

COPY

*Charles McCoy*

IN THE CHANCERY COURT FOR THE STATE OF TENNESSEE  
20<sup>th</sup> JUDICIAL DISTRICT, DAVIDSON COUNTY

TENNESSEE FIREARMS ASSOCIATION, )  
 )  
 and )  
 )  
 INTERNATIONAL GUN-A-RAMA, INC. )  
 d/b/a BILL GOODMAN'S GUN & KNIFE )  
 SHOW, )  
 )  
 Plaintiffs, )  
 )  
 v. )  
 )  
 METROPOLITAN GOVERNMENT OF )  
 NASHVILLE AND DAVIDSON COUNTY )  
 TENNESSEE )  
 c/o Metropolitan Government of Nashville )  
 Department of Law )  
 Metro Courthouse, Suite 108 )  
 Nashville, Tennessee 37219, )  
 )  
 Defendant. )

Case No.:

16-332-II

FILED  
 2016 APR -5 PM 3:37  
 CLERK OF COURT  
 DAVIDSON COUNTY CHANCERY CT.  
 DCRH

**DECLARATORY JUDGMENT COMPLAINT**

Now come the Plaintiffs, Tennessee Firearms Association and International Gun-A-Rama, Inc. d/b/a Bill Goodman's Gun & Knife Show, by and through counsel, and for their Complaint for Declaratory and Other Relief against Defendant, state as follows:

**PARTIES**

1. Plaintiff, Tennessee Firearms Association ("TFA") is a Tennessee not-for-profit corporation formed to promote the right to keep and bear arms, restoring government to citizen control and giving full effect to the original intent of the Bill of Rights to the United States Constitution as well as to the provisions of the Tennessee Constitution with an emphasis on the 2nd and 10th Amendments to the United States Constitution and Article I, Section 26 of the

Tennessee Constitution.) TFA's members consist primarily of residents of the State of Tennessee and include residents in Middle Tennessee and Davidson County, Tennessee.

2. Plaintiff, International Gun-A-Rama, Inc. d/b/a Bill Goodman's Gun & Knife Show ("Goodman") is a Kentucky Corporation doing business as an organizer and promoter of gun shows in, among other places, Nashville, Tennessee.

3. Defendant, Metropolitan Government of Nashville and Davidson County, is a metropolitan government authorized and created by the State of Tennessee pursuant to Article XI, Section 9 of the Constitution of Tennessee and in conformity with section 7-1-101 *et seq.* of Tennessee Code Annotated. Pursuant to Section 11.601 of its Charter, the Defendant created the Metropolitan Board of Fair Commissioners (the "Fair Board"). Pursuant to Section 11.602 of its Charter, Defendant specifies the functions and duties of the Fair Board. Defendant has withheld from the Fair Board the right and ability to sue or be sued separately from Defendant, and Defendant is responsible for the actions of the Fair Board.

#### FACTS

4. Defendant, by and through the Fair Board, owns and operates the Tennessee State Fairgrounds ("Nashville Fairgrounds").

5. Defendant regularly makes its facilities at the Nashville Fairgrounds available for rent for the conduct of various activities. Goodman has been holding and promoting gun shows at the Nashville Fairgrounds on a regular basis for over three decades.

6. Sales of firearms at gun shows are governed by the same state and federal laws and regulations that govern sales of firearms elsewhere.

7. Sales of firearms at gun shows by federally licensed firearms dealers (“FFLs”) are subject to the same laws and regulations governing their sales of firearms at their licensed business premises.

8. Sales of firearms at gun shows by private parties are subject to the same laws and regulations governing the sales of firearms by private parties elsewhere.

9. Tennessee FFLs are generally required by law to conduct a background check through the Tennessee Bureau of Investigation when selling a firearm to a non-FFL.

10. A private party who does not hold a federal firearms license is not required by state or federal law to conduct a background check when selling a firearm to another private party.

11. Under state and federal law, non-licensed, private parties may sell firearms at gun shows and elsewhere in accordance with state and federal law, as long as such sales otherwise fully comply with all provisions of federal and other applicable law (*i.e.*, they cannot transfer guns to people they have reason to believe are prohibited from possessing the guns such as felons, illegal aliens, mental defectives, etc.).

12. Understanding that the responsible sale of firearms benefits everyone in society, Goodman takes great effort to work with all law enforcement agencies by allowing them carte blanche access to its shows to engage in operations such as merely observing events at the show, manning a table and distributing information, etc. in order to help promote public safety and full compliance with all firearms laws.

