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15 (*pro hac vice application to be filed*)

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17 **UNITED STATES DISTRICT COURT**  
18 **EASTERN DISTRICT OF CALIFORNIA**  
19 **SACRAMENTO DIVISION**

20 E.L., a minor, by and through her general  
21 guardian, JESSICA LONG; JESSICA LONG, an  
22 individual,

23 Plaintiffs,

24 v.

25 LIEUTENANT JERRY FERNANDEZ, in his  
26 individual capacity; DETECTIVE JACOB  
27 DUNCAN, in his individual; DETECTIVE  
28 JEREMY ASHBEE, in his individual capacity;  
SHASTA DISTRICT FAIR AND EVENT  
CENTER, a district agricultural association;  
COUNTY OF SHASTA; SHASTA COUNTY  
SHERIFF’S DEPARTMENT; MELANIE  
SILVA, in her individual capacity; BJ  
MACFARLANE, in his individual capacity; and  
DOES 1 through 10,  
Defendants.

Case No. 2:22-cv-01527-DAD-AC

**FIRST AMENDED COMPLAINT FOR DAMAGES**

Trial Date: October 7, 2024

Action Filed: August 31, 2022

1 **NATURE OF THE ACTION**

2 1. This case concerns damages under 42 U.S.C. 1983 arising out of well-established  
3 violations of the Fourth and Fourteenth Amendments to the U.S. Constitution, as well as an egregious  
4 waste of police resources. On July 8, 2022, at the behest of the Shasta District Fair and Event Center  
5 (hereinafter, “Shasta Fair Association”), two sheriff’s deputies left their jurisdiction in Shasta County,  
6 drove over 500 miles at taxpayer expense, and crossed approximately six (6) separate county lines,  
7 all to confiscate a young girl’s beloved pet goat, Cedar, after she decided not to auction him for  
8 slaughter. Cedar was her property and she had every legal right to save his life. Yet, the Shasta Fair  
9 Association disputed her contractual rights to do so. In response, two sheriff’s deputies unreasonably  
10 searched for and unreasonably seized Cedar, without a warrant, despite notice of Plaintiffs’ civil  
11 contract dispute over him, notice that Plaintiffs continued to assert possessory interests in Cedar,  
12 notice that Plaintiffs did not receive compensation for him at auction, and notice that Plaintiffs *even*  
13 *offered to pay* the Shasta Fair Association for any damages that could possibly arise in a civil dispute  
14 over Cedar—which under fair rules were no more than \$63.14. Nonetheless, without providing  
15 Plaintiffs any notice or opportunity to be heard as required by the Constitution, the sheriff’s deputies  
16 assumed for themselves the mantle of the judiciary and played judge in an otherwise purely civil  
17 dispute, adjudicating—*wrongly*—who owned Cedar by simply turning over him to third parties  
18 whom they deemed to be his rightful owner outside of any lawful judicial process. As a result, the  
19 young girl who raised Cedar lost him, and Cedar lost his life. Now Plaintiffs can never get him back.

20 2. Through their actions, Defendants and other yet-to-be-identified Doe Defendants,  
21 while acting alone and in concert with others, have, *inter alia*, violated Plaintiffs’ rights as secured  
22 by the Fourth and Fourteenth Amendments to the U.S. Constitution and caused Plaintiffs to suffer  
23 injuries and damages for which they are entitled to remedy and relief under 42 U.S.C. § 1983.

24 **JURISDICTION AND VENUE**

25 3. Jurisdiction is proper to this Court with respect to Plaintiffs’ federal claims pursuant  
26 to 28 U.S.C. §§1331 and 1343. Further, this Court has supplemental jurisdiction to hear and decide  
27 Plaintiffs’ state law claims pursuant to 28 U.S.C. § 1367(a).  
28

1 4. Venue is proper as the unlawful acts and omissions of Defendants occurred within the  
 2 geographical boundaries of this Court and its authority.

3 **THE PARTIES**

4 5. Plaintiff E.L. is a minor. She is represented by, and appearing through, her general  
 5 guardian and mother, Jessica Long.

6 6. Plaintiff Jessica Long (“Plaintiff Long”) is an individual residing in Shasta County, CA.

7 7. Defendant Lieutenant Jerry Fernandez (“Defendant Fernandez”) is a lieutenant in the  
 8 Shasta County Sheriff’s Department who, while acting under color of law, committed the violations as  
 9 alleged here. For purposes of Plaintiffs’ claims directed against Fernandez brought pursuant to 42 U.S.C.  
 10 § 1983, Defendant Fernandez is named in his individual capacity.

11 8. Defendant Detective Jacob Duncan (“Defendant Duncan”) is a detective in the Shasta  
 12 County Sheriff’s Department who, while acting under color of law, committed the violations as alleged  
 13 here. For purposes of Plaintiffs’ claims directed against Duncan brought pursuant to 42 U.S.C. § 1983,  
 14 Defendant Duncan is named in his individual capacity.

15 9. Defendant Detective Jeremy Ashbee (“Defendant Ashbee”) is a Detective for the Shasta  
 16 County Sheriff’s Department who, while acting under color of law, committed the violations as alleged  
 17 here. For purposes of Plaintiffs’ claims directed against Ashbee brought pursuant to 42 U.S.C. § 1983,  
 18 Defendant Ashbee is named in his individual capacity.

19 10. The 27th District Agricultural Association, doing business as Shasta District Fair and  
 20 Event Center (hereinafter, “Defendant Shasta Fair Association” or “Shasta Fair Association”), is a  
 21 state entity authorized by statute known as a Shasta Fair Association. Cal. Food & Agric. Code §§  
 22 3879, 3951, 3954. Shasta Fair Association owns and operates the Shasta District fairgrounds, where it  
 23 hosts the annual Shasta District Fair. On information and belief, an individual with final decision-  
 24 making authority at the Shasta Fair Association reviewed and authorized the search, seizure, and/or  
 25 wrongful destruction of Cedar, Plaintiffs’ goat.

26 11. Defendant Melanie Silva (“Defendant Silva”) is the Chief Executive Officer of the Shasta  
 27 Fair Association. For purposes of Plaintiffs’ claims brought pursuant to 42 U.S.C. § 1983 against any Doe  
 28 who is later named as Defendant Silva, she is charged in her individual capacity.

1           12. Defendant BJ McFarlane (“Defendant McFarlane”) is the livestock manager at the Shasta  
2 Fair Association. For purposes of Plaintiffs’ claims brought pursuant to 42 U.S.C. § 1983 against any Doe  
3 who is later named as Defendant McFarlane, he is charged in his individual capacity.

4           13. Defendant County of Shasta (“Shasta County”) is a public entity, duly organized and  
5 existing under the laws of the State of California. Shasta County has at all times relevant been  
6 responsible for the actions, policies, procedures, practices, and customs of the Shasta County Sheriff’s  
7 Department and its agents and employees.

8           14. Defendant Shasta County Sheriff’s Department (“Shasta Sheriff’s Department”) is a  
9 department of Shasta County. The Sheriff’s Department enforces the actions, policies, procedures,  
10 practices and customs that led to the search, seizure and/or wrongful destruction of Cedar, Plaintiffs’  
11 goat.

12           15. Plaintiffs are ignorant of the true names and capacities of Defendants sued herein as  
13 Does 1 through 10, inclusive, and therefore sue these Defendants by such fictitious names and  
14 capacities. Plaintiffs will amend this complaint to include the true identities of said Doe Defendants  
15 when they are ascertained.

