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SUPERIOR COURT OF CALIFORNIA
COUNTY OF LOS ANGELES
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John A. ...
By *[Signature]* ...
GLORIETTA ROBINSON Deputy

9 SUPERIOR COURT OF THE STATE OF CALIFORNIA
10 COUNTY OF LOS ANGELES

12 **AMERICAN FREEDOM ALLIANCE, a**
13 **nonprofit corporation,**
14 **Plaintiff,**
15 **v.**
16 **CALIFORNIA SCIENCE CENTER, a legal**
17 **entity of the State of California;**
18 **CALIFORNIA SCIENCE CENTER**
19 **FOUNDATION, a nonprofit corporation;**
20 **JEFFREY RUDOLPH, an Individual, and**
21 **DOES 1 through 50, inclusive,**
22 **Defendants.**

Case No. BC 423687
**DEFENDANTS CALIFORNIA SCIENCE
CENTER AND JEFFREY RUDOLPH IN
HIS INDIVIDUAL AND OFFICIAL
CAPACITY AS PRESIDENT AND CEO
OF THE CALIFORNIA SCIENCE
CENTER'S REPLY BRIEF IN SUPPORT
OF THEIR MOTION FOR SUMMARY
JUDGMENT, OR IN THE
ALTERNATIVE, SUMMARY
ADJUDICATION, ON PLAINTIFF'S
THIRD AMENDED COMPLAINT**
**[Center Defendants' Lodgment of Non-
California Authorities; Reply to AFA's
Opposition to Separate Statement;
Opposition to AFA's Objections to
Evidence; Objections to Becker
Declaration; [Proposed] Order on
Objections to Becker Declaration;
Objections and Motion to Strike
Woodward Declaration; Objections and
Motion to Strike Lepiscopo Declaration,
filed concurrently herewith]**
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Judge: The Honorable Terry A. Green
Trial Date: September 12, 2011
Action Filed: October 14, 2009

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1 INTRODUCTION

2 The Center’s and Rudolph’s Motion (Motion) satisfied their “burden of persuasion to show
3 that there was no triable issue of material fact and that they were entitled to judgment as a matter
4 of law.” (*Aguilar v. Atlantic Richfield Co.* (2001) 25 Cal.4th 826, 861.) AFA’s Opposition Brief
5 (Opposition or Opp.) failed to satisfy its burden “to show, not merely by allegations or denials,
6 but by competent evidence, that a triable issue of one or more material facts exists as to the cause
7 of action or defense in question.” (*Wiz Technology, Inc. v. Coopers & Lybrand LLP* (2003) 106
8 Cal.App.4th 1, 10-11.) AFA’s Opposition fails to meet its burden because, among other reasons,
9 “it is essentially conclusory, argumentative [and] based on conjecture and speculation.” (*Id.*)
10 As such, the Motion should be granted.

11 ARGUMENT

12 I. AFA’S BREACH OF CONTRACT CLAIM AGAINST THE CENTER (FIRST CAUSE OF
13 ACTION) FAILS

14 A. AFA Failed to Comply With the Government Claims Act, and Its Failure
15 Was Not Excused

16 AFA concedes that it did not file a claim for damages for the Center’s alleged breach of
17 contract pursuant to the Government Claims Act. (Sep. Stmt. 22, 23, 24.) AFA’s failure to
18 submit a timely claim bars it from pursuing its breach of contract claim. (Motion, 4:18-5:17.)¹

19 AFA seems to argue that its failure to comply with the Government Claims Act might be
20 excused because the Center did not file a form with the Secretary of State as required by
21 Government Code section 946.4 of certain defined “public agencies.” (Opp. 4:26-6:10; AFA’s
22 UMF 9.) This contention is irrelevant because Government Code section 946.4 applies only to
23 “public agencies” defined in Government Code section 53050, which on its face expressly
24 excludes “the state” from the definition “public agency” for purposes of that statute. (Gov. Code,
25 §§ 946.4, 53050 [“The term ‘public agency,’ as used in this article, means a district, public

26 ¹ AFA makes red herring arguments that the Government Claims Act’s claim filing
27 requirements do not apply to its claims for injunctive or declaratory relief, or to its claims under
28 42 U.S.C. § 1983. (Opp., 6:11-7:2.) While the Center’s Motion seeks judgment on those causes
of action, it does so for other reasons. The Government Claims Act’s application or non-
application to AFA’s other causes of action is irrelevant.

