

STATE OF NORTH CAROLINA
COUNTY OF DARE

FILED
IN THE GENERAL COURT OF JUSTICE
SUPERIOR COURT DIVISION

2022 JUN -7 A 9:55 AM 22 CVS 233

AMI HILL and MUSE ORIGINALS DARE CO., C.S.C.
LLC,

BY _____

Plaintiffs,

v.

**COMPLAINT FOR
DECLARATORY AND
INJUNCTIVE RELIEF**

TOWN OF KILL DEVIL HILLS,
NORTH CAROLINA; DONNA
ELLIOTT, in her official capacity as
ZONING ADMINISTRATOR FOR
THE TOWN OF KILL DEVIL HILLS,
NORTH CAROLINA; MEREDITH
GUNS, in her official capacity as
PLANNING DIRECTOR FOR THE
TOWN OF KILL DEVIL HILLS; and
BOARD OF COMMISSIONERS OF
THE TOWN OF KILL DEVIL HILLS,
NORTH CAROLINA, in their official
capacities,

Defendants.

INTRODUCTION

Amidst disruptions to her business caused by the pandemic, Ami Hill adapted to changing circumstances by transforming her brick-and-mortar art gallery into a mobile art bus. She wanted to continue to support her local artists by taking to the road, using the bus as the centerpiece of an outdoor art market. Though she's been welcomed in many Outer Banks, North Carolina cities, a local ordinance prevents her from exercising her constitutional rights—and earning a living—in her hometown of Kill Devil Hills.

North Carolina is the only state in the nation whose constitution triumphs the fundamental right of its citizens to the "fruits of their own labor." But Kill Devil Hills thwarts that right. Kill Devil Hills forces Ami to surrender the entirety of the fruits of her labor when she operates the art market, and it allows her to keep her profits from her art bus only during the least lucrative times of the year. She therefore brings this lawsuit to vindicate the Constitution's promise that she be allowed to earn an honest living free from arbitrary and unnecessary government interference.

JURISDICTION AND VENUE

1. Plaintiffs bring this action pursuant to the Declaratory Judgments Act, N.C. Gen. Stat. § 1-253, et seq, and Article I, Sections 1 and 19, of the North Carolina Constitution.

2. This Court has jurisdiction over this action pursuant to N.C. Gen. Stat. §§ 7A-240 and 7A-245.

3. Venue is proper in this Court as the Defendants are located in Dare County and the relevant events occurred and continue to occur in Dare County.

4. An actual controversy exists between the parties as to the constitutionality of the challenged law.

5. Defendants do not have sovereign immunity because Plaintiffs seek declaratory and injunctive relief under the Declaratory Judgments Act and N.C. Gen. Stat. § 1-493 and the North Carolina Constitution, and no other adequate remedy at law is available or appropriate.

PARTIES

6. Plaintiff Ami Hill is a U.S. citizen and resident of the town of Kill Devil Hills in Dare County, North Carolina. She owns Muse Originals LLC, which she operates throughout Dare County, including in Kill Devil Hills.

7. Plaintiff Muse Originals LLC is a North Carolina limited liability company. Muse Originals owns and operates #Bus252, a mobile art gallery that sells the work of local Outer Banks artists and artisans. Muse Originals also operates Muse Markets, an outdoor art market showcasing the work of itinerant local artists and artisans.

8. Defendant Town of Kill Devil Hills ("Town" or "KDH") is a municipal corporation organized under the laws of North Carolina and located in Dare County.

9. Defendant Donna Elliott is the Zoning Administrator for the Town of Kill Devil Hills. The Zoning Administrator is responsible for determining whether to grant or deny a Charitable Special Event permit under Ch. 111, § 111 of the Kill Devil Hills Code of Ordinances. She is also responsible for forwarding Non-Charitable Special Event permit requests to the Board of Commissioners for Kill Devil Hills. Defendant Elliott is sued solely in her official capacity.

10. Defendant Meredith Guns is the Planning Director for the Town of Kill Devil Hills. The Planning Director oversees the issuance of all building and zoning permits in the town, including Special Events permits. The Planning Director makes recommendations to the Mayor and Board of Commissioners on whether to approve

or deny Non-Charitable Special Event permit applications. Defendant Guns is sued solely in her official capacity.