16           16. Plaintiffs are informed and believe, and based thereon allege, that each of said fictitiously  
17 named Defendants acted intentionally and/or recklessly or is responsible in some manner for the  
18 occurrences herein alleged, and that each of the violations of Plaintiffs’ rights, and injuries to same, as  
19 herein alleged were proximately and legally caused by said Defendants’ actions and/or omissions.

20           17. Plaintiffs are informed and believe, and based thereon allege, that all of the Defendants  
21 identified herein, whether identified by name or by fictitious name, were and are the agents, servants, and  
22 employees of each of the remaining Defendants, and that in doing the things alleged herein were acting  
23 under color of state law and within the purpose, course, and scope of said agency, service, and/or  
24 employment, and with the permission, consent, authorization, and subsequent ratification of each of the  
25 remaining Defendants.

26           18. Plaintiffs are informed and believe, and based thereon allege, that Defendants agreed to,  
27 cooperated with, aided, abetted, encouraged, ratified, and/or adopted the acts, actions, wrongdoing, and  
28 representations of each of the remaining Defendants herein, and that in doing any act alleged herein, were

1 acting in concert and through a civil conspiracy by and among each Defendant to further the interests of  
 2 each Defendant individually, and all Defendants as a group. For this reason, as well, all Defendants are  
 3 jointly liable to Plaintiffs.

#### 4 **FACTUAL ALLEGATIONS**

##### 5 **Plaintiff E.L.’s Absolute Ownership of Cedar and** 6 **Plaintiffs’ Dispute with the Shasta Fair Association**

7 19. Plaintiff E.L. is a minor. She was the owner of a young goat named Cedar, whom Plaintiffs  
 8 purchased in early April 2022. E.L. fed and cared for Cedar every day until almost July 2022. Naturally,  
 9 Plaintiff E.L. and Cedar bonded, just as Plaintiff E.L. would have bonded with a puppy. She loved him as  
 10 a family pet. At all times relevant to this action, Plaintiff E.L. was the owner of Cedar or had ownership  
 11 and possessory interests in him. Plaintiff Long, E.L.’s mother, concurrently had co-possessory interests  
 12 in Cedar.

13 20. At the time Plaintiffs’ purchased Cedar, Plaintiff E.L. was enrolled in a local 4-H chapter’s  
 14 youth program.

15 21. The annual Shasta District Fair for 2022 took place on June 22, 2022 to June 25, 2022,  
 16 and included a junior livestock auction from June 24th to June 25th, where members of 4-H youth  
 17 programs exhibit and auction their animals. The 2022 State Rules for California Fairs (hereinafter, the  
 18 “State Fair Rules”) issued by the California Department of Food & Agriculture “apply to all competitive  
 19 exhibits conducted by Shasta Fair Associations ... and county fairs in the State of California[.]” including  
 20 the 2022 Shasta District Fair.<sup>1</sup>

21 22. On June 24, 2022, accompanied by Plaintiff Jessica, Plaintiff E.L. exhibited Cedar at  
 22 Shasta District Fair in the junior livestock auction.

23 23. State Fair Rules require that “exhibitors [at the junior livestock auction] must be legal  
 24 owners of all entries [and] Ownership must be maintained *through show date(s)*.”<sup>2</sup> Plaintiff E.L.’s  
 25 entry form into the junior livestock auction concedes she was Cedar’s owner. The Shasta Fair

26 \_\_\_\_\_  
 27 <sup>1</sup> CAL. DEP’T OF FOOD & AGRIC., 2022 STATE RULES FOR CALIFORNIA FAIRS (hereinafter “State Fair Rules”), at 4,  
 available at

28 [https://cdn.saffire.com/files.ashx?t=fg&rid=FresnoFair&f=2022\\_State\\_Rules\\_for\\_California\\_Fairs.pdf](https://cdn.saffire.com/files.ashx?t=fg&rid=FresnoFair&f=2022_State_Rules_for_California_Fairs.pdf).

<sup>2</sup> State Fair Rules at p. 6 (emphasis added).

1 Association obtained no ownership in Cedar by virtue of Plaintiff E.L.'s and Cedar's attendance at  
2 the Shasta District Fair. At most, the Shasta Fair Association was potentially entitled to only 7% of  
3 the "Seller's check," i.e., the check made out to a 4-H youth-exhibitor who sold her animal at the fair,  
4 pursuant to the Shasta Fair Association's All General Livestock Rules and Guidelines.<sup>3</sup>

5 24. Before bidding began, Plaintiffs sought to terminate their participation in the junior  
6 livestock auction portion of the fair. However, representatives of Shasta Fair Association refused to permit  
7 this, stating to Plaintiffs simply that the governing fair rules prohibited it. Upon information and belief,  
8 there are no such legally enforceable rules which would have precluded Plaintiffs' from terminating their  
9 participation in the livestock auction.

10 25. Upon information and belief, California State Senator Brian Dahle, through his agent,  
11 placed the highest bid for Cedar on June 25, 2022, the final show date of the junior livestock auction.

12 26. It is noteworthy that Cedar's successful bidder was not entitled to, and did not purchase,  
13 Cedar. Rather, the successful bidder was entitled only the cuts of meat that *were* Cedar. There was nothing  
14 about the cuts of meat obtained from Cedar's slaughter that were unique or special property for legal  
15 purposes as to any bidder.

16 27. The high bid for Cedar's meat was \$902.00, far over market rate, as bidders typically  
17 overpay for meat at such auctions because it means more money to the child exhibitor. Of that amount,  
18 the Shasta Fair Association *was only entitled to \$63.14*, and was to pay the remaining \$838.86 to Plaintiff  
19 E.L..

20 28. After the auction, Plaintiff E.L. would not leave Cedar's side. Plaintiff E.L. loved Cedar  
21 and the thought of him going to slaughter was something she could not bear. While sobbing in his pen  
22 beside him, Plaintiff E.L. communicated to her mother she didn't want Cedar to go to slaughter.

23 29. Accordingly, on June 25, 2022, shortly after the auction and before transfer of Cedar to  
24 slaughter, Plaintiff E.L. exercised her statutory rights as a minor under California law to disaffirm any  
25 contract that *may* have existed between her and the Shasta County Fair and/or any other party with respect  
26

27 <sup>3</sup> SHASTA DIST. FAIR & EVENT CENTER, ALL GEN. LIVESTOCK RULES & GUIDELINES, at 51, *available at*  
28 [https://www.shastadistrictfairandeventcenter.com/\\_files/ugd/11ce2e\\_3695bf89aa414e3c81204ea6b6fc71bf.pdf](https://www.shastadistrictfairandeventcenter.com/_files/ugd/11ce2e_3695bf89aa414e3c81204ea6b6fc71bf.pdf).

1 to Cedar. *See* Cal. Fam. Code § 6710 (“a contract of a minor may be disaffirmed by the minor before  
2 majority or within a reasonable time afterwards ....”).

3 30. Thereafter, Plaintiff Long removed Cedar from the Shasta District Fair and, in efforts to  
4 avoid any conflict, informed the Shasta Fair Association representatives in no uncertain terms that she  
5 was willing to pay for any losses and/or damages associated with Plaintiff E.L.’s decision to save Cedar.