1 authority, public agency, and any other political subdivision or public corporation in the state, but
2 does not include the state or a county, city and county, or city”] [emphasis added].) A leading
3 treatise on the Government Claims Act recognizes that Government Code section 946.4 applies to
4 “local agencies.” (California Government Tort Liability Practice (Cont.Ed.Bar 4th ed. 2011)
5 §§ 5.43-5.48, pp. 198-203.) Because the Center is a state entity and not a local agency (Motion,
6 12:1-14:2), the Center is not required by Government Code section 946.4 to submit a form to the
7 Secretary of State as local agencies are required.

8 AFA cites to no case, and the Center is aware of none, which has held that Government
9 Code section 53050’s definition of “public agency” includes state entities (such as the Center).
10 All of the cases known to the Center to interpret Government Code section 53050 deal with non-
11 state, non-county, and non-city public entity defendants such as local redevelopment agencies
12 (e.g., *Wilson v. San Francisco Redevelopment Agency* (1977) 19 Cal.3d 555), local transit boards
13 (e.g., *Helzer v. North San Diego County Transit Dev. Bd.* (1980) 112 Cal.App.3d 708), and local
14 school districts (e.g., *Hovd v. Hayward Unified School Dist.* (1977) 74 Cal.App.3d 470). The
15 Center has no quarrel with AFA’s citation to *Wilson, supra*, for the generic proposition that
16 compliance with Government Code section 946.4 is mandatory and strictly construed. (Opp.,
17 5:23-6:10.) Because the Center is not a “public agency” as defined by Government Code section
18 53050, however, it does not need to comply (strictly or otherwise) with Government Code section
19 946.4.

20 Interpreting Government Code section 53050 to not include a state entity like the Center is
21 consistent with the purpose of the Government Claims Act. Claims against local entities are to be
22 presented directly to that local entity. (Gov. Code, § 915, subd. (a).) “The dominant purpose of
23 the [Gov. Code § 53050] roster procedure is to provide reliable information about local public
24 agencies and thus facilitate service of process.” (California Government Tort Liability Practice
25 (Cont.Ed.Bar 4th ed. 2011) § 5.46, p. 200.) By contrast, all claims against state entities (like the
26 Center) are to be presented to the Victim Compensation and Government Claims Board. (Gov.
27 Code, § 915, subd. (b).) As such, the Secretary of State’s Roster of Public Agencies, which
28 provides information to help a claimant serve a claim on a local public agency, serves no

1 purposes with regard to any claim AFA might have sought to submit to the Victim Compensation
2 and Government Claims Board concerning its dispute with the Center.

3 AFA's speculation as to the Center's possible motives for not disclosing AFA's fatal error
4 in not submitting a timely claim is neither well-taken nor relevant. Case law uniformly holds that
5 "it is well-settled that claims statutes must be satisfied even in face of the public entity's actual
6 knowledge of the circumstances surrounding the claim. Such knowledge - standing alone -
7 constitutes neither substantial compliance nor basis for estoppel." (*City of San Jose v. Superior*
8 *Court (Lands Unlimited)* (1974) 12 Cal.3d 447, 455.) Simply filing this lawsuit did not satisfy
9 AFA's claim presentation requirement. (*City of Stockton v. Superior Court (Bodde)* (2004) 32
10 Cal.4th 1234, 1239.) The Center is under no duty to have advised AFA of its obligation to submit
11 a timely claim for the alleged breach of contract damages it was seeking. AFA was responsible
12 for submitting its claim in a timely manner, not the Center.²

