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## IN THE UNITED STATES DISTRICT COURT

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## FOR THE NORTHERN DISTRICT OF CALIFORNIA

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RENE MEDINA,

Case No. 3:17-cv-03293 CRB

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Plaintiff,

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v.

**ORDER DENYING DEFENDANTS'  
MOTION TO DISMISS AND  
GRANTING PLAINTIFF'S MOTION  
FOR PRELIMINARY INJUNCTION**

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XAVIER BECERRA, in his official capacity as ATTORNEY GENERAL of the STATE of CALIFORNIA, WAYNE QUINT, JR., in his official capacity as the CHIEF of the CALIFORNIA DEPARTMENT OF JUSTICE, BUREAU of GAMBLING CONTROL, an agency of the STATE of CALIFORNIA, and JIM EVANS, LAUREN HAMMOND, and, TRANG TO, in their official capacities as members of the CALIFORNIA GAMBLING COMMISSION, an agency of the STATE of CALIFORNIA, and DOES ONE through FIFTY, inclusive.,

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Defendants.

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Plaintiff Rene Medina (“Medina”) has brought suit against several defendants whom he alleges have interfered with his constitutional rights in violation of 42 U.S.C. § 1983. The source of Medina’s alleged constitutional deprivations are license conditions imposed by the California Gambling Control Commission (the “Commission”) on Lucky Chances Casino (“Lucky Chances” or the “Casino”), a gambling establishment founded by Medina and currently owned by Medina’s two sons.<sup>1</sup> The license conditions require Lucky

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<sup>1</sup> Throughout this Order the Court will refer to Lucky Chances and its owners collectively as “Lucky Chances” or the “Casino.”

1 Chances to restrict Medina’s involvement with the Casino and its employees because of  
2 Medina’s status as a convicted felon. Medina alleges that the Commission has unlawfully  
3 exceeded the bounds of its jurisdiction and asks for a preliminary injunction against the  
4 defendants. Defendants have moved for dismissal.

5 As discussed below, the Court DENIES Defendants’ Motion to Dismiss and  
6 GRANTS Plaintiff’s Motion for Preliminary Injunction.

7 **I. BACKGROUND**

8 **A. Plaintiff’s Background**

9 Rene Medina emigrated from the Philippines in 1971 and has since founded several  
10 businesses in the San Francisco Bay Area. Compl. (dkt. 1) ¶¶ 12, 15; Medina Decl. (dkt.  
11 10-1) ¶¶ 2–6.<sup>2</sup> In 1998, Medina founded Lucky Chances Casino in Colma, California.  
12 Compl. ¶ 15; Medina Decl. ¶ 15. In 2007, he sold the casino to his two sons, Ruell Medina  
13 and Rommel Medina, for \$48,000,000, subject to a promissory note. Compl. ¶ 18; Medina  
14 Decl. ¶ 28.

15 In 2008, Medina was convicted of three counts of felony tax evasion in violation of  
16 26 U.S.C. § 7201. Compl. ¶ 19; Medina Decl. ¶ 32. Because of his felony convictions,  
17 Medina is “disqualified” under the California Gambling Control Act from holding an  
18 ownership interest in any gambling facility. Compl. ¶ 20; Medina Decl. ¶ 34; see Cal. Bus.  
19 & Prof. Code § 19859(c). As a result, Medina transferred the promissory note in the  
20 Casino, which he and his wife previously held personally, to the Rene and Mila Medina  
21 2008 Irrevocable Blind Trust Agreement.<sup>3</sup> Compl. ¶ 21; see Medina Decl. ¶¶ 29–30.

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23 <sup>2</sup> To the extent that this Order addresses Defendants’ Motion to Dismiss, it relies on the facts  
24 alleged in the Complaint, its exhibits, see Durning v. First Boston Corp., 815 F.2d 1265, 1267 (9th  
25 Cir. 1987), and any facts outside the Complaint subject to judicial notice, see Mullis v. U.S.  
Bankruptcy Court, 828 F.2d 1385, 1388 (9th Cir. 1987). To the extent that this Order addresses  
26 Medina’s Motion for Preliminary Injunction, it relies on the parties’ filings and declarations and  
27 exhibits attached thereto.

28 <sup>3</sup> Marino D. Gueco is the trustee of that trust. Pursuant to the terms of the promissory note, Ruell  
Medina and Rommel Medina pay the Trust \$600,000 per quarter. The Commission approved the  
purchase and sale agreement, the establishment of the trust, and the ongoing quarterly payment  
schedule to the Trust. Compl. ¶¶ 21–22.

1                   **B.     October 8, 2009 Renewal of Lucky Chances Casino’s State Gambling**  
2                   **License**

3                   On October 8, 2009, the Commission renewed all applicable state gambling licenses  
4                   for Lucky Chances, subject to the following conditions (“2009 License Conditions”):<sup>4</sup>

- 5                   1. Rene Medina shall be prohibited from entering, being present in, or in any way  
6                   patronizing (a) the areas within Lucky Chances Casino in which controlled  
7                   gambling is conducted and (b) any other areas related to the gambling operation,  
8                   such as count and surveillance rooms, including all of the 2nd floor.
- 9                   2. All future shareholders, corporate officers, key employees, and work permit  
10                  holders shall be informed of the prohibition (as identified in condition number  
11                  one) by the General Manager within three business days of their start state. The  
12                  General Manager shall maintain all records documenting this notification to new  
13                  employees, etc., for four years following each notification. The General  
14                  Manager of Lucky Chances shall maintain, for four years, all records  
15                  documenting the initial action taken following the September 23, 2008,  
16                  Commission Meeting to inform shareholders, corporate officers, key employees,  
17                  and work permit holders of condition number one.
- 18                  3. Ruell Medina and Rommel Medina, licensed as shareholders in Lucky Chances,  
19                  Inc., shall each be individually responsible for ensuring that all conditions  
20                  placed on the Lucky Chances license are fully complied with, including but not  
21                  limited to duties placed upon the General Manager.
- 22                  4. If Rene Medina is observed at any time by any employee entering, or being  
23                  present in, (a) the areas within Lucky Chances Casino in which controlled  
24                  gambling is conducted or (2) [sic] any other areas related to the gambling  
25                  operation, such as count and surveillance rooms, including all of the 2nd floor,  
26                  the General Manager or manager in charge shall within 30 minutes telephone (1)  
27                  the California Gambling Control Commission (Commission), and (2) the  
28                  Department of Justice, Bureau of Gambling Control (Bureau). The call to the  
                    Commission shall be made to the Executive Director at (916) 263-0700. The  
                    call to the Bureau shall be made to the Bureau Chief at (916) 263-3408.
5. Any communication between Rene Medina and any shareholder or employee of  
                    Lucky Chances concerning the operation of the Lucky Chances cardroom  
                    business shall be disclosed to the Executive Director and to the Bureau Chief  
                    within one business day of the communication. This disclosure requirement

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<sup>4</sup> The Commission has the power, *inter alia*, to “[t]ake actions deemed to be reasonable to ensure that no ineligible, unqualified, disqualified, or unsuitable persons are associated with controlled gambling activities” and “that gambling activities take place only in suitable locations.” Cal. Bus. & Prof. Code § 19824(d)–(e).

