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11 Youth Shooting Sports Association, Inc., Redlands California Youth Clay Shooting
12 Sports, Inc., California Rifle & Pistol Association, Incorporated, The CRPA
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21
22 IN THE UNITED STATES DISTRICT COURT
23
24 CENTRAL DISTRICT OF CALIFORNIA

25 JUNIOR SPORTS MAGAZINES
26 INC., RAYMOND BROWN,
27 CALIFORNIA YOUTH SHOOTING
28 SPORTS ASSOCIATION, INC.,
REDLANDS CALIFORNIA
YOUTH CLAY SHOOTING
SPORTS, INC., CALIFORNIA
RIFLE & PISTOL ASSOCIATION,
INCORPORATED, THE CRPA
FOUNDATION, AND GUN
OWNERS OF CALIFORNIA, INC.;
and SECOND AMENDMENT
FOUNDATION,

Plaintiffs,

v.

ROB BONTA, in his official capacity
as Attorney General of the State of
California; and DOES 1-10,

Defendant.

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 [COMMERCIAL SPEECH];

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

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

FRCP 5.1(a) NOTICE OF UNCONSTITUTIONALITY OF STATE STATUTE

1 Plaintiffs Junior Sports Magazines Inc., Raymond Brown, California Youth
2 Shooting Sports Association, Inc., Redlands California Youth Clay Shooting
3 Sports, Inc., California Rifle & Pistol Association, Incorporated, The CRPA
4 Foundation, and Gun Owners of California, Inc., and the Second Amendment
5 Foundation (collectively, “Plaintiffs”), by and through their respective attorneys,
6 bring this Complaint for Declaratory and Injunctive Relief against the above-named
7 Defendants, their employees, agents, and successors in office, and in support
8 thereof allege the following:

9 JURISDICTION AND VENUE

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

18 2. Plaintiffs’ claims for declaratory and injunctive relief are authorized by
19 28 U.S.C. §§ 2201 and 2202, respectively, and their claim for attorneys’ fees is
20 authorized by 42 U.S.C. § 1988.

21 3. Venue is proper in this Court under 28 U.S.C. § 1391(b)(2) because a
22 substantial part of the events or omissions giving rise to Plaintiffs’ claims occurred
23 in this district.

24 INTRODUCTION

25 4. Plaintiffs bring this suit to challenge the constitutionality of California
26 Business & Professions Code section 22949.80, which makes it unlawful for any
27 “firearm industry member” to “advertise, market, or arrange for placement of an
28 advertising or marketing communication concerning any firearm-related product in

1 a manner that is designed, intended, or reasonably appears to be attractive to
2 minors.” Cal. Bus. & Prof. Code § 22949.80(a)(1).

3 5. The First Amendment fully protects pure political, ideological, and
4 educational speech. Content- and viewpoint-based restrictions on such speech are
5 especially repugnant to the People’s right to free speech. Indeed, “above all else,
6 the First Amendment means that the government has no power to restrict
7 expression because of its message, its ideas, its subject matter, or its content.”
8 *Police Dep’t v. Mosley*, 408 U.S. 92, 95 (1972); *see also* The Constitution thus
9 “demands that content-based restrictions on speech be presumed invalid . . . and
10 that the Government bear the burden of showing their constitutionality.” *Ashcroft v.*
11 *Am. Civil Libs. Union*, 535 U.S. 564, 573 (2002).

12 6. The First Amendment also protects non-misleading commercial speech
13 promoting lawful products or services. That protection is at its highest when the
14 products or services are themselves independently protected by other fundamental
15 rights. And the sale of firearms, ammunition, and firearm parts and accessories is
16 not only legal, but also constitutionally protected by the Second Amendment.

17 7. Section 22949.80 imposes a content- and speaker-based restriction on
18 protected speech that is viewpoint discriminatory, that serves no legitimate
19 government interest (directly or indirectly), and that is both facially overbroad and
20 far more extensive than necessary to achieve any purported interest. It thus violates
21 Plaintiffs’ free speech and commercial speech rights.

22 8. The First Amendment also protects the right to peaceably assemble
23 and associate. The right to assemble often merges with the right to free expression.
24 For “[e]ffective advocacy of both public and private points of view, particularly
25 controversial ones, is undeniably enhanced by group association.” *NAACP v.*
26 *Alabama ex rel. Patterson*, 357 U.S. 449, 460 (1959). “Governmental action which
27 may have the effect of curtailing the freedom to associate is subject to the *closest*
28 scrutiny.” *Id.* at 461-62 (emphasis added).

1 involved in all shooting disciplines with readership throughout California. *Junior*
2 *Shooters* answers questions young and beginner shooters have about firearm safety,
3 guns and gear, protective gear, and more. The magazine also provides information
4 on how to get started in the shooting sports, shooting events, youth shooting
5 organizations and clubs, as well as scholarships available to youth shooters.

6 14. Plaintiff RAYMOND BROWN is a resident of Yucaipa, California.
7 Plaintiff Brown is a Level 3 Sporting Clays Instructor—one of only three such
8 instructors in California and the only one located in Southern California. He
9 regularly trains youth in the shooting sports and those participating in high school
10 shooting trap teams. His work includes promoting his courses to youth in the
11 shooting sports and speaking to the youth he trains about firearms and safety.

12 15. Plaintiff CALIFORNIA YOUTH SHOOTING SPORTS
13 ASSOCIATION, INC. (“CYSSA”) is a non-profit organization incorporated under
14 the laws of the state of California, with headquarters in Valley Springs, California.
15 Plaintiffs CYSSA is committed to promoting and preserving the clay shooting
16 sports among youth in California. To that end, Plaintiff CYSSA offers participation
17 in its youth clay shooting program, the CYSSA Clay Target Program, a team-based
18 youth development program for boys and girls, grades 12 and under, that provides
19 its participants with a positive, life-enhancing experience. It is an opportunity for
20 young people to participate in a supervised, shotgun-shooting sports program taught
21 by certified coaches that emphasizes firearm safety and skill development in clay
22 target shooting. Good sportsmanship, individual responsibility, self-discipline,
23 positive academic progress, and personal commitment are emphasized in the
24 CYSSA program. Plaintiff CYSSA, in partnership with other local clubs, sponsor
25 youth competitive events, like its “Series Shoots” and the State Trap
26 Championships.

27 16. Plaintiff REDLANDS CALIFORNIA YOUTH CLAY SHOOTING
28 SPORTS, INC. (“RCYCSS”) is a 501(c)(3) non-profit organization incorporated

1 under the laws of the state of California, with headquarters in Redlands, California.
2 Plaintiff RCYCSSL is committed to growing clay shooting sports among the youth
3 within the Southern California region. To that end, Plaintiff RCYCSSL offers
4 participation in its youth clay shooting program, the Redlands Clay Crushers Junior
5 Trap Team, which consists of youth shooters ranging from age 10-18. The group's
6 mission is to allow youth shooters the opportunity to safely and responsibly
7 participate in clay shooting sports, including American Trap, Skeet, International
8 Skeet, Olympic Bunker, and Sporting Clays. Plaintiff RCYCSSL and the Redlands
9 Clay Crushers Junior Trap Team consistently focus on firearm safety in a fun, yet
10 skill-based environment. One of its principal goals is to strengthen connections
11 within families and communities through lifelong recreational shooting sports
12 activities.

13 17. Plaintiff CALIFORNIA RIFLE & PISTOL ASSOCIATION,
14 INCORPORATED ("CRPA") is a non-profit membership organization
15 incorporated under the laws of the state of California, with headquarters in
16 Fullerton, California. Among its other activities, Plaintiff CRPA works to preserve
17 and protect the constitutional and statutory rights of gun ownership, including the
18 right to self-defense and the right to keep and bear arms. Plaintiff CRPA
19 accomplishes this through its educational offerings, publications (including
20 magazines, like "The Firing Line"), member-engagement events, and legislative
21 advocacy and initiatives. Through this lawsuit, Plaintiff CRPA represents not only
22 its own interests as a "firearm industry member" to disseminate information to like-
23 minded individuals, but also the interests of its members, including youth under the
24 age of 18 and their parents and firearms trainers, who support and promote the right
25 to keep and bear arms for lawful purposes.