11. Defendant Board of Commissioners of the Town of Kill Devil Hills is part of the governing body for the town, responsible for drafting ordinances, reviewing itinerant vendor Special Event permits, and approving or denying such permits at its discretion. Kill Devil Hills Code of Ordinances, Ch. 111, § 111.21 (A). The Board lacks the authority to rule on the constitutionality of its ordinances.

FACTUAL ALLEGATIONS

An Entrepreneur Takes Her Show On the Road

12. In April 2017, Plaintiff Ami Hill decided to pursue a long-held dream of opening an art gallery showcasing local Outer Banks artists and artisans. She invited local artists and artisans to participate by allowing her to feature their works on consignment.

13. In December 2017, Ami leased and renovated commercial space on Beach Road in Kitty Hawk, North Carolina. In March 2018, she opened Muse Originals OBX, a gallery featuring the work of approximately 70 local artists and artisans, and she hired a local glassblower to work on-site.

14. The Muse Originals OBX gallery operated as a brick-and-mortar store until March 2020, when businesses were forced to close amid the COVID-19 pandemic. Additionally, on March 20, 2020, Outer Banks emergency management officials closed off all non-resident access to the area by shutting down the Virginia Dare Memorial Bridge and the William B. Umstead Bridge, two main routes into the

Outer Banks. These shutdowns meant that Ami could no longer rely on the income from Muse Originals OBX.

15. With no end to the shutdowns in sight and no source of income to pay her lease, Ami closed Muse Originals OBX at the end of May 2020. She then hit on the idea of starting a mobile art gallery. She purchased an old school bus and remodeled it from the inside out. She named her traveling art gallery “#Bus252.”

16. Plaintiff Muse Originals’ two-part business model is based on the concept of an artist’s market: first, #Bus252 displays on consignment the work of local artists and artisans, and Muse Originals takes a percentage of each sale.

17. Second, individual itinerant vendors set up tables or tents near #Bus252, where they display their artistic creations for sale. These itinerant vendors pay a fee to participate in the Muse Market, but they keep their profits.

18. Ami first executed her plan for a mobile art market in the town of Kitty Hawk, NC, since Muse Originals OBX gallery had been located there. Kitty Hawk town staff issued a permit and advised Ami on how to set up legally. Ami found a restaurant owner who allowed her to set up on his private property, and in June 2020, Muse Markets—featuring #Bus252 and other local artist vendors—was launched.

19. Ami discovered that she had to navigate a different permit process for each town in which she wished to operate. She also discovered that Kill Devil Hills’ ordinance is an outlier, denying her the fruits of her labor when operating her bus or market.

20. As set forth in the paragraphs below, the Kill Devil Hills Itinerant Vendor Ordinance, found in Ch. 111, § 111 of the Town's Code of Ordinances, prohibits Plaintiffs and all itinerant vendors from operating for profit, with very few, difficult-to-navigate, exceptions.

The Itinerant Vendor Ordinance

(Kill Devil Hills, NC Code of Ordinances, Ch. 111, § 111)

21. N.C. Gen. Stat. § 160A-178 authorizes cities and towns to "regulate, restrict or prohibit . . . the business activities of itinerant merchants . . ."

22. N.C.G.S. § 66-250(1) defines an itinerant merchant as "[a] person, other than a merchant with an established retail store in the county, who transports an inventory of goods to a building, vacant lot, or other location in a county and who, at that location, displays the goods for sale and sells the goods at retail or offers the goods for sale at retail."

23. Under the authority of N.C.G.S. § 160A-178, Defendants crafted and enforce a highly restrictive scheme under which itinerant merchants may operate. Kill Devil Hills, NC Code of Ordinances, Ch. 111, § 111.

24. Itinerant vendors are distinct from peddlers. § 111.01 of the Itinerant Vendor Ordinance defines an itinerant vendor as "[a]ny person utilizing any cart, table, equipment, tent, or other apparatus, which is stationary, designed and intended so as to not be a permanent fixture on a lot, and which a [sic] cart, table, tent, equipment or other apparatus is used for the retail sale, display, and/or accessory advertising of merchandise or food."

25. Plaintiffs fall within the definitions of "itinerant merchant" and "itinerant vendor." Similarly, the artists that set up displays as part of the Muse Market fall within the definitions of "itinerant merchant" and "itinerant vendor."

