

Jonathan Riches (025712)
Timothy Sandefur (033670)
John Thorpe (034901)
**Scharf-Norton Center for Constitutional Litigation at the
GOLDWATER INSTITUTE**
500 E. Coronado Rd.
Phoenix, Arizona 85004
(602) 462-5000
litigation@goldwaterinstitute.org

Attorneys for Plaintiff

**IN THE SUPERIOR COURT OF THE STATE OF ARIZONA
IN AND FOR THE COUNTY OF MARICOPA**

BRAMLEY PAULIN,

Plaintiff,

vs.

KATE GALLEG0, in her official capacity
as Mayor of the City of Phoenix; JEFF
BARTON, in his official capacity as City
Manager of the City of Phoenix; and CITY
OF PHOENIX, a municipal corporation of
the State of Arizona,

Defendants,

Case No. CV2023-000409

**VERIFIED COMPLAINT FOR
DECLARATORY AND
INJUNCTIVE RELIEF**

INTRODUCTION

1. This lawsuit challenges Phoenix City Council Resolution 22073 (“Resolution”), a “Resolution Declaring 2023 National Football League (NFL) Super Bowl Activities Held in Downtown Phoenix as Special Promotional and Civic Events,” because the Resolution violates the constitutional rights of Phoenix residents and business owners by imposing a blanket ban on temporary signage the content of which has not been approved by the City and two private corporations, the National Football League (“NFL”) and the Arizona Super Bowl Host Committee (“Host Committee”).

2. The Resolution was adopted on October 12, 2022, by the Phoenix City Council. The Resolution establishes a “Special Promotional and Civic Event Area” (“Clean Zone”) covering nearly two square miles, including most of downtown Phoenix.

1 3. For the three-week period before Super Bowl LVII (“Super Bowl”)
2 and the one-week period after the Super Bowl, the Resolution “will restrict all
3 temporary signage within the Special Promotional and Civic Event Area that has
4 not been authorized by the NFL or the Arizona Super Bowl Host Committee.”

5 4. Arizona’s Constitution guarantees its residents the right to speak
6 freely, a right broader than the free-speech rights guaranteed under the First
7 Amendment to the U.S. Constitution. Ariz. Const. art. II, § 6. Like its federal
8 counterpart, Arizona’s right to “speak freely” includes the right to display
9 messages on signs free from government censorship. The Resolution violates
10 Arizonans’ right to speak freely by imposing a prior restraint on any temporary
11 sign within the Clean Zone unless that sign’s content has been pre-approved by the
12 City, the NFL, and the Host Committee. The Resolution also violates Arizonans’
13 right to speak freely by imposing vague, overbroad restrictions that chill residents
14 and business owners from expressing messages on temporary signs.

15 5. Arizona’s Constitution also guarantees its residents the right to due
16 process of law. Ariz. Const. art. II, § 4. Like its federal counterpart, this right
17 includes the right not to be subject to vague laws and the right not to be deprived of
18 a liberty or property interest without adequate procedures. The Resolution violates
19 Arizonans’ right to due process by enacting a broad and vague censorship regime
20 for “temporary signage” and giving unaccountable private corporations unfettered
21 authority to implement that regime, without any substantive or procedural
22 safeguards.

23 6. Arizona’s Constitution also guarantees that Arizonans will have a
24 government with a separation of transparent and accountable powers. Through the
25 separation of powers, governmental power is constrained, and the rights of
26 Arizonans better guaranteed. The Resolution violates the separation of powers by
27 improperly delegating broad powers to private corporations, which are not subject
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1 to the ordinary mechanisms by which citizens ensure their governments are accountable
2 and transparent.

3 **PARTIES, JURISDICTION, AND VENUE**

4 7. Plaintiff Bramley Paulin (“Plaintiff”) is a resident of Maricopa County,
5 State of Arizona. He owns property within the Clean Zone.

6 8. Defendant Kate Gallego is the Mayor of the City of Phoenix and is sued in
7 her official capacity only.

8 9. Defendant Jeff Barton is the City Manager of the City of Phoenix and is
9 sued in his official capacity only.

10 10. Defendant City of Phoenix (“City”) is a municipal corporation organized
11 under the laws of the State of Arizona.

12 11. Jurisdiction over this action and its claims is proper pursuant to A.R.S.
13 §§ 12-123, 12-1831, and 12-1801.

14 12. Venue is proper pursuant to A.R.S. § 12-401.

15 **FACTS COMMON TO ALL CLAIMS**

16 **The Resolution**

17 13. On October 12, 2022, the Phoenix City Council adopted the Resolution.