13 **B. The Center Is Not a Party to the Event Contract**

14 The undisputed facts are that AFA negotiated the Event Contract only with persons who
15 were in fact Foundation employees, and the person who executed the Event Contract was in fact a
16 Foundation employee. (Sep. Stmt. 11, 12.) Regardless of who AFA might have thought it was
17 dealing with (and the evidence is that AFA did not care which entity it was contracting with (Sep.
18 Stmt. 13)), as a matter of law the Center cannot be a party to the Event Contract. (Civ. Code,
19 § 1550 [a party's consent is essential to the existence of a contract]. All the evidence is that the
20 Center lacked the legal ability to enter into the AFA Event Contract even had it wanted to, and
21 had no reason to enter into the contract.

22 **C. The Foundation is Not the Center's Agent**

23 At most, AFA might have asserted that the Foundation signed the Event Contract as the
24 Center's agent. The Center's Motion explained why, if AFA were to make such an argument, an

25 _____
26 ² While a local public agency covered by Government Code section 53050 may have the
27 burden of proof to show that that public agency has timely filed the proper form, Government
28 Code section 946.4 does not suggest that public agencies not covered by Government Code
section 53050 have the burden of proof to show that they do not fall within section Government
Code 53050's definition of "public agency."

1 actual or ostensible agency relationship could not exist as a matter of law. (Motion, 6:4-7:11.)
2 AFA's Opposition does not identify any specific facts that it contends establishes an agency
3 relationship; instead, it simply asserts, without specific citation, that one exists by virtue of "the
4 numerous facts cited above." (Opp., 18:21-19:3.) Such non-specific allegations are insufficient
5 for AFA to satisfy its burden. (*Wiz Technology, Inc., supra*, 106 Cal.App.4th at pp. 10-11.)

6 **II. AFA'S FEDERAL CONSTITUTIONAL CLAIMS (SECOND, THIRD AND FOURTH CAUSES**
7 **OF ACTION) FAIL**

8 **A. The Center's Sovereign Immunity Precludes AFA's Federal Constitutional**
9 **Claims**

10 AFA admits that "the Center, as an arm of the state, is immune from liability in an action
11 brought under § 1983." (Opp., 8:25-26.) Thus, judgment should be entered in the Center's favor
12 as to AFA's Second and Third Causes of Action which are expressly brought pursuant to 42
13 U.S.C. § 1983.

14 Judgment should also be entered in the Center's favor as to AFA's Fourth Cause of Action
15 for alleged violation of the federal Constitution's equal protection clause. As set forth in the
16 Center's Motion, alleged violations of the equal protection clause can be brought only through a
17 § 1983 action, and the Center is immune from § 1983 actions. (Motion, 14:24-15:2.) Tellingly,
18 AFA's Opposition fails to even attempt to dispute this well-settled principle. (Opp., 17:6-18:21.)

19 **B. AFA's Federal Constitutional Claims Against Rudolph in His Official**
20 **Capacity Fail**

21 **1. AFA is Not Entitled to Damages Against Rudolph in His Official**
22 **Capacity**

23 It is unclear from AFA's Opposition whether it contends that it can seek damages from
24 Rudolph in his official capacity as President and CEO of the Center. (See Opp., 9:1-10:11.) To
25 the extent that AFA argues that it can do so, such an argument fails to address the authorities cited
26 by the Center for the proposition that officials of state agencies possess immunity from damages
27 claims based on 42 U.S.C. § 1983 just as the state agency itself is immune. (Motion, 15:3-17.)

28 None of the cases cited by AFA stand for the proposition that a plaintiff can seek damages
from a state official sued in his official capacity for alleged violations of the federal Constitution.
In fact, the lead case cited by AFA states the opposite. *Pitts v. County of Kern* (1998) 17 Cal.4th

1 340, 344-345 expressly held that state officials are immune from 42 U.S.C. § 1983 damage claims.
2 At issue in *Pitts* was whether California district attorneys act on behalf of the state (and therefore
3 possess immunity from § 1983 damages) or on behalf of the county (and therefore do not possess
4 immunity from § 1983 damages). (*Id.*) The court held that “if we conclude that district attorney
5 acts on behalf of the state, our inquiry is over.” (*Id.*) Because AFA conceded that the Center is a
6 state entity, the court’s inquiry into whether Rudolph in this official Center capacity is liable for
7 damages similarly is “over.”