13. Goodman and its representatives have met with various law enforcement and other officials, received tips and suggestions from them, and implemented some of these tips and suggestions.

14. Goodman distributes ATF gun show information to both vendors and attendees at its shows in an attempt to educate the public.

15. Goodman holds pre-show briefings with its vendors where issues related to the responsible sale of firearms are discussed, offers no-charge tables to ATF and law enforcement, and otherwise partners with law enforcement, its facility owners, and others to promote its shows in a responsible manner.

16. As has been the case for its Nashville shows for some time, all firearm vendors at Goodman's Nashville shows are FFLs and, therefore, every sale of a firearm by a vendor at Goodman's Nashville shows necessarily involves completion of any background check required.

17. Goodman, TFA, and TFA's members wish for gun shows, including the Goodman shows, to continue at the Nashville Fairgrounds going forward.

18. On or around November 2, 2015, Defendant presented Goodman with a "draft" proposal, which included, among other things, prohibitions on legal private party sales at Goodman's gun shows.

19. On December 1, 2015, Defendant, through its Fair Board, voted to terminate Goodman's 2016 contracts and to end all gun shows at the Nashville Fairgrounds going forward unless Goodman and any other promoter agreed to require further restrictions on the sale of firearms at its gun shows.

20. Although Defendant has since elected to honor Goodman's 2016 contracts, Defendant has refused to rent facilities at the Nashville Fairgrounds to Goodman for 2017 and beyond absent agreement to require further restrictions on the sale of firearms at future gun shows.

21. On March 15, 2016, having confirmed that the facilities were available on the dates requested, pursuant to standard custom and practice, Goodman submitted a request to reserve the Agriculture Building at the Nashville Fairgrounds for gun shows on the following 2017 dates: January 7-8, April 8-9, May 6-7, June 10-11, July 8-9, August 5-6, October 7-8, November 4-5, and December 2-3.

22. On March 15, 2016, having confirmed that the facilities were available on the dates requested, pursuant to standard custom and practice, Goodman submitted a request to reserve the Vaughn Building at the Nashville Fairgrounds for gun shows on the following 2017 dates: February 11-12, and March 11-12.

23. On March 15, 2016, Steve Burdon, Director of Events for the Nashville Fairgrounds, a subdivision of the Defendant, notified Goodman that "by the current directive of the Fair Board, I cannot book any 2017 dates for the Gun Shows."

**COUNT I**  
**DECLARATORY JUDGMENT**  
**TENNESSEE PREEMPTION STATUTE**

24. Paragraphs 1-23 are incorporated as if restated in full herein.

25. With limited exceptions, Tennessee Code § 39-17-1314(a) prohibits counties and municipalities from occupying any part of the field of regulation of the transfer, ownership, possession or transportation of firearms:

(a) Except as otherwise provided by state law or as specifically provided in subsection (b), the general assembly preempts the whole field of the regulation of firearms, ammunition, or components of firearms or ammunition, or combinations thereof including, but not limited to, the use, purchase, transfer, taxation, manufacture, ownership, possession, carrying, sale, acquisition, gift, devise, licensing, registration, storage, and transportation thereof, to the exclusion of all county, city, town, municipality, or metropolitan government law, ordinances, resolutions, enactments or regulation. No county, city, town, municipality, or metropolitan

government nor any local agency, department, or official shall occupy any part of the field regulation of firearms, ammunition or components of firearms or ammunition, or combinations thereof.

26. Defendant's refusal to rent its facilities to Goodman absent its agreement to, among other things, regulate gun sales by not prohibiting legal private-party gun sales on the premises or implementation of other rules related to the transfer, ownership, possession or transportation of firearms, ammunition or components of firearms or combinations thereof is a *de facto* local limitation on the legal transfer of firearms.

27. Pursuant to Tennessee Code § 39-17-1314(a), Defendant, acting by and through the Fair Board or otherwise, has no legal authority to condition rental of its facilities upon Goodman's willingness to further restrict legal commerce in firearms or the willingness of any other gun show promoter to likewise submit to such restrictions.

28. This Court is authorized Tennessee Code § 29-14-103 to declare the rights and status of the parties with regard to this dispute.

29. Plaintiffs seek a declaration that Defendant, acting by and through the Fair Board, is precluded under Tennessee Code § 39-17-1314(a) from enacting a policy creating a blanket ban of gun shows at the Nashville Fairgrounds.

