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10  
11 UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA

12 REPRESENTATIVE MATT GAETZ; ) Case No.: 5:23-cv-1368  
13 REPRESENTATIVE MARJORIE )  
TAYLOR-GREENE; PUT AMERICA )  
14 FIRST JOINT FUNDRAISING ) **COMPLAINT FOR INJUNCTIVE**  
COMMITTEE; FRIENDS OF MATT ) **AND DECLARATORY RELIEF**  
15 GAETZ; GREENE FOR CONGRESS, ) **AND DAMAGES**  
INC.; on behalf of themselves and the ) **(42 U.S.C. §§1983, 1985)**  
16 prospective attendees at their July 17, ) **DEMAND FOR JURY TRIAL**  
2021 scheduled political rally, )

17 Plaintiffs, )

18 v. )

19 )  
20 CITY OF RIVERSIDE; RAINCROSS )  
HOSPITALITY MANAGEMENT )  
CORP., a California Corporation as )  
21 agent for the City of Riverside; CITY )

1 OF ANAHEIM; CALIFORNIA )  
 LULAC STATE ORGANIZATION; )  
 2 NATIONAL ASSOCIATION FOR )  
 THE ADVANCEMENT OF )  
 3 COLORED PEOPLE; UNIDOS FOR )  
 LA CAUSA, INC.; GREATER )  
 4 RIVERSIDE HISPANIC CHAMBER )  
 OF COMMERCE; THE LEAGUE OF )  
 5 WOMEN VOTERS RIVERSIDE; )  
 WOMEN’S MARCH ACTION; )  
 6 RIVERSIDE COUNTY )  
 DEMOCRATIC PARTY; )  
 7 ANTIRACIST RIVERSIDE; OCCUPY )  
 DEMOCRATS; and OCCUPY )  
 8 DEMOCRATS ELECTION FUND )  
 PAC, )  
 9 )  
 Defendants. )  
 10 )  
 11 )

**JURISDICTION**

13 1. This Court has jurisdiction to hear this claim pursuant to 28 U.S.C. §  
14 1331 (federal question) since the claims asserted herein arise out of the laws of the  
15 United States (42 USC §§1983, 1985) and the Speech Clause of the First Amendment  
16 to the United States Constitution, as incorporated and made applicable to the states by  
17 the Fourteenth Amendment.

**VENUE**

18  
19 2. Venue is proper in this district pursuant to 28 U.S.C. § 1391(c)(1)  
20 because all defendants are entities that are subject to this Court’s personal jurisdiction.  
21 The CITIES OF RIVERSIDE and ANAHEIM are government bodies that are located

1 within this district. RAINCROSS HOSPITALITY MANAGEMENT CORP. is a  
2 California Corporation physically located in and doing business in this district. The  
3 remaining Defendants are either physically located and doing business in this district,  
4 or were involved in pressuring the government defendants to cancel the Put America  
5 First rally, which was scheduled to take place in this district.

6 **INTRODUCTION**

7 3. This is civil rights claim pursuant to 42 U.S.C. §§ 1983 and 1985 for  
8 declaratory and injunctive relief and money damages. RAINCROSS, acting as agent  
9 for CITY OF RIVERSIDE, and The Grand Theater, acting under threat from CITY  
10 OF ANAHEIM, each cancelled events that were to be held at their respective  
11 properties because of the political viewpoints of the two event speakers,  
12 Congresswoman Marjorie Taylor-Greene and Congressman Matt Gaetz.

13 4. RAINCROSS, which serves as the agent for CITY OF RIVERSIDE,  
14 cancelled the event that had been scheduled and contracted for at the Riverside  
15 Convention Center, which is owned by CITY OF RIVERSIDE.

16 5. The Grand Theater, which is a banquet facility in Anaheim, California,  
17 cancelled the event for which PLAINTIFFS had contracted after a code enforcement  
18 officer from CITY OF ANAHEIM threatened the owner and manager of the facility  
19 that their conditional use permit would be in jeopardy if they did not cancel the event.