18 14. In relevant part, the Resolution declared a “Special Promotional and Civic
19 Event Area,” or Clean Zone, covering a nearly two-square-mile area of downtown
20 Phoenix stretching approximately from Lincoln Street to McDowell Road, and from
21 Seventh Avenue to Seventh Street. *See* Resolution 22073 attached as Exhibit 1.

22 15. Within the Clean Zone, the Resolution “will restrict all temporary signage
23 ... that has not been authorized by the NFL or the [Host Committee],” for a period from
24 three weeks before the Super Bowl (scheduled for February 12, 2023) until one week after
25 the Super Bowl.

26 16. The Resolution contains no additional details or guidance for what kinds of
27 signage applications will be approved or standards for how the NFL and the Hosting
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1 Committee are to exercise their discretion in “authoriz[ing]” temporary signage
2 applications.

3 17. The Resolution does not define “temporary signage.”

4 18. The City’s Zoning Ordinance defines “temporary sign” as “[a]ny sign
5 or advertising display intended to be displayed for a period of less than six months
6 or for such period as may be established in a use permit.” Phoenix Zoning Ord. §
7 202. It also defines “sign” as “[a]ny identification, description, illustration, symbol,
8 or device which is affixed directly or indirectly upon a building, vehicle, structure,
9 or land and which identifies or directs attention to a product, place, activity, person,
10 institution, or business.” *Id.*

11 19. The Resolution does not indicate whether its restriction on
12 “temporary signage” is to be read in light of the Zoning Ordinance or any other
13 provisions in the City Code.

14 20. The City’s communications regarding the Resolution’s signage
15 restrictions have sometimes been confusing and contradictory.

16 21. For example, one City webpage states that “[b]usinesses that fall
17 within the ‘Clean Zone’ must remove all their current temporary signage by
18 October 31,” and that “[n]ew temporary signs that will be displayed between
19 November 1, 2022, and February 19, 2023, require Arizona Super Bowl Host
20 Committee approval.”¹

21 22. Another webpage, however, says (consistent with the Resolution)
22 that enforcement will begin January 15, 2023.²

23 23. Although the City has not provided rules or standards to guide the
24 enforcement of the Resolution’s temporary signage restrictions, City spokespeople
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26
27 ¹ Phoenix City Manager’s Office, *Super Bowl 2023 Small Business Support* (Nov. 2,
2022), <https://www.phoenix.gov/newsroom/city-manager/2503>.

28 ² Clean Zone 101 Fact Sheet, <https://dtphx.org/wp-content/uploads/2022/11/Clean-Zone-101.pdf> (emphasis added).

1 have stated that the purpose of the Resolution is to prevent signs from displaying
2 messages that are unfavorable to the NFL or the Hosting Committee.

3 24. For example, at a “Super Bowl LVII Small Business Permitting and
4 Licensing Workshop” on November 2, 2022, a City spokesperson stated:
5 “Obviously, the NFL sponsors are making a huge financial commitment to
6 be one of those designated sponsors and we need to provide that protection
7 to those sponsors in the downtown area where a lot of the Super Bowl
8 events are happening.”³

9 25. Another City spokesperson at the same meeting stated that any promotional
10 outdoor items with non-NFL-approved logos or products, such as promotional patio
11 umbrellas and chairs, pennant signs, and flags from non-NFL-approved vendors would be
12 considered “temporary signage,” and these items would be not be approved for display.⁴

13 26. The City’s presentation at this meeting also included a slide stating that a
14 purpose of the Resolution is to “Protect NFL Super Bowl Sponsors.”⁵

15 27. The City stated in a resource for downtown business owners, “Permit
16 applications can not [sic] be approved for *materials that display the logos for Super Bowl*
17 *sponsor competitors* and non-licensed use of the Super Bowl LVII trademark.”⁶

18 28. The deadline for submitting a temporary signage application was December
19 15, 2022.

20 29. Temporary signage applications required applicants to provide details about
21 the type of signage they wished to display and the content of the proposed signage.

22 30. On information and belief, the City has denied temporary signage
23 applications on the grounds that the NFL or the Hosting Committee disapproved of the
24 proposed sign’s content.

25
26 ³ Super Bowl LVII Small Business Permitting and Licensing Workshop (10:45 AM Nov.
2, 2022) at 7:30-7:45, <https://www.phoenix.gov/newsroom/ced/2549>.

27 ⁴ *Id.* at 17:00.

28 ⁵ *Id.* at 7:11.

⁶ Clean Zone 101 Fact Sheet, <https://dtphx.org/wp-content/uploads/2022/11/Clean-Zone-101.pdf> (emphasis added).

