinedocs/2018/18-0262_mot_03-28-2018.pdf) (a true and correct copy is attached hereto as Exhibit 2);  
 16 O’Farrell Remarks, *supra*, at 1:33:39—1:35:24.

17           35. The City has a history of pressuring businesses that seek to do business  
 18 with the City to end relationships with NRA. For example, Councilmember O’Farrell  
 19 and the City held up a contract with FedEx because of its ties to NRA. When FedEx  
 20 announced that it had ended its affinity program for NRA members, O’Farrell took a  
 21 victory lap, announcing that he had “told @FedEx executives earlier this year, ‘there  
 22 is no high road in doing business with the @NRA.’” He thanked FedEx for “realizing

23           <sup>2</sup> Los Angeles City Council, Budget & Finance Committee, Motion (Sept. 21,  
 24 2018), *available at* [http://clkrep.lacity.org/onlinedocs/2018/18-0896\\_mot\\_09-21-](http://clkrep.lacity.org/onlinedocs/2018/18-0896_mot_09-21-2018.pdf)  
 25 [2018.pdf](http://clkrep.lacity.org/onlinedocs/2018/18-0896_mot_09-21-2018.pdf) (a true and correct copy is attached hereto as Exhibit 1); *see also*  
 26 Councilmember Mitchell O’Farrell, Remarks at Meeting of Los Angeles City Council  
 27 at 1:34:22 (Feb. 12, 2019), *available at* [http://lacity.granicus.com/MediaPlayer.](http://lacity.granicus.com/MediaPlayer.php?view_id=129&clip_id=18753)  
 28 [php?view\\_id=129&clip\\_id=18753](http://lacity.granicus.com/MediaPlayer.php?view_id=129&clip_id=18753) (hereafter referred to as “O’Farrell Remarks”);  
 Councilmember Paul Krekorian, Remarks at Meeting of Los Angeles City Council at  
 1:37:30 (Feb. 12, 2019), *available at* [http://lacity.granicus.com/MediaPlayer.](http://lacity.granicus.com/MediaPlayer.php?view_id=129&clip_id=18753)  
[php?view\\_id=129&clip\\_id=18753](http://lacity.granicus.com/MediaPlayer.php?view_id=129&clip_id=18753) (hereafter referred to as “Krekorian Remarks”);  
*see also* Mayor Eric Garcetti, Official Twitter Account (@MayorOfLA), *available at*  
<https://twitter.com/MayorOfLA?lang=en&lang=en>

1 their role in promoting violence & terror on American soil.” Councilmember Mitch  
2 O’Farrell, Official Twitter Account (@MitchOFarrell) (tweet from October 31,  
3 2018), *available at* <https://twitter.com/MitchOFarrell?lang=en> (a true and correct  
4 copy of relevant excerpts is attached hereto as Exhibit 3).

5 36. In March 2018, Councilmember O’Farrell introduced before the Budget  
6 & Finance Committee, a particularly egregious motion (“the March Motion”)  
7 expressing the urgent need to take action against the NRA and its supporters. Ex. 3

8 37. The March Motion targeted City contractors who also support and have  
9 a relationship with NRA, declaring that the “City should rid itself of its relationships  
10 with any organization that supports the NRA.” Ex. 3. The March Memo went on to  
11 suggest the action was necessary because of the “opposing stances of the NRA and  
12 the City.” Ex. 3.

13 38. The March Motion called for city staff to draft a report listing all  
14 organizations with formal ties to NRA. Ex. 3. It also asked the Chief Legislative  
15 Analyst to “report back with options for the City to immediately boycott those  
16 businesses and organizations until their formal relationship with the NRA ceases to  
17 exist.” Ex. 3.

18 39. On or about September 21, 2018, Councilmember O’Farrell, through a  
19 Motion to the Budget & Finance Committee, once again moved to force companies  
20 doing business with the City to disclose any formal relationships with NRA. The  
21 motion would direct “the City Attorney, with the assistance of the Bureau of Contract  
22 Administration, to prepare and present an ordinance directing any prospective  
23 contractor with the City of Los Angeles to disclose, under affidavit: (1) any contracts  
24 it or any of its subsidiaries has with the National Rifle Association; and (2) any  
25 sponsorship it or any of its subsidiaries provides to the National Rifle Association.”  
26 Ex. 1.