20 6. City officials from Defendants CITY OF RIVERSIDE and CITY OF  
21 ANAHEIM indicated that the events were cancelled because of the speakers'

1 viewpoints. The cancellation of these events based on the speakers’ viewpoints is a  
2 clear violation of well-settled law concerning the Freedom of Speech and Freedom of  
3 Association guaranteed by the First Amendment of the United States Constitution, as  
4 incorporated and made applicable to the States by the Fourteenth Amendment of the  
5 United States Constitution.

6 7. Defendants CALIFORNIA LULAC STATE ORGANIZATION  
7 (“LULAC”); NATIONAL ASSOCIATION FOR THE ADVANCEMENT OF  
8 COLORED PEOPLE (“NAACP”); UNIDOS FOR LA CAUSA, INC., GREATER  
9 RIVERSIDE HISPANIC CHAMBER OF COMMERCE; THE LEAGUE OF  
10 WOMEN VOTERS RIVERSIDE; WOMEN’S MARCH ACTION; RIVERSIDE  
11 COUNTY DEMOCRATIC PARTY; ANTIRACIST RIVERSIDE; OCCUPY  
12 DEMOCRATS; and OCCUPY DEMOCRATS ELECTION FUND PAC, by force,  
13 intimidation, or threat, conspired to pressure officials from Defendants CITY OF  
14 RIVERSIDE and CITY OF ANAHEIM, DEFENDANT RAINCROSS, and the owner  
15 and manager of The Grand Theater, to cancel Plaintiffs’ events.

16 8. DEFENDANTS conspired to deprive PLAINTIFFS and their prospective  
17 audience members of their civil rights to be free from viewpoint discrimination when  
18 they cancelled or compelled the cancellation of the contracts for PLAINTIFFS to hold  
19 their events.

20 ///

21 ///



1 decision-making authority pressured Defendant RAINCROSS to cancel the political  
2 rally.

3 12. Defendant RAINCROSS HOSPITALITY MANAGEMENT CORP.  
4 (“RAINCROSS”) is a California Corporation. It manages The Riverside Convention  
5 Center as agent for RIVERSIDE.

6 13. Defendant CITY OF ANAHEIM (“ANAHEIM”) is a city in the State of  
7 California that exercises government powers within the city limits. ANAHEIM  
8 officials with final decision-making authority threatened The Grand Theater’s owner  
9 and manager with adverse government action if it did not cancel the PUT AMERICA  
10 FIRST event scheduled for July 17, 2021.

11 14. Defendants RIVERSIDE, RAINCROSS, and ANAHEIM, are  
12 collectively referred to herein as the “GOVERNMENT DEFENDANTS.”

13 15. Defendant CALIFORNIA LULAC STATE ORGANIZATION  
14 (“LULAC”) is the California chapter of the League of United Latin American  
15 Citizens, which bills itself as the largest and oldest Hispanic organization in the  
16 United States. It is a California Nonprofit Public Benefit Corporation based in  
17 Salinas, California. It threatened economic reprisal and statewide/national boycotts of  
18 the Riverside Convention Center if officials of Defendant RIVERSIDE did not force  
19 cancellation of the PUT AMERICA FIRST political rally.

20 16. Defendant NATIONAL ASSOCIATION FOR THE ADVANCEMENT  
21 OF COLORED PEOPLE, RIVERSIDE (“NAACP”), is the Riverside Chapter of the

1 National Association for the Advancement of Colored People, a Delaware  
2 Corporation based in Baltimore, Maryland. On information and belief, it encouraged  
3 its supporters to fraudulently register for tickets to the PUT AMERICA FIRST rally  
4 with no intention of attending, in order to prevent others from attending and to depress  
5 attendance, and conspired with one or more other Defendants to deprive Plaintiffs of  
6 their constitutional rights and deprive Plaintiff prospective audience members from  
7 lending support and advocacy toward the election of Plaintiffs GAETZ and GREENE,  
8 candidates for federal office.

