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Suzette Rasmussen (Bar No. 15981)
Krystaly Koch (Bar No. 16491)
FREEMAN LOVELL, PLLC
9980 S. 300 W., Suite 200
Sandy, UT 84070
Office: (385) 355-4826
Email: suzette.rasmussen@freemanlovell.com
Email: krystaly.koch@freemanlovell.com
Attorneys for Plaintiffs

**IN THE SEVENTH JUDICIAL DISTRICT COURT
GRAND COUNTY, STATE OF UTAH**

BLUERIBBON COALITION, INC., a nonprofit corporation; MOAB SIDE X SIDE ADVENTURES, a Utah limited liability company; HELLMANS XTREME 4X4 TOURS, LLC, a Utah limited liability company; GANDM LLC, a Utah limited liability company d/b/a ULTIMATE UTV ADVENTURES; GRAND COMPANY LLC, a Utah limited liability company; TRAPAX, INC., a Utah corporation d/b/a CANYONLANDS BY NIGHT AND BY DAY; OUTLAW JEEP ADVENTURES, LLC, a Utah limited liability company; CLIFFHANGER, INC., a Utah corporation d/b/a CLIFFHANGER JEEP RENTAL; MOAB COWBOY OFF ROAD ADVENTURES, LLC, a Utah limited liability company d/b/a MOAB COWBOY OFF-ROAD; MOAB TOUR COMPANY, a Utah corporation; EPIC 4X4 ADVENTURES, INC., a Utah corporation; F AND L LLC, a Utah limited liability company, d/b/a SLICK ROCK OFF-ROAD RENTALS AND AUTO SPA; SLM CORPORATION, a Utah corporation d/b/a HIGH POINT HUMMER & ATV TOURS AND RENTALS,

Plaintiffs,

VERIFIED COMPLAINT

Tier 3

Civil No.:

Judge:

vs.

GRAND COUNTY;
CHRISTINA SLOAN, in her capacity as Grand County attorney; CHRIS BAIRD, in his capacity as Strategic Development Director; MARY MCGANN, in her capacity as County Commission member; SARAH STOCK, in her capacity as County Commission member; TRISHA HEDIN, in her capacity as County Commission member; KEVIN WALKER, in his capacity as County Commission member; EVAN CLAPPER, in his capacity as County Commission member; JACQUES HADLER, in his capacity as County Commission member; GABRIEL WOYTEK, in his capacity as County Clerk; CITY OF MOAB; CARLY CASTLE, in her capacity as City Manager; EMILY NIEHAUS, in her capacity as Mayor; JOETTE LANGIANESE, in her capacity as Mayor; RANI DERASARY, in her capacity as City Council member; KALEN JONES, in his capacity as City Council member; TAWNY KNUTESON-BOYD, in her capacity as City Council member; JASON TAYLOR, in his capacity as City Council member; LUKE WOJCIECHOWSKI, in his capacity as City Council member; and DOE INDIVIDUALS 1-99, whose names are currently unknown,

Defendants.

PLAINTIFFS BlueRibbon Coalition, Inc., Moab Side X Side Adventures, LLC, Hellmans Xtreme 4x4 Tours LLC, GANDM LLC d/b/a Ultimate UTV Adventures, Grand Company, LLC, Trapax, Inc. d/b/a Canyonlands by Night and by Day, Outlaw Jeep Adventures, LLC, Cliffhanger Inc. d/b/a Cliffhanger Jeep Rental, Moab Cowboy Off-Road Adventures, LLC d/b/a Moab Cowboy Off-Road, Moab Tour Company, Epic 4X4 Adventures, Inc, F and L LLC d/b/a Slick Rock Off-Road Rentals & Auto Spa, and SLM Corporation d/b/a High Point Hummer & ATV Tours and Rentals (“**High Point**”) collectively, (“**Plaintiffs**”) by and through their undersigned

counsel, bring this Complaint against **DEFENDANTS** Grand County (“**Grand County**”), City of Moab (“**Moab**” or “**Moab City**”), Christina Sloan, Chris Baird, Mary McGann, Sarah Stock, Trisha Hedin, Kevin Walker, Evan Clapper , Jacques Hadler, Gabriel Woytek, Carly Castle, Emily Niehaus, Joette Langianese, Rani Derasary, Kalen Jones, Tawny Knuteson-Boyd, Jason Taylor, Luke Wojciechowski, and John Does 1-99, collectively (“**Defendants**”) and hereby complain and allege as follows:

INTRODUCTION

1. This case is simple; Grand County and Moab City, via their respective officials and employees, enacted Directives with the express intent to restrict, limit, and potentially prohibit the use of street legal all-terrain vehicles on city and county streets and roads, even though the use of these street-legal all-terrain vehicles is expressly protected by Utah statute. Indeed, the Defendants in this action specifically targeted Plaintiffs’ businesses because they offer, use, and/or support street-legal all-terrain vehicles. Additionally, the Defendants enacted the ATV Moratorium, expressly prohibiting business licenses and permits for gatherings and special events of “ATV enthusiasts.”

2. Despite multiple meetings, efforts, requests, pleas, conversations, and letters, Defendants refused to correct their numerous violations of Utah law and the Utah and United States Constitutions, leaving Plaintiffs with legal action as their sole redress.

JURISDICTION, AND VENUE

3. This Court has subject matter jurisdiction over this matter pursuant to Utah Code Ann. §§ 78A-5-102 (1) and 63G-7-501.

4. Venue is proper in this Court pursuant to Utah Code Ann. §§ 78B-3-303, 78B-3-307, and 63G-7-502(2)(a).

PARTIES

5. Plaintiff BlueRibbon Coalition, Inc. is a nonprofit corporation, with its principal place of business in Pocatello, Idaho. At all times relevant to this action, BRC has had members in the state of Utah and elsewhere.

6. Plaintiff Moab Side X Side Adventures, LLC is a Utah limited liability company with its principal place of business in Moab, Utah.

7. Plaintiff Hellmans Xtreme 4x4 Tours LLC is a Utah limited liability company with its principal place of business in Moab, Utah.

8. Plaintiff GANDM LLC d/b/a Ultimate UTV Adventures is a Utah limited liability company with its principal place of business in Moab, Utah.

9. Plaintiff Grand Company, LLC is a Utah limited liability company with its principal place of business in Moab, Utah.

10. Plaintiff Trapax, Inc. d/b/a Canyonlands by Night and by Day is a Utah corporation with its principal place of business in Moab, Utah.

11. Plaintiff Outlaw Jeep Adventures, LLC is a Utah corporation with its principal place of business in Moab, Utah.

12. Plaintiff Cliffhanger Inc. d/b/a Cliffhanger Jeep Rental is a Utah corporation with its principal place of business in Moab, Utah.

13. Plaintiff Moab Cowboy Off-Road Adventures, LLC d/b/a Moab Cowboy Off-Road is a Utah limited liability company with its principal place of business in Moab, Utah.

14. Plaintiff Moab Tour Company is a Utah corporation with its principal place of business in Moab, Utah.

15. Plaintiff Epic 4X4 Adventures, Inc. is a Utah corporation with its principal place of business in Moab, Utah.

16. Plaintiff F and L LLC d/b/a Slick Rock Off-Road Rentals & Auto Spa is a Utah limited liability company with its principal place of business in Moab, Utah.

17. Plaintiff SLM Corporation d/b/a High Point Hummer & ATV Tours and Rentals is a Utah limited liability company with its principal place of business in Moab, Utah.

18. Defendant Grand County is a political subdivision of the State of Utah. As part of its corporate powers, and at all times relevant herein, the County was responsible for the administration of passing ordinances. (The following individual Defendants acting in their capacities as officials of Grand County are referred to collectively herein as the “Grand County Officials.” Collectively, Defendant Grand County and the Grand County Officials are referred to herein as “Grand County”).