1 applies to both oral and written communications. This disclosure must be made  
2 in writing. The General Manager shall maintain records documenting each  
disclosure for four years following the disclosure.

3 Compl. ¶ 25; Medina Decl. ¶ 36. These conditions have remained in place continuously  
4 since October 8, 2009. Compl. ¶ 25; Medina Decl. ¶ 37.

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6 **C. October 21, 2014 Investigation of Lucky Chances Casino by the Bureau  
of Gambling Control**

7 On October 21, 2014, Special Agents from the California Department of Justice,  
8 Bureau of Gambling Control (the “Bureau”) conducted an unannounced compliance  
9 inspection of Lucky Chances. Compl. ¶ 27; see Compl. Ex. A (Investigation Report).<sup>5</sup>  
10 The Special Agents interviewed employees, imaged computers, and accessed documents  
11 during the inspection. Id. The focus of the Special Agents’ investigation was to determine  
12 if there was any relationship between Lucky Chances’ employees and the construction and  
13 maintenance of Rene Medina’s personal residence in Woodside, California. Compl. ¶ 28;  
14 Investigation Report at 1–2.

15 Based on the information obtained during the inspection, Bureau Chief Wayne J.  
16 Quint, Jr. brought an Accusation before the Commission against Lucky Chances on August  
17 12, 2015. Compl. ¶ 29; Compl. Ex. B (Accusation) ¶¶ 1–2.<sup>6</sup> The Accusation included two  
18 causes of action for violations of Lucky Chances Casino’s license conditions.

19 The first cause of action alleged a violation of License Condition Five, which  
20 required “any communication between Rene Medina and any shareholder or employee of  
21 Lucky Chances concerning the operation of Lucky Chances cardroom business” to be  
22 disclosed to the Bureau. Accusation ¶ 3. The Accusation alleged that “[o]n multiple  
23 occasions in 2013 and 2014, Lucky Chances provided construction, landscaping,  
24 housekeeping, and other valuable services incident to the construction of Rene and his  
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26 \_\_\_\_\_  
27 <sup>5</sup> The Investigation Report is also attached to Medina’s Motion for Preliminary Injunction. See  
Smith Decl. Ex. A (Investigation Report) (dkt. 10-2).

28 <sup>6</sup> The Accusation is also attached to Medina’s Motion for Preliminary Injunction. See Smith Decl.  
Ex. B (Accusation) (dkt. 10-2).

1 wife, Mila, Medina’s home . . . The wages, salaries, and other costs incurred by Lucky  
2 Chances in connection with this work were paid from the operating funds of Lucky  
3 Chances, Inc., which, in turn, derived from the proceeds of controlled gambling activities.”  
4 Id. Further, the Accusation alleged that, in order to schedule and coordinate these services,  
5 “Rene Medina communicated on numerous occasions with the employees and/or their  
6 supervisors.” Id. The Accusation alleged that, because none of the communications  
7 between Rene Medina and Lucky Chances’ employees were disclosed to the Bureau, each  
8 constituted a violation of License Condition Five. Id.

9 The second cause of action alleged a violation of License Condition Three, which  
10 provides that Ruell Medina and Rommel Medina are individually responsible for ensuring  
11 that Lucky Chances comply with all license conditions. Id. ¶ 4. The Accusation alleged  
12 that “[n]either Ruell Medina, nor Rommel Medina took any actions to ensure compliance  
13 with condition five of the Lucky Chances license,” and thus violated condition three of the  
14 Lucky Chances license. Id.

15 The Accusation requested a revocation of Lucky Chances Casino’s licenses and  
16 denial of Ruell Medina’s and Rommel Medina’s applications for renewal of their owner  
17 gambling licenses. Id. at 8.

18 **D. The Administrative Law Judge’s September 16, 2016 Proposed Decision**  
19 **and Order**

20 From August 1 through August 4, 2016, Administrative Law Judge (“ALJ”) Kirk E.  
21 Miller held an evidentiary hearing regarding the Accusation. Compl. ¶ 33; Smith Decl. ¶  
22 5. On September 16, 2016, ALJ Miller issued his findings in a Proposed Decision and  
23 Order. Compl. ¶ 33; Smith Decl. ¶ 6; see Compl. Ex. C (Proposed Decision and Order).<sup>7</sup>

24 ALJ Miller’s findings included the following: In 2013 and 2014, Rene Medina  
25 improperly used Lucky Chances employees to help design and build his new residence in  
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27 <sup>7</sup> The Proposed Decision and Order is also attached to Medina’s Motion for Preliminary  
28 Injunction. See Smith Decl. Ex. C (Proposed Decision and Order) (dkt. 10-2).

1 Woodside, California.<sup>8</sup> Proposed Decision and Order ¶¶ 14–17. Either Lucky Chances’  
2 facility manager, Lucky Chances’ day-shift housekeeping and maintenance supervisor, or  
3 Rene Medina himself would request employees to perform services “off-site”—sometimes  
4 during regular work hours. Id. It was not uncommon for Lucky Chances’ maintenance  
5 employees to clock-in on the Kronos time keeping machine at the Casino and then leave to  
6 work off-site for Rene Medina, without clocking-out. Id. ¶ 15. Because the employees did  
7 not report their whereabouts, Lucky Chances compensated them for services performed for  
8 Rene Medina. Id. ¶¶ 15–16. Moreover, employees helped Rene Medina order and  
9 purchase materials at a discounted rate using Lucky Chances’ wholesale license. Id. ¶ 18.  
10 The total value of labor, materials, and sales tax Rene Medina accrued was \$244,923.85.  
11 Id. ¶ 20. He has since reimbursed the full amount to Lucky Chances. See id.