9 17. Defendant UNIDOS FOR LA CAUSA, INC., (“UNIDOS”) is a  
10 California non-profit public benefit corporation based in Riverside, California. It bills  
11 itself as a “collective of many local and community focused organizations and  
12 engaged individuals, together serving the diverse spectrum of the Chicano Latino  
13 community in Riverside.” On information and belief, it was part of the effort to  
14 pressure elected officials of Defendant RIVERSIDE to cancel the PUT AMERICA  
15 FIRST political rally and conspired with one or more other Defendants to deprive  
16 Plaintiffs of their constitutional rights and deprive Plaintiff prospective audience  
17 members from lending support and advocacy toward the election of Plaintiffs GAETZ  
18 and GREENE, candidates for federal office.

19 18. Defendant GREATER RIVERSIDE HISPANIC CHAMBER OF  
20 COMMERCE (“GRHCC”) is a California Nonprofit Public Benefit Corporation based  
21 in Riverside, California. It was part of the effort to pressure elected officials of

1 Defendant RIVERSIDE to cancel the PUT AMERICA FIRST political rally. On  
2 information and belief, it conspired with one or more other Defendants to deprive  
3 Plaintiffs of their constitutional rights and deprive Plaintiff prospective audience  
4 members from lending support and advocacy toward the election of Plaintiffs GAETZ  
5 and GREENE, candidates for federal office.

6 19. Defendant LEAGUE OF WOMEN VOTERS OF RIVERSIDE is a  
7 California Nonprofit Public Benefit Corporation based in Riverside, California. It was  
8 part of the effort to pressure elected officials of Defendant RIVERSIDE to cancel the  
9 PUT AMERICA FIRST political rally. On information and belief, it conspired with  
10 one or more other Defendants to deprive Plaintiffs of their constitutional rights and  
11 deprive Plaintiff prospective audience members from lending support and advocacy  
12 toward the election of Plaintiffs GAETZ and GREENE, candidates for federal office.

13 20. Defendant WOMEN'S MARCH ACTION is a 501(c)(4) political  
14 organization based in Los Angeles, California. It bills itself as the political arm of  
15 Women's March Foundation, a 501(c)(3) organization also based in Los Angeles,  
16 California. It was part of the effort to pressure elected officials of Defendant  
17 RIVERSIDE to cancel the PUT AMERICA FIRST political rally. On information  
18 and belief, it conspired with one or more other Defendants to deprive Plaintiffs of  
19 their constitutional rights and deprive Plaintiff prospective audience members from  
20 lending support and advocacy toward the election of Plaintiffs GAETZ and GREENE,  
21 candidates for federal office.

1           21. Defendant RIVERSIDE COUNTY DEMOCRATIC PARTY is the  
2 official governing body of the Democratic Party in Riverside County, California. Its  
3 Chair, Tisa Rodriquez, urged supporters to call the Riverside Convention Center and  
4 pressure it to cancel the PUT AMERICA FIRST political rally. On information and  
5 belief, it conspired with one or more other Defendants to deprive Plaintiffs of their  
6 constitutional rights and deprive Plaintiff prospective audience members from lending  
7 support and advocacy toward the election of Plaintiffs GAETZ and GREENE,  
8 candidates for federal office.

9           22. Defendant ANTIRACIST RIVERSIDE is, on information and belief, an  
10 unincorporated association of individuals in Riverside, California, the leadership of  
11 which was part of the effort to pressure elected officials of Defendant RIVERSIDE to  
12 cancel the PUT AMERICA FIRST political rally. On information and belief, it  
13 conspired with one or more other Defendants to deprive Plaintiffs of their  
14 constitutional rights and deprive Plaintiff prospective audience members from lending  
15 support and advocacy toward the election of Plaintiffs GAETZ and GREENE,  
16 candidates for federal office.