19. Upon information and belief, Defendant Christina Sloan is an individual and resident of Grand County, Utah, and at all times relevant hereto was an appointed official acting under color of law in her capacity as Grand County Attorney.

20. Upon information and belief, Defendant Chris Baird, is an individual and resident of Grand County, Utah, and at all times relevant hereto was an appointed official acting under color of law in his capacity as Strategic Development Director for Grand County.

21. Upon information and belief, Defendant Mary McGann, is an individual and resident of Grand County, Utah, and at all times relevant hereto was an elected official acting under color of law in her capacity as a Grand County Commission member.

22. Upon information and belief, Defendant Sarah Stock, is an individual and resident of Grand County, Utah, and at all times relevant hereto was an elected official acting under color of law in her capacity as a Grand County Commission member.

23. Upon information and belief, Defendant Trisha Hedin, is an individual and resident of Grand County, Utah, and at all times relevant hereto was an elected official acting under color of law in her capacity as a Grand County Commission member.

24. Upon information and belief, Defendant Kevin Walker, is an individual and resident of Grand County, Utah, and at all times relevant hereto was an elected official acting under color of law in his capacity as a Grand County Commission member.

25. Upon information and belief, Defendant Evan Clapper, is an individual and resident of Grand County, Utah, and at all times relevant hereto was an elected official acting under color of law in his capacity as a Grand County Commission member.

26. Upon information and belief, Defendant Jacques Hadler, is an individual and resident of Grand County, Utah, and at all times relevant hereto was an elected official acting under color of law in his capacity as a Grand County Commission member.

27. Upon information and belief, Defendant Gabriel Woytek, is an individual and resident of Grand County, Utah, and at all times relevant hereto was an employee acting under color of law in his capacity as County Clerk for Grand County.

28. Defendant Moab City is a municipal corporation in Grand County, Utah. As part of its corporate powers, and at all times relevant herein, the City was responsible for the administration of passing ordinances. (The following individual Defendants acting in their capacities as officials of Moab City are referred to collectively herein as “Moab City Officials.” Collectively, Defendant Moab City and the Moab City Officials are referred to herein as “City of Moab” or “Moab City”).

29. Upon information and belief, Defendant Carly Castle, is an individual and resident of Grand County, Utah, and at all times relevant hereto was an appointed official acting under color of law in her capacity as Moab City Manager.

30. Upon information and belief, Defendant Emily Niehaus, is an individual and resident of Grand County, Utah, and at all times relevant hereto was an elected official acting under color of law in her capacity as Moab City Mayor.

31. Upon information and belief, Defendant Joette Langianese, is an individual and resident of Grand County, Utah, and is currently an elected official acting under color of law in her capacity as Moab City Mayor.

32. Upon information and belief, Defendant Rani Derasary, is an individual and resident of Grand County, Utah, and at all times relevant hereto was an elected official acting under color of law in her capacity as a Moab City Council member.

33. Upon information and belief, Defendant Kalen Jones, is an individual and resident of Grand County, Utah, and at all times relevant hereto was an elected official acting under color of law in her capacity as a Moab City Council member.

34. Upon information and belief, Tawny Knuteson-Boyd, is an individual and resident of Grand County, Utah, and at all times relevant hereto was an elected official acting under color of law in his capacity as a Moab City Council member.

35. Upon information and belief, Jason Taylor, is an individual and resident of Grand County, Utah, and at all times relevant hereto was an elected official acting under color of law in his capacity as a Moab City Council member.

36. Upon information and belief, Luke Wojciechowski, is an individual and resident of Grand County, Utah, and at all times relevant hereto was an elected official acting under color of law in his capacity as a Moab City Council member.

37. Upon information and belief, Doe Defendants are individuals and residents of Grand County and at all times relevant hereto were Grand County and/or Moab City elected or appointed officials or employees who may have participated in the conduct and occurrences

alleged in this Complaint. Plaintiffs hereby reserve their right to name one or more such Doe Defendants as a named party defendant should discovery establish or suggest the need for such procedural action.

GENERAL ALLEGATIONS

1. Utah's Office of Tourism spends, on average, more than twenty million dollars per year on advertising to bring tourism to the State of Utah.

2. Grand County, including the City of Moab, is a highly advertised and sought-after tourist destination.

3. A large part of the tourism industry in Grand County and the City of Moab is comprised of various groups of people driving motorized vehicles on the trails and surrounding areas ("**Motorized Trail Groups**").

4. The wide variety of Motorized Trail Groups use different types of motorized vehicles including, among others, jeeps, lifted pickup trucks, SUVs, Humvees, motorcycles, dirt bikes, rock crawlers, trollers, ATVs, and 4x4s generally.

5. Formal and informal events for these Motorized Trail Groups, except for ATVs, are and have continued to be held regularly in Grand County and the City of Moab.

6. Utah Code sets forth specific requirements that, if met, render an all-terrain vehicle street-legal (street-legal all-terrain vehicles are referred to herein as "**ATVs**"), whereupon the ATV may be operated on a street or highway. Utah Code Ann. §41-6a-1509.

7. One of these requirements is that the ATV have "a muffler . . . that meets the requirements of Section 41-6a-1626," which is the standard set forth in the Utah Motor Vehicle Act to address the "Prevention of Noise" and applicable to all street-legal motor vehicles in the State of Utah. Id.

8. Pursuant to Utah law, “[a] municipality or county may not prohibit or restrict the use of a street-legal all-terrain vehicle on a street or highway where the use of another street-legal vehicle is permitted.” Utah Code Ann. §41-22-10.5.

9. Defendants have implemented various ordinances and resolutions, citing the authority granted to counties and municipalities under the Utah Code, for the purpose of targeting and inhibiting the use of ATVs in Grand County and the City of Moab.

10. These ordinances and resolutions include, but are not limited to, the following (collectively, the “**Directives**”):

- a. Grand County, Utah County Resolution No. 3245 and City of Moab, Utah City Resolution No. 41-2020, a joint resolution of Grand County and the City of Moab (enacted on October 20, 2020) (“**ATV Moratorium**”);
- b. Grand County, Utah Title 5 (enacted on December 17, 2019, updated on March 5, 2021, via Ordinance No. 629, repealed on April 6, 2021, newly enacted on July 6, 2021) (“**Title 5**”);
- c. Grand County, Utah Title 11 (enacted on December 17, 2019, repealed on April 6, 2021, newly enacted on July 20, 2021) (“**Title 11**”);
- d. City of Moab, Utah City Resolution No. 2021-07, repealing and reenacting Moab City Municipal Code Chapter 8.24 and amending Section 10.04.230 (B) (adopted on April 27, 2021) (the “**Resolution**”); and
- e. Moab City Municipal Code Chapter 8.24 (the “**Moab Sound Ordinance**”).

i. ATV Moratorium

11. On October 20, 2020, the Grand County Commission formally initiated proceedings to amend the Land Use Code related to ATV sales, rentals and leasing and outfitter,

guide services and facilities, (Grand County Commission Special Meeting Agenda A; April 15, 2021)

12. On October 20, 2020, Grand County and the City of Moab also issued a Joint ATV Moratorium (the “ATV Moratorium”), approved by Defendants.

13. The ATV Moratorium states: “[t]he County’s Noise Ordinance has been ineffective at reducing the impact of ATV noise because measuring the noise emitted by a moving vehicle on roads and highways is impractical given surrounding ambient noise and equipment limitations.” (emphasis added).