1 **Plaintiff's Attempts to Exercise His Speech Rights**

2 31. The Host Committee has selected the Margaret T. Hance Park as the
3 site for a multi-day outdoor festival during the week leading up to the Super Bowl.⁷

4 32. This festival “will include an immersive fan experience with live
5 music, entertainment, local cuisine, and multicultural celebrations.”⁸

6 33. On information and belief, upwards of 1.5 million people are
7 expected to attend the festival at Hance Park during the week leading up to the
8 Super Bowl.

9 34. Plaintiff owns two pieces of property in downtown Phoenix,
10 including a property at the intersection of First Street and Moreland, near Hance
11 Park.

12 35. Plaintiff hopes to erect temporary signage on his properties in
13 downtown Phoenix, particularly the property near Hance Park, in order to exercise
14 his constitutional free speech rights and to take advantage of the high public
15 visibility any such signage would garner during Super Bowl-related festivities.

16 36. To this end, Plaintiff has contacted potential business partners to
17 discuss the possibility of advertising on his properties. These discussions, however,
18 have proved fruitless, as the potential business partners have informed Plaintiff that
19 his property “is in the clean zone for the NFL,” and that “non-NFL partners” may
20 not advertise within the Clean Zone. *See* Paulin/Coca-Cola emails, attached as
21 Exhibit 2.

22 37. To date, Plaintiff has been unable to reach an advertising agreement
23 because of the Resolution’s ban on temporary signage and because of the
24 understanding, confirmed by the text of the Resolution and public statements by
25
26

27 ⁷ *Phoenix’s Margaret T. Hance Park Selected as Super Bowl LVII Outdoor Festival Week*
28 *Location*, City of Phoenix (June 29, 2022), <https://www.phoenix.gov/newsroom/parks-and-recreation/2400>.

⁸ *Id.*

1 City officials, that no signage will be allowed whose message conflicts with the interests
2 of the NFL or promotes a “non-NFL partner.”

3 38. Because Plaintiff has been unable to reach an advertising agreement,
4 he cannot complete an application for a temporary signage permit, as this
5 application would require details about the proposed signage that Plaintiff has not
6 yet been able to determine.

7 39. Plaintiff has been trying for over two months to resolve these problems in
8 communications with City and Hosting Committee staff, without success.

9 40. On December 13, 2022, Plaintiff sent a letter to the City through his
10 attorneys. Kriegh Letter attached as Exhibit 3. In this letter, Plaintiff stated that he was
11 suffering substantial harm from the City's passage and enforcement of the Resolution,
12 which denied him his constitutional rights. He requested written assurance from the City
13 that he, and any person approved by him, could “advertise on his property without
14 unreasonable restriction and without any input or review by the NFL or the Super Bowl
15 Host Committee.”

16 41. Plaintiff, together with hundreds of other downtown Phoenix business
17 owners and thousands of residents, is already suffering the deprivation of his
18 constitutional rights with each passing day.

19 42. Moreover, as the Super Bowl is set for February 12, 2023, Plaintiff will lose
20 any opportunity to display his signs, and will be unable to remedy his injuries afterward, if
21 he receives no relief by that time.

22 **CONSTITUTIONAL VIOLATIONS**

23 **COUNT ONE: FREE SPEECH**

24 43. Plaintiff incorporates by reference all preceding allegations.

25 44. The Arizona Constitution broadly protects the right to free expression:
26 “Every person may freely speak, write, and publish on all subjects, being responsible for
27 the abuse of that right.” Ariz. Const. art. II, § 6.
28

1 45. The Arizona Constitution’s protection for free speech “provides
2 broader protections for free speech than the First Amendment.” *Brush & Nib*
3 *Studio, LC v. City of Phoenix*, 247 Ariz. 269, 281 ¶ 45 (2019).

4 46. Consequently, “a violation of First Amendment principles
5 ‘necessarily implies’ a violation of the broader protections of article 2, section 6 of
6 the Arizona Constitution,” *id.* at 282 ¶ 47, but a law that does not violate the First
7 Amendment may still violate the Arizona Constitution.

8 47. The Resolution imposes a blanket prior restraint on an entire category
9 of speech—temporary signage—and conditions the approval of temporary signage
10 on content-based review of signage applications by the City and two private
11 corporations. While municipalities have some discretion to constitutionally
12 regulate signage, they may not prohibit signage based on a sign’s content or
13 message. *See Reed v. Town of Gilbert*, 576 U.S. 155, 173 (2015).

14 48. The City has no legitimate interest in economic protectionism or in
15 censoring speech that a private corporation, such as the NFL or the Hosting
16 Committee, finds unfavorable.

17 49. The Resolution is also not narrowly tailored because it bans *all* signs,
18 unless they are preapproved by the City and two private corporations.

19 50. The Resolution is overbroad in reference to any conceivable state
20 interest in regulating signage, as it facially applies to all sorts of temporary signage,
21 regardless of whether the signage is commercial, Super Bowl-related, trademark-
22 infringing, or any other distinction among types of signage.