27 40. The motion spoke of the perceived advantage the NRA has in promoting  
28 its beliefs because of the financial support of businesses, members, and donors. Ex. 1.

1 The motion did not address any public safety issues or concerns about the ability of  
2 the contractors to complete the contracts. Ex. 1.

3 41. At its regular meeting, held October 1, 2018, the Budget & Finance  
4 Committee considered O'Farrell's motion and opened the floor to public comment.  
5 The committee adopted the motion and recommended City action. Attached hereto as  
6 Exhibit 4 is a true and correct copy of the Report from Budget & Finance Committee  
7 re: File No. 18-0896.

8 42. On or about October 10, 2018, the full City Council considered the  
9 Budget & Finance Committee's report and motion. The City Council voted to adopt  
10 the report and instructed the Los Angeles City Attorney to draft an ordinance that  
11 would require all City contractors to disclose any formal ties to NRA. Attached  
12 hereto as Exhibit 5 is a true and correct copy of the October 10, 2018 Official Action  
13 of the Los Angeles City Council.

14 43. On January 18, 2019, the Los Angeles City Attorney presented draft  
15 Ordinance No. 186000 to the City Council. Attached hereto as Exhibit 6 is a true and  
16 correct copy of the January 18, 2018 letter from Chief Assistant City Attorney David  
17 Michaelson with the draft ordinance attached.

18 44. On or about February 4, 2019, the Budget & Finance Committee  
19 considered the City Attorney's letter and draft ordinance "relative to amending the  
20 [Los Angeles Administrative Code] to require City contractors and potential City  
21 contractors to disclose all contracts with or sponsorship of the NRA." The committee  
22 approved the City Attorney's recommendation and forwarded the matter to the City  
23 Council. Attached hereto as Exhibit 7 is a true and correct copy of the February 4,  
24 2019 Budget & Finance Committee Report.

25 45. On or about February 12, 2019, the City Attorney presented the City  
26 Council with a slightly revised draft ordinance (correcting a misspelling of  
27 Pittsburgh). As drafted, the Ordinance would require all prospective City contractors  
28 to disclose in an affidavit any "sponsorship" of or contract with NRA. The Ordinance

1 would also require City contractors to update their disclosures whenever they enter  
2 into a formal relationship with NRA.

3 46. The Ordinance passed unanimously on February 12, 2019. Attached  
4 hereto as Exhibit 8 is a true and correct copy of the February 13, 2019 Official Action  
5 of the Los Angeles City Council.

6 47. The City passed the Ordinance with little discussion. Though  
7 Councilmember O’Farrell took the time to declare his hatred for NRA and its efforts  
8 to oppose a broad gun-control agenda. During the council meeting, for instance,  
9 O’Farrell called the NRA an “extremist, white supreme-peddling” group that  
10 “peddle[s] in . . . violence and extremism.” O’Farrell Remarks, *supra*, at 1:32:39—  
11 1:34:38.

12 48. Los Angeles City Mayor Eric Garcetti signed the Ordinance into law on  
13 February 18, 2019. Ex. 8.

14 49. The Ordinance took effect on April 1, 2019. Attached hereto as Exhibit 9  
15 is Ordinance No. 186000 as adopted by the Los Angeles City Council on February  
16 12, 2019.

17 50. The Ordinance itself explicitly calls out NRA’s advocacy efforts on  
18 behalf of its members as an impediment to the City’s anti-Second Amendment  
19 agenda. Ex. 9.

20 51. The Ordinance claims that “the benefits and discounts the NRA arranges  
21 for its membership entices new members to join and existing members to renew their  
22 NRA membership,” generating millions of dollars in revenue for the “NRA agenda of  
23 opposing legislative efforts throughout the country.” Ex. 9.

24 52. The Ordinance also claims that “the NRA leadership, with the financial  
25 support of its dues paying members, continues to lobby against gun safety  
26 regulations.” Ex. 9.

27 53. The City generally adheres to specific criteria for awarding projects to  
28 contractors. These include the lowest and best bid, responsiveness to deadlines, and

1 ability to meet defining, project-specific qualifications. The City further looks at a  
2 prospective contractor's experience, qualifications, record of performance, financial  
3 capabilities, understanding of the scope of work, and best overall value. None of  
4 these criteria are related to a contractor's political beliefs or associations.