26. The Itinerant Vendor Ordinance prohibits all itinerant vendors from operating in Kill Devil Hills, even on private property, unless they are part of a "Special Event," for which a Special Event permit is required. Kill Devil Hills, NC Code of Ordinances, Ch. 111, § 111.03. There are two types of Special Events: Charitable and Non-Charitable.

Charitable Special Events Under the Itinerant Vendor Ordinance

27. Charitable Special Events are those in which the permittee(s) and vendors must donate 100% of their profits to a tax-exempt non-profit organization, as recognized by the United States Internal Revenue Code. KDH Code of Ordinances, Ch. 111, § 111.01.

28. Charitable Special Events may operate year-round, including during the town's busiest season between May 1 and September 30 (the High Season). *Id.*, § 111.05. However, to do so, *all participating permittees and itinerant vendors* must donate the entirety of their profits to a recognized charity. *Id.*

29. Itinerant vendors who do not donate 100% of their profits are restricted to selling at permitted Charitable Special Events only in the off-season, between October 1 and April 30. *Id.*, § 111.06

30. All permit holders for Charitable Special Events occurring between October 1 and April 30 are still required to donate 100% of their profits to a recognized charity, even though participating itinerant vendors are not, *Id.*, § 111.06.

31. This has two implications: First, Plaintiffs may never organize and operate the Muse Market for profit using a Charitable Special Events permit. The Muse Market may only operate if it donates 100% of the profits from organizing the art market to charity. Second, Plaintiffs may only operate #Bus252 for profit under a Charitable Special Events permit in the off-season, between October 1 and April 30.

Non-Charitable Special Events Under the Itinerant Vendor Ordinance

32. Non-Charitable Special Events are those specifically designed to give itinerant vendors and the event permit holder an opportunity to sell articles of merchandise for profit, *Id.*, §111.01.

33. By default, Non-Charitable Special Events are banned year-round in Kill Devil Hills. *Id.*, § 111.03(A). The Board of Commissioners, at its discretion, may approve an exemption and issue a Non-Charitable Special Event permit. *Id.*, §111.03(C).

34. Applications must be submitted at least four weeks in advance of the Board's monthly meeting prior to the proposed event. The Board votes on such requests during its open meetings.

35. Defendant Board of Commissioners acts at its complete discretion in deciding whether to grant or deny an exemption and issue a Non-Charitable Special Event permit. The Itinerant Vendor Ordinance lacks any standards, guidelines, or

factors to limit or guide the Board's discretion on whether to issue a Non-Charitable Special Event permit.

36. Unless and until the Board decides to grant a permit, applicants are prohibited from advertising, organizing, or coordinating a Special Event. *Id.*, § 111.08(A). A potential permit holder for a Non-Charitable Special Event must apply to and obtain approval from the Board for each time they seek to sell their wares and, in Plaintiffs' case, organize other itinerant vendors to sell their wares.

**Defendants Repeatedly Deny Muse Markets and #Bus252 Special Event
Permits During the High Season**

37. As organizer of the Muse Markets, Plaintiffs serve as permit holder for itinerant vendor Special Events. #Bus252 sells artists' works on consignment, while other itinerant vendors—local artists and artisans—sell their work at their own tables or tents alongside or nearby #Bus252.

38. In the summer of 2020, Kevin Cherry, the owner of a Kill Devil Hills restaurant called Mama Kwan's, invited Plaintiffs to set up #Bus252 and a Muse Market on an adjacent property, which he also owned, and which had been vacant for some time. Mr. Cherry wanted to give his customers a place to shop while they waited for a seat at the restaurant. Plaintiffs planned the event and posted it on Facebook. Thereafter, Defendant Elliott called Plaintiff Ami and told her she would not be issued a permit for the event because it was not allowed during the High Season. Elliott told Plaintiff Ami that if she set up the event, Elliott would send the police.

39. Plaintiffs have on several occasions applied to Defendant Zoning Administrator Elliott for a Charitable Special Event permit for #Bus252 and the Muse Market. The only times Elliott has granted permit requests were for events between October 1 and April 30, during the town's slowest season.

40. All of Plaintiffs' other Charitable Special Event Permit applications were denied on the ground that Plaintiffs and the Muse Market vendors would not donate the entirety of their profits to a charitable organization.