23 51. The Resolution’s vagueness, including but not limited to its failure to
24 define “temporary signage,” chills the exercise of free speech rights by residents
25 and businesses in the Clean Zone.

26 52. As a direct and proximate result of the Resolution, Plaintiff is
27 suffering, and will suffer in the future, irreparable harm to his free-speech rights
28 under the Arizona Constitution.

1 53. Plaintiff has no adequate legal, administrative, or other remedy by which to
2 prevent or minimize this harm. Unless Defendants are enjoined from implementing and
3 administering the Resolution, Plaintiff and others similarly situated will continue to suffer
4 great and irreparable harm.

5 **COUNT TWO: DUE PROCESS**

6 54. Plaintiff incorporates by reference all preceding allegations.

7 55. The Arizona Constitution guarantees the rights of Arizonans to due process
8 of law: “No person shall be deprived of life, liberty, or property without due process of
9 law.” Ariz. Const. art. II, § 4.

10 56. Due process under the Arizona Constitution ensures that Arizonans will not
11 be subject to unconstitutionally vague laws. “A statute is unconstitutionally vague if it
12 fails to provide persons of ordinary intelligence a reasonable opportunity to know what is
13 prohibited and fails to contain explicit standards of application to prevent arbitrary and
14 discriminatory enforcement.” *State v. George*, 233 Ariz. 400, 402 ¶ 9 (App. 2013)
15 (citation and internal marks omitted).

16 57. The Resolution is unconstitutionally vague, and therefore violates due
17 process, because it lacks any substantive standards to guide the approval process for
18 temporary signage. Thus, it fails to give residents fair notice of how to comply with the
19 law and invites arbitrary exercise of power by the officials charged with administering the
20 law.

21 58. Due process under the Arizona Constitution also ensures that Arizonans will
22 not be deprived of liberty or property interests without adequate procedural safeguards.
23 This requires, at a minimum, that “rights and property are not taken by governmental
24 authority without notice and an opportunity for hearing.” *Elia v. Ariz. Bd. of Dental*
25 *Exam’rs*, 168 Ariz. 221, 228 (App. 1990).

26 59. The Resolution lacks adequate procedural safeguards, and therefore violates
27 due process, because it deprives Arizonans of the right to speak and to place signage on
28 their property without affording them an opportunity to be heard meaningfully, to

1 challenge the decisions of the NFL or the Host Committee, to receive a reasoned
2 explanation of those decisions, or to seek meaningful review of those decisions.

3 60. As a direct and proximate result of the Resolution, Plaintiff is suffering, and
4 will suffer in the future, irreparable harm to his due process rights under the Arizona
5 Constitution.

6 61. Plaintiff has no adequate legal, administrative, or other remedy by which to
7 prevent or minimize this harm. Unless Defendants are enjoined from implementing and
8 administering the Resolution, Plaintiff and others similarly situated will continue to suffer
9 great and irreparable harm.

10 **COUNT THREE: UNCONSTITUTIONAL DELEGATION**

11 62. Plaintiff incorporates by reference all preceding allegations.

12 63. The Arizona Constitution guarantees that Arizonans will live under a
13 government that is limited in power, accountable to the people, and transparent. To
14 this end, the Arizona Constitution provides that “no one [government department]
15 shall exercise the powers properly belonging to either of the others.” Ariz. Const.
16 art. III. Likewise, it holds that “[a]ll political power is inherent in the people, and
17 governments derive their just powers from the consent of the governed, and are
18 established to protect and maintain individual rights.” *Id.* art. II, § 2.

19 64. For these reasons, a statute, ordinance, or resolution may delegate
20 governmental power only if “it contains reasonably definite standards which
21 govern the exercise of the power, and ... procedural safeguards in the nature of a
22 right of review are provided.” *Schechter v. Killingsworth*, 93 Ariz. 273, 285 (1963).

23 65. By failing to provide any standards to guide decision-makers’
24 discretion whether to approve temporary signage applications, the Resolution
25 unconstitutionally delegates power and violates the separation-of-powers principles
26 enshrined in the Arizona Constitution.

27 66. The Arizona Constitution’s separation-of-powers principles also
28 forbid governmental entities from delegating power to unaccountable private

1 actors. “[I]t is a well-established theory that a legislature may not delegate its authority to
2 private persons over whom the legislature has no supervision or control.” *Emmett*
3 *McLoughlin Realty, Inc. v. Pima Cnty.*, 203 Ariz. 557, 559 ¶ 7 (App. 2002) (quoting
4 *Indus. Comm’n v. C & D Pipeline, Inc.*, 125 Ariz. 64, 66 (App. 1979)).