5 54. The Ordinance has nothing to do with awarding contracts to the best  
6 candidates, fiduciary stewardship of public resources, or providing equal and open  
7 opportunities. Instead, it is about discriminating against a lawful organization and its  
8 members and supporters because the City does not approve of their political speech.

9 55. The City's political pressure mirrors that of anti-NRA and anti-gun  
10 activists who demand that companies stop their support of NRA. The difference is  
11 that those are private people and organizations, and this is one of the largest cities in  
12 the country using its power to bully lawful businesses and individual members based  
13 on their political viewpoint.

14 56. Plaintiffs and others similarly situated are currently being harmed by the  
15 City's unconstitutional conduct. Their rights of free speech and association are being  
16 chilled, as the Ordinance forces them to choose between their political beliefs and  
17 placating the City to secure work with the City.

18 57. Defendants' conduct further attempts to compel speech of Plaintiffs and  
19 any potential contractors that support the NRA by mandating a written disclosure of  
20 their political affiliations with the intent to use that information against them.

21 58. Defendants' actions seek to single out individuals and a particular group  
22 with disfavored speech and treat them differently from those contractors who are  
23 similarly situated, but which have political views the City finds palatable.

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**FIRST CAUSE OF ACTION**

**Violation of Right to Freedom of Association Under U.S. Const., amend. I**

**42 U.S.C. § 1983**

(By All Plaintiffs Against All Defendants)

59. Plaintiff incorporates by reference paragraphs 1 through 58 of this Complaint as though fully set forth herein in their entirety.

60. By requiring Plaintiffs to disclose any sponsorship of or contract with Plaintiff NRA as a precondition for being awarded a City contract for goods or service, the Ordinance violates Plaintiffs' right to association under the First Amendment, as incorporated through the Fourteenth Amendment.

61. The Ordinance violates Plaintiffs' freedom of association by forcing them to publicly disclose affiliations that are disfavored by some, and which have no relation to the ability of a contractor to perform requested services or provide requested goods under a City contract.

62. The Ordinance, on its face and as applied or threatened to be applied, does not serve a compelling, significant, or legitimate governmental interest.

63. Even if the Ordinance served some sufficient government interest, it is neither narrowly tailored nor the least restrictive means to serve that purpose.

64. Defendants adopted and have enforced the unconstitutional Ordinance challenged here while acting under color of state law.

65. As a direct and proximate result of Defendants' actions, Plaintiffs have suffered and continue to suffer irreparable injury for which there is not adequate remedy at law. Absent intervention by this Court, through declaratory and injunctive relief, Plaintiffs will continue to suffer this irreparable harm.

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**SECOND CAUSE OF ACTION**

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

**42 U.S.C. § 1983**

(By All Plaintiffs Against All Defendants)

66. Plaintiffs incorporate by reference paragraphs 1 through 65 of this Complaint as if fully set forth herein in their entirety.

67. Plaintiff NRA, on behalf of its millions of members and supporters, advocates for the preservation of the right to keep and bear arms by supporting or opposing legislation with the potential to impact its members' civil rights. Plaintiff NRA thus engages in political speech and expression protected by the First Amendment.

68. Plaintiff Doe, through his association with and support of Plaintiff NRA, also engages in protected political speech and expressive conduct related to the preservation of the right to keep and bear arms.

69. Among Plaintiff NRA's members are individuals and businesses, including Plaintiff Doe, that presently have or seek to obtain contracts with the City of Los Angeles to provide goods or services. Under the Ordinance, these members are required to disclose any sponsorship of or contract with Plaintiff NRA.

70. On its face, the Ordinance makes clear that its intention is to harm Plaintiff NRA by diminishing access to funding from members, sponsors, and supporters that fuels Plaintiff NRA's political agenda.

71. The legislative history of the Ordinance is clear that the City intends to boycott businesses that sponsor or contract with Plaintiff NRA.

72. Defendants, through social media, committee reports, and on-the-record comments, have disparaged Plaintiff NRA and its supporters and have expressed their disdain for the organization simply because they disagree with Plaintiffs' pro-Second Amendment viewpoint.

