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11 CLAREMONT POLICE OFFICERS' ASSOCIATION

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

14 CLAREMONT POLICE OFFICERS'  
15 ASSOCIATION,

16 Plaintiff,

17 v.

18 CITY OF CLAREMONT;  
19 CLAREMONT CHAMBER OF  
20 COMMERCE; and DOES 1 through 10,

21 Defendants.

Case No.

**COMPLAINT FOR DAMAGES**

**1. VIOLATIONS OF THE  
RIGHT TO FREEDOM OF  
EXPRESSION, ASSOCIATION,  
AND ASSEMBLY UNDER THE  
CONSTITUTIONS OF THE  
UNITED STATES AND STATE  
OF CALIFORNIA – 42 U.S.C. §  
1983**

**U.S. Const. First and Fourteenth  
Amendments**

**Cal. Const. Art. I, § 2**

**DEMAND FOR JURY TRIAL**

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1 are unknown to Plaintiff who therefore sues such Defendants by such fictitious  
2 names pursuant to Code of Civil Procedure, § 474 et. seq.

3 8. Defendant DOES 1 through 10, were at all times alleged herein,  
4 employers, employees, agents, partners, servants and joint venturers of Defendant  
5 City or Defendant Chamber, and in some capacity were responsible for the  
6 wrongful acts complained of herein. Plaintiff is informed and believes that the  
7 DOE Defendants herein are California residents and will amend this Complaint to  
8 show their true names and capacities once they have been ascertained.

9 9. Each and all of the acts alleged herein were done by Defendants’  
10 employees, agents, and servants, under the authority and within the scope of their  
11 employment, with full knowledge and approval of the acts by the named  
12 Defendants.

13 10. Plaintiff, the CLAREMONT POLICE OFFICERS’ ASSOCIATION  
14 (the “POA”), is the recognized representative of the bargaining unit consisting of  
15 all: Police Recruits, Police Officers, Police Corporals, Communications Officers I  
16 and II, Evidence Technicians, Jailers, Senior Jailers, and Parking Enforcement  
17 Officers employed by the Claremont Police Department. Plaintiff can sue and be  
18 sued in its name.

19 FACTS

20 11. All facts stated herein in any one section are incorporated, reiterated, and  
21 realleged in every other section.

22 12. On or about October 22, 2011, Defendant City and Chamber held the 30<sup>th</sup>  
23 annual “Village Venture” in downtown Claremont. Based on information and  
24 belief, Defendants City and Chamber jointly plan, organize, and operate the event.

25 13. This yearly event is a known major attraction in the City of Claremont. It  
26 is essentially a “street fair”, which hosts hundreds of vendors who participate by  
27 setting up booths on pre-arranged “sites.” The attending vendors include private  
28 businesses and organizations of various types, independent artists and

1 craftspersons, food sellers, and public organizations. The event is held open to the  
2 public and widely advertised. On information and belief, it is estimated that over  
3 20,000 people attended the event on October 22, 2011.

4 14. Participating vendors must get permission to set up a booth from  
5 Defendant Chamber prior to the event, and are assigned a designated “site”.

6 15. Approximately two weeks before the event this year, Plaintiff’s  
7 President, Robert Ewing, contacted the Chamber to inquire about a site for Plaintiff  
8 POA. The POA had never before attended the event as a vendor participant.

9 16. Mr. Ewing spoke with Maureen Aldridge of the Chamber. Mrs. Aldridge  
10 is listed as a “staff member” of the Chamber. Based on information and belief,  
11 Mrs. Aldridge is principally in charge of processing and accepting vendor  
12 applications to attend the event, as well as assigning site locations to those vendors.

13 17. During their conversation, Mr. Ewing told Mrs. Aldridge that the POA  
14 wanted a site to set up a booth, with the intention of distributing material related to  
15 the POA’s position in the on-going contract negotiations between it and the City.  
16 Negotiations between the parties had been contentious, and the POA wanted to  
17 inform the public of their position. It was made abundantly clear to Mrs. Aldridge  
18 that the POA intended to engage in public speech regarding the negotiations at the  
19 event.

20 18. To Mr. Ewing’s inquiry about any required fee or cost to obtain a site,  
21 Mrs. Aldridge said that the POA did not have to pay the normally required fee.  
22 She said the POA could set up their site next to the Police Department’s  
23 “command post”. This “command post” was the place in which on-duty police  
24 officers assigned to the event would be stationed, but it also served as the Police  
25 Department’s “booth” or “site” for the event, from which it could participate like  
26 any of the other vendors. Mrs. Aldridge gave no other information or direction as  
27 to a site location for the POA.