5 67. The Resolution further violates the separation of powers by giving the NFL
6 and the Hosting Committee unchecked power to make decisions about Arizonans’
7 constitutional rights, without the panoply of safeguards by which citizens can hold their
8 governments accountable, such as public hearings, records requests, and elections.

9 68. As a direct and proximate result of the Resolution, Plaintiff is suffering, and
10 will suffer in the future, irreparable harm to his rights under the Arizona Constitution to
11 limited, accountable, transparent government.

12 69. Plaintiff has no adequate legal, administrative, or other remedy by which to
13 prevent or minimize this harm. Unless Defendants are enjoined from implementing and
14 administering the Resolution, Plaintiff and others similarly situated will continue to suffer
15 great and irreparable harm.

16 **REQUEST FOR RELIEF**

17 For his relief, Plaintiff respectfully requests that this Court take the following
18 actions:

19 A. Preliminarily and permanently enjoin Defendants from administering and
20 enforcing the Resolution in its entirety and against Plaintiff;

21 B. Enter a judgment declaring the Resolution unconstitutional and unlawful in
22 its entirety and as against Plaintiff;

23 C. Award Plaintiff his costs pursuant to A.R.S. § 12-341, and attorney fees
24 pursuant to the private attorney general doctrine; and

25 D. Award such other and further relief as may be just and equitable.
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RESPECTFULLY SUBMITTED this 9th day of January 2023.

GOLDWATER INSTITUTE

/s/ John Thorpe
Jonathan Riches (025712)
Timothy Sandefur (033670)
John Thorpe (034901)
Scharf-Norton Center for
Constitutional Litigation at the
GOLDWATER INSTITUTE
500 E. Coronado Rd.
Phoenix, Arizona 85004

Attorneys for Plaintiff

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VERIFICATION

I, Bramley Paulin, declare under penalty of perjury that I am the Plaintiff in the action entitled *Paulin v. City of Phoenix, et al.* I verify that the facts stated in the foregoing Verified Complaint related to CAP are true and correct to the best of my knowledge, information, and belief.

Dated this 5th day of January 2023.



Bramley Paulin

RESOLUTION 22073

A RESOLUTION DECLARING 2023 NATIONAL FOOTBALL LEAGUE (NFL) SUPER BOWL ACTIVITIES HELD IN DOWNTOWN PHOENIX AS SPECIAL PROMOTIONAL AND CIVIC EVENTS.

WHEREAS, the City Council adopted Resolution 21987 and declared that for the three-week period before the National Football League (NFL) 2023 Super Bowl (Super Bowl LVII) on Sunday, February 12, 2023 and the one-week period after Super Bowl LVII, all official NFL events and other NFL and Arizona Super Bowl Host Committee-sanctioned activities that are held in the Special Promotional and Civic Event area in downtown Phoenix will be considered special promotional and civic events for the purposes of the Phoenix Zoning Ordinance.

WHEREAS, it is anticipated that certain events and activities related to Super Bowl LVII will take place in downtown Phoenix in the weeks before and after the event. These events and activities will bring significant revenue and media exposure to the City of Phoenix during the event period. Phoenix Zoning Ordinance, Section 705.F.1.b, provides that advertising devices otherwise prohibited by the Zoning Ordinance may be erected in the Downtown Redevelopment Area, subject to a use permit, in conjunction with special promotional events of a civic or commercial nature. By declaring the NFL and the Arizona Super Bowl Host Committee sanctioned activities

Exhibit 1

as special promotional and civic events, the Resolution allows the NFL, the NFL-approved sponsors, and the Arizona Super Bowl Host Committee to advertise official events in the Promotional and Civic Event Area by use of signs, banners and similar devices. This action will not impact any existing permitted permanent signs in downtown. This declaration will restrict all temporary signage within the Special Promotional and Civic Event Area that has not been authorized by the NFL or the Arizona Super Bowl Host Committee during the above-mentioned time period in order to support NFL event related activities.

WHEREAS, The Special Promotional and Civic Event area in Resolution 21987 must be modified to better align with the Super Bowl related activities

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PHOENIX
as follows:

SECTION 1. Resolution 21987 adopted by the City Council on January 26, 2022 is superseded by this Resolution.

SECTION 2. For the three-week period before the Super Bowl LVII event and the one week after Super Bowl LVII, all official events and other NFL-sanctioned activities that are held in the Special Promotional and Civic Event Area will be considered special promotional or civic events and are hereby declared to be "special promotional event" as that term is used in the Phoenix Zoning Ordinance section 705, subsection F, paragraph 1, subparagraph b.

PASSED by the Council of the City of Phoenix this 12th day of October,
2022.