12 Based on his findings, ALJ Miller recommended dismissal of the Accusation  
13 against Lucky Chances. Id. at 17. ALJ Miller concluded that “the evidence did not  
14 establish any material involvement by a disqualified person in Lucky Chances’ gaming  
15 operations”; that “[n]either Rommel Medina nor Ruell Medina had prior knowledge that  
16 Lucky Chances had incurred expenses or provided services on Rene Medina’s behalf”; that  
17 “[t]he expenses incurred and services provided had nothing to do with the ‘operation of the  
18 card room business’”; and that the contacts with Rene Medina were not material to the  
19 card room business. Id. ¶¶ 32, 36, 42. ALJ Miller concluded that “no disclosure to the  
20 Bureau or the Commission was required.” Id. ¶ 42.

21 **E. The Commission’s February 9, 2017 Decision and Order**

22 After receiving written arguments from both sides, the Commission ultimately  
23 rejected ALJ Miller’s Proposed Decision and Order and issued its February 9, 2017  
24 Decision and Order, based on the Accusation. Compl. ¶ 34; see Compl. Ex. D (Decision  
25 and Order).<sup>9</sup>

26 \_\_\_\_\_  
27 <sup>8</sup> Rene Medina’s address is alternatively referred to as 50 Valley Road, Atherton, California, or 50  
28 Valley Court, Woodside, California—both of which identify the same location. Accusation ¶ 3.

<sup>9</sup> The Decision and Order is also attached to Medina’s Motion for Preliminary Injunction. See

1 The Commission held that there was material involvement by a disqualified person  
2 with a licensed gambling operation, and the ownership or management thereof, in violation  
3 of Business & Professions Code § 19823(a)(2). Decision and Order at 26. As a result, the  
4 Commission suspended Lucky Chances’ state gambling licenses for fourteen days, and  
5 ordered that, in lieu of the suspension, Lucky Chances could pay a monetary penalty of  
6 50% of Lucky Chances’ average daily gross gaming revenue. Id. at 30–31. The  
7 Commission also imposed the following new conditions (“2017 License Conditions”) on  
8 Lucky Chances’ gambling license:

- 9  
10 1. Rene Medina shall be prohibited from entering, being present in, or in any way  
11 patronizing any areas on Lucky Chances’ property.
- 12 2. All future shareholders, corporate officers, key employees, and work permit  
13 holders shall be informed of the prohibition (as identified in condition number  
14 one) by the General Manager within three business days of their start date and  
15 shall maintain a record of this notification while they are affiliated with the  
16 cardroom.
- 17 3. Ruell Medina and Rommel Medina, licensed as shareholders in Lucky Chances,  
18 Inc. shall each be individually responsible for ensuring that all conditions placed  
19 on the Lucky Chances license are fully complied with, including but not limited  
20 to duties placed upon the General Manager.
- 21 4. If Rene Medina is observed at any time by any employee entering, or being  
22 present in any areas of Lucky Chances’ property, the General Manager or  
23 manager in charge shall within 30 minutes telephone (1) the California  
24 Gambling Control Commission (Commission) and (2) the Department of  
25 Justice, Bureau of Gambling Control (Bureau). The call to the Commission  
26 shall be made to the Executive Director at (916) 263-0700. The call to the  
27 Bureau shall be made to the Bureau Chief at (916) 227-2377.
- 28 5. Rene Medina shall not have any communication, directly or indirectly, with any  
employee or owner of Lucky Chances, except that Rene Medina may  
communicate with his immediate family members provided the communication  
does not relate to any part of [Lucky Chances’] business.

1 6. Any communication between Rene Medina and any shareholder or employee of  
2 Lucky Chances concerning the operation of the Lucky Chances card room  
3 business shall be disclosed to the Executive Director and to the Bureau Chief  
4 within one business day of the communication. This disclosure requirement  
5 applies to both oral and written communications. This disclosure must be made  
6 in writing. The General Manager shall maintain records documenting each  
7 disclosure for four years following the disclosure.

8 Compl. ¶ 35; Decision and Order at 31–32 (emphasis added). On March 28, 2017, the  
9 Commission clarified that the new conditions “require the licensees to exclude Rene  
10 Medina from the entire property, including the non-gaming areas . . . the gift shop,  
11 restaurant, and common areas.” Compl. ¶ 43; Compl. Ex. E (Letter).<sup>10</sup>

12 **F. Litigation Brought by Rene Medina**

13 On June 7, 2017, Medina filed a Complaint in this Court seeking declaratory relief,  
14 and a preliminary and permanent injunction, against Defendants Xavier Becerra, in his  
15 official capacity as Attorney General of the State of California; Wayne Quint, Jr., in his  
16 official capacity as the Chief of the California Department of Justice, Bureau of Gambling  
17 Control; Jim Evans, Lauren Hammond, and Trang To, in their official capacities as  
18 members of the California Gambling Control Commission; and Does One through Fifty,  
19 inclusive. Compl. at 1. Medina’s Complaint alleged the following seven Claims for Relief  
20 under 42 U.S.C. § 1983: (1) Violation of Procedural Due Process; (2) Violation of  
21 Substantive Due Process; (3) Violation of Equal Protection – Class of One; (4) Violation  
22 of Equal Protection – Selective Enforcement Based on Race and National Origin; (5)  
23 Violation of Equal Protection – Selective Restriction on Expressive Conduct; (6) Violation  
24 of First Amendment – Impermissible Regulation on Modes of Expression and Association;  
25 and (7) Violation of First Amendment – Prior Restraint of Protected Expression. Compl.  
26 at 13–16.

27 On June 16, 2017, Medina filed a Motion for Preliminary Injunction. On August 2,  
28 2017, the Defendants filed a Motion to Dismiss.

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<sup>10</sup> The Letter is also attached to Medina’s Motion for Preliminary Injunction. See Smith Decl. Ex. I (Letter) (dkt. 10-2).



1 Lucky Chances has also challenged the Commission’s Decision and Order—in  
2 Superior Court of California, County of Sacramento (“Superior Court”). One of  
3 Defendants’ arguments for dismissal is that this Court should abstain until the Superior  
4 Court has issued a final ruling in that related case. A hearing for the Superior Court  
5 proceeding was held on the same day as this Court’s motion hearing.

6 On October 6, 2017, this Court heard argument on both Defendants’ Motion to  
7 Dismiss and Medina’s Motion for Preliminary Injunction. The parties also provided  
8 updates on the Superior Court proceeding. Based on a careful consideration of the parties’  
9 submissions, the relevant law, and the arguments made at the motion hearing, this Court  
10 denied Defendants’ Motion to Dismiss and granted Medina’s Motion for Preliminary  
11 Injunction. This opinion provides the Court’s reasoning.