8 **2. AFA Cannot Obtain an Injunction Against Rudolph in His Official** 9 **Capacity**

10 The Center acknowledged in its Motion that an exception to a state agency’s sovereign
11 immunity exists pursuant to *Ex Parte Young* (1908) 209 U.S. 123, which allows a person to seek
12 prospective injunctive relief against a state agency official alleged to have violated that person’s
13 federal Constitutional rights. (Motion, 15:19-22.) AFA’s Opposition inexplicably devotes almost
14 two pages to argue what the Center already readily acknowledged. (Opp., 9:1-10:11.)

15 AFA’s Opposition asserts it is seeking the following injunction:

16 As part of this lawsuit, AFA seeks a declaration of rights and an Order requiring the
17 Defendants to make available to AFA and the public the use of the IMAX Theater for
18 a future private event to include the screening of a film concerning Intelligent Design
19 and/or Creationism, and to debate the merits of Darwinian/neo-Darwinian
20 evolutionary theory.

21 (Becker Decl. ¶ 3 [emphasis added].) AFA’s Opposition does not respond to the Center’s
22 argument, which is that only the Foundation has the authority to book private events at the IMAX
23 Theater. (Motion, 16:1-5.) As such, a prohibitory injunction against Rudolph in his official
24 Center capacity prohibiting him from refusing to book a future AFA event at the IMAX Theater
25 would be meaningless. Since Rudolph in his official Center capacity cannot book such a future
26 event, AFA cannot face a significant threat of future injury from Rudolph in that capacity. (*Haley*
27 *v. Casa Del Rey Homeowners Assn.* (2007) 153 Cal.App.4th 863, 873.)

28 Further, even if the court ordered Rudolph in his official Center capacity to require the
Foundation to book a future AFA event at the IMAX Theater, Rudolph would be legally
powerless to comply with such an order. As explained in the Motion, the Center’s binding

1 written lease agreement with the Foundation prohibits the Center from requiring the Foundation
2 to show any particular film at the IMAX Theater. (Motion, 16:1-10.) It is hornbook law that an
3 injunction cannot be enforced if it cannot be complied with. (*Freeman v. San Diego Assn. of*
4 *Realtors* (1999) 77 Cal.App.4th 171, 204; 6 Witkin, Cal. Procedure (5th ed. 2008) Prov.
5 Remedies § 395 [To enforce an injunction “[a]n action for violation of an injunction must plead
6 and prove that the defendant had the ability to comply with the injunction”].) It would be an idle
7 judicial act to issue an injunction against Rudolph in his official Center capacity that he does not
8 have the legal ability to comply with, and consequently which could not be enforced. (Civ. Code,
9 § 3532 [the law requires no idle acts]; *Donald v. Cafe Royale, Inc.* (1990) 218 Cal.App.3d 168,
10 183-184 [court refused to issue an injunction that could not be complied with].)

11 Finally, the Center objects to AFA’s attempt to incorporate by reference into its Opposition
12 to the Center’s Motion AFA’s twenty page opposition to a motion for summary adjudication filed
13 by the Foundation. (Opp., 10:7-11.) Doing so would be patently unfair to the Center, which is
14 limited to only ten pages in reply, as it would force the Center to respond to AFA’s nineteen page
15 Opposition as well as the twenty additional pages of legal argument.³ Further, AFA does not
16 explain how its opposition to the Foundation’s motion (in which AFA argues that the Foundation
17 should be required to comply with constitutional requirements because it is allegedly a state actor)
18 is somehow relevant to AFA’s contention in its Opposition to the Center’s Motion that the Center
19 and Rudolph are somehow responsible for the Foundation’s alleged actions.