6 31. When Plaintiff Long took that action, she feared it would cause negative social  
7 consequences for her and Plaintiff E.L, and that Cedar’s presence would, at least immediately after saving  
8 his life, be a point of controversy. Plaintiffs live in an agricultural community, and feared that deviating  
9 from a 4-H program through resisting the slaughter of livestock would upset other 4-H members and  
10 community members.

11 32. Accordingly, on June 26, 2022, to minimize any controversy and for Cedar’s well-being,  
12 Plaintiff Long took Cedar over 200 miles away to a third party’s farm in Sonoma County (the “Sonoma  
13 Farm”) where Cedar could safely be kept while she attempted to ameliorate any potential rifts with her  
14 community, 4-H, and the Shasta Fair Association. In so doing, Plaintiffs did not relinquish any of their  
15 ownership or possessory rights in Cedar and could reclaim him at any time and at their discretion.

16 33. However, agents of the Shasta Fair Association refused to recognize Plaintiff E.L.’s rights  
17 as a minor to disaffirm the auction bid and *insisted* that Cedar, Plaintiff E.L.’s beloved companion, whom  
18 she had raised, must be killed.

### 19 **Plaintiffs’ Good Faith Negotiations to Resolve**

#### 20 **Their Civil Contract Dispute with the Shasta Fair Association, Silva, and Macfarlane**

21 34. Specifically, on or about June 26, 2022, Defendant Macfarlane, the livestock manager for  
22 the Shasta Fair Association, called Plaintiff Long and demanded that Cedar be returned for slaughter. If  
23 Cedar was not returned, Macfarlane threatened Plaintiff Long would be charged with grand theft under  
24 Cal. Penal Code § 487a, a felony. Upon information and belief, Defendant Macfarlane, Defendant Shasta  
25 Fair Association, its CEO Defendant Silva, and Does, objected to Plaintiffs’ viewpoint and belief that  
26 Cedar was more than cuts of meat and deserved to live.

27 35. Legitimately distressed and threatened by Defendant Macfarlane’s ultimatum, Plaintiff  
28 Long pleaded with Macfarlane, again offering to resolve the matter by stating that not only would she pay

1 for any potential losses to Defendant Shasta Fair Association, but also that the Shasta Fair Association  
2 could keep the full \$902.00 in funds it collected at the auction for Cedar’s meat. Macfarlane, on behalf of  
3 the Shasta Fair Association, rejected the offer and demanded the immediate return of Cedar.

4 36. Desperate to avoid the prospect of even frivolous criminal charges and in further efforts  
5 to reach a reasonable and amicable resolution, Plaintiff Long reached out to Cedar’s putative auction  
6 bidder, Senator Brian Dahle, explaining the situation and requesting that he forgo any rights to Cedar.

7 37. In response to Plaintiff Long’s inquiry, Senator Dahle’s representatives informed her that  
8 he would not resist her efforts to save Cedar from slaughter.

9 38. In further efforts to placate Defendant Shasta Fair Association representatives, on June  
10 27, 2022, Plaintiff Long sent a formal letter in an effort to get them to understand, as human beings, her  
11 position. Among other things, Plaintiffs’ June 27<sup>th</sup> letter stated:

12 a. Cedar was Plaintiff E.L.’s goat;

13 b. Plaintiff Long removed him because Plaintiff E.L. didn’t want Cedar killed. She  
14 explained that watching Plaintiff E.L. “sob[] in the pen ... was heartbreaking .... Our  
15 daughter lost three grandparents within the last year and our family has had so much  
16 heartbreak and sadness that I couldn’t bear the thought of the following weeks of  
17 sadness after the slaughter [of Cedar] .... ”;

18 c. Plaintiff Long “communicated with ... Senator Brian Dahle’s office” and he  
19 effectively waived his rights to Cedar, consenting that Plaintiffs could keep Cedar if they  
20 wanted; and

21 d. Plaintiff Long offered “ to pay back” the Shasta Fair Association “for [Cedar]  
22 and any other expenses.”

23 39. Defendants Macfarlane and the Shasta Fair Association were unmoved by Plaintiffs’  
24 pleas. Defendant Macfarlane, Defendant Shasta Fair Association, Defendant Silva, and Does disapproved  
25 of Plaintiffs’ viewpoint that Cedar was more than cuts of meat and should not be killed.

26 40. Later on June 27, 2022, Defendant Silva emailed Plaintiff Long, stating that Cedar had to  
27 be returned because, among other reasons, “the social media [response to Cedar] has been a negative  
28



1 experience for the fairgrounds as this has been all over Facebook and Instagram....” Defendants Silva,  
2 Macfarlane, and Does disapproved of the sentiments expressed on social media.

3 41. Over the next few days, Defendant Macfarlane continued to threaten Plaintiff Long with  
4 criminal charges and, on June 28, 2022, Plaintiff Long’s written formal offer of June 27, 2022 to pay and  
5 resolve the matter, was rejected in writing by Defendant Shasta Fair Association.

6 42. Yet, in further efforts at resolving the disputed contract, on June 28, 2022, Plaintiff Long  
7 sent another follow-up letter to the Shasta Fair Association. She raised the following issues:

8 a. Cedar was Plaintiff E.L.’s personal property, Defendant Shasta Fair Association  
9 was never the owner of Cedar, and that grand theft under Cal. Penal Code § 487a had no  
10 basis because “[i]t is an established principle of the law of theft that a bona fide belief  
11 of a right or claim to the property taken, even if mistaken, negates the element of  
12 felonious intent.” *People v. Alvarado*, 133 Cal. App. 3d 1003, 1017 (1982);

13 b. Defendant Shasta Fair Association had no claim *even in civil court*, let alone  
14 criminal court, as there were no legal damages to claim. Further, cuts of meat are simply  
15 not “unique” property to justify any injunctive or turnover order; and

16 c. Notwithstanding Defendant Shasta Fair Association’s inability to claim  
17 damages in civil court, in a show of good faith and to resolve the parties’ disputed  
18 contract, Plaintiff Long’s June 28<sup>th</sup> letter again offered to “to reimburse any other  
19 reasonable costs associated with this event.”

20 43. Defendant Shasta Fair Association admitted it received Plaintiff Long’s June 28<sup>th</sup> letter  
21 yet, despite the civil nature of this dispute, continued to demand Cedar and threaten criminal penalties.  
22 Upon information and belief, Defendants Silva, Macfarlane, and Does still refused to negotiate or assent  
23 to Plaintiffs’ rights to have Cedar, including their right to disaffirm any existing contract, because they  
24 disapproved of Plaintiffs’ belief that Cedar, despite being livestock, was a companion animal and did not  
25 deserve to be slaughtered.

26 44. Accordingly, rather than pursue any rights which it may have had through the orderly  
27 process of filing a civil action, Defendants Silva, Macfarlane, Does, and Defendant Shasta Fair  
28

1 Association elected to avoid the courts and instead resort to the strong-arm tactics involving law  
 2 enforcement.

3 **Defendants’ Criminal Investigation to Confiscate Cedar and Their Obligation to Retain Him**

4 45. On Wednesday June 29, 2022, Defendant Fernandez left an intimidating message on  
 5 Plaintiff Long’s voicemail stating he had stopped by her house but she was not home.