12 **II. DEFENDANTS’ MOTION TO DISMISS**

13 **A. Legal Standard: Motion to Dismiss**

14 A motion to dismiss under Federal Rule of Civil Procedure 12(b)(6) asserts that the  
15 complaint fails to state a claim upon which relief may be granted. Dismissal may be based  
16 on either “the lack of a cognizable legal theory or the absence of sufficient facts alleged  
17 under a cognizable legal theory.” Balistreri v. Pacifica Police Dep’t, 901 F.2d 696, 699  
18 (9th Cir. 1990). For purposes of evaluating a motion to dismiss, a court “must presume all  
19 factual allegations of the complaint to be true and draw all reasonable inferences in favor  
20 of the nonmoving party.” Usher v. City of L.A., 828 F.2d 556, 561 (9th Cir. 1987). A  
21 complaint must plead “enough facts to state a claim to relief that is plausible on its face.”  
22 Bell Atl. Corp. v. Twombly, 550 U.S. 544, 570 (2007). A claim is plausible “when the  
23 plaintiff pleads factual content that allows the court to draw the reasonable inference that  
24 the defendant is liable for the misconduct alleged.” Ashcroft v. Iqbal, 556 U.S. 662, 678  
25 (2009).

26 **B. Discussion: Motion to Dismiss**

27 In their motion, Defendants argue that (1) this Court should abstain, (2) Defendants  
28 Evans, Hammond and To are entitled to judicial immunity from Medina’s injunctive relief

1 claims, and (3) Medina fails to plead a plausible claim for relief.

2 **1. Abstention**

3 The Defendants argue that this Court should abstain until a California state court  
4 has conducted a final review of the license conditions at dispute in this case.

5 Federal courts have an “unflagging obligation” to exercise their jurisdiction. See  
6 Colorado River Water Conservation Dist. v. United States, 424 U.S. 800, 817 (1976);  
7 Miofsky v. Superior Court, 703 F.2d 332, 338 (9th Cir. 1983). Abstention is an  
8 “extraordinary and narrow exception to the duty of a district court to adjudicate a  
9 controversy properly before it.” Colorado River Water Conservation Dist., 424 U.S. at 813  
10 (quoting County of Allegheny v. Frank Mashuda Co., 360 U.S. 185, 188–89 (1959)).  
11 Defendants contend that an exception to this duty exists here based on the Pullman  
12 abstention doctrine. Defs.’ Mot. at 8 (dkt. 20-1). Defendants also contend that this Court  
13 should abstain “given the important principles of federalism raised” by Medina’s request  
14 for injunctive relief against state government officers. Id. at 9–10. The Court holds that  
15 abstention is not warranted on these grounds.

16 **a. October 6, 2017 Writ Proceeding**

17 As a preliminary matter, Defendants have requested that the Court take judicial  
18 notice of the Petition for Writ of Administrative Mandamus that Lucky Chances filed in  
19 Superior Court. Defs.’ Mot. at 9; see Defs.’ RJN, Ex. A (Superior Ct. Dkt) (dkt. 20-2);  
20 Defs.’ RJN, Ex. B (Petition for Writ). A court may take judicial notice when a fact “is not  
21 subject to reasonable dispute because it . . . can be accurately and readily determined from  
22 sources whose accuracy cannot reasonably be questioned.” Fed. R. Evid. 201(b)(2).  
23 Because the writ proceeding is a matter of public record whose accuracy is not in dispute,  
24 the Court GRANTS Defendants’ Request for Judicial Notice. See Burbank–Glendale–  
25 Pasadena Airport Auth. v. City of Burbank, 136 F.3d 1360, 1364 (9th Cir. 1998)  
26 (permitting judicial notice of filings in a related state court matter).

27 In the writ proceeding, Lucky Chances challenges the legality of the Commission’s  
28 Decision and Order. In its petition, Lucky Chances argues that the Commission’s findings

1 were erroneous and unsupported, and that, in imposing additional conditions, it was  
2 “unfair and a violation of due process to hold Petitioners responsible for conduct that they  
3 cannot control.” Petition for Writ at 4, 5. Further, Lucky Chances claims that the  
4 monetary penalty required to avoid suspension, amounting to approximately \$750,000, is  
5 disproportionate to the alleged harm. Id. at 6. As part of its argument, Lucky Chances  
6 notes that the additional conditions are “a violation of a non-party’s constitutional due  
7 process rights.” Id. at 5. Medina is not a party to the writ proceeding.

8 On October 6, 2017, the Superior Court held a hearing on the Petition for Writ  
9 (“Writ Hearing”)— the same day as the motion hearing in this Court (“Motion Hearing”).  
10 At the Motion Hearing, the parties informed this Court that the Superior Court had already  
11 issued a tentative ruling. This Court asked counsel for both parties to inform the Court,  
12 within five days of the Superior Court’s ruling, of the status of the writ proceeding. On  
13 October 13, 2017, the parties filed a Joint Statement, as well as a copy of the Superior  
14 Court’s tentative ruling. Joint Statement (dkt. 34); Joint Statement Ex. A (Tentative  
15 Ruling). The parties have not provided the Court with further updates since filing their  
16 Joint Statement.

17 The Superior Court’s tentative ruling only briefly discussed the due process  
18 concerns in regards to Rene Medina. See Tentative Ruling at 1. When addressing the due  
19 process implications of the 2017 License Conditions, the Superior Court acknowledged  
20 that “the language of the Order is somewhat broad in its declaration that ‘Rene Medina  
21 shall not have any communication directly or indirectly, with any employee or owner of  
22 Lucky Chances.’” Id. at 6. However, it also noted that the Commission, in its Opposition  
23 to Lucky Chances’ petition for writ, said “the license restrictions do not impose restrictions  
24 on Rene Medina, instead requiring Petitioners to take steps necessary to exclude Rene  
25 Medina from Lucky Chances premises and to control and report communications between  
26 Rene Medina and Lucky Chances’ shareholders and employees . . .” See id.  
27 Acknowledging the Commission’s more narrow interpretation of the conditions, the  
28 Superior Court did not address the issue further. The Superior Court’s tentative ruling

1 granted Lucky Chances’ petition only insofar as the Commission “abused its discretion in  
2 imposing a fine in excess of the statutory limit . . . .” Id. at 7. In the parties’ Joint  
3 Statement, they informed the Court that, after the Writ Hearing, the only issue remaining  
4 was whether the Commission had indeed abused its discretion in imposing excessive  
5 monetary penalties. See Joint Statement at 1. The Superior Court set a letter briefing  
6 schedule for the parties to address the monetary penalties issue and continued the Writ  
7 Hearing to December 22, 2017. Id.