26 18. Plaintiff THE CRPA FOUNDATION ("CRPAF") is a 501(c)(3) non-
27 profit organization incorporated under the laws of the state of California, with
28 headquarters in Fullerton, California. Since 2004, Plaintiff CRPAF has raised funds

1 to benefit eligible programs supportive of advancing its mission and ensuring the
2 continued fight to protect the Second Amendment rights of all law-abiding citizens
3 in California who to choose to own a gun for sport, hunting, and personal
4 protection. Grants from CRPAF benefit a variety of constituencies throughout
5 California, including youth, women, gun collectors, hunters, target shooters, law
6 enforcement, adaptive shooters, and those who choose to own a gun to defend
7 themselves and their families. Plaintiff CRPAF is dedicated to fostering youth
8 leadership skills through bolstering programs that engage kids, teenagers, and
9 young adults in wildlife conservation, hunting heritage and traditions, and
10 competitive and recreational shooting sports. Through its Youth Scholarship
11 Program, Plaintiff CRPAF supports collegiate bound students that believe in the
12 preservation of the Second Amendment and conservation of wildlife in California.

13 19. Plaintiff GUN OWNERS OF CALIFORNIA, INC. (“GOC”) is a non-
14 profit organization incorporated under the laws of the state of California, with
15 headquarters in El Dorado Hills, California. GOC is dedicated to the restoration of
16 the Second Amendment in California. To that end, GOC annually supports youth
17 shooting teams by raising contributing financial resources to their programs and has
18 sponsored individual talented young shooters through their careers as juniors
19 looking to earn scholarships at major universities.

20 20. Plaintiff SECOND AMENDMENT FOUNDATION (“SAF”) is a
21 501(c)(3) non-profit membership organization incorporated under the laws of the
22 state of Washington. Plaintiff SAF has over 650,000 members and supporters
23 nationwide, include thousands of members in California. Founded in 1974, Plaintiff
24 SAF is dedicated to promoting a better understanding of the country’s
25 constitutional heritage to privately own and possess firearms. To that end, Plaintiff
26 SAF carries on many educational and legal action programs designed to better
27 inform the public about the gun control debate. It has been a pioneer in innovative
28 defense of the right to keep and bear arms through its publications, public education

1 programs, legal action, and events like the annual Gun Rights Policy Conference. It
2 is critical to the success of SAF that its promotional material, publications, and
3 messages about the “right to keep and bear arms” be permitted to reach a broad
4 public audience, including minors and young adults. Restrictions on speech
5 “concerning firearm-related products” interfere with that effort. Through this
6 lawsuit, Plaintiff SAF represents not only its own interests as a “firearm industry
7 member” to disseminate information to like-minded individuals, but also the
8 interests of its members, including youth under the age of 18 and their parents and
9 firearms trainers, who support and promote the right to keep and bear arms for
10 lawful purposes.

11 **[Defendants]**

12 21. Defendant ROB BONTA is the Attorney General of the State of
13 California. He is the “chief law officer” of the state, and it his duty to “see that the
14 laws of the State are uniformly and adequately enforced.” Cal. Const. art. 5, § 1.
15 Defendant Bonta has “direct supervision over every district attorney” within the
16 State. *Id.* If, at any point a district attorney of the State fails to enforce adequately
17 “any law of the State,” he must “prosecute any violations of the law.” *Id.* Defendant
18 Bonta is also expressly responsible for enforcing section 22949. Cal. Bus. & Prof.
19 Code § 22949.80(e)(1) (any person who violates this section “is liable for a civil
20 penalty ... which shall be assessed and recovered in a civil action brought in the
21 name of the people of the State of California by the Attorney General or by any
22 district attorney, county counsel, or city attorney in any court of competent
23 jurisdiction.”) Defendant Bonta maintains an office for service in Los Angeles,
24 California, and is sued in his official capacity.

25 22. The true names and capacities of Defendants named as DOEs 1
26 through 10, inclusive, are individual, corporate, associate or otherwise, and are
27 unknown to Plaintiffs. They are, however, believed to be responsible in some way
28 for Plaintiffs’ injuries as alleged herein. Each Doe Defendant is, and at all times

1 mentioned here was, a partner, agent, principal, co-conspirator, or are otherwise
2 vicariously or directly responsible for the acts or omissions of the other defendants
3 or themselves. They are each sued individually and/or in their official capacity and
4 are joined as party defendants. Plaintiffs thus sue each Doe Defendant under rules
5 15 and 21 of the Federal Rules of Civil Procedure. Plaintiffs are informed and
6 believed that the Doe Defendants are all California residents. Plaintiffs will amend
7 this complaint to show such true names and capacities of Doe Defendants when
8 they have been ascertained.¹

9 FACTUAL ALLEGATIONS

10 [The First Amendment Rights to Free Speech, Association, & Assembly]

11 23. The First Amendment provides, in part, that “Congress shall make no
12 law . . . abridging the freedom of speech,” U.S. Const. amend. I. It is incorporated
13 and made applicable to the states by the Fourteenth Amendment to the United
14 States Constitution and by 42 U.S.C. § 1983.

15 24. Political and ideological speech—including speech concerning
16 “politics, nationalism, religion, or other matters of opinion”—has long been
17 considered the core of the First Amendment. *W. Va. State Bd. of Educ. v. Barnette*,
18 319 U.S. 624, 642 (1943).

19 25. The First Amendment does not tolerate the suppression of speech
20 based on what some may label an unpopular viewpoint of the speaker. *John J.*
21 *Hurley and S. Boston Allied War Vets. Council v. Irish-Am. Gay, Lesbian &*
22 *Bisexual Group of Boston*, 515 U.S. 557 (1995). Indeed, “above all else, the First
23 Amendment means that the government has no power to restrict expression because
24 of its message, its ideas, its subject matter, or its content.” *Mosley*, 408 U.S. at 95
25

26 ¹ Section 22949.80(e)(1) authorizes, not only the Attorney General, but also
27 all District Attorneys, County Counsel, and City Attorneys to initiate a civil action
28 alleging a violation of the challenged law. To Plaintiffs’ knowledge no such actor
has yet filed such an action, but Plaintiffs will immediately amend or move to
amend this complaint to show the true names and capacities of such actors should
they do so.

1 (emphasis added); *see also Ashcroft*, 535 U.S. at 573.

2 26. A content-based restriction that implicates political or ideological
3 speech must generally survive “strict scrutiny,” where the government must show
4 that the law is narrowly tailored to achieve a compelling government interest. *See*
5 *Reed v. Town of Gilbert*, 576 U.S. 155 (2015); *see also Lorillard Tobacco Co. v.*
6 *Reilly*, 533 U.S. 525 (2001) (holding that tobacco marketing restrictions – even
7 those purported to protecting minors -- must be the narrowest means of achieving an
8 asserted state interest); *Brown v. Entm’t Merchs. Ass’n*, 564 U.S. 786 (2011)
9 (overturing California law banning sale or rental of “violent video games” to
10 minors); *see also Tracy Rifle & Pistol LLC v. Harris*, 339 F. Supp. 3d 1007, 1018
11 (E.D. Cal. 2018) (holding that a California law prohibiting the display of a
12 handgun, an imitation handgun, or a placard advertising the sale of a handgun in a
13 manner that is visible from the outside of a gun dealer’s premises is
14 unconstitutional).

15 27. Even purely commercial speech—speech that “does no more than
16 propose a commercial transaction” or relates solely to the economic interests of the
17 speaker and audience—receives First Amendment protection if it is not misleading
18 and concerns a lawful activity. *Cent. Hudson Gas & Elec. Corp. v. Public Serv.*
19 *Comm’n*, 447 U.S. 557 (1980).

20 28. “An offer to sell firearms or ammunition” is constitutionally protected
21 commercial speech. *Nordyke v. Santa Clara*, 110 F.3d 707, 710 (9th Cir. 2009).