6 46. On information and belief, on July 8, 2022, Defendant Ashbee provided a Statement of  
 7 Probable Cause in application for a search warrant for a third party’s business known as Bleating Hearts  
 8 Farm and Sanctuary located at 1142 3rd Street, Napa, CA 94558, alleging that Plaintiff Long had  
 9 committed grand theft under Cal. Penal Code § 487a and placed Cedar at that Napa location.

10 47. Despite his allegation that this controversy was criminal, Defendant Ashbee attached to  
 11 his statement Plaintiff Long’s letter of June 27, 2022. By virtue of possessing that June 27th letter,  
 12 Defendant Ashbee was plainly aware and on notice that Plaintiffs were asserting possessory interests in  
 13 Cedar and disputing any claims to possession made by Defendant Shasta Fair Association, including  
 14 Plaintiffs’ claims that Cedar was Plaintiff E.L.’s goat; that Senator Brian Dahle purchased Cedar but  
 15 nevertheless consented to Plaintiff E.L. saving him from slaughter; and that Plaintiffs would pay for any  
 16 and all costs associated with Plaintiff E.L.’s decision in order to resolve any disputes. Further, Defendant  
 17 Ashbee knew or should have known that Defendant Shasta Fair Association’s All General Livestock  
 18 Rules and Guidelines<sup>4</sup> and the State Fair Rules also deemed that Plaintiff E.L. was Cedar’s owner and  
 19 possessor at the time she disaffirmed the disputed contract.

20 48. Despite the obvious civil nature of the dispute, Defendant Ashbee nevertheless attested  
 21 that “the seller of the goat, Jessica Long, took [Cedar] from the fairgrounds” in an act of grand theft and  
 22 “drove [Cedar] to ... Bleating Hearts Farm and Sanctuary[] in Napa ....” None of those assertions were  
 23 accurate, and there was no probable cause or reasonable basis to believe they were accurate.

24  
 25  
 26  
 27 <sup>4</sup> SHASTA DIST. FAIR & EVENT CENTER, ALL GEN. LIVESTOCK RULES & GUIDELINES, at 51, *available at*  
 28 [https://www.shastadistrictfairandeventcenter.com/\\_files/ugd/11ce2e\\_3695bf89aa414e3c81204ea6b6fc71bf.pdf](https://www.shastadistrictfairandeventcenter.com/_files/ugd/11ce2e_3695bf89aa414e3c81204ea6b6fc71bf.pdf).

1           49. Defendant Ashbee further swore that “Bleating Hearts Farm created an Instagram post,  
2 admitting the goat was in their custody.” Bleating Hearts Farm, however, never claimed, on Instagram or  
3 otherwise, that Cedar was in its custody and, in fact, Cedar *was never* in its custody.

4           50. Ultimately, and as a consequence of Defendant Ashbee’s omission to the magistrate that  
5 Cedar was the subject of a civil contractual dispute, a warrant for search and seizure of Cedar was issued  
6 on July 8, 2022 (the “Warrant”).

7           51. The Warrant expressly provided that it was issued because “there [was] probable cause to  
8 believe that the property ... described herein (i.e., Cedar) ... is lawfully seizable ... in that ... the property  
9 was stolen or embezzled.”

10           52. The Warrant expressly required Defendants to retain Cedar in their possession, in the  
11 event that he was located, specifically stating “And if you find [the described property, i.e., Cedar],  
12 to hold such property in your possession under California Penal Code § 1536 ....”

13           53. Cal. Penal Code § 1536 states “[a]ll property or things taken on a warrant *must be*  
14 *retained* by the officer in his custody ....” (emphasis added).

15           54. The Warrant further required that Defendants’ retain Cedar as evidence *until the end*  
16 *of the criminal case against Plaintiff Long*, specifically providing:

17           It is further ordered that upon adjudication of the case(s) against all defendant(s) in this  
18 action, including resolution of any and all appeals, and the written concurrence of the  
19 Shasta County [DA’s] Office, the property be disposed of in accordance with the  
20 procedures set forth in California Penal Code § 1407-1422, without necessity of a  
further Court Order issued pursuant to California Penal Code § 1536.

21           55. Similarly, Cal. Penal Code § 1523 requires that a “search warrant ... directed to a peace  
22 officer, command[s] him or her to search for ... a thing or things, or personal property, and, in the  
23 case of a thing or things or personal property, *bring the same before the magistrate.*” Retention by  
24 the officer is therefore required in order to bring the seized property before the magistrate.

25           56. Finally, Cal. Penal Code § 1407 requires “[w]hen property, alleged to have been stolen  
26 or embezzled, comes into the custody of a peace officer, he shall hold it subject to the [due process  
27 protections and hearing requirements of § 1407 through § 1413],” all of which required a notice and  
28 opportunity to be heard before determining ownership. Because Cedar was allegedly “stolen or

1 embezzled,” as stated in the Warrant, Penal Code § 1407 required Defendants to maintain their possession  
2 of him until ownership was determined in accordance with the judicial process.

3 **Defendants’ Warrantless Seizure, Transfer, and Destruction**  
4 **of Cedar Despite Notice of Plaintiffs’ Rights**

5 57. On July 8, 2022, at the taxpayers’ expense, and to the exclusion of investigating legitimate  
6 crimes in Shasta County, Defendant Fernandez and Defendant Duncan drove at least 500 miles over  
7 approximately 10 hours to Napa County, and then Sonoma County, to seize a young girl’s beloved goat  
8 for slaughter.

9 58. At some point on that date, Defendant Fernandez and Defendant Duncan arrived at  
10 Bleating Hearts Farm & Sanctuary in Napa. However, Cedar was not, nor was he ever, present at that  
11 location.

12 59. Upon information and belief, Defendant Fernandez and Defendant Duncan then  
13 proceeded from Bleating Hearts Farm and Sanctuary in Napa County to the Sonoma Farm in Sonoma  
14 County where they seized Cedar. Defendant Fernandez and Defendant Duncan had no warrant to search  
15 and seize Cedar at the Sonoma Farm.

16 60. Thereafter, with notice of both the disputed contract and civil nature of the controversy,  
17 and in contravention of Defendants’ duties under the U.S. Constitution and state law requiring them to  
18 retain custody of Cedar, Defendant Fernandez and Defendant Duncan independently deemed unknown  
19 third parties (John Doe Defendants) to be the owners of Cedar, and delivered him to same at the Shasta  
20 District fairgrounds.

21 61. Defendants made that independent determination of ownership *without judicial*  
22 *authorization and without providing Plaintiffs any notice and opportunity hearing by a neutral magistrate*  
23 *or judicial officer* as required by the due process provisions of the United States Constitution and/or state  
24 law.

25 62. Defendants Fernandez and Duncan had no discretion to permanently deprive  
26 Plaintiffs’ of their ownership and possessory rights in Cedar by delivering him for  
27 slaughter/destruction, as they were required by law to hold Cedar or deliver him to the Magistrate for  
28

1 hearing by the Magistrate with notice to all interested parties. Cal. Penal Code §§ 1407, 1408, et. seq.  
2 Further, their decision to do so was not a broad policy decision but a lower level decision.

3 63. Further, the actions of Defendants Fernandez and Duncan in unilaterally deciding who  
4 owned Cedar were not part, and were outside of, any investigation of Plaintiff Jessica Long's alleged  
5 theft.