28 19. On the day of the event, Mr. Ewing, along with a handful of other POA

1 members, set up their booth next to the Police Department’s command-post, as  
2 instructed by Mrs. Aldridge. However, they were told by Claremont Police Chief  
3 Paul Cooper that the POA was not allowed to have their booth at that location. In  
4 response, they set up their booth a short distance away and commenced their  
5 political speech activities, consisting of handing out flyers and speaking to  
6 inquiring event attendees about the on-going negotiations with the City.

7 20. Approximately a half-hour after the POA set up their booth at this  
8 location, and while they were engaging in their political speech, Colin Tudor,  
9 assistant to the City Manager, walked by their booth and specifically observed the  
10 POA members’ activities.

11 21. Immediately after Mr. Tudor had left, Mrs. Aldridge came to the POA’s  
12 booth with a Police Department Sergeant, and told the POA members that they  
13 could not have their booth at this second location either. When asked where the  
14 POA should move their booth, Mrs. Aldridge said there were no more acceptable  
15 locations, and that they could not have a booth at the event at all. This despite  
16 having secured a location two weeks prior to the event, and following all of the  
17 instructions given to them by Mrs. Aldridge.

18 22. The POA members complied with Mrs. Aldridge’s order, and packed up  
19 their booth.

20 **FIRST CAUSE OF ACTION**

21 ***Violation of the Right to Freedom of Expression, Association, and***  
22 ***Assembly – First and Fourteenth Amendments of the Constitution of the United***  
23 ***States of America, 42 U.S.C. § 1983, and the Constitution of the State of***  
24 ***California, Art. I § 2***

25 ***Against all Defendants***

26 23. Plaintiff re-alleges each and every preceding paragraph as though set  
27 forth in full here.

28 24. In doing the things alleged to have been done, Defendants, acting under

1 the color of state law, violated Plaintiff's and Plaintiff's members' constitutional  
2 right to expression, association, and assembly granted by the Constitutions of the  
3 United States of America and the State of California. Defendants severely  
4 burdened the Constitutional rights of Plaintiff and its members in an attempt to tilt  
5 public debate in its preferred direction.

6 25. In disallowing Plaintiffs to maintain a booth at the Village Venture, a  
7 public event freely and openly accessible to the public, Defendants acted to chill  
8 the POA's political speech in direct response to Plaintiffs' activities in speaking to  
9 the public about the on-going contract negotiations with the City and handing out  
10 political literature. All of Plaintiff's members in question spoke on a matter of  
11 public concern, as individuals and members of Plaintiff organization, in civilian  
12 clothes, and not as part of their official duties.

13 26. Based on information and belief, the City exerted pressure on the  
14 Chamber to remove Plaintiffs from the public event. Where the government may  
15 not prohibit certain speech, it also may not threaten to exert economic pressure on  
16 a private employer in order to produce a result which the government could not  
17 command directly.

18 27. The acts of Defendants, and each of them, were done by Defendants  
19 under color of state law and as policy making authorities to which Defendant City  
20 delegated its governing powers in the subject matter areas in which these actions or  
21 decisions were taken or customs and practices followed. The acts described above  
22 were taken by individuals employed by the Chamber and City as official  
23 designated policy makers charged with such responsibility. It was or should have  
24 been plainly obvious to any reasonable policy making official of City that the acts  
25 of Defendants as alleged herein, taking singly or in conjunction, directly violated  
26 and continued to violate Plaintiffs' clearly established constitutional and statutory  
27 rights. Defendants had no rational or compelling interest in so violating the  
28 constitutional rights of Plaintiff and its members.

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28. In doing the things alleged herein, Defendants acted with malicious intent to violate Plaintiffs' rights, or at least in conscious, reckless, and callous disregard of Plaintiffs' rights and to the injurious consequences likely to result from a violation of said rights. General and special damages are sought according to proof.

**WHEREFORE**, Plaintiff prays for judgment against Defendants as follows:

1. General, compensatory, special, and punitive damages according to proof;
2. That this Court declare that Defendants have violated Plaintiffs' Constitutional rights;
3. For attorney's fees and costs of suit as permitted by law;
4. For each other and further relief as the Court deems just and proper.

Dated: December 14, 2011

LACKIE, DAMMEIER & MCGILL APC

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Dale G. Nowicki  
Michael A. McGill  
*Attorneys for Plaintiff,*  
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**DEMAND FOR TRIAL BY JURY**

Plaintiff hereby demands a trial by jury.

Dated: December 14, 2011

LACKIE, DAMMEIER & MCGILL APC

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Michael A. McGill  
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