17           23. Defendant OCCUPY DEMOCRATS was founded by Omar and Rafael  
18 Rivero. It claims to be “the largest Democratic organizing group on the Internet, with  
19 over ten million members on Facebook alone.” Defendant OCCUPY DEMOCRATS  
20 ELECTION FUND PAC is its affiliated political action committee. After Defendants  
21 RIVERSIDE and RAINCROSS cancelled Plaintiffs’ event in Riverside, they issued a

1 tweet urging their supporters to “RT IF EVERY CITY IN THE REST OF [Plaintiffs’]  
2 TOUR SHOULD DO THE SAME!” On information and belief, they conspired with  
3 one or more other Defendants to deprive Plaintiffs of their constitutional rights and  
4 deprive Plaintiff prospective audience members from lending support and advocacy  
5 toward the election of Plaintiffs GAETZ and GREENE, candidates for federal office.

6 24. Defendants LULAC, NAACP, UNIDOS, GRHCC, LEAGUE OF  
7 WOMEN VOTERS OF RIVERSIDE, WOMEN’S MARCH ACTION, RIVERSIDE  
8 COUNTY DEMOCRATIC PARTY, ANTIRACIST RIVERSIDE, OCCUPY  
9 DEMOCRATS, and OCCUPY DEMOCRATS ELECTION FUND PAC are  
10 collectively referred to herein as “THIRD PARTY DEFENDANTS.” On information  
11 and belief, they are private organizations that conspired with or sought to influence the  
12 GOVERNMENT DEFENDANTS to deprive Plaintiffs of their First Amendment  
13 Rights and, through force, intimidation, or threats, sought to deprive individual  
14 Plaintiffs from giving their support or advocacy in a legal manner toward or in favor  
15 of the election of Plaintiffs GAETZ and GREENE, candidates for the U.S. House of  
16 Representatives.

17 **FACTS**

18 **PACIFIC HILLS EVENT CENTER AND CITY OF LAGUNA HILLS**

19 25. On or about July 8, 2021, Plaintiff PUT AMERICA FIRST entered into a  
20 contract with Pacific Hills Banquet and Catering (“Pacific Hills”) to host a political  
21 rally at the Pacific Hills facility on July 17, 2021.

1           26. On July 9, 2021, Rod Yacko, representing Pacific Hills, advised Plaintiff  
2 PUT AMERICA FIRST that it was cancelling the contract after the owners of Pacific  
3 Hills “receiv[ed] a barrage of phone calls and emails regarding the event.”

4                   **RIVERSIDE CONVENTION CENTER AND CITY OF RIVERSIDE**

5           27. Plaintiff PUT AMERICA FIRST subsequently entered into a contract on  
6 July 14, 2021, with Defendant RAINCROSS, the agent of Defendant RIVERSIDE, to  
7 rent the Riverside Convention Center, which is owned by Defendant RIVERSIDE, as  
8 the venue for its July 17, 2021, political rally.

9           28. On July 15, 2021, Plaintiff PUT AMERICA FIRST entered into an  
10 additional contract with the Police Department of Defendant RIVERSIDE for the  
11 provision of extra-duty police personnel to provide security for the July 17, 2021,  
12 political rally.

13           29. Following requests and threats from some members of the public and  
14 THIRD PARTY DEFENDANTS that Defendant RIVERSIDE’s City Council “call an  
15 emergency meeting and overturn[] the booking” on the ground that the political views  
16 expressed by Plaintiffs GREENE and GAETZ “aren’t welcome in Riverside,” and  
17 other demands that Defendant RIVERSIDE cancel the event, Defendant RAINCROSS  
18 notified Plaintiffs at 6:49 pm on Friday, July 16, 2021—less than 24 hours before the  
19 event was scheduled to begin—that it would be not “proceed with the event.”

20           30. Defendant RAINCROSS asserted that it was cancelling the event because  
21 the Certificate of Insurance was in the name of the Plaintiff GREENE FOR

1 CONGRESS, INC. rather than Plaintiff PUT AMERICA FIRST. RAINCROSS  
2 continued in this position even after being provided federal election filings and a legal  
3 opinion confirming coverage and even after the public information officer of  
4 RIVERSIDE had acknowledged that there was nothing in the contract that would  
5 allow for cancellation of the event.

6 31. On information and belief, Defendant RAINCROSS's assertion about the  
7 Certificate of Insurance was pretext; the true reason for the cancellation was because  
8 of hostility toward Plaintiffs' viewpoints by officials of Defendant RIVERSIDE and  
9 various THIRD PARTY DEFENDANTS.