73. The Ordinance is an unconstitutional abridgment on its face, and as



1 applied or threatened to be applied, of Plaintiffs' affirmative rights to freedom of  
2 speech under the First Amendment, as incorporated through the Fourteenth  
3 Amendment.

4 74. The Ordinance, on its face and as applied or threatened to be applied,  
5 imposes an unconstitutional ideological litmus test for independent contractors,  
6 requiring that they disclose information about their political beliefs and associations.

7 75. The Ordinance, on its face and as applied or threatened to be applied, is  
8 a content-based and viewpoint-based restriction on speech.

9 76. The Ordinance, on its face and as applied or threatened to be applied,  
10 does not serve a compelling, significant, or legitimate governmental interest.

11 77. Even if the Ordinance served some sufficient government interest, it is  
12 neither narrowly tailored nor the least restrictive means to serve that purpose.

13 78. The Ordinance, on its face and as applied or threatened to be applied, is  
14 an overbroad restriction on expressive activity.

15 79. The Ordinance, on its face and as applied or threatened to be applied, is  
16 unconstitutional because it seeks disclosure of Plaintiffs' political beliefs and  
17 associations solely for the purpose of withholding government contracts.

18 80. Defendants have not only the authority to order investigations of  
19 businesses, but also to reject contracts with businesses, like Plaintiff Doe, that have  
20 ties to Plaintiff NRA. This constitutes a true threat of retaliation against Plaintiffs for  
21 exercising their First Amendment right to free speech.

22 81. The Ordinance does, in fact, chill the speech of current and prospective  
23 City contractors with ties to Plaintiff NRA. In fact, several contractors with ties to  
24 Plaintiff NRA refused to be named or to participate in this lawsuit, fearing that the  
25 City will retaliate against them and revoke or reject City contracts based on their  
26 relationship to NRA.

27 82. Defendants adopted and have enforced the unconstitutional Ordinance  
28 challenged here while acting under color of state law.

1       83. As a direct and proximate result of Defendants' actions, Plaintiffs have  
2 suffered and continue to suffer irreparable injury for which there is not adequate  
3 remedy at law. Absent intervention by this Court, through declaratory and injunctive  
4 relief, Plaintiffs will continue to suffer this irreparable harm.

5                                   **THIRD CAUSE OF ACTION**

6                   **Government Compelled Speech Under U.S. Const., amend. I**

7                                   **42 U.S.C. § 1983**

8                                   (b) (By All Plaintiffs Against All Defendants)

9       84. Plaintiff incorporates by reference paragraphs 1 through 83 of this  
10 Complaint as though fully set forth herein in their entirety.

11       85. By requiring Plaintiffs to disclose any sponsorship of or contract with  
12 Plaintiff NRA as a precondition for being awarded a City contract for goods or  
13 service, the Ordinance violates Plaintiffs' right to free speech under the First  
14 Amendment, as incorporated through the Fourteenth Amendment.

15       86. The Ordinance compels Plaintiffs to engage in speech they wish not to  
16 engage in. Specifically, the Ordinance compels the disclosure of their affiliation with  
17 Plaintiff NRA, an organization that engages in speech and other expressive activity  
18 relating to controversial political and social issues.

19       87. The Ordinance compels this speech of Plaintiffs even though the  
20 required disclosure has no connection to the goods to provided or the services to be  
21 rendered under the City's contracts.

22       88. Defendants intend, through compelled disclosure of Plaintiffs' political  
23 affiliation with NRA, to place undue social pressure on Plaintiffs and to diminish  
24 open discussion regarding the Second Amendment.

25       89. The Ordinance, on its face and as applied or threatened to be applied,  
26 does not serve a compelling, significant, or legitimate governmental interest.

27       90. Even if the Ordinance served some sufficient government interest, it is  
28 neither narrowly tailored nor the least restrictive means to serve that purpose.



1 disdain for the organization simply because they disagree with Plaintiffs' pro-Second  
2 Amendment viewpoint.

3 99. There is a clear nexus between the Ordinance and Defendants' intent to  
4 chill Plaintiffs' speech.