14. The ATV Moratorium is, by its plain language, a prohibition directed solely at ATV users and supporters.

15. Indeed, the ATV Moratorium does not affect any of the other various groups that use motorized vehicles for tourism in the Grand County and Moab area; it only applies to those that use ATVs.

16. The ATV Moratorium prohibits “the issuance of new business licenses for the Sale, Rental, or Leasing of All-Terrain Vehicles and ATV Outfitting, Guiding, and Touring . . .”

17. The ATV Moratorium states: “‘Sale, Rental, and Leasing’ shall include the business use of All-Terrain Vehicles for customers, guests, or vendors or any other commercial activity involving an All-Terrain Vehicles whether or not monetary compensation is exchanged.”

18. The ATV Moratorium states: “‘Outfitting, Guiding, and Touring’ shall mean accompanying customers and guests in an ATV and/or outfitting a customer or guest with an ATV, whether driving the vehicle or not, whether or not monetary compensation is exchanged[.]”

19. The ATV Moratorium’s prohibitions are broad and sweeping, blocking even the sale of an ATV in Grand County and/or the City of Moab, or the use of an ATV by a guest.

20. The ATV Moratorium also prohibits “the issuance of new special events permits for the assemblage of vendors, enthusiasts, or users of All-Terrain Vehicles, including associations, groups, and individuals. . . .”

21. Once again, the ATV Moratorium does not limit assembly of the other various groups that use motorized vehicles for tourism in in the Grand County and Moab area, or those that disapprove of ATVs; to the contrary, it solely and specifically targets those that support ATVs.

22. The businesses that provide for the “Sale, Rental, or Leasing” of other motorized vehicles, and/or the “outfitting, guiding and touring” of other motorized vehicles and Motorized Trail Groups, are in no way affected by the ATV Moratorium.

ii. Title 11

23. On or about December 17, 2019, the Grand County Council passed Ordinance 602, implementing Title 11, a Noise Ordinance.

24. On information and belief, the purpose of implementing Ordinance 602, and the corresponding version of Title 11, was to target and limit the use of ATVs but was unsuccessful.

25. By January of 2021 Grand County and the City of Moab hired a lobbyist in an effort to change state law and enable them to impose prohibitions and restrictions on ATVs.

26. Upon information and belief, in or about spring of 2021, Grand County Commission began proposing noise ordinances in County meetings, to which they received opposition, and which they eventually shelved at each meeting.

27. Upon information and belief, certain Plaintiffs attended public hearings, voiced their opinions to the Grand County Commission, and informed the Commission of the effect Title 11 would have on ATV businesses. Nevertheless, the Grand County Commission chose to adopt Title 11.

28. On or about April 6, 2021, Christina Sloan, the Grand County Attorney, provided and presented to the Grand County Commission a motion to repeal Ordinance 602, and implement changes to Title 11 (the “**Motion**”).

29. The majority of the “reasons articulated” to support the Motion are allegations related to ATVs.

30. In fact, in the recitals supporting the Motion, the acronym “ATV” is used seven different times in a single page.

31. The Motion states that the “growth of street-legal all-terrain vehicle (‘ATV’) tourism in the County has resulted in a sharp increase in noise impacts to the residents of the County. . . .”

32. The Motion also notes the location of “several popular ATV trails”, “the impact of ATV tourism”, “the boom in ATV tourism”, and “ATV noise”, among other things.

33. The purpose of the Motion was to amend Title 11 specifically to address ATVs.

34. Interestingly, the Motion and Title 11 as adopted both cite Utah Code §41-6a-1509 multiple times; this section of code sets forth the requirements to make an ATV street-legal and provides the right to operate “a street-legal ATV on a street or highway.”

35. Upon information and belief, on or about July 20, 2021, the Grand County Commission held a public hearing wherein they repealed Ordinance No. 602 and the first version of Title 11 and adopted the current version of Title 11.

36. Under Title 11: “‘Excessive or Unusual Noise’ means any Sound or Noise that exceeds the ‘Maximum Sound Pressure Levels, dBA, during all hours’ set forth in Chapter 11.05 when measured at the distances provided therein as measured on a Sound Level Meter.”

11.02.010 (H)

37. Under Title 11: “‘Loud Noise’ . . . include[es] any Sound or Noise that exceeds the ‘Maximum Sound Pressure Levels, dBA, during all hours’ set forth in Chapter 11.05 when measured at the distances provided therein as measured on a Sound Level Meter.” 11.02.010 (I)

38. Title 11 sets forth a specific limit for the number of dBAs that can be emitted from an ATV: “Except as expressly provided herein, no person shall make Noise which creates Excessive or Unusual Noise during any hours or Loud Noise during the Restricted Hours, as set forth in Tables 1, 2, and 3 below.” 11.05.010.

39. According to Table 1, which measures the dBAs emitted while a vehicle is stationary, at a distance of twenty inches (20") from the exhaust outlet of the vehicle and at a 45-degree angle, the test to be used for ATVs is the SAE J1287 while the test for “[a]ll other Motor Vehicles” is the SAE J1492. 11.05.010.

40. According to Table 1, the Maximum Sound Pressure Levels allowed by ATVs, at any time, as measured by the SAE J1287 stationary test, is 92 dBA. Id.

41. The Motion supporting Title 11 states “most street legal ATVs in the state of Utah produce decibel levels louder than 92 dBA as measured at twenty inches (20") by the SAE J1287 stationary test.” Motion, p. 3.

42. Grand County enacted Title 11 with the knowledge that “most street legal ATVs” would exceed the 92 dBA maximum being enacted.

43. Under Title 11, the Maximum Sound Pressure Levels allowed while the ATV is moving, measured 25 feet from the Centerline of the road on County B roads¹, is 80 dBA, and 78 dBA during restricted hours. Id., Table 2.

¹ County B Roads are defined in Utah Code Ann. §72-3-103.

44. The Maximum Sound Pressure Levels allowed while the ATV is moving, measured 50 feet from the Centerline of the road on County B roads, is 74 dBA, and 72 dBA during restricted hours. Id.

45. The Maximum Sound Pressure Levels allowed while the ATV is moving, measured at the nearest residential property boundary, is 60 dBA, and 55 dBA during restricted hours. Id. Table 3.

46. The ATV Moratorium, enacted on October 20, 2020, states: “during operation on streets and roads, most All-Terrain Vehicles in the State of Utah . . . produce decibel levels louder than 70 dBA and often between 85 and 100 dBA.”

47. Grand County enacted Title 11 with the knowledge that “most All-Terrain Vehicles in the State of Utah” would exceed maximum decibel levels being enacted.

48. The Motion and the Moratorium both state: “several popular ATV trails are accessed through residential neighborhoods in the City and County, including the vast trail systems located in the Sand Flats Recreation Area and those accessed via Kane Creek Boulevard, Spanish Valley Drive, Spanish Trail Road, Westwater Drive, and Murphy Lane. . . .”

49. Grand County enacted Title 11 with the knowledge that it would preclude ATVs from being driven to and from trailheads accessed through residential neighborhoods.

50. Additionally, under Title 11: “A person shall not . . . operate a Vehicle that creates or causes Excessive or Unusual Noise.” 11.06.0110 (A).

51. According to this provision, it is illegal to operate an ATV that violates the decibel levels set forth in the Tables of Title 11. Id.

52. Defendants knew at the time Title 11 was enacted that this would make it illegal to operate most ATVs in Grand County.

53. Title 11 also prohibits the operation of any Vehicle, including an ATV, “which causes discomfort or **annoyance** to reasonable persons or normal sensitiveness or which endangers the comfort, repose, . . . or peace of residents in the area” which “may be subject to abatement as provided by law.” 11.08.030 (emphasis added).