6 64. Further, upon information and belief, Defendant Fernandez, Defendant Duncan, and  
7 Defendant Ashbee applied for a sham criminal warrant with the purpose of using that criminal warrant to  
8 seize Cedar not as evidence of a potential crime but rather for the sole purpose of circumventing the civil  
9 process and unlawfully transferring Cedar at the fairgrounds of the Shasta Fair Association to other yet-  
10 to-be-identified John Doe Defendants, thereby depriving Plaintiffs of their possessory interests in Cedar  
11 and depriving Plaintiffs of any opportunity to contest Cedar's seizure and/or these Defendant officials'  
12 actions in a civil court.

13 65. Upon information and belief, Cedar was slaughtered by, or turned over for slaughter by,  
14 Defendant Shasta Fair Association, Silva and Macfarlane, and other yet-to-be-identified John Doe  
15 Defendants. And upon information and belief, those John Doe Defendants were employees or agents of  
16 Defendant Shasta Fair Association and were thus fully apprised of the civil nature of the dispute and  
17 Plaintiffs' possessory and ownership rights to Cedar.

18 66. Upon information and belief, the actions of Defendants Silva, Macfarlane and Does, all  
19 under color of state law, in intentionally killing Cedar despite Plaintiffs' civil dispute, were unlawfully  
20 motivated, in whole or in part, by their disagreement in Plaintiffs' viewpoint that Cedar should not have  
21 been killed despite being livestock.

22 67. Defendants Silva, McFarlane, and Defendant Does had no discretion to commit the  
23 breaches above, as they were required, by law to allow Plaintiffs to take Cedar based on, among other  
24 things, E.L.'s absolute statutory right under Family Code § 6710 to disaffirm any contract of sale that  
25 may have existed. Further, the decision to slaughter Cedar was not a broad based policy decision.

26 68. Further, the actions of those Defendants, in having Cedar destroyed presumably late  
27 at night when the sheriffs delivered him, were not part any investigation or administrative or judicial  
28 proceeding.

1           69. All Defendants and the yet-to-be-identified John Doe Defendants knew or should have  
2 known that neither Defendant Shasta Fair Association, its employees and agents, nor any bidder at the  
3 junior livestock auction, had any rights to Cedar as, among other reasons, (1) Plaintiff E.L. had an  
4 absolute statutory right to keep Cedar and disaffirm any contract of sale for same; (2) the June 27th  
5 letter attached to the Warrant plainly stated that E.L., a minor, owned the goat, that the bidder waived  
6 rights to Cedar, and that Plaintiffs offered to pay for any costs associated with Cedar; and (3)  
7 Plaintiffs' had received no consideration for the disaffirmed contract.

8           70. At bare minimum, all Defendants knew there was a bona fide dispute over Cedar and  
9 his ownership that was civil in nature, governed by civil law, not the Penal Code.

10           71. The acts of Defendants as alleged above constituted violations of Plaintiffs'  
11 established constitutional rights as well state constitutional rights and torts. Defendants' conduct in  
12 intentionally seizing and immediately destroying all of individual Plaintiffs' personal property rights  
13 in Cedar was inconsistent with each individual Plaintiffs' constitutional rights and rights under state  
14 law.

15           72. As a direct and proximate result of the Defendants' unconstitutional and unlawful  
16 conduct, individual Plaintiffs have suffered, and will continue to suffer damages, including but not  
17 limited to: (1) general damages, and (2) the deprivation and destruction of Cedar, Plaintiffs' property  
18 and a pet with whom Plaintiffs' had bonded emotionally.

19           **PLAINTIFFS COMPLIED WITH THE CALIFORNIA GOVERNMENT CLAIMS ACT**

20           73. On or about October 24, 2022, and within the time prescribed by law under the  
21 California Government Claims Act, Plaintiffs served a claim for damages to each of the following:  
22 the Shasta County; Shasta Sheriff's Department; the Shasta Fair Association; and the Department of  
23 General Services for the State of California.

24           74. Plaintiffs received rejections of their claims in writing from the Shasta County and the  
25 Shasta Sheriff's Department on or about December 9, 2022 and December 15, 2022..

26           75. Plaintiffs received no response to their claims from either the Shasta Fair Association or  
27 the Department of General Services for the State of California.

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1 **FIRST CAUSE OF ACTION**

2 **Right to Be Secure From Unreasonable Searches and Seizures**

3 **Fourth Amendment to U.S. Constitution (42 U.S.C. § 1983)**

4 **(Against Defendants Ashbee, Fernandez, and Duncan)**

5 76. Plaintiffs refer to and incorporate by reference each of the allegations contained in the  
6 preceding paragraphs of this Complaint.

7 77. Defendants Ashbee, Fernandez, and Duncan violated Plaintiffs' Fourth Amendment  
8 rights under the U.S. Constitution and 42 U.S.C. § 1983 to be free from unreasonable searches and  
9 seizures of their property by unreasonably searching for Cedar when the evidence they possessed  
10 showed no crime had been committed as a matter of law and/or fact, and by confiscating Plaintiffs'  
11 property on or about July 8, 2022, without a warrant and then disposing of and destroying Plaintiffs'  
12 property interests in Cedar.

13 78. In so doing, Defendants Ashbee, Fernandez, and Duncan were acting under color of  
14 state law.

15 79. As a direct and proximate consequence of the acts of Defendants Ashbee, Fernandez,  
16 and Duncan, Plaintiffs have suffered and continue to suffer loss of their personal property and are  
17 entitled to compensatory damages for their property and other injury to their person.

18 80. In doing the acts of which Plaintiffs complain, Defendants Ashbee, Fernandez, and  
19 Duncan willfully, intentionally, or recklessly violated Plaintiffs' civil rights. Their actions were  
20 willful, wanton, malicious, and oppressive, and, accordingly, Plaintiffs are entitled to punitive  
21 damages.

22 **SECOND CAUSE OF ACTION**

23 **Denial of Constitutional Right of Due Process of Law**

24 **Fourteenth Amendment to the U.S. Constitution (42 U.S.C. § 1983)**

25 **(Against Defendants Ashbee, Fernandez, and Duncan)**

26 81. Plaintiffs refer to and incorporate by reference each of the allegations contained in  
27 the preceding paragraphs of this Complaint.

82. Defendants Ashbee, Fernandez, and Duncan violated Plaintiffs’ Fourteenth Amendment rights under the U.S. Constitution and 42 U.S.C. § 1983 to due process of law by confiscating Plaintiffs’ property on or about July 8, 2022, and then disposing of and destroying Plaintiffs’ property interests’ in Cedar without notice or hearing.

83. Defendants Ashbee, Fernandez, and Duncan had a constitutional duty to provide the individual Plaintiffs with notice that their property and property interests were at risk of being seized and/or destroyed and an opportunity to be heard. Defendants failed to do so. Further, they did not preserve the individual Plaintiffs’ property or provide a means of reclaiming it, thereby stripping individual Plaintiffs of any meaningful opportunity to contest the deprivation, and apparent death, of Cedar.

84. Among the due process protections Defendants Ashbee, Fernandez, and Duncan failed to provide Plaintiffs, they were required to hold the property pursuant to Cal. Penal Code §§ 1407, et al., and § 1523, et al., for notice and hearing by the court to formally determine Plaintiffs’ ownership.

85. In denying Plaintiffs their due process rights, Defendants Ashbee, Fernandez, and Duncan were acting or purporting to act in the performance of their official duties.