20 **C. AFA’s Federal Constitutional Claims Against Rudolph in His Individual**
21 **Capacity Fail**

22 **1. Damages Are Not Available Against Rudolph in His Individual**
23 **Center Capacity**

24 **a. Rudolph took no action under color of state law in his**
25 **individual Center capacity**

26 The Center’s Motion did not suggest that the state’s sovereign immunity prohibits a state
27 official sued in his individual capacity from potentially being held liable for damages to be paid

28 ³ To the extent that the court allows AFA to incorporate by reference, the Center requests
that it be allowed to incorporate the Foundation’s Reply Brief in Support of its Motion concerning
the U.S. and California Constitutions into this Reply Brief.

1 out of the official's own resources.⁴ As AFA noted in its Opposition, a state official can be
2 individually liable only if he, acting under color of state law, caused a deprivation of a federal
3 right. (Opp., 9:27-10:6.) As argued in the Motion, however, there are no facts which would
4 support the argument that Rudolph, in his individual Center capacity, took any actions under
5 color of state law when he canceled the AFA Event Contract in his official Foundation capacity.
6 (Sep. Stmt. 61, 62, 63, 68.) All the undisputed evidence demonstrates that Rudolph was acting
7 only in his private Foundation capacity when he canceled the AFA Event Contract because only
8 the Foundation has the power to book private events at the IMAX Theater. (*Id.*) As such,
9 Rudolph did not take any actions in his individual Center capacity that could potentially subject
10 him to liability.

11 **b. Rudolph in his individual Center capacity possesses qualified**
12 **immunity to AFA damages claims**

13 Even if Rudolph is deemed to have acted in his Center capacity when he canceled the Event
14 Contract (which is not conceded) and such action deprived AFA of a federal right (which also is
15 not conceded), Rudolph in his individual Center capacity still possesses qualified immunity.
16 (Motion, 16:12-17:23.)

17 **(1) Rudolph in his individual Center capacity did not violate**
18 **AFA's Constitutional rights**

19 AFA first argues that Rudolph is automatically liable, in his Center capacity, for every
20 action he takes in his Foundation capacity. (Opp., 13:11-14:6.) In essence, AFA argues that as a
21 matter of law the court cannot recognize that Rudolph can act in separate roles, and instead each
22 action Rudolph takes is automatically imputed to both organizations. (*Id.*) AFA cites to no legal
23 authority for that sweeping proposition, and the Center is aware of none.

24 AFA next argues that a "trail of emails" supports a conclusion that Rudolph's canceled the
25 AFA Contract in order to squelch AFA's speech. (Opp., 14:11-23.) Those emails, none of which
26 were written by Center employees and which reportedly state the Smithsonian Institute's concern

27 ⁴ There may be additional reasons why Rudolph is not liable to AFA in his individual
28 capacity under the facts of this case, but they are not relevant to this Motion.

1 with the misleading press releases, cannot support an inference that Rudolph in his individual
2 Center capacity took any action to infringe on AFA's rights. (AFA's UMF ¶¶ 12, 16, 18, 19, 35.)

3 AFA further argues that Rudolph's failure to resolve whether the offending press release
4 was authored and issued by AFA, as opposed to Discovery Institute, and that Rudolph cancelled
5 the Event Contract quickly, is evidence that Rudolph in his Center capacity intentionally violated
6 AFA's right. (Opp., 14:24-15:16.) These speculative leaps are not supported by the evidence.
7 AFA even acknowledges that this "evidence" viewed by the average person would appear
8 "benign and somewhat incoherent." (Opp., 15:6.) The Center agrees.