22 29. Government restrictions on protected commercial speech are
23 constitutional *only* if they directly advance a substantial government interest and are
24 not broader than necessary to serve that interest. *Cent. Hudson*, 447 U.S. 557.²

25 _____
26 ² Though this is currently the controlling test for so-called “commercial
27 speech,” modern case law is trending toward extending *full* First Amendment
28 protection to all speech, including “commercial speech.” *See Sorrell v. IMS Health,*
Inc., 564 U.S. 552 (moving toward providing commercial speech the same level of
heightened protection long accorded to political speech); *see also 44 Liquormart,*
Inc. v. Rhode Island, 517 U.S. 484, 523 (1996) (Thomas, J., concurring in part and
concurring in judgment) (“I do not see a philosophical or historical basis for

1 30. The First Amendment protects not only the right of free speech, but
 2 also “the right of the people peaceably to assemble.” U.S. Const., amend. I. The
 3 right to assemble often merges with the right to free expression. For “[e]ffective
 4 advocacy of both public and private points of view, particularly controversial ones,
 5 is undeniably enhanced by group association.” *NAACP v. Patterson*, 357 U.S. 449,
 6 462 (1958). “Governmental action which may have the effect of curtailing the
 7 freedom to associate is subject to the *closest* scrutiny.” *Id.* at 461-62.

8 **[The Fourteenth Amendment Right to Equal Protection Under the Law]**

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

12 32. Singling out speakers because of the content of their speech also
 13 violates their fundamental rights under the Equal Protection Clause. U.S. Const.
 14 amend. XIV.

15 33. If unequal treatment occurs in the context of exercising a fundamental
 16 right, or the government is motivated by animus toward a disfavored group, courts
 17 apply heightened scrutiny. *See Loving v. Virginia*, 388 U.S. 1, 11 (1967); *see also*
 18 *Cleburne v. Cleburne Living Center, Inc.*, 473 U.S. 432 (1985); *Romer v. Evans*,
 19 517 U.S. 620 (1996). Indeed, “[b]ecause the right to engage in political expression
 20 is fundamental to our constitutional system, statutory classifications impinging
 21 upon that right must be narrowly tailored to serve a compelling governmental
 22 interest.” *Austin v. Mich. Chamber of Commerce*, 494 U.S. 652, 666 (1990), *rev’d*
 23 *on other grounds, Citzs. United v. Fed. Elec. Comm’n*, 558 U.S. 310, 130 S. Ct. 876
 24 (2010).

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 asserting that ‘commercial’ speech is of ‘lower value’ than ‘noncommercial’
 speech. Indeed, some historical materials suggest to the contrary.”).

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[California Laws Regarding Minors and Firearms]

34. California law restricts the possession, use, and acquisition of firearms by minors. *See* Cal. Penal Code §§ 29610-29750.

35. While California’s restrictions on firearm possession by minors may appear broad, they are greatly tempered by a non-exhaustive list of statutory exceptions authorizing a variety of lawful uses, as well as the constitutional right to keep and bear arms for lawful purposes, including the core lawful purpose of self-defense.

36. Indeed, California Penal Code section 29750 makes clear that it was *not* the Legislature’s intent “to expand or narrow the application of the then-existing statutory and judicial authority as to the rights of minors to be loaned or to possess live ammunition or a firearm for the purpose of self-defense or the defense of others.” The law is quite clear that minors do indeed possess a right to possess and use firearms for self-defense and defense of others and that the laws are not meant to restrict or prohibit that right.

37. That said, current California law purports to otherwise prohibit minors from possessing handguns and semiautomatic centerfire rifles (and beginning July 1, 2023, any type of firearm). Cal. Penal Code § 29610. Minors also cannot possess live ammunition. *Id.* § 29650.

38. But the exceptions to these restrictions are numerous and non-exhaustive. Common to all of the exceptions is that the minor be engaged in, or be in direct transit to or from, “a lawful, recreational sport” which includes, “*but is not limited to*, competitive shooting, or agricultural, ranching, or hunting activity or hunting education, or a motion picture, television, or video production, or entertainment or theatrical event, the nature of which involves the use of a firearm.” Cal. Penal Code § 29615 (exceptions for possession of firearms); *id.* § 29655 (exceptions for possession of live ammo).

1 39. Some of the exceptions to California’s restrictions on firearm
2 possession by minors do not even require the presence of a parent or legal guardian.
3 This can include situations where the minor only has the express written permission
4 of their parent or legal guardian to possess a firearm. *See, e.g.*, Cal. Penal Code §
5 29615(c)-(e).

6 40. California also prohibits any “person, corporation, or firm” from
7 selling, loaning, or transferring a firearm to a minor, or selling a handgun to an
8 individual under 21 years of age, *except in certain circumstances*. Cal. Penal Code
9 § 27505.

10 41. As applied to laws restricting the “loan” of a firearm to a minor, the
11 applicable exceptions first look to the relationship of the person to the minor (i.e.,
12 whether they are the parent/legal guardian or someone else) and the type of firearm
13 being loaned (e.g., whether it is a semiautomatic centerfire rifle, handgun, some
14 other type of firearm). *See* Cal. Penal Code § 27505(b)(2)-(5). Notably, here again,
15 the law makes clear the minor need not always be accompanied by a parent, legal
16 guardian, or responsible adult. And all of the exceptions use the same “lawful,
17 recreational sport” language as above.

18 **[California’s Assembly Bill 2571 (Bauer-Kahan)]**

19 42. Assembly member Rebecca Bauer-Kahan introduced AB 2571 on or
20 about February 18, 2022. Assem. Bill 2571, 2021-2022 Reg. Sess. (Cal. 2022)
21 (attached hereto as **Exhibit A**). The source of the bill was Governor Gavin
22 Newsom. Sen. Rules Comm., Bill Analysis Re: AB 2571 (Bauer-Kahan), 2021-
23 2022 Reg. Sess., at 1 (Cal. 2022).

24 43. AB 2571 passed both houses of the California Legislature and was
25 presented to Governor Gavin Newsom at or around 2:30 p.m. on June 30, 2022.

26 44. Governor Newsom approved AB 2571 the very same day.

27 45. Because AB 2571 was passed as an “urgency statute necessary for the
28 immediate preservation of the public peace, health, or safety,” AB 2571 took effect

1 immediately upon Governor Newsom’s approval on June 30, 2022. Ex. A.

2 46. AB 2571, which added section 22949.80 to the California Business &
3 Professions Code,³ makes it unlawful for any “firearm industry member” to
4 “advertise, market, or arrange for placement of an advertising or marketing
5 communication concerning any firearm-related product in a manner that is
6 designed, intended, or reasonably appears to be attractive to minors.” Cal. Bus. &
7 Prof. Code § 22949.80(a)(1).

8 47. AB 2571 defines “minor” as a “natural person under 18 years of age
9 who resides in” California. *Id.* § 22949.80(c)(7).

10 48. Though the phrase “reasonably appears to be attractive to minors” is
11 extraordinarily vague and open to broad interpretation based on one’s subjective
12 opinion, AB 2571 provides some guidance for the courts “[i]n determining whether
13 marketing or advertising concerning a “firearm-related product” is attractive to
14 minors. *Id.* § 22949.80(a)(2).

15 49. Specifically, under AB 2571, “a court shall consider the totality of the
16 circumstances.” This includes, *but is not limited to*, considering whether the
17 marketing or advertising:

- 18 (A) Uses caricatures that reasonably appear to be minors or
19 cartoon characters to promote firearm-related products.
- 20 (B) Offers brand name merchandise for minors, including, but
21 not limited to, hats, t-shirts, or other clothing, or toys,
22 games, or stuffed animals, that promotes a firearm
23 industry member or firearm-related product.
- 24 (C) Offers firearm-related products in sizes, colors, or designs
25 that are specifically designed to be used by, or appeal to,
26 minors.
- 27 (D) Is part of a marketing or advertising campaign designed
28 with the intent to appeal to minors.
- (E) Uses images or depictions of minors in advertising and
marketing materials to depict the use of firearm-related
products.

³ Throughout this complaint, Plaintiffs refer to the challenged law, California Business & Professions Code section 22949.80, as “AB 2571.”

1 (F) Is placed in a publication created for the purpose of
2 reaching an audience that is predominately composed of
3 minors and not intended for a more general audience
4 composed of adults.

5 *Id.* § 22949.80(a)(2).

6 50. AB 2571 defines “firearm industry members” in two ways:

7 (A) A person, firm, corporation, company, partnership,
8 society, joint stock company, or any other entity or
9 association engaged in the manufacture, distribution,
10 importation, marketing, wholesale, or retail sale of
11 firearm-related products.

12 (B) A person, firm, corporation, company, partnership,
13 society, joint stock company, or any other entity or
14 association formed for the express purpose of promoting,
15 encouraging, or advocating for the purchase, use, or
16 ownership of firearm-related products that does one of the
17 following:

18 (i) Advertises firearm-related products.

19 (ii) Advertises events where firearm-related products are
20 sold or used.