**COUNT II**  
**DECLARATORY JUDGMENT**  
**NASHVILLE METRO CHARTER**

30. Paragraphs 1-23 are incorporated as if restated in full herein.

31. Metro Government of Nashville and Davidson County, Tennessee Charter Section 11.602(d) requires that "[a]ll activities being conducted on the premises of the Tennessee State Fairgrounds as of December 31, 2010, including, but not limited to, the Tennessee State Fair, Expo Center Events, Flea Markets, and Auto Racing, shall be continued on the same site."

32. Goodman was regularly conducting gun shows on the premises of the Tennessee State Fairgrounds as of December 31, 2010 in the same manner and with the same regularity that it had been doing so for decades.

33. Pursuant to Metro Government of Nashville and Davidson County, Tennessee Charter Section 11.602(d), Defendant, acting by and through the Fair Board, is not authorized to ban gun shows at the Nashville Fairgrounds, as such are among the “activities being conducted on the premises of the Tennessee State Fairgrounds as of December 31, 2010.”

34. This Court is authorized Tennessee Code § 29-14-103 to declare the rights and status of the parties with regard to this dispute.

35. Plaintiffs seek a declaration that Defendant, acting by and through the Fair Board, is precluded under Metro Government of Nashville and Davidson County, Tennessee Charter Section 11.602(d) from enacting a policy creating a blanket ban of gun shows at the Nashville Fairgrounds.

36. Plaintiffs seek a declaration that Defendant, acting by and through the Fair Board, is precluded under Metro Government of Nashville and Davidson County, Tennessee Charter Section 11.602(d) from enacting a policy creating a ban of gun shows at the Nashville Fairgrounds unless such gun show promoters, including Goodman, agree to impose restrictions, imposed solely by the Defendant, which the Defendant has no legal authority under state law to impose.

WHEREFORE, Plaintiffs pray for the following relief:

a. That this complaint would be filed, process to be issued, and that the Defendant be required to file a timely answer or other responsive pleading to this Complaint.

b. That this Court would declare that, pursuant to Tennessee Code § 39-17-1314(a) and Metro Government of Nashville and Davidson County, Tennessee Charter Section 11.602(d), the Defendant is precluded from enacting a blanket ban on gun shows at the Nashville Fairgrounds, that the Defendant is precluded from regulating the purchase, transfer or sale of firearms under Tennessee Code § 39-17-1314(a), and order that Defendant make its facilities available to Goodman and to other gun show promoters without the imposition of any local government restrictions that are otherwise prohibited by Tennessee Code § 39-17-1314(a).

c. That upon a hearing and with proper notice, this Court would, in addition to the declaratory relief sought in paragraph b, above, enjoin Defendant from booking other events on the dates requested by Goodman or any other gun show promoters until such time as this case is resolved.

d. That this Court award nominal damages against the Defendant for imposing restrictions on the right purchase, transfer and sale firearms which restrictions are prohibited to the Defendant by Tennessee Code § 39-17-1314(a).

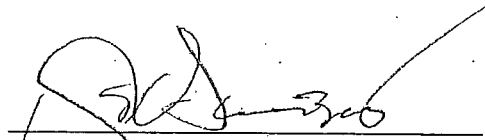
e. That this Court award attorney's fees to Plaintiffs, to be paid by Defendant, to the extent allowed by law or under any available statutory provision or equitable principle.

f. That this Court tax court costs and discretionary costs to Defendant.

g. That this Court grant such other, good, and further relief to Plaintiffs as it deems proper.

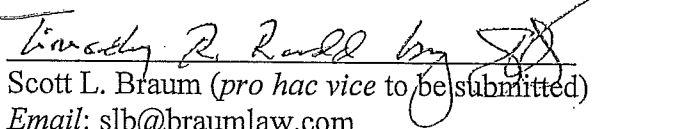


Respectfully submitted,



John I. Harris III - #012099  
Schulman, LeRoy & Bennett PC  
501 Union Street, 7<sup>th</sup> Floor  
PO Box 190676  
Nashville, Tennessee 37219  
(615) 244 6670  
(615) 254-5407 (fax)  
jharris@slblawfirm.com

Attorney for Plaintiffs



Scott L. Braum (*pro hac vice* to be submitted)  
*Email:* slb@braumlaw.com  
Timothy R. Rudd (*pro hac vice* to be submitted)  
*Email:* trr@braumlaw.com  
SCOTT L. BRAUM & ASSOCIATES, LTD.  
812 East Franklin Street, Suite C  
Dayton, OH 45459  
*Telephone:* (937) 396-0089  
*Facsimile:* (937) 396-1046

Attorneys for International Gun-A-Rama, Inc.  
d/b/a Bill Goodman's Gun & Knife Show