54. Under Title 11 it is illegal in Grand County to drive an ATV if it will annoy someone.

55. A violation of Title 11 is a “class B misdemeanor punishable by a maximum sentence of up to six months in jail and a maximum fine of \$1,000.” 11.08.010.

56. Additionally, “[t]he County Attorney may initiate legal action, civil or criminal, to abate any condition that exists in violation of this Title 11. In addition to other penalties imposed by a court of competent jurisdiction, any person(s) found guilty of violating this Title 11 shall be liable for all expenses incurred by the County in removing or abating the Loud or Excessive Noise.” 11.08.030 (B).

57. The Motion anticipates that the changes to Title 11 will create a heavier workload for the Grand County Attorney’s Office; addressing the fiscal impact of Title 11 the Motion states “we will need a new Deputy County Attorney in GCAO to handle misdemeanor cases.”

58. Defendants enacted Title 11 for the purpose of limiting the number of ATVs that could legally be driven on the roads in Grand County.

iii. Moab Sound Ordinance.

59. Upon information and belief, the City of Moab passed Resolution 2021-07 on or about April 27, 2021, whereby the City of Moab repealed and replaced Moab Municipal Code Chapter 8.24, Moab’s Noise Ordinance.

60. Unsurprisingly, the language in the Resolution and Moab Sound Ordinance are very similar to that in Title 11.

61. The Moab Sound Ordinance imposes the same noise limitations and prohibitions set forth in Title 11 Table 1: “No person shall operate, or cause to be operated, nor shall a vehicle owner allow a person to operate a vehicle on a public roadway that exceeds 92 dBA when measured from a stationary test at 20 inches from the exhaust outlet and 45 degrees to its exhaust axis, with the vehicle at 50 percent of maximum RPMs of the vehicle between the hours of 7:00 a.m. to 8:00 p.m.” Moab Sound Ordinance 8.24.060 (B)(3).

62. The Moab Sound Ordinance limits vehicles to 85 dBA, using this same test, between the hours of 8:00 pm and 7:00 am.

63. The Moab Sound Ordinance also incorporates the same limits as Title 11, Table 2: while a vehicle is moving, and measured at a distance of 25 feet, the maximum allowable sound level is 80 dBA, and 78 dBA during restricted hours. Moab Sound Ordinance 8.24.060 (B), Table 2.

64. Likewise, while a vehicle is moving, and measured at a distance of 50 feet, the maximum allowable sound level is 74 dBA, and 72 dBA during restricted hours. Id.

65. Upon information and belief, Defendants enacted the Resolution and Moab Sound Ordinance for the purpose of limiting the number of ATVs that could legally be driven on the roads in the City of Moab.

iv. Title 5.

66. On or about December 17, 2019, the Grand County Commission passed an ordinance implementing Title 5, governing Business Licenses and Regulations. Title 5 was amended via Ordinance 629 on March 5, 2021, and again on April 15, 2021, via Ordinance 632.

67. On or about April 15, 2021, Christina Sloan, the Grand County Attorney, provided and presented to the Grand County Commission a motion to repeal Ordinance 629 and to adopt a new Title 5 (the “**Title 5 Motion**”).

68. In the Title 5 Motion, Christina Sloan states that the repeal and replacement of Title 5 “is necessary to integrate regulations for ATV Businesses operating in the County. This Title 5 amendment works in conjunction with the proposed L[and] U[se] C[ode] amendments to Sections 3.1, 3.2.3, 3.4.9.H and 10.2.”

69. The Title 5 Motion states: “in light of an increase in Excessive and Unusual Noise created by . . . street-legal ATVs rented/leased and used by local businesses, the County desires to update Title 5 to more effectively regulate such ATV Businesses.”

70. Title 5 states that the “primary purpose” of Chapter 5.02 is the regulation of ATVs.

71. According to Title 5, the “renewal of [business] licenses is not of right and no claim of vested rights shall inure to a licensee who has received licenses in past years.” 5.01.050 (B)(2)

72. Title 5 requires that, each year, motor vehicle businesses provide Grand County with a list of each vehicle in their fleet, including the year, make, model, type, and use, without which the ATV businesses cannot obtain, or maintain, their business license. 5.02.020 (A).

73. In order to renew their business license, each year the ATV business must obtain a Certificate of Compliance from Grand County’s Code Compliance Officer or other designee showing that each ATV in their fleet complies with the requirements of Table 1 of Title 11, unless they choose to “trailer their ATVs to trailheads in lieu of meeting the” sound limitations, which exception expires in January 2023. 5.02.030 (C).

74. Title 5 limits the amount of business ATV businesses can do: “An ATV Fleet shall not exceed eighteen (18) street-legal ATVs[.]” 5.02.020 (B).

75. Under Title 5, ATV businesses are prohibited from increasing the number of ATVs they can own until each and every ATV in their fleet meets a standard that is, according to the Motion and ATV Moratorium, unattainable.

76. “[A] Rental ATV Fleet shall not exceed the size disclosed in its written inventory filed with the Office of the County Clerk” as of the date this section of Title 5 was adopted, “until such time as all ATVs in the ATV Fleet can meet an 88 dBA maximum sound pressure level” under Title 11. Id.

77. Title 5 also imposes a maximum caravan size. “In a guided tour, the maximum caravan shall be six (6) ATVs, one of which must be driven by a guide representing the ATV Business” and “in an unguided rental group, the maximum caravan shall be four (4) ATVs.” 5.02.030 (D).

78. Title 5 limits the number of ATV businesses that can operate in Grand County: “The office of the County Clerk may issue no more than three (3) Business Licenses to ATV Rental Businesses and four (4) additional Business Licenses to ATV Outfitter and Guide Service Businesses.” 5.02.030 (A).

79. Effectively, Grand County’s process requires ATV businesses to have the County test their ATVs at no more than 92 dBA and obtain a certificate of compliance, 5.02.030, submit a vehicle license application, 5.01.070, then, subject to the County’s discretion, possibly receive an ATV business license, 5.01.050 (B)(ii), although the County has limited the number of ATV business licenses that it will issue. 5.02.030.

80. Title 5 also requires that each ATV business install a whip flag and a sticker on each ATV in their fleet, whereby the ATV business that owns each ATV can be identified from a distance of fifty feet (50'). 5.02.030 (B).

81. Title 5 requires that “[e]ach ATV business shall provide education to each client or customer regarding trail and street etiquette and the County’s OHV Speed Limits and Noise Ordinance.” 5.02.030 (E).

82. Importantly, Title 5 imposes a burden on each ATV Business to ensure that its “clients or lessees shall comply with County law, including the OHV speed limit and noise regulations set forth in Title 11. . . .” 5.02.030 (F).

83. “Violations of this Section by an ATV Business (including its owner, agent or guide acting in official capacity), or three (3) or more violations of this Chapter 5.02 by a client or lessee of an ATV Business in any calendar year, shall constitute grounds for revocation of the business license. . . .” 5.02.030 (G).

84. Under Title 5, the business licenses of ATV businesses hinge on their clients’ compliance with Grand County ordinances, which ATV businesses cannot control.

v. Ramifications

85. The Directives are each subject to a clause that allows Grand County or the City of Moab to excuse a person or entity from the obligations of the Directives. However, the terms of the exemption are nothing short of arbitrary and completely subject to the personal opinion of the applicable official.

86. Plaintiffs affirmatively participated in public hearings to debate the issues presented by the Directives. BRC wrote a letter to Grand County and the City of Moab stating their concerns regarding the Ordinances, which letter was posted publicly, and another letter regarding the numerous issues with the ATV Moratorium.

87. Plaintiffs repeatedly raised their concerns to Grand County and the City of Moab about the harm that Plaintiffs would suffer as a result of the Directives, specifically the substantial difficulties they would suffer in running their businesses. These pleas were ignored.