21 (iii) Endorses specific firearm-related products.

22 (iv) Sponsors or otherwise promotes events at which
23 firearm-related products are sold or used.

24 *Id.* § 22949.80(c)(4).

25 51. AB 2571 thus does not bar members of the (politically popular) book,
26 movie, television, and video game industries from “advertising, marketing, or
27 arranging for the placement of an advertising or marketing communication
28 concerning any firearm-related product” even though the author of AB 2571
expressly identifies the “slick advertising” of such products in children’s books,
cartoons, and video games as sources of “shameless” advertising of “weapons” to
children. Sen. Judiciary Comm., Bill Analysis Re: AB 2571 (Bauer-Kahan), 2021-
2022 Reg. Sess., at 9 (Cal. 2022) (attached hereto as **Exhibit B**).

52. AB 2571 does, however, apply to (politically unpopular) organizations
formed to promote and preserve the Second Amendment rights to keep and bear
arms, organizations that offer competitive and recreational shooting programs,
businesses that offer shooting skills courses and/or firearm-safety training, and gun

1 show promoters, as well as firearms manufacturers and retailers. Cal. Bus. & Prof.
2 Code § 22949.80(c)(4).

3 53. AB 2571 defines “firearm-related product” as any “firearm,
4 ammunition, reloaded ammunition, a firearm precursor part, a firearm component,
5 or a firearm accessory that meets any of the following conditions”:

6 (A) The item is sold, made, or distributed in California.

7 (B) The item is intended to be sold or distributed in
8 California.

9 (C) It is reasonably foreseeable that the item would be
10 sold or possessed in California.

11 (D) Marketing or advertising for the item is directed to
12 residents of California.

13 *Id.* § 22949.80(c)(5).

14 54. Under AB 2571, “marketing or advertising” means “in exchange for
15 monetary compensation, to make a communication to one or more individuals, or to
16 arrange for the dissemination to the public of a communication, about a *product or*
17 *service the primary purpose of which is to encourage recipients of the*
18 *communication to purchase or use the product or service.” Id.* § 22949.80(c)(6)
(emphasis added).

19 55. AB 2571 is thus not limited to advertising or marketing
20 communications that propose an economic transaction like the purchase or sale of
21 “firearm-related products,” including firearms, ammunition, reloaded ammunition,
22 firearm precursor parts, firearm components, or firearm accessories.

23 56. Rather, it applies to *any communication*, made in exchange for
24 monetary compensation, “*concerning* a firearm-related product” that is “designed,
25 intended or reasonably [appears] to be attractive to youth” if the communication is
26 made by a “firearm industry member” for the purpose of encouraging “recipients of
27 the communication to purchase or *use* the product or *service.” Id.* § 22949.80(a)(1),
28 (c)(6) (emphases added).

57. AB 2571 thus restricts honest and lawful commercial speech

1 promoting lawful activities and services, including, but not limited to, traditional
2 advertisements for youth shooting competitions, youth recreational shooting and
3 outdoors events, firearm- and hunter-safety courses, shooting skills courses, and
4 youth organization shooting programs.

5 58. AB 2571 also bans a broad category of pure speech, including, *but not*
6 *limited to*:

- 7 a. All (or nearly all) aspects of youth hunting and
8 shooting magazines and the websites, social media,
9 and other communications promoting those
10 magazines;
- 11 b. Articles, cartoons (including political cartoons), and
12 photographs promoting or depicting the use of
13 “firearm-related products” by minors in magazines
14 intended for a broader audience including adults;
- 15 c. Videos, cartoons, coloring books, posters, social
16 media posts, and youth education campaigns by gun
17 rights organizations and/or firearms trainers
18 encouraging youth to take up lawful recreational or
19 competitive shooting activities or teaching about
20 firearm safety;
- 21 d. Branded merchandise, giveaways, or “swag”—
22 including, but not limited to, t-shirts, hats, other
23 clothing, stickers, pins, buttons, toys, games, and
24 stuffed animals—by a “firearm industry member”
25 that promotes a “firearm industry member,”
26 *including nonprofit Second Amendment*
27 *organizations*, or contains pro-gun slogans and
28 political messages;
- e. Any communication made by a “firearm industry
member” “in exchange for monetary compensation”
that encourages the recipient of the communication
to exercise their Second Amendment rights to
purchase or use firearms or other firearms-related
products generally, like coaching or speaking with
youth about taking firearms training or getting
involved with a youth shooting team;
- f. Youth firearm- and hunter-safety courses and youth
shooting skills courses, as well as recommendations
or endorsements by firearms trainers concerning the
most appropriate firearms, ammunition, and
accessories for young and beginner shooters; and
- g. Signage, flyers, posters, discussions, branded
merchandise and giveaways, and/or other
communications generally depicting minors enjoying

1 or otherwise encouraging minors to enjoy their
2 Second Amendment right to possess and use lawful
3 firearms for lawful purposes at youth recreational
4 and competitive shooting events, as well as
5 communications promoting such events;

- 6 h. Use of Daisy® BB guns, like the famous Daisy®
7 Red Ryder, and the Daisy® inflatable BB Gun Range
8 and similar products by gun-rights organizations at
9 events to introduce youth to firearms—usually for
10 the very first time—in a safe and controlled
11 environment in order to encourage youth to take up
12 the shooting sports and/or become youth members of
13 the sponsoring organization; and
- 14 i. Communications soliciting funds for scholarships
15 and grants for youth shooters and youth shooting
16 teams.

17 59. Any person who violates AB 2571 “shall be liable for a civil penalty
18 not to exceed twenty-five thousand dollars (\$25,000) for each violation, which shall
19 be assessed and recovered in a civil action brought in the name of the people of the
20 State of California by the Attorney General or by any district attorney, county
21 counsel, or city attorney in any court of competent jurisdiction.” *Id.* §
22 22949.80(e)(1).

23 60. AB 2571 mandates that courts “shall impose a civil penalty ... for each
24 violation” of the law, instructing courts to consider any number of relevant
25 circumstances when assessing the appropriate fine, including, but not limited to:

26 the nature and seriousness of the misconduct, the number
27 of violations, the persistence of the misconduct, the length
28 of time over which the misconduct occurred, the
willfulness of the defendant’s misconduct, and the
defendant’s assets, liabilities, and net worth.

Id. § 22949.80(e)(2).

61. AB 2571 also mandates that courts “shall also order injunctive relief,
including a permanent or temporary injunction, restraining order, or other order
against the person or persons responsible for the conduct, as the court deems
necessary to prevent the harm described in this section. *Id.* § 22949.80(e)(4).

62. AB 2571 also authorizes any “person harmed by a violation of this
section” to “commence a civil action to recover their actual damages.” *Id.* §

1 22949.80(e)(3).

2 63. AB 2571 also includes a fee-shifting provision, mandating that, upon a
3 motion, courts “shall award reasonable attorney’s fees and costs, including expert
4 witness fees and other litigation expenses, to a plaintiff who is a prevailing party in
5 an action brought pursuant to” AB 2571. *Id.* § 22949.80(e)(5).

6 64. AB 2571 does not, however, authorize an award of attorney’s fees and
7 costs, including expert witness fees and other litigation expenses, to a defendant
8 who is a prevailing party in an action brought pursuant to AB 2571—even if such
9 an action is frivolous or without merit. *Id.*

10 **[The Impact of AB 2571 on Plaintiffs’ Protected Conduct]**

11 65. Plaintiffs regularly “advertise, market, or arrange for placement of an
12 advertising or marketing communication concerning ... firearm-related product[s]
13 in a manner that is designed, intended, or [might] reasonably appear[] to be
14 attractive to minors.”

15 66. Specifically, all Plaintiffs engage in the planning, advertising,
16 marketing, promoting, sponsoring, hosting, and/or facilitating of lawful events,
17 competitions, trainings, educational programs, safety courses, and/or gun shows,
18 specifically for youth or where youth are extremely likely to be in attendance and
19 where youth lawfully use, handle, observe, and/or otherwise possess firearms,
20 ammunition, and/or firearm parts.

21 67. These programs regularly involve signage, flyers, discussions, branded
22 merchandise and giveaways, and/or other communications depicting minors
23 enjoying or otherwise encouraging minors to enjoy their Second Amendment right
24 to possess and use lawful firearms for lawful purposes, including hunting,
25 recreational and competitive shooting, and firearm safety programs.