9 **(2) Rudolph in his individual Center capacity did not violate**
10 **clearly established law**

11 For purposes of this Motion, the Center does not dispute that it is clearly established law
12 that a government official generally cannot regulate speech due to its content. (Opp., 15:17-16:6.)
13 However, "[q]ualified immunity gives government officials breathing room to make reasonable
14 but mistaken judgments about open legal questions." (*Ashcroft v. al-Kidd* (2011) 563 U.S. __, at
15 p. *12, 2011 WL 2119110.) The United States Supreme Court reiterated just this week that,
16 "[w]e have repeatedly told courts—and the Ninth Circuit in particular, [cite]— not to define
17 clearly established law at a high level of generality." (*Id.*, at p. *10.) AFA has not taken the
18 Supreme Court's direction and instead has defined "clearly established law" at too high a level of
19 generality. AFA posits that the "clearly established law" at issue is whether "a reasonable
20 government official would not know that refusing access to a forum because of objections to the
21 speaker's viewpoint violates the First Amendment." (Opp., 17:3-5.) The more appropriate
22 question is whether it is clearly established law that Rudolph was prohibited from canceling the
23 Event Contract due to his belief (whether correct or mistaken) that AFA breached that contract.
24 AFA offers no authority for the proposition that there is any clearly established law that would
25 have put Rudolph on notice that his cancellation of the Event Contract based on his understanding
26 that AFA had breached the contract would violate AFA's federal Constitutional rights. Without
27 providing evidence of what the clearly established law is on this point, AFA has not met its
28 burden in Opposition to the Motion.

1 **2. An Injunction Is Not Available Against Rudolph in His Individual**
2 **Center Capacity**

3 The Center demonstrated that no injunction can issue compelling Rudolph in his individual
4 Center capacity to take any action with respect to bookings at the IMAX Theater. (Motion, 18:1-
5 6.) Rudolph, as an individual, has no legal authority to book private events at the IMAX Theater;
6 therefore such an injunction would be a prohibited idle judicial act. (See Section II.B.2, *supra*.)

7 **III. AFA'S CALIFORNIA CONSTITUTIONAL CLAIM (EIGHTH CAUSE OF ACTION) FAILS**

8 **A. Neither the Center Nor Rudolph in His Center Capacities Took the Actions**
9 **AFA Contends Violates the California Constitution**

10 As discussed in the Center's Motion, only the Foundation and not the Center had the right
11 to book private events at the IMAX Theater (Sep. Stmt. 8, 9), the Event Contract was negotiated
12 and signed by Foundation employees (*id.*, 38), and only Rudolph his Foundation capacity
13 canceled the Event Contract (*id.*, 18.) (Motion, 7:16-8:2.) AFA does not rebut these facts.

14 **B. There is No Evidence Either the Center or Rudolph in His Center**
15 **Capacities Intended to Discriminate Against AFA**

16 Also as discussed in the Center's Motion, even assuming that the Foundation's decision to
17 cancel the Event were somehow attributable to the Center Defendants, AFA still cannot prove
18 that the Foundation's decision to do so was the result of a discriminatory motive. (Motion, 8:3-
19 11:21.) As anticipated, the "evidence" AFA cites in its Opposition consists of nothing more than
20 speculation as to the Foundation's motives. (Opp., 13:11-15:16.)

21 **C. AFA Cannot Obtain Damages for Violations of the California Constitution**

22 AFA concedes that damages are not available, even if proven, for the alleged violations of
23 the California Constitution asserted in the operative complaint. (Opp., 10:14-17.) AFA's
24 footnote 2, p. 10, states that *Degrassi v. Cook* (2002) 29 Cal.4th 333, 344, did not foreclose all
25 actions for damages for a violation of the California Constitution's free speech clause (Article I, §
26 2), but AFA does not argue that it is entitled to damages in this case.