88. Upon information and belief, Title 5 and Title 11 were passed as part of a broader package that included the Moab Sound Ordinance.

89. While the Directives set forth very basic information regarding testing the dBAs of ATVs, both Grand County and the City of Moab failed to create a way for the requisite testing to be performed.

90. Grand County, and consequently the City of Moab, required that Plaintiffs obtain Certificates of Compliance with these sound limitations in order to obtain their business licenses, while simultaneously making this compliance impossible.

91. The Directives were passed in April of 2021, and Plaintiffs were informed that they would have to be in compliance by January 31, 2022.

92. Defendants' failure to provide the requisite testing, which precluded Plaintiffs' compliance with the Directives, directly impeded Plaintiffs' ability to operate their businesses.

93. Plaintiffs were not certain as to whether they would be able to obtain or renew their business licenses, which had the potential to unleash a host of problems.

94. Plaintiffs were concerned that their clients could be subject to criminal liability for using Plaintiffs' ATVs.

95. The sound limitations in residential areas could prohibit ATVs from being driven to trailheads, resulting in problems for both Plaintiffs and their clients.

96. The "restricted hours" set forth in the Directives could prohibit ATV Businesses from providing "Sunset Tours," which are a large part of Plaintiffs' business.

97. Plaintiffs generally replace the ATVs in their respective fleets on a yearly basis.

98. On information and belief, Plaintiffs needed to order their machines for the 2022 season by August of 2021.

99. However, as there was no information forthcoming from Grand County or the City of Moab, Plaintiffs were faced with purchasing new machines they may not be able to use or attempting to bring their ATVs into compliance with a test they knew nothing of.

100. Plaintiffs purchased vehicle parts and attempted to make alterations to their ATVs so they would pass the test when the opportunity finally became available. Others had to sell their equipment and reduce their inventory.

101. Plaintiffs had to cancel existing bookings and turn down other booking requests resulting in lost clientele, sales, revenue, wages, inventory, and even employees.

102. On information and belief, in fall of 2021, Grand County sent letters to the Plaintiffs explaining that Grand County could revoke business licenses issued by the City of Moab.

103. Plaintiff High Point received its letter on or about November 2021, whereupon High Point requested that Grand County test High Point's fleet of ATVs prior to the January 31, 2022 deadline. High Point also requested clarification of the Directives.

104. High Point did not receive a response to its requests.

105. On or about January 2022, Defendant Christina Sloan contacted High Point and indicated that ATV business owners did not need to worry about the looming deadline as Grand County did not intend to enforce the Directives until mid-2022.

106. High Point again requested that Grand County perform the sound test, and asked for the sound test parameters, so they could work toward compliance with the sound limitations imposed by the Directives prior to the January 31, 2022 deadline.

107. On or about January 11, 2022, an off-duty officer performed an informal test of High Point's machines; however, at the time, the official parameters of the test were not known to the officer or High Point.

108. When the January 31, 2022 deadline passed, Grand County had still not provided the test parameters to High Point.

109. Upon information and belief, the Grand County Commission and Attorney Sloan had a meeting on or about February 1, 2022, and an agenda item at that meeting to completely revise Title 5 without a public hearing on the matter. Lori McFarland made a statement opposing the lack of public hearing in the Citizens to be Heard publication.

110. Upon information and belief, Defendants still intend to target Plaintiffs and their businesses.

111. Upon information and belief, Defendants intend to: remove ATVs from all City and County advertising; block ATV access to the Sand Flats Recreation Area; partner with large businesses and developers in order to regulate and/or remove ATVs from City and County streets and roads; impose additional zoning restrictions; and request that the Bureau of Land Management impose additional Special Recreation Permit Conditions on ATV businesses operating in Grand County, among other things.

112. On March 2, 2022, Petitioners filed their Notice of Claim as required by Utah Code Ann. § 63G-7-401.

113. On April 28, 2022, Moab City denied Plaintiffs' claims.

114. To date, Grand County has failed to respond to the Notice as required by statute.

115. Pursuant to Utah Code Ann. § 63G-7-403 (2), Plaintiffs have waited the requisite 60 days before bringing this action, which is now properly before this Court.

FIRST CAUSE OF ACTION

(Gross Negligence - Against Grand County and Grand County Officials and Employees)

116. Plaintiffs incorporate by reference the allegations set forth in each of the foregoing paragraphs as if fully set forth herein.

117. As detailed above, Grand County and Grand County Officials were in a special relationship with Plaintiffs.

118. Grand County and Grand County officials owe Plaintiffs the following duties:

- a. the statutory duty of care to not enact ordinances, rules, or regulations that are repugnant to law;²
- b. to not enact ordinances, rules, or regulations without providing the requisite measures that would enable Plaintiffs to comply therewith;
- c. to defend the Constitution of the United States and the Constitution of the State of Utah; and
- d. to discharge the duties of their offices with fidelity.

119. Grand County and Grand County Officials have breached their aforementioned duties by committing the following affirmative acts, among others: (i) enacting unlawful ordinances that are repugnant to law and in direct conflict with Utah statutes; (ii) enacting ordinances and failing to provide the requisite measures for Plaintiffs to comply therewith; (iii) infringing on Plaintiffs' rights under the United States Constitution; (iv) infringing on Plaintiffs' rights under the Constitution of the State of Utah; (v) imposing Ordinances and the ATV Moratorium with the express intent of infringing on Plaintiffs' rights; and (vi) failing to uphold their oaths of office.

120. For example, Grand County and Grand County Officials passed the ATV Moratorium, denying Plaintiffs' basic constitutional rights based solely on their support of ATVs, thereby blatantly violating Plaintiffs' rights protected by both the Utah and United States Constitutions.

² Utah Code Ann. § 17-53-223 (1)

121. Additionally, despite being well-aware of the right to drive street-legal ATVs on public streets and roads pursuant to Utah Code Ann. § 41-6a-1509, which right cannot be restricted as expressly set forth in Utah Code Ann. §41-22-10.5, and which was discussed in Grand County meetings and even addressed in numerous documents, Grand County and Grand County Officials enacted Title 5 and Title 11 (the “**Ordinances**”) for the express purpose of limiting ATVs being driven on public roads, thereby interfering with ATV businesses, and making this protected act illegal.

122. Plaintiffs relied on the Ordinances to their detriment by, among other things: (i) investing in possible ways to modify their ATVs to comply with the Ordinances; (ii) cancelling existing bookings with clients; (iii) turning down other booking requests; (iv) not updating their inventory; and (v) actively reducing their inventory.

123. Despite being well aware of Plaintiffs’ concerns and the blatant contradictions with various Utah statutes and both the Utah and United States constitutions, Grand County and Grand County Officials passed the Ordinances and the ATV Moratorium.

124. Grand County and Grand County Officials enacted the Ordinances and ATV Moratorium with the specific intent to harm Plaintiffs and their businesses, and to make it an onerous burden to continue to run their businesses and exercise their constitutionally protected rights.

125. Grand County and Grand County Officials acted with malicious intent, or at the very least with a reckless disregard for the consequences of their actions and Plaintiffs rights.

126. As a direct and proximate result of the actions of Grand County and Grand County Officials, Plaintiffs lost clientele, sales, revenue, wages, inventory, and even employees, among other things, and have been damaged in an amount to be proven at trial, but in any event no less than \$1,000,000.00, plus pre- and post- judgment interest, court costs, and attorneys’ fees.

127. Plaintiffs are, therefore, entitled to relief as set forth below in the Prayer for Relief.

SECOND CAUSE OF ACTION
(Gross Negligence - Against the City of Moab and Moab City Officials and Employees)

128. Plaintiffs incorporate by reference the allegations set forth in each of the foregoing paragraphs as if fully set forth herein.