8 This Court will not abstain on the basis of the ongoing proceeding in Superior  
9 Court. As discussed below, Defendants have not raised adequate grounds for abstention.  
10 Further, the Superior Court’s tentative ruling, and the parties’ Joint Statement regarding  
11 the status of that ruling, indicate that the writ proceeding will not adequately address the  
12 constitutional claims Medina makes in this Court.

13 **b. Pullman Abstention**

14 Defendants argue that abstention is appropriate under R.R. Comm’n of Texas v.  
15 Pullman Co., 312 U.S. 496 (1941). As discussed below, given Medina’s First Amendment  
16 claims in this federal case, the Pullman abstention criteria are not met.

17 Pullman abstention allows a federal court to defer hearing a case when ““a federal  
18 constitutional issue . . . might be mooted or presented in a different posture by a state court  
19 determination of pertinent state law.”” C-Y Dev. Co. v. City of Redlands, 703 F.2d 375,  
20 377 (9th Cir. 1983) (quoting Cty. of Allegheny v. Frank Mashuda Co., 360 U.S. 185, 189  
21 (1959)). Pullman abstention is appropriate when a lawsuit meets three criteria:

- 22 (1) the complaint must touch a sensitive area of social policy into  
23 which the federal courts should not enter unless there is no  
24 alternative to adjudication; (2) a definitive ruling on the state  
25 issues by a state court could obviate the need for constitutional  
26 adjudication by the federal court; and (3) the proper resolution of  
27 the potentially determinative state law issue is uncertain.

28 Kollsman v. City of Los Angeles, 737 F.2d 830, 833 (9th Cir. 1984).

Here, Pullman abstention is not appropriate because the first criterion is not met.  
Among his claims for relief, Medina has alleged violations of the First Amendment. See

1 Compl. ¶¶ 71–76. The Ninth Circuit has noted that “Pullman abstention is rarely  
2 appropriately invoked in cases implicating the First Amendment.” Courthouse News  
3 Service v. Planet, 750 F.3d 776, 783 (9th Cir. 2014). The Courthouse News Service court  
4 discussed the long line of cases in which the Ninth Circuit has rejected Pullman abstention  
5 “because the guarantee of free expression is always an area of particular federal concern.”  
6 Id. at 784. The court also noted that the only First Amendment case the Ninth Circuit ever  
7 found to have satisfied Pullman was “procedurally aberrational,” in that the plaintiffs had a  
8 case pending in the California Supreme Court. Id. In that case, a stay would not require  
9 the plaintiffs to undergo the expense and delay of a full state court litigation. Id. Because  
10 those exceptional factors were not present in Courthouse News Service, the Ninth Circuit  
11 reversed the district court’s decision to abstain. Id. at 784–85. Those exceptional factors  
12 are also not present here, where Lucky Chances’ petition for writ is still pending in  
13 Superior Court. Waiting for the Superior Court to reach a final decision, and for any  
14 potential appeals to be heard, would needlessly delay Medina’s case. Further, as noted  
15 above, the Superior Court proceeding has not, and likely will not, “obviate the need for  
16 constitutional adjudication by” this Court. See Kollsman, 737 F.2d at 833. Thus,  
17 abstention is not warranted.

18 **c. Abstention to Prevent Interference with State Government**  
19 **Agencies**

20 Defendants next argue that abstention is further warranted, “[g]iven the important  
21 principles of federalism raised.” Defs.’ Mot. at 9–10. Defendants’ primary federalism  
22 argument is that Medina’s “insufficient allegations” and the “high bar for injunctive relief  
23 regarding government agencies” justify abstention. Id. However, Defendants’ arguments  
24 discuss only the merits of Medina’s claims for relief, rather than a recognized abstention  
25 doctrine. Defendants’ only cited authority is Gomez v. Vernon, 255 F.3d 1118 (9th Cir.  
26 2001), in which the Ninth Circuit did not address abstention, but rather, whether a district  
27 court had abused its discretion in granting injunctive relief. Defs.’ Mot. at 10; see Gomez,  
28 255 F.3d at 1128–31. Because Defendants have not pointed to any recognized abstention

1 doctrine to support their federalism argument, the Court finds this argument unpersuasive.

2 Defendants further argue that abstention is appropriate because, while Medina is not  
3 a party to the state writ proceeding, he has the opportunity to bring his claim in state court.  
4 Defs.’ Mot. at 10. Defendants note that the California Gambling Control Act provides  
5 Medina with standing to file a petition in state court to challenge the legality of the  
6 Commission’s Decision and Order, citing Cal. Bus. & Prof. Code § 19932(a) (“Any person  
7 aggrieved by a final decision or order of the Commission ... may petition ... for judicial  
8 review ...”). Defs.’ Mot. at 10–11. However, even Defendants’ primary case in support of  
9 Pullman abstention notes that “the practical effect of abstention in [civil rights] cases may  
10 be to impose an exhaustion requirement not appropriate to 42 U.S.C. § 1983.” See Pearl  
11 Inv. Co. v. City & Cty. of San Francisco, 774 F.2d 1460, 1463 (9th Cir. 1985). Further,  
12 courts generally do not abstain when the federal plaintiff is not a party to the pending state  
13 proceeding—even if the plaintiff has an opportunity to intervene. See Gilbertson v.  
14 Albright, 381 F.3d 965, 976 (9th Cir. 2004) (“Younger does not apply to nonparties just  
15 because they could have intervened.”). For the foregoing reasons, the Court finds the  
16 Defendants’ federalism arguments unpersuasive and DENIES Defendants’ request to  
17 abstain.

## 18 2. Judicial Immunity

19 Defendants also argue that the Defendants who are named members of the  
20 Commission—Jim Evans, Lauren Hammond, and Trang To—are entitled to judicial  
21 immunity from Medina’s injunctive relief claims. Defs.’ Mot. at 11. Further, both in his  
22 Opposition to Defendants’ Motion to Dismiss and at the Motion Hearing, Medina  
23 conceded that the Commission members are entitled to judicial immunity, and clarified  
24 that his request for injunctive relief is directed only to Defendants Becerra and Quint.<sup>11</sup>  
25 See Plaintiff’s Opp’n (dkt. 27) at 1, 9. The Court agrees. Because they were initiating

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26  
27 <sup>11</sup> Medina does not concede that they are immune from his claims for declaratory relief, see  
28 Plaintiff’s Opp’n at 8, and Defendants have not asked this Court to grant judicial immunity to any  
of the named defendants from Medina’s claims for declaratory relief, see Defs.’ Reply (dkt. 29) at  
6.