10 32. RIVERSIDE Mayor Lock Dawson noted the event was a "divisive issue"  
11 in the City.

12 33. RIVERSIDE Mayor Pro Tem Gaby Plascencia noted that she had "been  
13 pushing to get [the event] cancelled" and that "these speakers are the antithesis of  
14 everything Riverside stands for."

15 34. RIVERSIDE City Council Member Ronaldo Flores asserted that he  
16 "voiced [his] opposition to the holding of [the] event" because of what he described as  
17 the "hateful and white supremacist rhetoric" by what he called "two well-known  
18 extremists," rhetoric which he asserted "has absolutely no place in our City."

19 35. Local residents urged RIVERSIDE's Mayor and City Council "to bring  
20 all possible pressure to bear on" Defendant RAINCROSS to "cancel this event,"  
21 threatened economic reprisal and even violence if the event was not cancelled, and

1 urged elected officials not to renew the RAINCROSS contract for management of the  
2 Riverside Convention Center.

3 36. Defendant LULAC threatened a “statewide/national boycott of the  
4 Riverside Convention Center and threatened to contact all organizations scheduled to  
5 hold events at the Center and request that they cancel their events if Defendants CITY  
6 OF RIVERSIDE and RAINCROSS did not cancel the Put America First event.

7 37. Defendant NAACP encouraged people to fraudulently reserve multiple  
8 tickets for the rally and then not attend, in order, upon information and belief, to  
9 deprive others of the opportunity to attend. Janice Rooths, of Defendant  
10 ANTIRACIST RIVERSIDE, urged “friends and allies” to act on the NAACP’s  
11 suggestion and forwarded the NAACP suggestion to Gaby Plascentia, member of the  
12 City Council of Defendant RIVERSIDE, who thanked her for her advocacy in getting  
13 the event cancelled.

14 38. Defendant LEAGUE OF WOMEN VOTERS RIVERSIDE asked that  
15 the Mayor and City Council of Defendant RIVERSIDE “demand that the Riverside  
16 Convention Center cancel its agreement to facilitate” the America First rally,  
17 threatened “repercussions,” and asked that City Officials “make the Convention  
18 Center staff fully aware of the price to be paid for hosting” the event.

19 **THE GRAND THEATER AND CITY OF ANAHEIM**

20 39. Plaintiff PUT AMERICA FIRST then contracted to host the event at The  
21 Grand Theater, a private venue located in Anaheim, California.

1           40. The contract between The Grand Theater and PUT AMERICA FIRST  
2 was signed by Jason Boles on behalf of PUT AMERICA FIRST at 11:49 p.m. on July  
3 16, 2021.

4           41. At 8:05 a.m. on July 17, 2021, Mike Lyster, spokesman for Defendant  
5 ANAHEIM, announced at @City\_of\_Anaheim, Defendant CITY OF ANAHEIM’s  
6 official Twitter account, that the decision by The Grand Theater to serve as the venue  
7 for the PUT AMERICA FIRST political rally was “not a decision by or supported by  
8 the City of Anaheim,” and that the City was “looking into this matter,” noting: “As a  
9 city we respect free speech but also have a duty to call out speech that does not reflect  
10 our city and its values.”

11           42. At 9:13 a.m. on July 17, 2021, Mr. Lyster announced on Defendant  
12 ANAHEIM’s official Twitter feed that “We continue to address this matter.”

13           43. Following public comments and threats urging city officials to find a way  
14 to force cancellation of the event, such as utilizing city codes or denying a permit,  
15 Oscar Ochoa, a code enforcement officer for Defendant ANAHEIM, placed a  
16 telephone call on the morning of July 17, 2021, to The Grand Theater, during which  
17 he threatened Daniel Untalan and Musa Madain, the owner and manager of The Grand  
18 Theater, respectively, that The Grand Theater’s conditional use permit would be “in  
19 jeopardy” if they did not cancel the event.