129. As detailed above, the City of Moab and Moab City Officials were in a special relationship with Plaintiffs.

130. The City of Moab and Moab City Officials owe Plaintiffs the following duties:

- a. the statutory duty of care to not enact ordinances, rules, or regulations that are repugnant to law;³
- b. to not enact ordinances, rules, or regulations without providing the requisite measures that would enable Plaintiffs to comply therewith;
- c. to defend the Constitution of the United States and the Constitution of the State of Utah; and
- d. to discharge the duties of their offices with fidelity.

131. The City of Moab and Moab City Officials have breached their aforementioned duties by committing the following affirmative acts, among others: (i) enacting unlawful ordinances that are repugnant to law and in direct conflict with Utah statutes; (ii) enacting ordinances and failing to provide the requisite measures for Plaintiffs to comply therewith; (iii) infringing on Plaintiffs' rights under the United States Constitution; (iv) infringing on Plaintiffs' rights under the Constitution of the State of Utah; (v) imposing Ordinances and the ATV Moratorium with the express intent of infringing on Plaintiffs' rights; and (vi) failing to uphold their oaths of office.

³ Utah Code Ann. § 17-53-223 (1)

132. For example, the City of Moab and Moab City Officials passed the ATV Moratorium, denying Plaintiffs' basic constitutional rights based solely on their support of ATVs, thereby blatantly violating Plaintiffs' rights protected by both the Utah and United States Constitutions.

133. Additionally, despite being well-aware of the right to drive street-legal ATVs on public streets and roads pursuant to Utah Code Ann. § 41-6a-1509, which right cannot be restricted as expressly set forth in Utah Code Ann. §41-22-10.5, and which was discussed in Moab City meetings and even addressed in numerous documents, the City of Moab and Moab City Officials enacted the Moab Sound Ordinance for the express purpose of limiting ATVs being driven on public roads, thereby interfering with ATV businesses, and making this protected act illegal.

134. Plaintiffs relied on the Moab Sound Ordinance to their detriment by, among other things: (i) investing in possible ways to modify their ATVs to comply with the ordinance; (ii) cancelling existing bookings with clients; (iii) turning down other booking requests; (iv) not updating their inventory; and (v) actively reducing their inventory.

135. Despite being well aware of Plaintiffs' concerns and the blatant contradictions with various Utah statutes and both the Utah and United States constitutions, the City of Moab and Moab City Officials passed the Moab Sound Ordinance and the ATV Moratorium.

136. Even more so, the City of Moab and Moab City Officials enacted the Moab Sound Ordinance and ATV Moratorium with the specific intent to harm Plaintiffs and their businesses, and to make it an onerous burden to continue to run their businesses and exercise their constitutionally protected rights.

137. The City of Moab and Moab City Officials acted with malicious intent, or at the very least with a reckless disregard for the consequences of their actions and Plaintiffs' rights.

138. As a direct and proximate result of the actions of the City of Moab and Moab City Officials, Plaintiffs lost clientele, sales, revenue, wages, inventory, and even employees, among other things, and have been damaged in an amount to be proven at trial, but in any event no less than \$1,000,000.00, plus pre- and post- judgment interest, court costs, and attorneys' fees.

139. Plaintiffs are, therefore, entitled to relief as set forth below in the Prayer for Relief.

THIRD CAUSE OF ACTION

(Alternative Claim: Ordinary Negligence - Against Grand County and Grand County Officials and Employees)

140. Plaintiffs incorporate by reference the allegations set forth in each of the foregoing paragraphs as if fully set forth herein.

141. If for any reason the Court or trier of fact in this case fails to find the existence of gross negligence by Grand County and Grand County Officials, Plaintiffs assert this alternative claim for negligence against those parties.

142. As detailed above, Grand County and Grand County Officials were in a special relationship with Plaintiffs.

143. Grand County and Grand County officials owe Plaintiffs the following duties:

- a. the statutory duty of care to not enact ordinances, rules, or regulations that are repugnant to law;⁴
- b. to not enact ordinances, rules, or regulations without providing the requisite measures that would enable Plaintiffs to comply therewith;
- c. to defend the Constitution of the United States and the Constitution of the State of Utah; and
- d. to discharge the duties of their offices with fidelity.

⁴ Utah Code Ann. § 17-53-223 (1)

144. Grand County and Grand County Officials have breached their aforementioned duties by, among other things: (i) enacting unlawful ordinances that are repugnant to law and in direct conflict with Utah statutes; (ii) enacting ordinances and failing to provide the requisite measures for Plaintiffs to comply therewith; (iii) infringing on Plaintiffs' rights under the United States Constitution; (iv) infringing on Plaintiffs' rights under the Constitution of the State of Utah; (v) enacting the Ordinances and the ATV Moratorium; and (vi) failing to uphold their oaths of office.

145. As a direct and proximate result of the actions of Grand County and Grand County Officials, Plaintiffs lost clientele, sales, revenue, wages, inventory, and even employees, among other things, and have been damaged in an amount to be proven at trial, but in any event no less than \$1,000,000.00, plus pre- and post- judgment interest, court costs, and attorneys' fees.

146. Plaintiffs are, therefore, entitled to relief as set forth below in the Prayer for Relief

FOURTH CAUSE OF ACTION

(Alternative Claim: Ordinary Negligence - Against the City of Moab and Moab City Officials and Employees)

147. Plaintiffs incorporate by reference the allegations set forth in each of the foregoing paragraphs as if fully set forth herein.

148. If for any reason the Court or trier of fact in this case fails to find the existence of gross negligence by the City of Moab and Moab City Officials, Plaintiffs assert this alternative claim for negligence against those parties.

149. As detailed above, the City of Moab and Moab City Officials were in a special relationship with Plaintiffs.

150. The City of Moab and Moab City Officials owe Plaintiffs the following duties:

- a. the statutory duty of care to not enact ordinances, rules, or regulations that are repugnant to law;⁵
- b. to not enact ordinances, rules, or regulations without providing the requisite measures that would enable Plaintiffs to comply therewith;
- c. to defend the Constitution of the United States and the Constitution of the State of Utah; and
- d. to discharge the duties of their offices with fidelity.

151. The City of Moab and Moab City Officials have breached their aforementioned duties by, among other things: (i) enacting unlawful ordinances that are repugnant to law and in direct conflict with Utah statutes; (ii) enacting ordinances and failing to provide the requisite measures for Plaintiffs to comply therewith; (iii) infringing on Plaintiffs' rights under the United States Constitution; (iv) infringing on Plaintiffs' rights under the Constitution of the State of Utah; (v) enacting the Moab Sound Ordinance and the ATV Moratorium; and (vi) failing to uphold their oaths of office.

152. As a direct and proximate result of the actions of The City of Moab and Moab City Officials, Plaintiffs lost clientele, sales, revenue, wages, inventory, and even employees, among other things, and have been damaged in an amount to be proven at trial, but in any event no less than \$1,000,000.00, plus pre- and post- judgment interest, court costs, and attorneys' fees.

153. Plaintiffs are, therefore, entitled to relief as set forth below in the Prayer for Relief.

FIFTH CAUSE OF ACTION
(Against All Defendants - Intentional Interference with Economic Relations)

⁵ Utah Code Ann. § 17-53-223 (1)

154. Plaintiffs incorporate by reference the allegations set forth in each of the foregoing paragraphs as if fully set forth herein.

155. At all times relevant hereto, including the enactment of the Directives, Plaintiffs actively operated ATV businesses in Grand County and the City of Moab.