1 agency adjudication and performing functions “analogous to judges and prosecutors” when  
2 they imposed license conditions on Lucky Chances, the Court GRANTS Defendants  
3 Evans, Hammond, and To immunity from Medina’s injunctive relief claims. See Romano  
4 v. Bible, 169 F.3d 1182, 1186 (9th Cir. 1999).

### 5 3. Adequacy of the Pleadings

6 Defendants also contend that Medina’s Complaint fails to plead a valid Section  
7 1983 claim against them. Defs.’ Mot. at 2. Specifically, Defendants contend that the  
8 Complaint fails to allege facts establishing a “connection or link” between the Defendants  
9 and the constitutional deprivations Plaintiff suffered. Id. at 6–7. The Court disagrees.

10 “To state a claim under § 1983, a plaintiff must allege the violation of a right  
11 secured by the Constitution and laws of the United States, and must show that the alleged  
12 deprivation was committed by a person acting under color of state law.” West v. Atkins,  
13 487 U.S. 42, 48 (1988). “[G]enerally, a public employee acts under color of state law  
14 while acting in his official capacity or while exercising his responsibilities pursuant to state  
15 law.” Id. at 50. To sufficiently allege liability under Section 1983, a plaintiff must plead  
16 an affirmative link between his injury and the defendant’s conduct. See Monell v. Dep’t of  
17 Social Servs. of City of New York, 436 U.S. 658, 692 (1978); Rizzo v. Goode, 423 U.S.  
18 362, 370–72 (1976). However, the Ninth Circuit has not indicated that this requirement  
19 applies to claims for injunctive or declaratory relief. See Padilla v. Nev. Dep’t of Corr.,  
20 510 F. App’x 629, 630 (9th Cir. 2013) (“We are unaware of any case that requires a  
21 prisoner’s claim for injunctive relief to allege the personal participation of the defendants  
22 or to ‘link’ each specific defendant with an alleged constitutional violation.”). This is  
23 likely because claims seeking injunctive or declaratory relief need not show past harm, but  
24 rather “a very significant possibility of future harm.” Coral Const. Co. v. King Cty., 941  
25 F.2d 910, 929 (9th Cir. 1991).

26 Throughout the Complaint, Medina alleges that the source of his injuries is the  
27 license conditions imposed on February 9, 2017. See, e.g., Compl. ¶¶ 67–70. Defendants  
28 argue that “while Plaintiff may have sufficiently pled the required link in regard to the

1 Commission, the Commission is not a named defendant.” Defs.’ Mot. at 8. Medina has  
2 alleged that these conditions were imposed by the Commission and that the Bureau has the  
3 authority to enforce them. Id. ¶¶ 4–6. As discussed below, Medina’s allegations are  
4 sufficient to “connect” or “link” each Defendant to his claims.

5 **a. Defendant Quint and Defendant Becerra**

6 Medina alleges that Defendant Becerra “was and is the Attorney General for  
7 California,” that “the Bureau of Gambling Control is within the Department of Justice,”  
8 and that “any power or authority of the department . . . may be exercised by the Attorney  
9 General or any other person as the Attorney General may delegate.” Id. ¶¶ 4, 9. Medina  
10 alleges that Defendant Quint, “in his official capacity of Chief of the Bureau of Gambling  
11 Control, has the exclusive authority to enforce the February 9, 2017 Decision and Order of  
12 the Commission” and that such enforcement “will necessarily and foreseeably result in a  
13 significant violation of Mr. Medina’s fundamental constitutional rights.” Id. ¶ 40.

14 It is true that Medina does not allege Defendant Quint’s or Defendant Becerra’s  
15 involvement in some of his claims for relief. And many of Medina’s claims are based on  
16 past actions by the Commission. For example, Medina alleges that the Commission  
17 violated his procedural due process rights when it issued its Decision and Order without  
18 notice or an opportunity to be heard. Id. ¶¶ 55–58.

19 However, Medina prays for relief in the form of declaratory and injunctive relief.  
20 Compl. at 16–17. Regardless of which actors Medina alleged initially implemented his  
21 constitutional deprivations, Defendants Quint and Becerra are those tasked with carrying  
22 out such deprivations by enforcing the Commission’s conditions. This is sufficient to  
23 establish a link between Medina’s claims and Defendants Quint and Becerra.

24 **b. Defendants Evans, Hammond, and To**

25 Medina alleges that Defendants Evans, Hammond, and To (the “Commission  
26 Defendants”) were, or are, current members of the Commission, which is the “agency []  
27 tasked with determining, inter alia, whether to grant a gaming license to a particular  
28 applicant, and to what extent conditions may be imposed as a condition of being licensed.”



1 Id. ¶ 6. Further, the Commission’s Decision and Order (attached to Medina’s Complaint  
2 as Exhibit D) is signed by each of Defendants Evans, Hammond, and To. Id. at 89.

3 Although the Complaint does not explicitly allege the Commission Defendants’  
4 individual involvement in Medina’s harm, there are sufficient facts to draw the reasonable  
5 inference that they were involved in the execution of the Commission’s Decision and  
6 Order. By signing the Decision and Order, the Commission Defendants effectively  
7 imposed the license conditions which Medina alleges violate his constitutional rights. This  
8 is sufficient to establish a link between Medina’s claims and the named Commission  
9 Defendants.

10 Accordingly, this Court DENIES Defendants’ Motion to Dismiss for failure to state  
11 a claim against the named Defendants.