MAYOR

ATTEST:


Denise Archibald, City Clerk

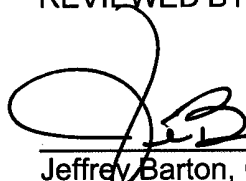
APPROVED AS TO FORM:
Cris Meyer, City Attorney


BY: _____

Deryck R. Lavelle, Assistant Chief Counsel

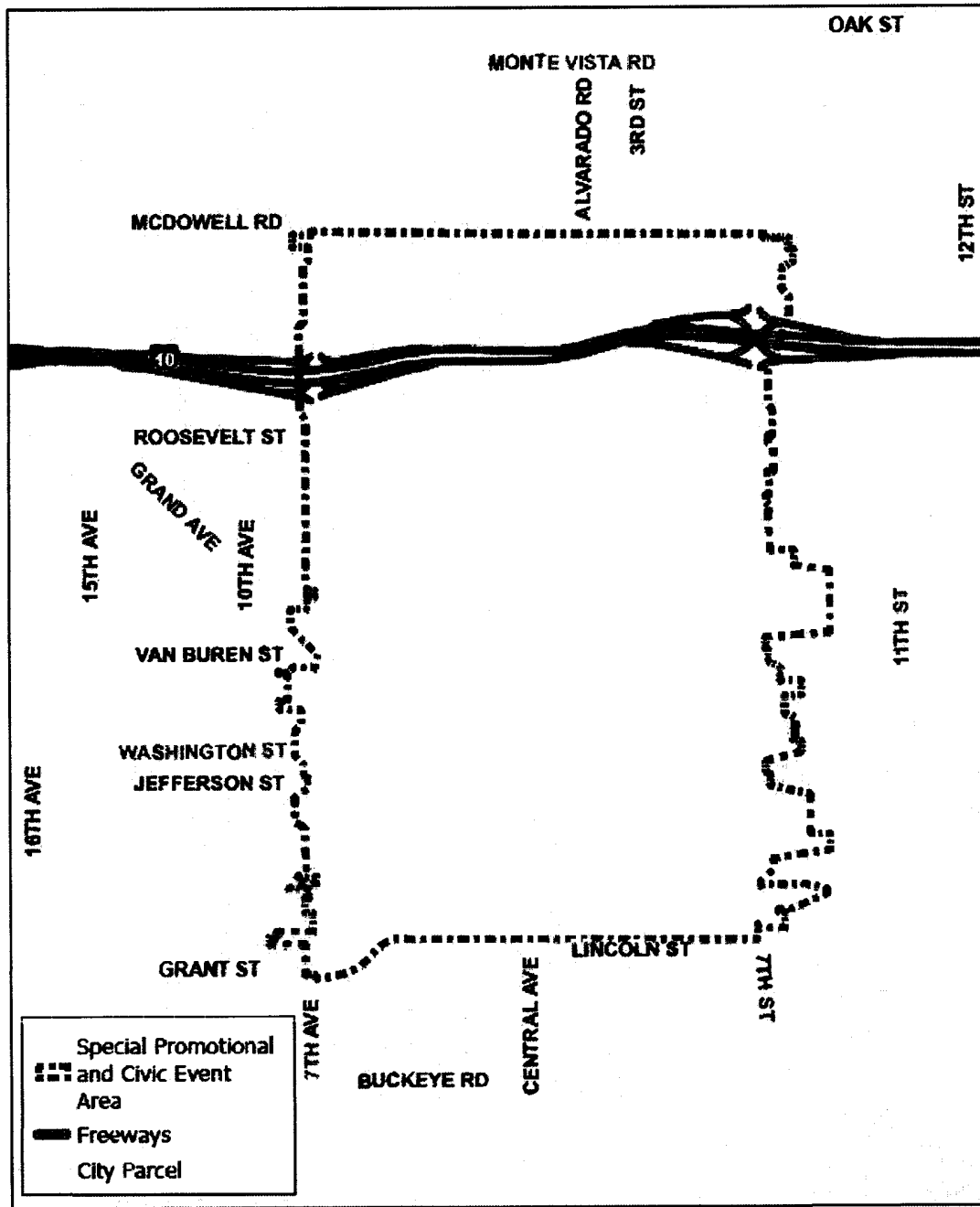
REVIEWED BY:

Pml


Jeffrey Barton, City Manager

PML:am:LF22-1558:10/12/22:2339529_1

Special Promotional and Civic Event Area



From: John Mount <johnmount@coca-cola.com>
Subject: Re: Coca-Cola - Super Bowl Music Fest 2023 in Phoenix
Date: October 13, 2022 at 4:22:23 PM MST
To: Bramley Paulin <bramleypaulin@cox.net>

Oh I will check with the NFL and see if we have clearance. If we do I will see if our brand teams have any interest in pursuing an opportunity.