86. As a direct and proximate consequence of the acts of Defendants Ashbee, Fernandez, and Duncan, Plaintiffs have suffered and continue to suffer loss of their personal property and are entitled to compensatory damages for their property and other injury to their person.

87. In doing the acts of which Plaintiffs complain, Defendants Ashbee, Fernandez, and Duncan willfully, intentionally, or recklessly violated Plaintiffs' civil rights. Their actions were willful, wanton, malicious, and oppressive, and, accordingly, Plaintiffs are entitled to punitive damages.

**THIRD CAUSE OF ACTION**

**Right to Be Secure From Unreasonable Searches and Seizures**

**Fourth Amendment to U.S. Constitution (42 U.S.C. § 1983)**

**(Against the Doe Defendants)**

88. Plaintiffs refer to and incorporate by reference each of the allegations contained in the preceding paragraphs of this Complaint.



1           89.     Doe Defendants, who are, on information and belief, employees and agents of  
2 Defendant Shasta District Association, violated Plaintiffs' Fourth Amendment rights under the U.S.  
3 Constitution and 42 U.S.C. § 1983 to be free from unreasonable searches and seizures of their  
4 property by seizing and confiscating Plaintiffs' property on or about July 8, 2022 at the Shasta District  
5 fairgrounds, without a warrant and then disposing of and destroying Plaintiffs' property interests in  
6 Cedar.

7           90.     In so doing, these Doe Defendants were acting under color of state law.

8           91.     As a direct and proximate consequence of the acts of these Doe Defendants, Plaintiffs  
9 have suffered and continue to suffer loss of their personal property and are entitled to compensatory  
10 damages for their property and other injury to their person.

11          92.     In doing the acts of which Plaintiffs complain, these Doe Defendants willfully,  
12 intentionally, or recklessly violated Plaintiffs' civil rights. Their actions were willful, wanton,  
13 malicious, and oppressive, and, accordingly, Plaintiffs are entitled to punitive damages.

#### **FOURTH CAUSE OF ACTION**

#### **Denial of Constitutional Right of Due Process of Law**

#### **Fourteenth Amendment to the U.S. Constitution (42 U.S.C. § 1983)**

#### **(Against the Doe Defendants)**

18          93.     Plaintiffs refer to and incorporate by reference each of the allegations contained in the  
19 preceding paragraphs of this Complaint.

20          94.     Doe Defendants, who are, on information and belief, employees and agents of  
21 Defendant Shasta District Association, once they came into possession of Plaintiffs' property on  
22 about July 8, 2022 at the Shasta District fairgrounds, had a constitutional duty to provide the  
23 individual Plaintiffs with notice that their property and property interests were at risk of being seized  
24 and/or destroyed and an opportunity to be heard. Defendants failed to do so. Further, they did not  
25 preserve the Plaintiffs' property or provide a means of reclaiming it, thereby stripping individual  
26 Plaintiffs of any meaningful opportunity to contest the deprivation, and apparent death, of Cedar.

27          95.     In denying Plaintiffs their due process rights, Doe Defendants were acting or  
28 purporting to act in the performance of their official duties.

1 96. As a direct and proximate consequence of the acts of Doe Defendants, Plaintiffs have  
2 suffered and continue to suffer loss of their personal property and are entitled to compensatory  
3 damages for their property and other injury to their person.

4 97. In doing the acts of which Plaintiffs complain, Doe Defendants willfully, intentionally,  
5 or recklessly violated Plaintiffs' civil rights. Their actions were willful, wanton, malicious, and  
6 oppressive, and, accordingly, Plaintiffs are entitled to punitive damages.

7 **FIFTH CAUSE OF ACTION**

8 **Denial of Constitutional Right against Unreasonable Search and Seizure**

9 **California Constitution, Article 1, § 13**

10 **(Against Defendants Shasta County, Shasta Sheriff’s Department, Fernandez, and Duncan)**

11 98. Plaintiffs refer to and incorporate by reference each of the allegations contained in the  
12 preceding paragraphs of this Complaint.

13 99. Defendants Shasta County, Shasta Sheriff’s Department, Fernandez, and Duncan’s  
14 actions as described above violate Plaintiffs’ right to be free from unreasonable searches and seizures  
15 under Article 1, § 13 of the California Constitution by unreasonably searching for Cedar when the  
16 evidence they possessed showed no crime had been committed as a matter of law and/or fact, and by  
17 confiscating Plaintiffs’ property on or about July 8, 2022, without a warrant and then disposing of  
18 and destroying Plaintiffs’ property interests in Cedar.

19 100. These unlawful actions were done with intent to deprive individual Plaintiffs of their  
20 right to be secure in their property.

21 101. As a direct and proximate cause of these unlawful acts, Plaintiffs have suffered and  
22 continue to suffer loss of their personal property and are entitled to damages.

23 102. In doing the acts of which Plaintiffs complain, Defendants Shasta County, Shasta  
24 Sheriff’s Department, Fernandez, and Duncan willfully, intentionally, or recklessly violated Plaintiffs'  
25 civil rights. Their actions were willful, wanton, malicious, and oppressive, and, accordingly, Plaintiffs  
26 are entitled to punitive damages.

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1 **SIXTH CAUSE OF ACTION**

2 **Denial of Constitutional Right to Due Process of Law**

3 **California Constitution, Article 1, § 7(a)**

4 **(Against Defendants Shasta County, Shasta Sheriff’s Department, Fernandez, and Duncan)**

5 103. Plaintiffs refer to and incorporate by reference each of the allegations contained in the  
6 preceding paragraphs of this Complaint.

7 104. Defendants Shasta County, Shasta Sheriff’s Department, Fernandez, and Duncan’s  
8 above actions violated Plaintiffs’ right to due process of law under the Article 1, § 7(A)) of the  
9 California Constitution.

10 105. Defendants Fernandez and Duncan had a duty to provide Plaintiffs with notice that  
11 their property (Cedar) was at risk of being seized and/or destroyed and must act to preserve the  
12 property or provide a means of reclaiming it in a timely manner. They did not do so here. Further,  
13 they did not preserve Cedar or provide Plaintiffs any means of reclaiming him, thereby stripping  
14 Plaintiffs of any meaningful opportunity to contest his deprivation.

15 106. Among the due process protections Defendants Shasta County, Shasta Sheriff’s  
16 Department, Fernandez, and Duncan failed to provide Plaintiffs, they were required to hold the property  
17 pursuant to Cal. Penal Code §§ 1407, et al., and § 1523, et al., for notice and hearing by the court to  
18 formally determine Plaintiffs’ ownership.

19 107. As a direct and proximate cause of the acts of Defendants Shasta County, Shasta  
20 Sheriff’s Department, Fernandez, and Duncan, Plaintiffs have suffered and continue to suffer loss of  
21 their personal property and are entitled to compensatory damages for their property and other injury  
22 to their person.

23 108. In doing the acts of which Plaintiffs complain, Defendants willfully, intentionally, or  
24 recklessly violated Plaintiffs' civil rights. Their actions were willful, wanton, malicious, and  
25 oppressive, and, accordingly, Plaintiffs are entitled to punitive damages.

ADVANCING LAW FOR ANIMALS

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**SEVENTH CAUSE OF ACTION**

**Denial of Constitutional Right against Unreasonable Search and Seizure**  
**California Constitution, Article 1, § 13**  
**(Against Shasta Fair Association and Does)**

109. Plaintiffs refer to and incorporate by reference each of the allegations contained in the preceding paragraphs of this Complaint.