12 **III. MEDINA’S MOTION FOR PRELIMINARY INJUNCTION**

13 **A. Legal Standard: Motion for Preliminary Injunction**

14 Federal Rule of Civil Procedure 65(a) governs the issuance of preliminary  
15 injunctions. To obtain a preliminary injunction pursuant to Rule 65(a), a plaintiff “must  
16 establish that he is likely to succeed on the merits, that he is likely to suffer irreparable  
17 harm in the absence of preliminary relief, that the balance of equities tips in his favor, and  
18 that an injunction is in the public interest.” Winter v. Natural Res. Def. Council, Inc., 555  
19 U.S. 7, 20 (2008). “A preliminary injunction is an extraordinary remedy never awarded as  
20 of right. In each case, courts ‘must balance the competing claims of injury and must  
21 consider the effect on each party of the granting or withholding of the requested relief.’  
22 ‘In exercising their sound discretion, courts of equity should pay particular regard for the  
23 public consequences in employing the extraordinary remedy of injunction.’” Id. at 24  
24 (internal citations omitted). The Ninth Circuit has adopted a sliding scale approach to  
25 preliminary injunctions in which “the elements of the preliminary injunction test are  
26 balanced, so that a stronger showing of one element may offset a weaker showing of  
27 another.” Alliance for the Wild Rockies v. Cottrell, 632 F.3d 1127, 1131 (9th Cir. 2011).

28

1           **B.       Discussion: Motion for Preliminary Injunction**

2           Medina makes several claims for injunctive relief and asks that the Court enjoin  
3 Defendants Becerra and Quint from enforcing the new conditions added to Lucky  
4 Chances’ gambling licenses in 2017. Plaintiff’s Mot. (dkt. 10) at 24. Medina does not  
5 object to the 2017 License Conditions insofar as they are consistent with the 2009 License  
6 Conditions. See id. Thus, Medina objects to License Condition One and License  
7 Condition Five of the 2017 License Conditions, and to the other license conditions to the  
8 extent that they require adherence to License Conditions One and Five. License Condition  
9 One provides that “Rene Medina shall be prohibited from entering, being present in, or in  
10 any way patronizing any areas on Lucky Chances’ property.” Decision and Order at 31.  
11 License Condition Five provides that “Rene Medina shall not have any communication,  
12 directly or indirectly, with any employee or owner of Lucky Chances, except that Rene  
13 Medina may communicate with his immediate family members provided the  
14 communication does not relate to any part of [Lucky Chances’] business.” Id. at 32.

15           Medina’s claim that License Condition One violates his constitutional rights is not  
16 yet ripe. However, Medina’s claim that License Condition Five constitutes an  
17 impermissible prior restraint in violation of the First Amendment justifies a preliminary  
18 injunction.

19                       **1.       License Condition One**

20           Medina’s request that this Court enjoin Defendants from enforcing License  
21 Condition One appears to be unripe. In fact, Defendants have consistently recognized that  
22 Condition One does not restrict Medina from entering Café Colma. Rather, Defendants  
23 have contended that Condition One is merely directed at Lucky Chances, providing  
24 penalties for Lucky Chances should it not fulfill its obligations under the license  
25 conditions.<sup>12</sup> The Defendants adopted this position in their Motion to Dismiss, see Defs.’

26 \_\_\_\_\_  
27 <sup>12</sup> Medina did not argue in his Motion that he will suffer any injury as a result of penalties imposed  
28 on Lucky Chances. However, at the Motion Hearing, Medina’s counsel raised, for the first time, Medina’s apparent financial interest in the ongoing licensure of the Casino. See Motion Hearing Transcript (dkt. 37) at 16. As Medina’s Motion is denied without prejudice, he may make

1 Mot. at 5 (“The Conditions were not imposed on Plaintiff.”), and in the Commission’s  
2 filings in Superior Court, see Tentative Ruling at 6 (“Respondent responds that the license  
3 conditions do not impose restrictions on Rene Medina . . . “). In their Opposition to Lucky  
4 Chances’ petition, the Commission argued that the Order “obviously cannot, and does not,  
5 impose any restrictions upon Rene Medina, who is neither a licensee nor a party herein.  
6 Rather, it requires [Lucky Chances] to take whatever steps are necessary to exclude Rene  
7 Medina from the Lucky Chances premises.” Respondent’s Opp’n to Petition (Superior  
8 Court dkt. 29) at 23. Because this Court reads License Condition One as not restricting  
9 Medina from entering Café Colma, and Defendants affirm this reading, Medina’s request  
10 to enjoin Defendants from enforcing License Condition One against him personally is not  
11 yet ripe.

12 However, if Lucky Chances or any third party excludes Medina from Café Colma,  
13 at the direction of Defendants, his claim will become ripe. See Peterson v. City of  
14 Greenville, 373 U.S. 244, 248 (1963) (finding state action against individuals when the  
15 “[s]tate has commanded a particular result” by compelling private actors to violate those  
16 individuals’ constitutional rights). Thus, this Court DENIES Medina’s Motion for  
17 Preliminary Injunction as to License Condition One without prejudice.

18 **2. License Condition Five**

19 Unlike License Condition One, License Condition Five constitutes a direct  
20 restriction on Rene Medina. Further, as to License Condition Five, Medina has established  
21 (1) likelihood of success on the merits, (2) irreparable injury, (3) a balance of equities in  
22 his favor, and (4) that a preliminary injunction is in the public interest. See Winter, 555  
23 U.S. at 20.

24 **a. Likelihood of Success on the Merits**

25 Medina has established a likelihood of success on the merits for his First  
26 Amendment Claim.

27  
28 alternative arguments based on this potential property interest in the future, if he wishes to do so.

1 In his First Amendment claim, Medina contends that the 2017 License Conditions  
2 “constitute a prior restraint of protected expression.” Plaintiff’s Mot. at 21. In support of  
3 his claim, Medina points to License Condition Five of the 2017 License Conditions, which  
4 prohibits him from speaking with all employees of Lucky Chances regarding any subject  
5 matter. Id. at 21–22. He asserts that this would include topics such as “sports, current  
6 events, politics, religion, family or matters of public concern.” Id. The plain language of  
7 License Condition Five does not contradict Medina’s assertions. See Decision and Order  
8 at 31–32.

9 A prior restraint on speech exists when the exercise of protected expression is  
10 contingent upon the approval of government officials. See Near v. Minnesota, 283 U.S.  
11 697, 711–13 (1931). The term prior restraint describes “administrative and judicial orders  
12 forbidding certain communications when issued in advance of the time that such  
13 communications are to occur.” Alexander v. United States, 509 U.S. 544, 550 (1993)  
14 (quoting M. Nimmer, Nimmer on Freedom of Speech § 4.03, p. 4–14 (1984)). There is a  
15 “heavy presumption” against the validity of a prior restraint on speech. Forsyth Cty., Ga.  
16 v. Nationalist Movement, 505 U.S. 123, 130 (1992); Nebraska Press Ass’n v. Stuart, 427  
17 U.S. 539, 558 (1976). “‘Unlike an adverse action taken in response to actual speech,’ a  
18 prospective restriction ‘chills potential speech before it happens.’ The government  
19 therefore must shoulder a heavier burden when it seeks to justify an ex ante speech  
20 restriction . . .” Moonin v. Tice, 868 F.3d 853, 861 (9th Cir. 2017) (citing United States v.  
21 Nat’l Treasury Emps. Union, 513 U.S. 454, 468 (1995)).