26 68. Plaintiffs also widely distribute printed and electronic communications
27 promoting these events and programs. These communications regularly include
28 images and/or depictions of minors handling or “using firearm-related products.”

1 69. These programs also sometimes include vendors or exhibitors, like
2 Plaintiffs CRPA and SAF, who set up a booth or table to, among other things,
3 promote membership or financial support of their organization; sell or distribute
4 branded merchandise or merchandise with pro-gun slogans and other political
5 messages; disseminate books, pamphlets, coloring books, flyers, and other
6 communications promoting the use of firearms and related products generally, the
7 Second Amendment, firearm safety, and participating in recreational or competitive
8 shooting programs; or sell or advertise for sale firearms and related products and
9 services.

10 70. Plaintiff Junior Sports Magazines, the publisher of the online and print
11 magazine *Junior Shooters*, publishes and distributes “a publication created for the
12 purpose of reaching an audience that is predominately composed of minors and not
13 intended for a more general audience composed of adults.” *Junior Shooters*
14 regularly includes and, but for the enforcement of AB 2571, would continue to
15 include articles and images or depictions of the use of “firearm-related products” by
16 minors, as well as recommendations and endorsements of specific “firearm-related
17 products” appropriate for young and beginner recreational and competitive
18 shooters. AB 2571 prohibits this otherwise protected speech.

19 71. Plaintiff Junior Sports Magazine’s publications also include
20 communications and articles promoting its partners’ and advertisers’ youth
21 shooting competitions, youth recreational shooting and outdoors events, youth
22 shooting organizations and clubs, firearm-safety courses, and shooting skills
23 courses. AB 2571 prohibits this otherwise protected speech.

24 72. Plaintiff Junior Sports Magazine’s publications also include traditional
25 advertisements for “firearm-related products.” AB 2571 prohibits this otherwise
26 protected commercial speech.

27 73. To be clear, Plaintiff Junior Sports Magazine’s traditional advertising
28 of “firearm-related products” is not designed or intended to encourage minors to

1 unlawfully buy firearms themselves. Rather, Plaintiffs’ communications might
2 “reasonably appear[] to be attractive to minors” because they are attractive to
3 everyone—including adults—and/or they are intended for an audience of minors
4 who may want to ask their parents to lawfully purchase “firearm-related products”
5 for the minor’s lawful use.

6 74. Plaintiff Brown, as a firearms trainer, regularly engage in the planning,
7 advertising, marketing, and facilitation of shooting-skills courses and firearm-safety
8 courses specifically for youth or where youth are extremely likely to be in
9 attendance and where youth lawfully use, handle, observe, and/or otherwise possess
10 firearms, ammunition, and/or firearm parts.

11 75. Plaintiff Brown’s training programs regularly involve communications
12 depicting minors enjoying or otherwise encouraging minors to enjoy their Second
13 Amendment right to possess and use lawful firearms for lawful purposes, including
14 hunting, recreational and competitive shooting, and firearm safety programs. AB
15 2571 prohibits this otherwise protected speech.

16 76. Plaintiff Brown’s firearm training programs might also include
17 recommendations on which “firearm-related products” are most suitable for young
18 and/or beginner shooters in terms of ease of use, safety features, size, and/or type of
19 use. AB 2571 prohibits this otherwise protected speech.

20 77. Plaintiffs CYSSA, RYCCS, CRPA, and CRPA Foundation regularly
21 engage in the planning, advertising, marketing, promoting, sponsoring, hosting,
22 and/or facilitating of youth recreational events and shooting competitions
23 specifically for youth or where youth are extremely likely to be in attendance and
24 where youth lawfully use, handle, observe, and/or otherwise possess firearms,
25 ammunition, and/or firearm parts.

26 78. Plaintiffs CYSSA, RYCCS, CRPA, and CRPAF’s youth programs
27 regularly involve signage, flyers, discussions, branded merchandise and giveaways,
28 and/or other communications depicting minors enjoying or otherwise encouraging

1 minors to enjoy their Second Amendment right to possess and use lawful firearms
2 for lawful purposes, including hunting, recreational and competitive shooting, and
3 firearm safety programs. AB 2571 prohibits this otherwise protected speech.

4 79. These Plaintiffs also widely distribute printed and electronic
5 communications promoting these events and programs. These communications
6 regularly include images and/or depictions of minors handling or “using firearm-
7 related products.” AB 2571 prohibits this otherwise protected speech.

8 80. These programs also sometimes include vendors or exhibitors, like
9 Plaintiffs CRPA, who set up a booth or table to, among other things, promote
10 membership or financial support of their organization; sell or distribute branded
11 merchandise or merchandise with pro-gun slogans and other political messages;
12 disseminate books, pamphlets, coloring and activity books, flyers, and other
13 communications promoting the use of firearms and related products generally, the
14 Second Amendment, firearm safety, and participating in recreational or competitive
15 shooting programs; sell or advertise for sale firearms and related products and
16 services. AB 2571 prohibits this otherwise protected speech.

17 81. Plaintiff CYSSA, a non-profit organization “formed for the express
18 purpose of promoting, encouraging, or advocating for the purchase, use, or
19 ownership of firearm-related products,” offers participation in its youth clay
20 shooting program, the CYSSA Clay Target Program, a team-based youth
21 development program for boys and girls, grades 12 and under.

22 82. Through this program, Plaintiff CYSSA regularly engages with minors
23 through advertising, marketing, and other communications promoting youth
24 competitive shooting events and practices where “firearm-related products” are
25 used and providing recommendations on which “firearm-related products” are most
26 suitable its young shooters’ competitive and recreational shooting needs. AB 2571
27 prohibits this otherwise protected speech.

28 83. Plaintiff CYSSA also widely distributes printed and electronic

1 communications promoting its youth competitive events and practices. These
2 communications regularly include images and/or depictions of minors handling or
3 “using firearm-related products.” AB 2571 prohibits this otherwise protected
4 speech.

5 84. Plaintiff RCYCSSL, a non-profit organization “formed for the express
6 purpose of promoting, encouraging, or advocating for the purchase, use, or
7 ownership of firearm-related products,” fields its own youth shooting team, the
8 Redlands Clay Crushers Junior Trap Team, which consists of youth shooters
9 ranging from age 10-18.

10 85. Through this program, Plaintiff RCYCSSL regularly engages with
11 minors through advertising, marketing, and other communications promoting youth
12 competitive shooting events and practices events where “firearm-related products”
13 are used and providing recommendations on which “firearm-related products” are
14 most suitable its young shooters’ competitive and recreational shooting needs. AB
15 2571 prohibits this otherwise protected speech.

16 86. Plaintiff RCYCSSL also widely distributes printed and electronic
17 communications promoting its youth competitive events and practices. These
18 communications regularly include images and/or depictions of minors handling or
19 “using firearm-related products.” AB 2571 prohibits this otherwise protected
20 speech.

21 87. Plaintiff CRPA, a non-profit member organization “formed for the
22 express purpose of promoting, encouraging, or advocating for the purchase, use, or
23 ownership of firearm-related products,” not only promotes, sponsors, and hosts
24 firearms programs for youth like those described above, it is also rolling out paid
25 memberships for youth and uses CRPA-branded merchandise and giveaways (or
26 “swag”), including but not limited to hats, t-shirts, stuffed animals, coloring and
27 activity books, stickers, pins, and buttons, to promote the organization and solicit
28 memberships and/or financial support, as well as to spread pro-gun messages and

1 slogans. AB 2571 prohibits this otherwise protected speech.

2 88. AB 2571 *does not*, however, prohibit anti-gun organizations not
3 “formed for the express purpose of promoting, encouraging, or advocating for the
4 purchase, use, or ownership of firearm-related products,” like Moms Demand
5 Action for Gun Sense in America, Gun Free Kids, and Everytown for Gun Safety,
6 from offering and soliciting youth memberships or using branded merchandise, like
7 hats, t-shirts, stuffed animals, coloring and activity books, stickers, pins, and
8 buttons, bearing anti-gun messages and slogans—or even images of *unlawful*
9 firearms—to spread their political messages, promote their organizations, or solicit
10 memberships and/or financial support.

11 89. Plaintiff CRPA also publishes and distributes various publications,
12 including magazines, that have included and, but for the enforcement of AB 2571,
13 would continue to include cartoons (including political cartoons), as well as articles
14 and images or depictions of the use of “firearm-related products” by minors. AB
15 2571 prohibits this otherwise protected speech.