20           44. Following Ochoa’s threat, The Grand Theater cancelled the event at its  
21 facility, which had been scheduled to begin at 6:00 p.m. on July 17, 2021.

1           45. Ochoa then, by email, thanked Mr. Untalan and Mr. Madain “for taking  
2 the request of [his] office to prevent this unpermitted event.”

3           46. No permit was required for The Grand Theater to rent its facility for the  
4 PUT AMERICA FIRST political rally.

5           47. Ochoa was praised by Jose Moreno, an elected member of the City  
6 Council of ANAHEIM, which has policy-making authority for ANAHEIM, for his  
7 diligence in “communicating with the owner” of The Grand Theater and “helping the  
8 venue avert a nightmare for them, the surrounding neighborhood and our city.”

9           48. Mike Lyster, spokesman for Defendant ANAHEIM, confirmed that  
10 ANAHEIM officials pushed for the event to be cancelled because of the viewpoints of  
11 Congressmen Gaetz and Greene: “As a city we respect free speech but also have a  
12 duty to call out speech that does not reflect our city and its values,” he noted at 10:48  
13 am on July 17, 2021, in a post published at @City\_of\_Anaheim, the official Twitter  
14 page of Defendant ANAHEIM.

15           49. Plaintiffs were unable to find an alternate location to hold their political  
16 rally in the short time remaining before the scheduled start time, so instead held a  
17 small protest outside Riverside City Hall to protest the unconstitutional cancellation of  
18 their political rally in that City.

19           50. Plaintiffs are prepared to, and will, hold a political rally at a venue in  
20 Orange County or Riverside, should local officials be enjoined from discriminating  
21 against them on the basis of their viewpoints.

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**FIRST CAUSE OF ACTION**

**Viewpoint Discrimination by Defendants CITY OF RIVERSIDE and RAINCROSS HOSPITALITY MANAGEMENT CORP. in violation of the First Amendment and 42 U.S.C. § 1983**

51. Plaintiffs restate the allegations of paragraphs 1-50, inclusive, as if fully restated in this Cause of Action.

52. The Riverside Convention Center is a government-owned property, managed by Defendant RAINCROSS as “agent” for Defendant RIVERSIDE. Defendants RAINCROSS and RIVERSIDE are “state actors” for purposes of the United States Constitution and 42 U.S.C. § 1983.

53. Policy-making authority for Defendant RIVERSIDE is vested in the Mayor and City Council of RIVERSIDE and, to some extent related to the management of the RIVERSIDE-owned Riverside Convention Center, delegated to Defendant RAINCROSS.

54. Public property opened for lease by community groups must be available without regard to the viewpoint of the organization or the speaker.

55. Other political and advocacy organizations, including Defendant LULAC, and elected officials such as U.S. Senator Dianne Feinstein and former Governor Arnold Schwarzenegger, have held events at the Riverside Convention Center.

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1           62. Defendant ANAHEIM and its officials are “state actors” for purposes of  
2 the United States Constitution and 42 U.S.C. § 1983.

3           63. Defendant ANAHEIM, through its officials, threatened to put The Grand  
4 Theater’s conditional use permit “in jeopardy” if The Grand Theater did not cancel the  
5 event at The Grand Theater venue which Plaintiffs had contracted to rent.

6           64. Plaintiffs had a First Amendment right to hold the political rally and to  
7 lease a private venue in furtherance thereof.

8           65. Government officials may not threaten enforcement actions against a  
9 private venue because of the viewpoints expressed by lessees of the private venue.

10           66. Plaintiffs had a right under the First Amendment not to have officials of  
11 Defendant ANAHEIM coerce the private venue with which they had contracted to  
12 cancel the contract because of Plaintiffs’ viewpoints.

13           67. Defendant CITY OF ANAHEIM and its officials discriminated against  
14 Plaintiffs based on the viewpoint of the speakers and organizers of the event, thereby  
15 denying Plaintiffs their rights under the First Amendment.

16           68. ANAHEIM and its officials violated the rights of Plaintiffs under 42  
17 U.S.C. § 1983.