22 Here, because License Condition Five prohibits Medina from communicating with  
23 all Lucky Chances employees, regardless of subject matter, it constitutes a prior restraint  
24 on speech. License Condition Five is an order imposed directly on Medina which forbids  
25 his communications before those communications occur. See Alexander, 509 U.S. at 550.

26 Defendants have not met the heavy burden of justifying this prospective restriction  
27 on Medina’s speech. Defendants argue that while the Casino was subject to the 2009  
28 License Conditions, Medina acted in a way that “established material involvement with a

1 gambling operation.” Defs.’ Opp’n at 4. Defendants stress the “longstanding public  
2 policy regarding, and public interest in, gambling regulation.” Id. at 5–7. However,  
3 Defendants provide no justification for License Condition Five specifically. See Defs.’  
4 Opp’n at 11. They do not articulate how prohibiting Medina from communicating with  
5 Lucky Chances employees on all topics, even those unrelated to the gambling operation,  
6 will further their interest in regulating gambling. At the Motion Hearing, Defendants’  
7 counsel was unable to provide any precedential authority to support the constitutionality of  
8 License Condition Five and conceded that “there probably should be some narrowing of  
9 that particular provision.” Motion Hearing Transcript at 7. Defendants have not met their  
10 heavy burden of justifying the prior restraint. See Moonin, 868 F.3d at 861.

11 Accordingly, Medina is likely to succeed in showing that License Condition Five  
12 violates the First Amendment. As Medina has shown a likelihood of success on the merits  
13 for his First Amendment claim, this Court need not address Medina’s other claims for  
14 relief.

15 **b. Irreparable Harm**

16 Medina alleges his injury in the form of interference with his constitutional rights.  
17 Plaintiff’s Mot. at 22–23. Specifically, Medina asserts that his harm is significant because  
18 “he is being deprived of a basic liberty interest by the Commission,” including “the right to  
19 speak with employees of Lucky Chances Casino.” Plaintiff’s Mot. at 23.<sup>13</sup> Medina’s  
20 asserted harm derives from the unconstitutional prior restraint on his speech.

21 The Supreme Court has held that a loss of First Amendment freedom of speech “for  
22 even minimal periods of time, unquestionably constitutes irreparable injury.” Elrod v.

23 \_\_\_\_\_  
24 <sup>13</sup> In his Motion, Medina primarily contends that he suffers harm because he has been deprived of  
25 a basic liberty interest, granted by California’s Unruh Civil Rights Act, without due process of  
26 law. Id. at 13–14; see also Motion Hearing Transcript at 14–15. At the Motion Hearing, this  
27 Court indicated that any interest provided by Unruh would require an individual to assert  
28 membership in a protected class. Motion Hearing Transcript at 15; see Gayer v. Polk Gulch, Inc.,  
231 Cal. App. 3d 515, 521 (Ct. App. 1991). In his Motion, Medina did not assert any other  
interest entitled to due process, though he did, for the first time at the Motion Hearing, raise his  
financial interest in Lucky Chances. Motion Hearing Transcript at 15–16. Nevertheless, as  
Medina’s asserted harm also derives from his valid First Amendment claim, the Court need not  
decide this issue at this time.

1 Burns, 427 U.S. 347, 373 (1976). In order to establish a likelihood of irreparable harm,  
2 Medina must do more than assert a First Amendment violation; he must show purposeful  
3 unconstitutional suppression of speech. See Goldie’s Bookstore, Inc. v. Superior Court of  
4 State of Cal., 739 F.2d 466, 472 (9th Cir. 1984).

5 Here, Medina has established a valid First Amendment claim that is likely to  
6 succeed on the merits. Without the benefit of a preliminary injunction, Medina suffers  
7 prior restraint on his speech. Given Medina’s declaration that the Commission has  
8 “prohibited [him] from talking to any employees of Lucky Chances Casino, including  
9 topics unrelated to gambling activities,” Medina has demonstrated purposeful,  
10 unconstitutional suppression of speech. Medina Decl. ¶¶ 43, 45. Thus, Medina has  
11 established a likelihood of irreparable harm.

12 **c. Balance of Equities and Public Interest**

13 The final two elements of the preliminary injunction test—that the balance of  
14 equities tips in his favor, and that an injunction is in the public interest—weigh in favor of  
15 granting Medina’s Motion for Preliminary Injunction. In a motion for preliminary  
16 injunction, courts “must balance the competing claims of injury and must consider the  
17 effect on each party of the granting or withholding of the requested relief.” Winter, 555  
18 U.S. at 24. “In exercising their sound discretion, courts of equity should pay particular  
19 regard for the public consequences in employing the extraordinary remedy of injunction.”  
20 Id. (internal citations omitted).

21 Here, Defendants argue that California has strong interests in regulating gambling,  
22 ensuring public trust, and keeping criminal and corruptive elements and disqualified  
23 persons from associating with gambling establishments. Defs.’ Opp’n at 13. They argue  
24 that an injunction would frustrate those interests by allowing a convicted felon to “return to  
25 circumstances which previously led to GCA violations.” Id. As discussed above, the  
26 Defendants have not explained why enforcement of the broadened 2017 restrictions on  
27 Medina’s speech will better prevent actions in violation of the GCA. And, even assuming  
28 that those conditions do further the public interest in regulating gambling, that interest is

1 outweighed by Medina’s First Amendment interest in communicating with Lucky Chances  
2 employees regarding non-gambling related topics.

3 If Defendants Becerra and Quint enforce License Condition Five against Medina, he  
4 is likely to suffer irreparable injuries with respect to his constitutional right to free speech,  
5 which cannot be adequately remedied through damages. See Stormans, Inc. v. Selecky,  
6 586 F.3d 1109, 1138 (9th Cir. 2009).

7 **IV. CONCLUSION**

8 For the foregoing reasons, the Court GRANTS Medina’s Motion for Preliminary  
9 Injunction and ENJOINS Defendants Quint and Becerra from enforcing License Condition  
10 Five.

11 **IT IS SO ORDERED.**

12 Dated: November 16, 2017



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CHARLES R. BREYER  
United States District Judge

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