-John
Coca-Cola
North America Operating Unit
(C) 513.638.0902

On Oct 13, 2022, at 7:19 PM, Bramley Paulin <bramleypaulin@cox.net> wrote:

John

I just want to provide clarity that the Super Bowl music festival is not located within the City of Glendale and is many miles from the stadium where the Super Bowl will be played on February 12., 2023.

If I could provide you with certainty that a legal "clear zone" does not apply to the location or to the leasing of my property, would Coca-Cola be interested in leasing my property for the duration of the music festival scheduled for February 8-12, 2023, or longer?

Exhibit 2

Bramley

On Oct 13, 2022, at 4:08 PM, John Mount
<johnmount@coca-cola.com> wrote:

We cant activate within the clean zone – given your proximity to the music fest, I am 100% certain, non-NFL partners can activate there. See the attached article

https://link.edgepilot.com/s/6bc941a5/rY6bgIc7Uk_Z4uS3Mpv44w?u=https://www.abc15.com/sports/clean-zones-will-be-in-place-for-super-bowl-around-state-farm-stadium

Classified - Confidential

From: Bramley Paulin <bramleypaulin@cox.net>
Sent: Thursday, October 13, 2022 2:02 PM
To: John Mount <johnmount@coca-cola.com>
Subject: Re: Coca-Cola - Super Bowl Music Fest 2023 in Phoenix

Hi John

My understanding of Clean Zone refers to public rights of way and or the use of the words Super Bowl & NFL. I can't find any legal prohibition of the use of private property to haven or move Powerade trucks on site to distribute Powerade products and marketing materials to the general public. Nowhere will Super Bow or NFL be used.

On Oct 13, 2022, at 10:24 AM, John Mount
<johnmount@coca-cola.com> wrote:

Received – biggest challenge is that your location is in the clean zone for the NFL which means we will receive a cease and desist letter for doing anything in that location. We will have to pass. THANK YOU for considering us. My reco is that you use your property with an official NFL sponsor.

Classified - Confidential

From: Bramley Paulin
<bramleypaulin@cox.net>
Sent: Thursday, October 13, 2022 12:03 PM
To: John Mount <johnmount@coca-cola.com>
Subject: Coca-Cola - Super Bowl Music Fest
2023 in Phoenix

ATTENTION: This email was sent from outside the company. Do not click links or open files unless you know it is safe. Forward malicious emails to phish@coca-cola.com.

Good afternoon John

As a follow up to our brief phone conversation, I am submitting this email.

I am trying to reach the person who oversees Coca-Cola's marketing and special events. As you may know, the NFL's Super Bowl will be in Phoenix in February 2023. Leading up to the Super Bowl, the NFL has several major events that will engage the public, including a multi-day music festival that will be held in downtown Phoenix's Margaret T. Hance Park. This music festival is open to the general public and will have several major named performers (the names have not yet been made public) along with other activities and vendors for the community attendees. Festival attendance is expected to exceed 1.5 million guests over multiple days.

This NFL festival surrounds my property on 3-sides. While I am not directly related with the NFL, the distance from the festival area from my property is the thickness of a chain link fence. See NFL music festival area map attached indicating the location of my site.

I would like to provide Coca-Cola's Powerade, or other brands, with this exceptional opportunity to utilize my property at this prime location to market its brands & products to the attendees during this amazing Super Bowl event. This allows Powerade to market directly to the Super Bowl crowd without being an

official Super Bowl sponsor.

Would you please provide this information to the appropriate special events person within Coca-cola so we can discuss further the specifics of this great marketing opportunity.

Please confirm your receipt of this email.

Thank you

Bramley Paulin

(602) 918-2998

bramleypaulin@cox.net

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be analyzed for known threats. If a known threat is found, you will not be able to proceed to the destination. If suspicious content is detected, you will see a warning.



December 13, 2022

Via Certified Mail & Email

Ms. Julie Kriegh, City Attorney
City of Phoenix
200 West Washington Street
13th Floor
Phoenix, AZ 85003
Julie.kriegh@phoenix.gov

Re: Super Bowl Clean Zone

Dear Ms. Kriegh:

Our office represents Bramley Paulin, a Phoenix resident and business owner who owns two pieces of property within the “Special Promotional and Civic Event Area” the City of Phoenix recently established in connection with the 2023 Super Bowl.

Mr. Paulin would like to lease out his property during the upcoming Super Bowl activities, including for the placement of temporary signage on his property before, during, and after the Super Bowl. The City, however, has imposed access restrictions that are so stringent as to render the leasing and use of the property virtually impossible. In addition, the City recently passed Resolution 22073, which “restrict[s] all temporary signage within the Special Promotional and Civic Event Area that has not been authorized by the NFL or the Arizona Super Bowl Host Committee.” We gather that these restrictions cover virtually all of downtown Phoenix, they are already being enforced, and they will remain in force through Sunday, February 19, 2023.