16 90. Plaintiff CRPA’s publications also include advertisements promoting
17 CRPA’s and CRPA partners’ youth shooting competitions, youth recreational
18 shooting and outdoors events, firearm- and hunter-safety courses, and shooting
19 skills courses. AB 2571 prohibits this otherwise protected speech.

20 91. Plaintiff CRPA’s publications also include traditional advertisements
21 for “firearm-related products.” AB 2571 prohibits this otherwise protected
22 commercial speech.

23 92. To be clear, Plaintiff CRPA’s traditional advertising of “firearm-
24 related products” is not designed or intended to encourage minors to unlawfully *buy*
25 firearms themselves. Rather, Plaintiffs’ communications might “reasonably
26 appear[] to be attractive to minors” because they are attractive to *everyone*—
27 including adults—and/or they are intended for an audience of minors who may
28 want to ask their parents to lawfully purchase “firearm-related products” for the

1 minor's lawful use.

2 93. Plaintiff CRPAF, a 501(c)(3) non-profit organization “formed for the
3 express purpose of promoting, encouraging, or advocating for the purchase, use, or
4 ownership of firearm-related products,” not only promotes, sponsors, and hosts
5 firearms programs for youth like those described above, it also solicits funds for
6 and provides scholarships and grants for individual youth shooters and youth
7 shooting teams, publishes brochures and articles about youth shooting teams, and
8 (in response to countless requests from CRPA and CRPAF supporters for such
9 content) is launching an activity book about the shooting sports for children. AB
10 2571 prohibits this otherwise protected speech.

11 94. Plaintiff GOC, a non-profit member organization “formed for the
12 express purpose of promoting, encouraging, or advocating for the purchase, use, or
13 ownership of firearm-related products,” regularly supports youth shooting teams
14 and individual talented young shooters through sponsorships and other support.
15 Through this work, Plaintiff GOC regularly engages with minors through
16 advertisements, sponsorships, and other communications promoting events where
17 “firearm-related products” are used. AB 2571 prohibits this otherwise protected
18 speech.

19 95. Plaintiff SAF, a non-profit member organization “formed for the
20 express purpose of promoting, encouraging, or advocating for the purchase, use, or
21 ownership of firearm-related products,” sponsors and supports an initiative called
22 2AGaming, an outreach program with the goal of growing the Second Amendment
23 Community. 2AGaming functions by reaching out to people who play video games,
24 especially people who play games that focus on guns. This outreach necessarily
25 includes minors and young adults who play such games. Part of the purpose of
26 2AGaming is to persuade gamers, whose experience with firearms may—at first—
27 be limited to a digital experience, to seek out friends and shooting clubs to obtain
28 the necessary training and make that first trip to a range for a live fire experience.

1 Plaintiff SAF hopes to educate the younger generation on safety and where their
2 gun rights come from; and also seek to shift the political culture in the United
3 States from one that demonizes and fears guns, to an attitude of respect and
4 protection for our nation’s Second Amendment heritage.⁴

5 96. Plaintiff SAF also produces SAF-branded merchandise or “swag” that
6 it distributes to promote itself, to increase paid memberships, encourage
7 participation in shooting sports, and spread its Second Amendment message. The
8 ban on merchandizing codified in AB 2571 would include a ban on SAF branded t-
9 shirts, hats, other clothing, toys, games, pins, stickers, buttons, etc. that “promote” a
10 “firearm industry member.”

11 97. As a result of the adoption and immediate enforcement of AB 2571,
12 Plaintiffs have already begun to curtail these activities, as well as all manner of
13 speech that could arguably fall under AB 2571’s ban on speech—fearing the
14 draconian penalties that attach to each incident of marketing barred by AB 2571,
15 including fines up to \$25,000 *per copy or reproduction of the communication* and
16 an award of actual damages and attorney’s fees and costs to any prevailing plaintiff
17 who brings an action alleging a violation of AB 2571.

18 98. AB 2571 thus has the practical effect of wiping out a vital outlet for
19 the free exchange of ideas related to the lawful possession and use of lawful
20 “firearm-related products” and for the promotion and preservation of the “gun
21 culture” in California through the passing down of pro-gun attitudes and traditions
22 to future generations.

23 99. Both on its face and as evidenced by the legislative history of AB
24 2571, this appears to be the very purpose and intent of the law.

25 100. Indeed, the Senate Judiciary Committee’s June 10, 2022, Bill Analysis
26

27 ⁴ Information about 2AGaming can be found at <https://www.saf.org/gaming/>.
28 The program has received favorable press coverage at <https://www.breitbart.com/politics/2020/01/30/2nd-amendment-gaming-spreading-gun-rights-message-via-video-games/>.

1 of AB 2571, quotes heavily from the Violence Policy Center’s (“VPC”) 2016
 2 report, *Start Them Young*, which disparagingly “outlines the *problem*” of the “gun
 3 industry’s” attempts to “attract future legal gun owners” thusly:

4 The gun industry has long understood that it faces a slow-
 5 motion demographic collapse. With the industry’s
 6 customer base growing older, household gun ownership in
 7 America has steadily declined. As its primary market of
 8 white males ages and dies off, the firearms industry has
 9 set its sights on America’s children. Much like the
 10 tobacco industry’s search for replacement smokers, the
 11 gun industry is seeking replacement shooters to purchase
 12 its deadly products. Firearms companies have teamed up
 13 with “corporate partners” like the National Rifle
 14 Association of America, the gun industry’s trade
 15 association the National Shooting Sports Foundation
 16 (NSSF), and online publications such as Junior Shooters
 17 in an industry-wide effort to market firearms to kids. They
 18 do this by promoting websites and magazines targeted at
 19 children, designing “kid-friendly” guns to appeal to the
 20 youth market, and even working to create the equivalent
 21 of “‘reality’ video” games to encourage gun use from an
 22 early age.

23 **The industry’s focus on recruiting children into the
 24 gun culture has been acknowledged since at least the
 25 1990s.**

26 Ex. B at 7-8 (quoting Josh Sugarman, Violence Policy Center, “*Start Them Young*”
 27 *How the Firearms Industry and Gun Lobby Are Targeting Your Children* (Feb.
 28 2016), available at <https://www.vpc.org/studies/starttheyoung.pdf> (attached
 hereto as **Exhibit C**)) (emphasis added).

101. The Senate Judiciary Committee’s analysis continues, quoting a New
 York Times article lauding the VPC report:

The gun industry markets a variety of products explicitly
 to children, a new report shows, from armed stuffed
 animals to lighter versions of rifles. *And some see kids as
 a vital group of future gun buyers who need to be brought
 into the fold at a young age.*

The report, called “Start Them Young” and issued on
 Thursday by the Violence Policy Center, lists a variety of
 firearms meant at least partly for children. It mentions the
 Crickett rifle, a gun made for children by the company
 Keystone Sporting Arms. Keystone’s website and some of
 its merchandise bear the image of “Davey Crickett,” a
 gun-wielding cartoon insect. The company sells Davey

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Crickett hats, dog tags and pins, as well as a Davey Crickett Beanie Baby, listed as “not for children under three years of age.”

Keystone’s website also sells books featuring “Little Jake,” a boy who uses his gun to bring down a bear and save an African village from a marauding elephant. The publisher of the books says Little Jake is actually older than he looks: “Little Jake is a fictional character in his late teens. While small in stature so that young children may relate to him, Little Jake is old enough to hunt and fish safely on his own without adult supervision.”

Ex. B at 8-9 (quoting Anna North, *Marketing Guns to Children*, N.Y. Times (Feb. 19, 2022), available at <https://archive.nytimes.com/takingnote.blogs.nytimes.com/2016/02/19/marketing-guns-to-children/> (attached hereto as **Exhibit D**)) (emphasis added).

102. The New York Times article explains that “the [VPC] report makes the case that the gun industry and some gun-rights advocates see putting guns in the hands of children as a crucial recruitment move.” It goes on to quote the editor-in-chief of Plaintiff Junior Sports Magazines’ *Junior Shooters*, who wrote in 2012, that:

Each person who is introduced to the shooting sports and has a positive experience *is another vote in favor of keeping our American heritage and freedom alive*. They may not be old enough to vote now, but they will be in the future. And think about how many lives they will come in contact with that they can impact!