27 ///

28 ///

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1 **D. An Injunction Cannot Issue to Address AFA's Unfounded Fears**

2 AFA argues that an injunction requiring compliance with the California Constitution can
3 issue against the Center and Rudolph in his Center capacities because Rudolph "can't be trusted"
4 to allow AFA to rent the IMAX Theater for a private event in the future due to an
5 unconstitutional reason. (Opp., 10:23-11:6; Becker Decl. ¶ 3.) An injunction cannot issue unless
6 AFA offers "actual evidence that there is a realistic prospect that the party enjoined intends to
7 engage in the prohibited activity." (*Korean Philadelphia Presbyterian Church v. Cal. Presbytery*
8 (2000) 77 Cal.App.4th 1069, 1084.) The evidence AFA cited does not meet this standard. When
9 Rudolph was asked if he had any concerns about AFA renting the IMAX Theater for the
10 Intelligent Design event, he testified,

11 A. Not specifically, as it -- a private event really -- I shouldn't say without any
12 limitation, but generally, a private event doesn't bother us what it's about, because it is
13 a private event, just a use of our facilities. There may -- you know, I guess it could be
14 something objectionable, but generally, no.

(Pl's facts disputing Def. Sep. Stmt., ¶ 44.)

15 Rudolph's testimony cannot reasonably be interpreted as "actual evidence" of a "realistic
16 prospect" that the Center would (even if it could) block AFA from renting the IMAX Theater
17 based on the content of an as-of-yet unproposed future AFA event. (Motion, 15:22-26.)

18 **IV. AFA'S CLAIM FOR DECLARATORY RELIEF (NINTH CAUSE OF ACTION) FAILS**

19 AFA's Opposition does not directly address the Center's Motion concerning the
20 unavailability of declaratory relief. (Motion, 18:21-19:2.) The Center stands on its Motion.

21 **V. AFA CANNOT OBTAIN PUNITIVE DAMAGES FROM THE CENTER**

22 AFA does not dispute the Center's Motion which demonstrated that AFA cannot obtain
23 punitive damages from the Center under any circumstances. (Motion, 19:2-14; Sep. Stmt. 82.)

24 **CONCLUSION**

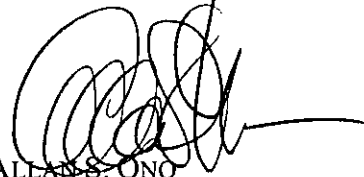
25 For all the reasons stated above and in the Center's Motion, the Center and Rudolph
26 respectfully request that their Motion be granted.
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Dated: June 3, 2011

Respectfully Submitted,

KAMALA D. HARRIS
Attorney General of California



ALLAN S. ONO
Deputy Attorney General
*Attorneys for Defendants California Science
Center and Jeffrey Rudolph in his individual
and official capacity as President and CEO
of the California Science Center*

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DECLARATION OF SERVICE BY ELECTRONIC & U.S. MAIL

Case Name: **American Freedom Alliance v. California Science Center, et al.**
Case No.: **BC 423687**

I declare:

I am employed in the Office of the Attorney General, which is the office of a member of the California State Bar, at which member's direction this service is made. I am 18 years of age or older and not a party to this matter.

I am familiar with the business practice at the Office of the Attorney General for collection and processing of correspondence for mailing with the United States Postal Service. In accordance with that practice, correspondence placed in the internal mail collection system at the Office of the Attorney General is deposited with the United States Postal Service that same day in the ordinary course of business.

On June 3, 2011, I served the attached DEFENDANTS CALIFORNIA SCIENCE CENTER AND JEFFREY RUDOLPH IN HIS INDIVIDUAL AND OFFICIAL CAPACITY AS PRESIDENT AND CEO OF THE CALIFORNIA SCIENCE CENTER'S REPLY BRIEF IN SUPPORT OF THEIR MOTION FOR SUMMARY JUDGMENT, OR IN THE ALTERNATIVE, SUMMARY ADJUDICATION, ON PLAINTIFF'S THIRD AMENDED COMPLAINT by transmitting a true copy via ELECTRONIC MAIL. In addition, I placed a true copy thereof enclosed in a sealed envelope with postage thereon fully prepaid, in the United States Mail at Los Angeles, California, addressed as follows:

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I declare under penalty of perjury under the laws of the State of California the foregoing is true and correct and that this declaration was executed on June 3, 2011, at Los Angeles, California.

Olivia C. Padilla

Declarant



Signature