When Mr. Paulin reached out to potential partners about the possibility of leasing and advertising on his property, the potential partners immediately rejected his proposal because the city-imposed “Clean Zone” and the City’s temporary signage restrictions forbid any advertising not approved by the NFL and the Super Bowl Host Committee. We understand that the City has stated in various guidance, including a letter dated June 10, 2022, that “no temporary sign permits will be issued without the approval of the NFL, Arizona Super Bowl Host Committee, and City beginning on November 1, 2022.”

The City's restriction on temporary signage violates state and federal constitutional provisions protecting freedom of speech, as it is overbroad, a prior restraint, and a content-based regulation. The ordinance also violates constitutional guarantees regarding due process and improper delegation of government power by broadly authorizing two private entities—the NFL and the Arizona Super Bowl Host Committee—to regulate private citizens' speech with unfettered discretion and no procedural safeguards. It is well established that the government “may not delegate its authority to private persons over whom [it] has no supervision or control.” See, e.g., *Emmett McLoughlin Realty, Inc. v. Pima Cnty.*, 203 Ariz. 557, 559 ¶ 7 (App. 2002); *Indus. Comm'n v. C & D Pipeline, Inc.*, 125 Ariz. 64, 66 (App. 1979). Additionally, the restriction runs afoul of the Arizona Constitution's prohibitions on government aid to private entities, particularly the Equal Privileges and Immunities Clause and the Gift Clause. See Ariz. Const art. 2 § 13; art. 9 § 7.

The City's restrictions have already imposed substantial harm on Mr. Paulin and will continue to do so. We therefore request that the City provide us with written assurance that Mr. Paulin, his business partners, and any other person approved by Mr. Paulin may advertise on his property without unreasonable restriction and without any input or review by the NFL or the Super Bowl Host Committee.

Time is of the essence in this matter, as every passing day is another day Mr. Paulin is denied the ability to exercise his constitutional rights. If we do not receive written assurance from the City we will seek legal remedy.

We are available to discuss this matter with you at any time. Should you have any questions, I can be contacted directly at jthorpe@goldwaterinstitute.org or at the number below.

Sincerely,



John Thorpe
Staff Attorney
Scharf-Norton Center for
Constitutional Litigation at
the Goldwater Institute

Julie Kriegh
December 13, 2022
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cc (via email only):

Mayor Kate Gallego
mayor.gallego@phoenix.gov

Jeff Barton, Phoenix City Manager
Jeffrey.barton@phoenix.gov

Councilmember Ann O'Brien, District 1
Council.district.1@phoenix.gov

Councilmember Jim Waring, District 2
Council.district.2@phoenix.gov

Councilmember Debra Stark, District 3
Council.district.3@phoenix.gov

Vice Mayor Laura Pastor, District 4
Council.district.4@phoenix.gov

Councilmember Betty Guardado, District 5
Council.district.5@phoenix.gov

Councilmember Sal DiCiccio, District 6
Council.district.6@phoenix.gov

Councilmember Yassamin Ansari, District 7
Council.district.7@phoenix.gov

Councilmember Carlos Garcia, District 8
Council.district.8@phoenix.gov

Person Filing: John Thorpe
Address (if not protected): 500 E Coronado Rd
City, State, Zip Code: Phoenix, AZ 85004
Telephone: 602-462-5000
Email Address: litigation@goldwaterinstitute.org
Lawyer's Bar Number: 034901

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Representing ☐ Self, without a Lawyer or ☒ Attorney for ☒ Plaintiff OR ☐ Defendant

SUPERIOR COURT OF ARIZONA IN MARICOPA COUNTY

Bramley Paulin,

PLAINTIFF,

vs.

Kate Gallego; Jeff Barton;

City of Phoenix

DEFENDANT.

Case Number: _____

CERTIFICATE OF COMPULSORY ARBITRATION

***Notice to Defendant: If you agree with the Plaintiff's Certificate of Compulsory Arbitration, you DO NOT need to file this form.**

☐ The undersigned certifies that this case is (Please check **ONLY** one option below):
Subject to Arbitration – The amount of money in controversy **DOES NOT** exceed \$50,000,
AND no other affirmative relief is sought.

☒ **Not Subject to Arbitration** – The amount of money in controversy **DOES** exceed \$50,000,
OR other affirmative relief is sought.

***Defendant – If you DISAGREE with the Plaintiff's Certificate of Compulsory Arbitration, please explain why you disagree below:**

SUBMITTED this 5th day of January, 2023.

SIGNATURE /s/ John Thorpe