Ex. D (emphasis added). It is thus clear that the Legislature understood the importance of engaging youth in the shooting sports for the preservation of the “gun culture” and, in fact, intended AB 2571 to serve as a barrier to that constitutionally protected conduct.

103. Further evidencing the intent of AB 2571 are the bill’s author’s own words:

This epidemic of deadly violence is fueled by an industry that *encourages children to hold a gun as soon as they can walk*.

1 Gun manufacturers view children as their next generation
2 of *advocates* and customers, and target them with slick
3 advertising – even children’s books. The advertising for
4 these weapons is shameless. Children in California are not
5 allowed to buy or own a gun, yet they are advertised to
6 across all forms of media with cartoons, video games, and
7 social media.

8

9 Guns are not a toy. Guns are a tool of death. Taking away
10 this *tool of violent indoctrination* from the gun industry is
11 a vital step forward to protect California’s children.

12 Ex. B at 9 (emphases added).

13 104. Setting aside the obvious hyperbole and the animus evident from the
14 author’s words, it is clear that the intent of AB 2571 was not simply to keep
15 unlawful firearms out of the hands of minors and to prevent unlawful use of
16 firearms, but to prevent “firearm industry members,” which by the very terms of
17 AB 2571 include pro-Second Amendment organizations and youth shooting
18 programs, from “indoctrinating” youth to become “advocates” for the Second
19 Amendment and “gun culture” in America.

20 105. Then, on July 1, 2022, after signing AB 2571 into law, Governor
21 Newsom recorded and posted to his official Twitter feed a message to “the
22 members of the United States Supreme Court” and to “right-wing Republicans
23 across this country,” rhetorically asking them:

24 *Do you have no common decency, respect, or even*
25 *common understanding that kids should not have one of*
26 *these [referring to a semi-automatic rifle in his hands]?*
27 *This is an AR-15. This is a weapon of war. A weapon of*
28 *mass destruction. But you’re out there promoting and*
allowing marketing of these weapons of war to our kids.
Supporting and celebrating gun manufacturers who put up
advertisements like the ones you see behind me. These are
cartoon skulls will pacifiers in them. His and her
pacifiers. Cartoon skulls of children with pacifiers. That is
what the right wing is marketing and promoting at behest
of the gun industry in this country. The good news, if
there’s any, is that this ends at least today in California. I
just signed a bill, so the gun industry and those that are
backing this industry can no longer market to our
children. The idea that we even have to do this is
ridiculous. This law, by the way, goes into effect

1 immediately. Because *decent human beings, people with*
 2 *common sense, know that we should not be allowing this*
kind of disgusting marketing to go on another day.

3 Rosalio Ahumada, *Gavin Newsom Signs New Gun Safety Laws Targeting Illegal*
 4 *Weapons, Marketing to Kids*, Sac. Bee (July 1, 2022), available at
 5 <https://www.sacbee.com/news/local/crime/article263108183.html> (the entire video
 6 of Governor Newsom’s remarks is available on the Sacramento Bee website, as
 7 well as the official Twitter page of the Office of the Governor of California).

8 106. In his recorded statement, Governor Newsom reproduced and
 9 displayed advertising from WEE1 Tactical of their JR-15, *id.*—the very advertising
 10 that seemingly sparked California’s concern over firearm marketing that has been
 11 prevalent in America for generations, *see* Ex. B at 8. But because Governor
 12 Newsom is not a “firearm industry member” whose primary purpose is to
 13 encourage his audience to “purchase or use the product,” but rather to disparage
 14 those whose viewpoints do not align with his and those who *would* use the product,
 15 Governor Newsom is free to reproduce and display the very same images WEE1
 16 Tactical is now barred from distributing.

17 **FIRST CAUSE OF ACTION**
 18 **Violation of Right to Free Speech Under U.S. Const., amend. I**
 19 **Political & Ideological Speech**
 20 **42 U.S.C. § 1983**
 21 (By All Plaintiffs Against All Defendants)

22 107. Plaintiffs incorporate by reference paragraphs 1 through 106 of this
 23 complaint as though fully set forth herein in their entirety.

24 108. Defendants, acting under color of state law, are enforcing AB 2571,
 25 which deprives Plaintiffs of free speech rights secured by the First Amendment of
 26 the United States Constitution in violation of 42 U.S.C. § 1983.

27 109. On its face and as applied, AB 2571 is an unconstitutional abridgement
 28 of Plaintiffs’ right to free speech under the First Amendment because it casts such a
 wide net that it directly prohibits Plaintiffs’ pure speech related to the lawful
 possession and use of lawful firearms without any compelling governmental

1 interest.

2 110. On its face and as evidenced by the legislative history of AB 2571, it is
3 clear that the law’s purpose and intention is to thwart the promotion and
4 preservation of the “gun culture” in California through the passing down of pro-gun
5 attitudes and traditions to future generations. AB 2571 is thus a “presumptively
6 unlawful” content-based and viewpoint-discriminatory restriction of speech.

7 111. On its face, AB 2571 does not apply to similar or opposing speech
8 made by businesses, organizations, or people who are not considered “firearm
9 industry members.” AB 2571 is thus a “presumptively unlawful” content-,
10 viewpoint-, and speaker-based restriction on speech.

11 112. Defendants have no compelling (or even legitimate) governmental
12 interest in banning Plaintiffs’ pure speech concerning “firearm-related products.”
13 Indeed, the State’s purported interests in “ensuring that minors do not possess these
14 dangerous weapons” and “protecting its citizens ... from gun violence” are betrayed
15 by the fact that California does not directly ban the possession of many “firearm-
16 related products” by minors for lawful purposes under a broad range of
17 circumstances.

18 113. Further, AB 2571 is neither narrowly tailored to nor the least
19 restrictive means of achieving the state’s dubious interests. Indeed, it sweeps up *all*
20 communications “*concerning* firearm-related products” made by “firearm industry
21 members” “in exchange for monetary compensation” that are “designed, intended,
22 or reasonably appear[] to be attractive minors”—even communications concerning
23 lawful (and constitutionally protected) products and services and communications
24 that are equally attractive to adults who have a right to obtain information about
25 such products and services.

26 114. AB 2571 is unconstitutionally overbroad because, in an effort to
27 restrict commercial advertising promoting the sale of “firearm-related products” to
28 minors, the law seriously and deliberately burdens a vast amount of speech that

1 does not constitute such a communication and is fully protected by the First
2 Amendment.

3 115. Even if AB 2571 was not written with the intention of barring events,
4 competitions, firearm safety programs, or shooting skills courses for youth (and the
5 advertising, marketing, and other communications necessarily attendant to these
6 programs) or to prevent firearms-related organizations from soliciting members
7 through marketing to and providing memberships for minors, that is its effect.
8 Indeed, AB 2571 is so hopelessly vague and confusing that Plaintiffs have already
9 begun to curtail all manner of speech that could arguably fall under AB 2571's
10 overly broad ban. This "chilling" of speech also offends the First Amendment.

11 116. As a direct and proximate result of Defendants' conduct, Plaintiffs
12 have suffered irreparable harm, including the violation of their constitutional right
13 to free speech, entitling them to declaratory and injunctive relief. Absent
14 intervention by this Court, through declaratory and injunctive relief, Plaintiffs will
15 continue to suffer this irreparable harm.

16
17 **SECOND CAUSE OF ACTION**
18 **Violation of Right to Commercial Speech Under U.S. Const., amend. I**
19 **42 U.S.C. § 1983**
20 (By All Plaintiffs Against All Defendants)

21 117. Plaintiffs incorporate by reference paragraphs 1 through 116 of this
22 complaint as though fully set forth herein in their entirety.

23 118. Defendants, acting under color of state law, are enforcing AB 2571,
24 which deprives Plaintiffs of commercial speech rights secured by the First
25 Amendment of the United States Constitution in violation of 42 U.S.C. § 1983.

26 119. On its face and as applied, AB 2571 is an unconstitutional abridgement
27 of Plaintiffs' right to free speech under the First Amendment because it casts such a
28 wide net that it directly prohibits Plaintiffs' protected commercial speech without
any substantial governmental interest and is far more extensive than necessary to
serve any purported governmental interest.

1 120. AB 2571 ensnares *all* advertising, marketing, and placement of
2 advertising or marketing concerning “firearm-related products” by “firearm
3 industry members” that might be deemed “attractive” to minors—even those that
4 propose the sale of lawful firearms for lawful purposes. It does not merely target
5 commercial speech regarding unlawful activity or products.