5 100. Defendants adopted and have enforced the unconstitutional Ordinance  
6 challenged here while acting under color of state law.

7 101. As a direct and proximate result of Defendants' actions, Plaintiffs have  
8 suffered and continue to suffer irreparable injury for which there is not adequate  
9 remedy at law. Absent intervention by this Court, through declaratory and injunctive  
10 relief, Plaintiffs will continue to suffer this irreparable harm.

11 **FIFTH CAUSE OF ACTION**

12 **Violation of Equal Protection Under U.S. Const., amend. XIV**

13 **42 U.S.C. § 1983**

14 (By All Plaintiffs Against All Defendants)

15 102. Plaintiff incorporates by reference paragraphs 1 through 101 of this  
16 Complaint as though fully set forth herein in their entirety.

17 103. Although Plaintiff operates a legal advocacy and political organization,  
18 just like the other groups that operate within the City of Los Angeles, Defendants are  
19 treating Plaintiffs unequally by requiring them to disclose political affiliations that  
20 have nothing to do with their ability to complete a given contract.

21 104. Defendants' requirement that political contractors disclose this affiliation  
22 or risk not being eligible for City contracts does not further any compelling  
23 government interest. Defendants' claim that "residents and stakeholders deserve to  
24 know" is not a compelling government interest.

25 105. The Ordinance's mandate that contractors affiliated with Plaintiff NRA  
26 follow a separate set of disclosure rules than other contractors who are competing for  
27 the same contracts is a violation of Plaintiffs' right to equal protection under the law  
28 because it is based on a "bare desire to harm a politically unpopular group." *U.S.*

1 *Dep't of Agric. v. Moreno*, 413 U.S. 528, 534 (1973).

2 106. Plaintiffs are being singled out for their political beliefs and speech.  
3 Indeed, other contractors not affiliated with Plaintiff NRA are not required to disclose  
4 their political beliefs or affiliations as part of the contractor bid process.

5 107. The Ordinance, on its face and as applied or threatened to be applied,  
6 does not serve a compelling, significant, or legitimate governmental interest.

7 108. Even if the Ordinance served some sufficient government interest, it is  
8 neither narrowly tailored nor the least restrictive means to serve that purpose.

9 109. Defendants adopted and have enforced the unconstitutional Ordinance  
10 challenged here while acting under color of state law.

11 110. As a direct and proximate result of Defendants' actions, Plaintiffs have  
12 suffered and continue to suffer irreparable injury for which there is not adequate  
13 remedy at law. Absent intervention by this Court, through declaratory and injunctive  
14 relief, Plaintiffs will continue to suffer this irreparable harm.

15 **PRAYER FOR RELIEF**

16 Plaintiffs pray that the Court:

17 1. Enter a declaration that Ordinance No. 186000 violates the free speech  
18 rights of Plaintiffs under the First Amendment to the United States Constitution;

19 2. Enter a declaration that Ordinance No. 186000 violates the free speech  
20 rights of Plaintiff under the First Amendment of the United States Constitution  
21 because it constitutes compelled speech by the government;

22 3. Enter a declaration that Ordinance No. 186000 violates Plaintiffs' right  
23 of free association under the First Amendment of the United States Constitution;

24 4. Enter a declaration that Ordinance No. 186000 violates Plaintiffs' rights  
25 of free speech and association under the First Amendment of the United States  
26 Constitution because it constitutes government retaliation for engaging in protected  
27 conduct;

28 5. Enter a declaration that Ordinance No. 186000 violates Plaintiffs' right

1 to equal protection under the Fourteenth Amendment to the United States  
2 Constitution;

3 6. Issue preliminary and permanent injunctive relief prohibiting  
4 Defendants, their employees, agents, successor, and assigns from enforcing or  
5 publishing Ordinance No. 186000;

6 7. Award damages according to proof;

7 8. Award reasonable costs and expenses, including attorney's fees,  
8 pursuant to 42 U.S.C. § 1988 or other appropriate state or federal law; and

9 9. Any such relief the Court deems just and equitable.

10  
11 Dated: April 24, 2019

**MICHEL & ASSOCIATES, P.C.**

12  
13 s/ Anna M. Barvir

14 Anna M. Barvir

15 Counsel for Plaintiffs  
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