156. Plaintiffs had the reasonable expectation that they would derive economic benefit from their various clients, including existing and future bookings, sales, and revenue, and from their various vendor relationships, including lower prices on new ATVs and other inventory, among other things.

157. Defendants intentionally interfered with these economic relations by improper means, including, among other things: (i) intentionally enacting unlawful Directives that are repugnant to law and in direct conflict with Utah statutes and the Utah and United States Constitutions; (ii) enacting Directives and failing to provide the requisite measures for Plaintiffs to comply therewith; (iii) severely limiting the number of business licenses that can be issued; (iv) limiting the number of ATVs that can go on guided tours; (v) limiting the number of ATVs that can be rented to a group of people; (vi) requiring excessive vehicle and business registrations and restrictions; (vii) placing restrictions on fleet sizes and company expansion; (viii) enacting the ATV Moratorium and thereby prohibiting the assembly of ATV enthusiasts; and (ix) using their political position to dissuade ATV enthusiasts from coming to Grand County and the City of Moab.

158. Specifically, the Directives and ATV Moratorium were enacted by Defendants for the specific purpose of targeting, impeding, and potentially prohibiting the use of ATVs on public streets and roads and Plaintiffs' businesses, or at the very least with the knowledge that interference with Plaintiffs' businesses was substantially certain to occur as a result of Defendants' actions.

159. As a direct and proximate result of Defendants' actions Plaintiffs have been damaged in an amount to be proven at trial, but in any event no less than \$1,000,000.00, plus pre- and post- judgment interest, court costs, and attorneys' fees.

160. Plaintiffs are, therefore, entitled to relief as set forth below in the Prayer for Relief.

SIXTH CAUSE OF ACTION
(Against All Defendants – Civil Conspiracy)

161. Plaintiffs incorporate by reference the allegations set forth in each of the foregoing paragraphs as if fully set forth herein.

162. Moab City, Grand County, and their various Officials cooperated, agreed, and worked together to create and enact the Directives and the ATV Moratorium, which are all unlawful as set forth above.

163. By their actions, Defendants intended to eliminate or severely cripple the ATV industry in Grand County and the City of Moab, and thereby limit or eliminate the use of ATVs on public streets and roads.

164. Defendants' enacting of the Directives and the ATV Moratorium constitute overt unlawful acts as the Directives and ATV Moratorium blatantly contradict Utah law and violate the express rights provided by the Utah and United States Constitutions.

165. As a direct and proximate result of Defendants' actions Plaintiffs have been damaged in an amount to be proven at trial, but in any event no less than \$1,000,000.00, plus pre- and post- judgment interest, court costs, and attorneys' fees.

166. Plaintiffs are, therefore, entitled to relief as set forth below in the Prayer for Relief.

SEVENTH CAUSE OF ACTION
(Against All Defendants – Violation of the First Amendment: Free Speech)

167. Plaintiffs incorporate by reference the allegations set forth in each of the foregoing paragraphs as if fully set forth herein.

168. The right to free speech is protected by the constitutions of both the State of Utah and the United States.

169. The Directives and ATV Moratorium are not content-neutral but are specifically directed to restrict ATV businesses and ATV enthusiasts.

170. The Directives and ATV Moratorium have placed severe restrictions on Plaintiffs' businesses, including but not limited to: (i) the number of business licenses available; (ii) fleet size; (iii) the number of ATVs allowed on a tour; (iv) the number of ATVs that can be rented out to a group of people; (v) restrictions on the time of day when ATVs may be used; and (vi) restrictions on the locations where ATVs may be used, among other things.

171. The ATV Moratorium has restricted Plaintiffs' ability to advertise, engage clientele, and obtain a business license.

172. Plaintiffs are, therefore, entitled to relief as set forth below in the Prayer for Relief.

EIGHTH CAUSE OF ACTION
(Against All Defendants – Violation of the First Amendment: Free Association)

173. Plaintiffs incorporate by reference the allegations set forth in each of the foregoing paragraphs as if fully set forth herein.

174. The right to free association is protected by the constitutions of both the State of Utah and the United States.

175. The Directives and ATV Moratorium are not content-neutral but are specifically directed to restrict ATV businesses and ATV enthusiasts.

176. The Directives and ATV Moratorium have placed severe restrictions on Plaintiffs and their businesses, including but not limited to: (i) the number of business licenses available; (ii)

the number of ATVs allowed on a tour; (iii) the number of ATVs that can be rented out to a group of people; (iv) restrictions on the time of day when ATVs may be used; (vi) restrictions on the locations where ATVs may be used; and (v) restrictions on gatherings of ATV supporters and/or enthusiasts, among other things.

177. The ATV Moratorium has restricted Plaintiffs' ability to gather, advertise, engage clientele, and obtain a business license.

178. Plaintiffs are, therefore, entitled to relief as set forth below in the Prayer for Relief.

NINTH CAUSE OF ACTION
(Against All Defendants – Violation of Due Process)

179. Plaintiffs incorporate by reference the allegations set forth in each of the foregoing paragraphs as if fully set forth herein.

180. The right to due process is protected by the constitutions of both the State of Utah and the United States, which includes the right to own and operate a business.

181. The Directives and ATV Moratorium have severely limited, and practically precluded Plaintiffs' operation of their businesses.

182. Specifically, the Directives and ATV Moratorium limit the issue of business licenses to any business dealing with ATVs, with Grand County going so far as to state in the Ordinances, and then reiterate by letter, that a business license for an ATV business is not a protected right.

183. The Directives and ATV Moratorium also place severe time, place, and manner restrictions on Defendants' businesses, including equipment restrictions that are so extreme the requisite technology to comply with these restrictions does not yet exist.

184. Importantly, by imposing the Directives and Moratorium Defendants have made it a criminal offense for Plaintiffs to engage in their trade without the very licenses that Defendants are withholding.

185. The Directives and ATV Moratorium violate Plaintiffs' right to due process of law.

186. Plaintiffs are, therefore, entitled to relief as set forth below in the Prayer for Relief.

TENTH CAUSE OF ACTION
(All Defendants - Right to Employment and the Free Market)

187. Plaintiffs incorporate by reference the allegations set forth in each of the foregoing paragraphs as if fully set forth herein.

188. The Utah Constitution protects each person's right to obtain and enjoy employment, and to offer said employment, without interference, and provides that commerce is to be governed by a free-market system free from the restraint of trade.

189. As set forth above, the Directives and ATV Moratorium directly interfere with Plaintiffs' ability to obtain and provide employment and severely limit employment opportunities in the ATV industry.

190. The Directives and ATV Moratorium blatantly and purposely restrict and impede the ATV trade in Grand County and the City of Moab by, among other things: (i) limiting the number of business licenses available; (ii) restricting the time of day when ATVs may be used; (iii) restricting on the locations where ATVs may be used; (iv) imposing equipment restrictions that are impossible to comply with using current technology; (v) restricting gatherings of ATV supporters and/or enthusiasts; and (vi) restricting the use of street-legal ATVs on public streets and roads in direct violation of Utah law.

191. Plaintiffs are, therefore, entitled to relief as set forth below in the Prayer for Relief.

ELEVENTH CAUSE OF ACTION
(Declaratory Relief)

192. Plaintiffs incorporate by reference the allegations set forth in each of the foregoing paragraphs as if fully set forth herein.

193. Plaintiffs are engaged in business in the ATV industry in Grand County and the City of Moab in the State of Utah.

194. Defendants have enacted the Directives and ATV Moratorium, which severely limit, and potentially preclude, the use of ATVs on streets and roads in Grand County and the City of Moab and thus the operation of Plaintiffs' businesses.

195. The parties' interests are adverse; Defendants oppose the use of ATVs on streets and roads in Grand County and the City of Moab, while Plaintiffs' businesses are dependent on the use of ATVs on streets and roads in Grand County and the City of Moab.