6 121. Defendants have no substantial (or even legitimate) governmental
7 interest in banning non-misleading commercial speech concerning the lawful sale,
8 possession, and use of “firearm-related products.” Indeed, the State’s purported
9 interests in “ensuring that minors do not possess these dangerous weapons” and
10 “protecting its citizens ... from gun violence” are betrayed by the fact that
11 California does not ban the possession of many “firearm-related products” by
12 minors for lawful purposes under a broad range of circumstances.

13 122. Even if the state’s purported interests were substantial, neither interest
14 is directly served by the ban.

15 123. Even if the state’s purported interests were substantial, AB 2571 is far
16 more extensive than necessary to achieve the state’s interests. Indeed, it sweeps up
17 *all* communications concerning “firearm-related products” made by “firearm
18 industry members” “in exchange for monetary compensation” that are “designed,
19 intended, or reasonably appear[] to be attractive minors”—even communications
20 concerning lawful (and constitutionally protected) products and services and
21 communications that are equally attractive to adults who have a right to obtain
22 information about such products and services.

23 124. As a direct and proximate result of Defendants’ conduct, Plaintiffs
24 have suffered irreparable harm, including the violation of their constitutional right
25 to free speech, entitling them to declaratory and injunctive relief. Absent
26 intervention by this Court, through declaratory and injunctive relief, Plaintiffs will
27 continue to suffer this irreparable harm.
28

THIRD CAUSE OF ACTION
Violation of Rights to Association & Assembly Under U.S. Const., amend. I
42 U.S.C. § 1983
(By All Plaintiffs Against All Defendants)

125. Plaintiffs incorporate by reference paragraphs 1 through 124 of this complaint as though fully set forth herein in their entirety.

126. Defendants, acting under color of state law, are enforcing AB 2571, which deprives Plaintiffs of free association and assembly rights secured by the First Amendment of the United States Constitution in violation of 42 U.S.C. § 1983.

127. On its face and as applied, AB 2571 is an unconstitutional abridgement of Plaintiffs' rights to free association and assembly under the First Amendment because it casts such a wide net that it directly prohibits all Plaintiffs from advertising, marketing, or arranging for the placement of advertising or marketing concerning their various firearm-related programs, where Plaintiffs peacefully and lawfully assemble and associate with each other and members of the public, including youth.

128. On its face and as applied, AB 2571 is an unconstitutional abridgement of Plaintiff CRPA's rights to free association and assembly under the First Amendment because it casts such a wide net that it directly prohibits Plaintiff CRPA from advertising, marketing, or arranging for the placement of advertising or marketing concerning its youth memberships. It also bars Plaintiff CRPA from distributing CRPA-branded merchandise and giveaways to promote the membership in and financial support of the organization.

129. Defendants have no compelling (or even legitimate) interest in prohibiting "firearm industry members," like the Plaintiffs, from advertising, marketing, or arranging for the placement of any advertising or marketing communication concerning their firearm-related youth programming and services and the "firearm-related products" used, sold, endorsed, recommended, or advertised at such events—effectively putting an end to such events and, by

1 extension, the rights of Plaintiffs to associate and assemble at them.

2 130. Defendants have no compelling (or even legitimate) governmental
3 interest in prohibiting Plaintiff CRPA, a “firearm industry member,” from
4 advertising, marketing, or arranging for the placement of any advertising or
5 marketing communication concerning its youth memberships and from distributing
6 CRPA-branded merchandise to promote the membership in and financial support of
7 the organization.

8 131. Even if AB 2571 served some sufficient government purpose, it is
9 neither narrowly tailored nor the least restrictive means to serve that end.

10 132. As a direct and proximate result of Defendants’ conduct, all Plaintiffs
11 have suffered irreparable harm, including the violation of their constitutional right
12 to free association and assembly, entitling them to declaratory and injunctive relief.
13 Absent intervention by this Court, through declaratory and injunctive relief,
14 Plaintiffs will continue to suffer this irreparable harm.

15 **FOURTH CAUSE OF ACTION**
16 **Violation of the Right to Equal Protection Under U.S. Const., amend. XIV**
17 **42 U.S.C. § 1983**

18 (By All Plaintiffs Against All Defendants)

19 133. Plaintiffs incorporate by reference paragraphs 1 through 132 of this
20 complaint as if fully set forth herein in their entirety.

21 134. Defendants, acting under color of state law, are enforcing AB 2571,
22 which deprives Plaintiffs of right to equal protection under the law secured by the
23 Fourteenth Amendment of the United States Constitution in violation of 42 U.S.C.
24 § 1983.

25 135. On its face and as applied, AB 2571 is an unconstitutional abridgement
26 of Plaintiffs’ right to equal protection under the law guaranteed by the Fourteenth
27 Amendment because it is a viewpoint-discriminatory and/or animus-based
28 restriction on Plaintiffs’ protected political and ideological speech that serves no
compelling governmental interest.

1 136. On its face and as evidenced by the legislative history of AB 2571, it is
2 clear that the law’s purpose and intention is to thwart the promotion and
3 preservation of the “gun culture” in California through the passing down of pro-gun
4 attitudes and traditions to future generations.

5 137. On its face, AB 2571 does not apply to similar or opposing speech
6 made by businesses, organizations, or people who are not considered “firearm
7 industry members.”

8 138. Defendants have no compelling (or even legitimate) governmental
9 interest in banning Plaintiffs’ pure speech concerning “firearm-related products.”
10 Indeed, the State’s purported interests in “ensuring that minors do not possess these
11 dangerous weapons” and “protecting its citizens ... from gun violence” are betrayed
12 by the fact that California does not directly ban the possession of many “firearm-
13 related products” by minors for lawful purposes under a broad range of
14 circumstances.

15 139. Nor is there any legitimate interest in singling out politically
16 disfavored “firearm industry members” under AB 2571’s ban on protected
17 speech—while leaving members of other industries, like the popular entertainment
18 and video game industries, as well as anti-gun organizations free to engage in
19 similar or identical speech. Rather, AB 2571 is steeped in and motivated by animus
20 for “gun culture” and those who participate in it.

21 140. Further, AB 2571 is not narrowly tailored to achieving the state’s
22 dubious interests.

23 141. As a direct and proximate result of Defendants’ conduct, Plaintiffs
24 have suffered irreparable harm, including the violation of their constitutional right
25 to equal protection under the law, entitling them to declaratory and injunctive relief.
26 Absent intervention by this Court, through declaratory and injunctive relief,
27 Plaintiffs will continue to suffer this irreparable harm.
28

PRAYER FOR RELIEF

WHEREFORE, Plaintiffs pray for:

1. A declaration that AB 2571, codified at California Business & Professions Code section 22949.80, violates the Plaintiffs’ free speech rights under the First Amendment to the United States Constitution, on its face and as applied to the Plaintiffs;

2. A declaration that AB 2571, codified at California Business & Professions Code section 22949.80, violates the Plaintiffs’ commercial speech rights under the First Amendment to the United States Constitution, on its face and as applied the Plaintiffs;

3. A declaration that AB 2571, codified at California Business & Professions Code section 22949.80, violates the rights of assembly and association of the Plaintiffs under the First Amendment to the United States Constitution, on its face and as applied to the Plaintiffs;

4. A declaration that AB 893, codified at California Business & Professions Code section 22949.80, violates the rights of the Plaintiffs to equal protection under the law per the Fourteenth Amendment to the United States Constitution, on its face and as applied to the Plaintiffs;

5. A preliminary and permanent injunction prohibiting all Defendants, their employees, agents, successors in office, and all District Attorneys, County Counsel, and City Attorneys holding office in the state of California, as well as their successors in office, from enforcing AB 2571, codified at Business & Professions Code section 22949.80;

6. An award of costs and expenses, including attorney’s fees, pursuant to 42 U.S.C. § 1988 or other applicable state or federal law; and

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7. Any such other relief the Court deems just and equitable.

Dated: July 8, 2022

MICHEL & ASSOCIATES, P.C.

s/ Anna M. Barvir

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

Dated: July 8, 2022

LAW OFFICES OF DONALD KILMER, APC

s/ Donald Kilmer

Donald Kilmer
Counsel for Plaintiff Second Amendment
Foundation