110. Defendants Shasta Fair Association and Does' above actions violated Plaintiffs' right to be free from unreasonable searches and seizures under Article 1, § 13 of the California Constitution by seizing and confiscating Plaintiffs' property on or about July 8, 2022 at the Shasta District fairgrounds, without a warrant and then disposing of and destroying Plaintiffs' property interests in Cedar.

111. These unlawful actions were done with intent to deprive individual Plaintiffs of their right to be secure in their property.

112. As a direct and proximate cause of these unlawful acts, Plaintiffs have suffered and continue to suffer loss of their personal property and are entitled to damages.

113. In doing the acts of which Plaintiffs complain, Shasta Fair Association and Does willfully, intentionally, or recklessly violated Plaintiffs' civil rights. Their actions were willful, wanton, malicious, and oppressive, and, accordingly, Plaintiffs are entitled to punitive damages.

114. Plaintiffs refer to and incorporate by reference each of the allegations contained in the preceding paragraphs of this Complaint.

**EIGHTH CAUSE OF ACTION**

**Denial of Constitutional Right to Due Process of Law**  
**California Constitution, Article 1, § 7(a)**  
**(Against Shasta Fair Association and Does)**

115. Plaintiffs refer to and incorporate by reference each of the allegations contained in the preceding paragraphs of this Complaint.

116. Defendants Shasta Fair Association and Does' above actions violated Plaintiffs' right to due process of law under the Article 1, § 7(a) of the California Constitution

1           117. Defendant Shasta Fair Association and Doe Defendants, who are, on information and  
2 belief, employees and agents of the Shasta District Association, once they came into possession of  
3 Plaintiffs' property on about July 8, 2022 at the Shasta District fairgrounds, had a constitutional duty  
4 to provide the individual Plaintiffs with notice that their property and property interests were at risk  
5 of being seized and/or destroyed and an opportunity to be heard. Defendants Shasta Fair Association  
6 and Does failed to do so. Further, they did not preserve the Plaintiffs' property or provide a means of  
7 reclaiming it, thereby stripping individual Plaintiffs of any meaningful opportunity to contest the  
8 deprivation, and apparent death, of Cedar.

9           118. As a direct and proximate cause of the acts of Defendant Shasta Fair Association and  
10 Doe Defendants, Plaintiffs have suffered and continue to suffer loss of their personal property and  
11 are entitled to compensatory damages for their property and other injury to their person.

12           119. In doing the acts of which Plaintiffs complain, Doe Defendants willfully, intentionally,  
13 or recklessly violated Plaintiffs' civil rights. Their actions were willful, wanton, malicious, and  
14 oppressive, and, accordingly, Plaintiffs are entitled to punitive damages.

15   **NINTH CAUSE OF ACTION**

16   **Conversion**

17                   **(Against Shasta County, Shasta Sheriff's Department, Fernandez, Duncan, and Does)**

18           120. Plaintiffs refer to and incorporate by reference each of the allegations contained in the  
19 preceding paragraphs of this Complaint.

20           121. Plaintiffs owned and/or had a right to possess Cedar.

21           122. Defendants Fernandez and Duncan took possession of Cedar, prevented Plaintiffs  
22 from accessing him by not even notifying Plaintiffs they took him, and then turned him over to 3<sup>rd</sup>  
23 parties for destruction.

24           123. Defendants Fernandez and Duncan had no discretion to commit such acts. Such  
25 outside of, any investigation of Plaintiff Jessica Long's alleged theft.

26           124. Plaintiffs did not consent to any of the foregoing.

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1 125. Shasta County and the Shasta Sheriff’s Department are liable for the actions of these  
2 Defendants Fernandez and Duncan, which occurred within the scope of their employment. Cal. Gov.  
3 Code § 815.2.

4 126. Plaintiffs were harmed as a result and Defendants’ conduct was a substantial factor in  
5 causing that harm.

6 127. Defendants Fernandez and Duncan’s actions were willful, wanton, malicious, and  
7 oppressive, and, accordingly, Plaintiffs are entitled to punitive damages.

8 **TENTH CAUSE OF ACTION**

9 **Conversion**

10 **(Against Shasta Fair Association and Does)**

11 128. Plaintiffs refer to and incorporate by reference each of the allegations contained in the  
12 preceding paragraphs of this Complaint.

13 129. Plaintiffs owned and/or had a right to possess Cedar.

14 130. Defendant Does, who upon information and belief were employees/agents of  
15 Defendant Shasta Fair Association, took possession of Cedar on July 8, 2022 at the fairgrounds,  
16 prevented Plaintiffs from accessing him by not even notifying Plaintiffs they took him, and then had  
17 him destroyed/slaughtered.

18 131. Defendant Does had no discretion to commit such acts and such acts were not part any  
19 investigation or administrative or judicial proceeding.

20 132. Plaintiffs did not consent to any of the foregoing.

21 133. Defendant Shasta Fair Association is liable for the actions of its Doe employees, as they  
22 occurred within the scope of their employment. Cal. Gov. Code § 815.2.

23 134. Plaintiffs were harmed as a result and Defendants’ conduct was a substantial factor in  
24 causing that harm.

25 135. Defendant Shasta Fair Association’s Doe employees’ actions were willful, wanton,  
26 malicious, and oppressive, and, accordingly, Plaintiffs are entitled to punitive damages.

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**ELEVENTH CAUSE OF ACTION**

**Negligence**

**(Against Shasta County, Sheriff’s Department, Fernandez, Duncan, and Does)**

136. Plaintiffs refer to and incorporate by reference each of the allegations contained in the preceding paragraphs of this Complaint.

137. Defendants Fernandez and Duncan owed Plaintiffs a duty of care to abstain from injuring Plaintiffs, their property, or infringing upon any of their rights.

138. Defendants Fernandez and Duncan breached that duty by, *inter alia*, turning over Cedar for slaughter after being on notice that Plaintiffs had property rights in him. They further breached that duty by not holding onto to Cedar to allow his ownership to be determined by noticed hearing, as their warrant plainly directed and as Penal Code § 1407, et seq. expressly requires.

139. These breaches infringed not only with Plaintiffs’ property interests but also their right to be heard.

140. Defendants Fernandez and Duncan had no discretion to commit such acts. Such actions were outside of any investigation of Plaintiff Jessica Long’s alleged theft.

141. Such breaches proximately and actually caused harm to Plaintiffs.

142. Shasta County and the Shasta Sheriff’s Department are liable for the actions of these Defendants Fernandez and Duncan, which occurred within the scope of their employment. Cal. Gov. Code § 815.2.

143. Defendants are liable for such damages in amounts to be proven at trial.

**TWELFTH CAUSE OF ACTION**

**Negligence**

**(Against Shasta Fair Association, Silva, McFarlane, and Does)**

144. Plaintiffs refer to and incorporate by reference each of the allegations contained in the preceding paragraphs of this Complaint.

145. Defendants Silva, McFarlane, and Does, who upon information and belief were employees/agents of Defendant Shasta Fair Association, owed Plaintiffs a duty of care to abstain from injuring Plaintiffs, their property, or infringing upon any of his or her rights.