18           69. As a consequence of the event cancellation forced by threats by  
19 Defendant ANAHEIM and its officials, Plaintiffs suffered damages in non-refundable  
20 costs, lost revenues, lost support, and emotional distress in an amount to be  
21 determined, but at least \$50,000.



1           75. One or more of the Defendants committed an overt act in furtherance of  
2 the conspiracy, including but not limited to: a) Defendant RAINSCROSS's  
3 cancellation of the contract with Plaintiff PUT AMERICA FIRST; b) Defendant  
4 ANAHEIM's (through its code enforcement officer) threat to put the Grand Theatre's  
5 conditional use permit "in jeopardy" if the event was not cancelled; and c) threats by  
6 numerous THIRD PARTY DEFENDANTS at economic or political reprisal if the  
7 events in Riverside and Anaheim were not cancelled.

8           76. The overt acts taken by Defendants in furtherance of the conspiracy  
9 caused injury to Plaintiffs, including the deprivation of First Amendment rights, the  
10 loss of financial and political support from individuals who planned to attend the  
11 rallies, and emotional distress.

12           77. One or more of the Defendants were stimulated to force cancellation of  
13 the rallies by racial, ethnic, or religious motives, namely, their perceived view that  
14 Plaintiffs' GAETZ and GREENE espouse views that "put[] the Latino Community in  
15 harm's way," that would be a "stain on our multi-racial diverse city," that "spread[]  
16 hate against the Jewish faithful," that appeal to a "racist, angry, extremist group of  
17 radical, right-wing zealots," and that constitute "racist rhetoric."

18           78. One or more of Plaintiffs' anticipated audience members are members of  
19 a protected class who strongly objected to Defendants' efforts to bar them from  
20 hearing alternative viewpoints of interest to them and to their protected-class  
21 community.





1 lending their support to the re-election of members of Congress, in violation of 42  
2 U.S.C. § 1985.

3 4. A declaration that Defendants, and each of them, acted with malice,  
4 oppression, and wanton and intentional disregard for the law when they cancelled,  
5 coerced the cancellation of, or conspired to force the cancellation of, facility use  
6 contracts negotiated by Plaintiffs based on Plaintiffs' viewpoints.

7 5. An injunction prohibiting Defendants RIVERSIDE and RAINCROSS  
8 from denying a facilities use contract to Plaintiffs for future political rallies because of  
9 Plaintiffs' viewpoints.

10 6. An injunction prohibiting Defendant ANAHEIM from coercing private  
11 venues from entering into facilities use contracts with Plaintiffs for future political  
12 rallies because of Plaintiffs' viewpoints.

13 7. An injunction prohibiting THIRD PARTY DEFENDANTS from  
14 conspiring with any state actor to deprive Plaintiffs of their constitutional rights to  
15 Freedom of Speech and Association and from conspiring to prevent by force,  
16 intimidation, or threat any citizen who is lawfully entitled to vote from giving his  
17 support or advocacy in any legal manner toward or in favor of the re-election of  
18 GAETZ and GREENE, who are lawfully qualified for election as members of  
19 Congress.

20 8. For damages according to proof, including damages for emotional  
21 distress suffered by Plaintiffs.

1           9. For punitive damages against Defendants, and each of them, for acting  
2 with malice, oppression, and wanton disregard for the law in engaging in political  
3 viewpoint discrimination and conspiracy to deprive Plaintiffs of their civil rights.

4           10. For costs of suit including attorneys' fees.

5           11. For such other relief as is just and proper.

6  
7 DATED: July 13, 2023

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CONSTITUTIONAL COUNSEL GROUP

          /s/ Alexander H. Haberbush            
By ALEXANDER H. HABERBUSH  
Attorneys for Plaintiffs

1 JURY TRIAL DEMAND

2 Plaintiff demands a trial by jury on the on all issues triable by jury in this  
3 complaint.

4 DATED: July 13, 2023

5 CONSTITUTIONAL COUNSEL GROUP

6 /s/Alexander H. Haberbush

By ALEXANDER H. HABERBUSH

Attorneys for Plaintiffs

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