196. Plaintiffs have a legally protectible interest in the operation of ATVs on Grand County and Moab City roads, the operation of their ATV businesses, and the right to free speech and association regarding their opinions in support of ATVs.

197. These issues are ripe for judicial determination.

198. Plaintiffs are, therefore, entitled to the following Declaratory Relief:

- a. The Directives are invalid insofar as they in any way limit, restrict, prohibit, or interfere with the use of ATVs on Grand County and Moab City roads;
- b. The Directives are invalid insofar as they in any way limit, restrict, prohibit, or interfere with the operation of ATV businesses; and
- c. The ATV Moratorium is invalid and/or void as a matter of law.

TWELFTH CAUSE OF ACTION
(Attorney Fees)

199. Plaintiffs incorporate by reference the allegations set forth in each of the foregoing paragraphs as if fully set forth herein.

200. "In civil actions, the court shall award reasonable attorney fees to a prevailing party if the court determines that the . . . defense to the action was without merit and not brought or asserted in good faith." Utah Code Ann. §78B-5-825,

201. Defendants enacted the Directives and ATV Moratorium with the express knowledge that they violated and expressly contradicted Utah State law, as well as the constitutions of the State of Utah and the United States.

202. Defendants specifically targeted ATV businesses for the purpose of severely limiting and/or prohibiting the use of street-legal ATVs on streets and roads in Grand County and the City of Moab.

203. Defendants were repeatedly informed as to the illegality and impropriety of the Directives and the ATV Moratorium and refused to address the blatant issues.

204. Defendants acted with the intent to take unconscionable advantage of others, including Plaintiffs.

205. This Court should award Plaintiffs their attorneys' fees pursuant to statute, and as a matter of justice and equity.

PRAYER FOR RELIEF

Wherefore, Plaintiffs respectfully request this Court to enter judgment against Defendants as follows:

A. On the First Cause of Action, asserting a claim of Gross Negligence by Grand County and Grand County Officials and employees, for Plaintiffs' general, compensatory, and consequential damages caused by Defendants' gross negligence in an amount to be established at trial but no less than \$100,000.00, plus pre- and post-judgment interest, court costs, and attorneys' fees.

B. On the Second Cause of Action, asserting a claim for Gross Negligence by Moab City and Moab City Officials and employees, for Plaintiffs' general, compensatory, and consequential damages caused by Defendants' gross negligence in an amount to be established at

trial but no less than \$100,000.00, plus pre- and post-judgment interest, court costs, and attorneys' fees.

C. On the Third Cause of Action, Negligence by Grand County and Grand County Officials and employees, for Plaintiffs' general, compensatory, and consequential damages caused by Defendants' negligence, in an amount to be established at trial but no less than \$100,000.00, plus pre- and post-judgment interest, court costs, and attorneys' fees.

D. On the Fourth Cause of Action, asserting Negligence by Moab City and Moab City Officials and employees, for Plaintiffs' general, compensatory, and consequential damages caused by Defendants' negligence, in an amount to be established at trial but no less than \$100,000.00, plus pre- and post-judgment interest, court costs, and attorneys' fees.

E. On the Fifth Cause of Action, asserting Intentional Interference with Economic Relations, for Plaintiffs' general, compensatory, and consequential damages caused by Defendants' intentional interference with economic relations, in an amount to be established at trial but no less than \$100,000.00, plus pre- and post-judgment interest, court costs, and attorneys' fees.

F. On the Sixth Cause of Action, asserting Civil Conspiracy, for Plaintiffs' general, compensatory, and consequential damages caused by Defendants' civil conspiracy, in an amount to be established at trial but no less than \$100,000.00, plus pre- and post-judgment interest, court costs, and attorneys' fees.

G. On the Seventh Cause of Action, asserting violation of First Amendment Free Speech, for Plaintiffs' general, compensatory, and consequential damages caused by Defendants' denial of First Amendment rights, in an amount to be established at trial but no less than \$100,000.00, plus pre- and post-judgment interest, court costs, and attorneys' fees.

H. On the Eighth Cause of Action, asserting violation of First Amendment Right of Free Association, for Plaintiffs' general, compensatory, and consequential damages caused by Defendants' denial of First Amendment rights, in an amount to be established at trial but no less than \$100,000.00, plus pre- and post-judgment interest, court costs, and attorneys' fees.

I. On the Ninth Cause of Action, asserting Violation of Due Process, for Plaintiffs' general, compensatory, and consequential damages caused by Defendants' violation of due process, in an amount to be established at trial but no less than \$100,000.00, plus pre- and post-judgment interest, court costs, and attorneys' fees.

J. On the Tenth Cause of Action, asserting Right to Employment and the Free Market, for Plaintiffs' general, compensatory, and consequential damages caused by Defendants' interference with Plaintiffs' right of employment, in an amount to be established at trial but no less than \$100,000.00, plus pre- and post-judgment interest, court costs, and attorneys' fees.

K. On the Eleventh Cause of Action, asserting a claim for Declaratory Relief, the following Declaratory Judgments: (1) the Directives are invalid insofar as they in any way limit, restrict, prohibit, or interfere with the use of ATVs on Grand County and Moab City roads; (2) the Directives are invalid insofar as they in any way limit, restrict, prohibit, or interfere with the operation of ATV businesses; and (3) the ATV Moratorium is invalid and/or void as a matter of law.

L. On the Twelfth Cause of Action, asserting a request for attorney fees, an Order that the Defendants pay all of the Plaintiffs' attorneys' fees and costs in an amount to be established by affidavit or sworn declaration.

M. For all other relief as the court deems just and equitable.

DATED this 26th day of September 2022.

FREEMAN LOVELL, PLLC

/s/ Suzette Rasmussen
Suzette Rasmussen
Attorney for Plaintiff

SWORN DECLARATION

As authorized by Utah Rule of Civil Procedure 11 and Utah Code Annotated, Section 78B-18a-106, Plaintiffs declare under criminal penalty under the law of Utah that the foregoing Sworn Complaint is true and correct.

Signed: at Moab, Utah

9/26/22

/s/ Ben Burr
BlueRibbon Coalition, Inc
Petitioner
(Signed by permission via email 09/07/2022)

/s/ Dustin Rose
Moab Side X Side Adventures, LLC
Petitioner
(Signed by permission via email 09/08/2022)

/s/ Dave Hellman
Hellmans Xtreme 4x4 Tours LLC
Petitioner
(Signed by permission via email 09/13/2022)

/s/ Mark Moore
GANDM LLC
Petitioner
(Signed by permission via email 09/08/2022)

/s/ Travis Clark
Grand Company, LLC
Petitioner
(Signed by permission via email 09/13/2022)

/s/ Mallory Burton
Trapax, Inc.
Petitioner
(Signed by permission via email 09/07/2022)

/s/ Jeremy Rowan
Outlaw Jeep Adventures, LLC
Petitioner
(Signed by permission via email 09/21/2022)

/s/ Trevor Arehart
Cliffhanger Inc.
Petitioner
(Signed by permission via email 09/13/2022)

/s/ David French
Moab Cowboy Off-Road Adventures, LLC
Petitioner
(Signed by permission via email 09/07/2022)

/s/ Brandon Daley
Moab Tour Company
Petitioner
(Signed by permission via email 09/07/2022)

/s/ Jennifer Johnson
Epic 4X4 Adventures, Inc
Petitioner
(Signed by permission via email 09/07/2022)

/s/ Robert Frayser
F and L LLC
Petitioner
(Signed by permission via email 09/07/2022)

/s/ Scott McFarland
SLM Corporation
Petitioner
(Signed by permission via email 09/14/2022)