1 146. Defendants Silva, McFarlane, and Defendant Does breached that duty by, *inter alia*,  
 2 causing Cedar’s death after being on notice that Plaintiffs had property rights in him and denying  
 3 Plaintiffs’ rights to cancel any contract of sale under Family Code § 6710 and their rights to efficient  
 4 breach.

5 147. Defendants Silva, McFarlane, and Does had no discretion to commit such acts and such  
 6 acts were not part any investigation or administrative or judicial proceeding.

7 148. Such breaches proximately and actually caused harm to Plaintiffs.

8 149. Defendant Shasta Fair Association is liable for the actions of Defendants Silva,  
 9 McFarlane, and Does, as they occurred within the scope of their employment. Cal. Gov. Code § 815.2.

10 150. Defendants are liable for such damages in amounts to be proven at trial.

11 **THIRTEENTH CAUSE OF ACTION**

12 **Intentional Infliction of Emotional Distress**

13 **(Against Shasta Fair Association, Silva, McFarlane, and Does)**

14 151. Plaintiffs refer to and incorporate by reference each of the allegations contained in the  
 15 preceding paragraphs of this Complaint.

16 152. Defendants Silva, McFarlane, and Does, who upon information and belief were  
 17 employees/agents of Defendant Shasta Fair Association, intended to cause Plaintiffs, and/or acted  
 18 with reckless disregard of the probability that Plaintiffs would suffer, emotional distress by killing  
 19 and/or facilitating Cedar’s death. Defendants’ actions as described herein amount to extreme and  
 20 outrageous conduct under California law. These Defendants all had full notice of Plaintiffs’ emotional  
 21 bond to Cedar, they knew of her minority, they knew Plaintiffs disputed their obligations, if any,  
 22 under any alleged contract of sale. Yet Defendants Silva, McFarlane, and Does knowingly and  
 23 intentionally killed Cedar in contravention of Plaintiffs’ rights knowing it would emotionally damage  
 24 E.L., particularly as a minor.

25 153. Plaintiffs in fact suffered severe emotional distress.

26 154. Defendants Silva, McFarlane, and Does had no discretion to commit such acts and such  
 27 acts were not part any investigation or administrative or judicial proceeding.  
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1 155. Defendant Shasta Fair Association is liable for the actions of Defendants Silva,  
 2 McFarlane, and Does, as they occurred within the scope of their employment. Cal. Gov. Code § 815.2.

3 156. Defendants Silva, McFarlane, and Defendant Does’ conduct was a substantial factor in  
 4 causing Plaintiffs’ emotional distress. Such Defendants’ actions were willful, wanton, malicious, and  
 5 oppressive, and, accordingly, Plaintiffs are entitled to punitive damages.

6 **FOURTEENTH CAUSE OF ACTION**

7 **Declaratory Relief**

8 **(Against Silva, Macfarlane, Shasta Fair Association, and Does)**

9 157. Plaintiffs refer to and incorporate by reference each of the allegations contained in the  
 10 preceding paragraphs of this Complaint.

11 158. E.L. desires to participate in animal husbandry education through 4-H and/or state fair  
 12 activities in the future.

13 159. E.L. contends she had the right pursuant to Family Code § 6710, which provides that “a  
 14 contract of a minor may be disaffirmed by the minor before majority or within a reasonable time  
 15 afterwards,” to disaffirm any contract of sale at the junior livestock auction held by the Shasta Fair  
 16 Association. Defendants Silva, Macfarlane, Shasta Fair Association, and Does, on the other hand, believes  
 17 Plaintiffs have no such rights.

18 160. An actual, present, and justifiable controversy has arisen between the Defendants Silva,  
 19 Macfarlane, Shasta Fair Association, and Does concerning E.L.’s rights to disaffirm any contract(s) of  
 20 sale of any such animals

21 161. Plaintiffs seek a declaration from this Court that E.L. may, during minority, disaffirm any  
 22 contract or obligation to participate in any livestock auction she enters at Shasta Fair Association and may  
 23 also disaffirm any contract or obligation to sell any livestock she owns through such an auction.

24 **FIFTEENTH CAUSE OF ACTION**

25 **First Amendment Viewpoint Discrimination**

26 **First Amendment to U.S. Constitution (42 U.S.C. § 1983)**

27 **(Against Silva, MacFarlane, and Does)**

28 162. Plaintiffs refer to and incorporate by reference each of the allegations contained in the

1 preceding paragraphs of this Complaint.

2 163. Defendants Silva, McFarlane, and Does deprived, and are continuing to deprive,  
3 Plaintiffs of the rights secured to them by the United States Constitution

4 164. Plaintiffs expressed a view that Cedar was more than cuts of meat and deserved to live.  
5 Their view, and the narrative of the facts of this case, were expressed on social media. Plaintiffs' view  
6 was contrary to Defendant Shasta Fair Association's preferred view that livestock raised for meat must  
7 be slaughtered for meat.

8 165. Because Plaintiffs' viewpoint was that Cedar should not be slaughtered, and because  
9 Plaintiffs' view was expressed online which resulted in significant negative attention to Shasta Fair  
10 Association, Defendants Silva, McFarlane, and Does bypassed the applicable and orderly process of  
11 filing a civil action to determine ownership, and, instead, had Cedar slaughtered upon repossessing him.

12 166. The actions of Defendants Silva, McFarlane, Does are, in whole or in part, unlawfully  
13 motivated by their disagreement with the Plaintiffs' viewpoint that Cedar was a companion animal  
14 who should not be slaughtered.

15 167. Had Plaintiff expressed a different rationale and viewpoint in support of their removal of  
16 Cedar, one which led the Shasta Fair Association to believe that Plaintiffs' agreed that livestock such as  
17 Cedar should be killed, the Shasta Fair Association would not have killed Cedar with no notice or legal  
18 procedure directed against Plaintiffs.

19 168. In depriving Plaintiffs of these rights, Defendants acted under color of state law. This  
20 deprivation under color of state law is actionable under and may be redressed by 42 U.S.C. § 1983.

21 169. Plaintiffs further seek a declaration from the Court that Defendants may not retaliate  
22 or otherwise discriminate against E.L.'s free expression or viewpoint with respect to livestock in  
23 future livestock activities at Shasta Fair Association.

24 **PRAYER FOR RELIEF**

25 WHEREFORE, Plaintiffs pray for relief and judgment against Defendants, jointly and severally,  
26 as follows:

- 27 A. For an order awarding Plaintiffs actual damages according to proof;
- 28 B. For an order awarding Plaintiffs general and special damages according to proof;

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C. For an order awarding punitive damages;

D. For a declaration that E.L. may, during minority, disaffirm any contract or obligation to participate in any livestock auction she enters at Shasta Fair Association and may also disaffirm any contract or obligation to sell any livestock she owns through such an auction;

E. For a declaration that Defendants Silva, MacFarlane, and Does may not retaliate or otherwise discriminate against E.L.'s free expression or viewpoint with respect to livestock in future livestock activities.

F. For an award of attorneys' fees and costs pursuant to 42 U.S.C. § 1988 and any other applicable provisions of law; and

G. For any such further relief as may be permitted by law and/or that this Court deems equitable, just, and proper.

Respectfully submitted,

**ADVANCING LAW FOR ANIMALS**

Dated: February 20, 2023

By:           /S/Ryan Gordon            
Ryan Gordon  
Vanessa Shakib  
Attorneys for Plaintiffs