41. For example, in April 2021, Plaintiffs were invited by the Outer Banks Brewing Station, a Kill Devil Hills business, to organize a summer "Brew N Art" event, including #Bus252 and Muse Market vendors, on its private property. The event was to be held every Monday from June through September. Plaintiffs applied for a permit to hold the "Brew N Art" event.

42. On April 22, 2021, Defendant Planning Director Guns denied Plaintiffs' application on the grounds that, pursuant to the Itinerant Vendor Ordinance, itinerant vendors are prohibited within the Town of Kill Devil Hills during the High Season unless they operate as part of a Charitable Special Event in which all participating permit holders and vendors donate 100% of their profits.

43. On May 3, 2022, Plaintiffs applied for a Non-Charitable Special Event Permit to operate a Muse Market "pop-up art show" event for several dates during the summer of 2022.

44. On May 25, 2022, Defendant Board, on the advice of Defendant Guns, voted to deny Plaintiffs' Non-Charitable Special Event Permit request on several

grounds, including: 1) there was no “event” involved, although Plaintiffs specified on the application, and Defendants have in the past approved in the off-season, the very same Muse Market “pop-up art show”; 2) it would be “unfair” to brick-and-mortar stores who “need to thrive” in the summer months, and the presence of itinerant vendors would create “a conflict”; and 3) Non-Charitable Special Events are intended to be “good for the community,” and Plaintiffs’ pop-up art show featuring local artists and artisans did not satisfy that requirement.

45. Defendants’ denials of Plaintiffs’ Charitable and Non-Charitable Special Event permit applications have effectively prohibited them from enjoying the fruits of their own labor during the High Season in Kill Devil Hills.

Kill Devil Hills Sets Up Competing First Flight Market

46. At its April 2021 meeting, Defendant Board announced that it was exploring the idea of a regular town-sponsored artists market, which would ultimately become First Flight Market a few months later. The purpose of First Flight Market is to allow local artists and artisans—iterant vendors—to display and sell their works. In other words, First Flight Market competes with Muse Markets by providing a venue for local artists and artisans.

47. Pursuant to § 111.04(C) of the Itinerant Vendor Ordinance, town-sponsored events are exempt from the restrictions on itinerant vendors found within the Itinerant Vendor Ordinance.

48. Artists who sell at the First Flight Market fall within the definition of “itinerant vendors” under § 111.01 of the Itinerant Vendor Ordinance. However, these

itinerant vendors differ from itinerant vendors like #Bus252 and those participating in the Muse Market, in at least three ways. First, they need not obtain a Special Event Permit to operate. Second, they may operate year-round, including during the High Season. And third, these itinerant vendors get to keep the entirety of the fruits of their labor.

49. According to the First Flight Market page on Defendant Town's website, spaces are granted to itinerant vendors on a first-come, first-served basis. <https://www.kdhnc.com/908/First-Flight-Market>. Food trucks and other vendors are encouraged to apply. *Id.* Neither the town website nor the First Flight Market application indicates any space or other restrictions for vendors.

50. Since First Flight Market began operating in the summer of 2021, a representative of Defendant Town has approached some of the same artists featured at Plaintiffs' Muse Markets, encouraging them to instead sell at the First Flight Market. The Muse Market and the new First Flight Market directly compete for the same vendors and customers.

51. No one from Defendant Town has invited #Bus252 to operate at a First Flight Market. Thus, on March 21, 2022, Plaintiff applied to set-up #Bus252 at the First Flight Market scheduled for the summer of 2022.

52. On March 23, 2022, Plaintiffs' application was rejected on the grounds that vendors would only be afforded a 10' x 10' space, and therefore the Town could not accommodate #Bus252. Yet the First Flight Market has invited and permitted

mobile food trucks at least the same size as, if not bigger than, #Bus252 to sell at the First Flight Market.

53. By enforcing the challenged ordinance, Defendants are depriving Plaintiffs of the fruits of their labor, in violation of the North Carolina Constitution. The Itinerant Vendor Ordinance completely strips them of the ability to operate their art market for profit unless they manage to surmount the uncabined exemption process. The Ordinance also deprives Plaintiffs of the ability to operate #Bus252 for profit outside of the off-season, unless the Board, in its unfettered discretion, grants them a permit.

54. Finally, by classifying and discriminating against vendors based on what they do with the fruits of their labor, whether they sell from brick-and-mortar stores, and whether they have been allowed to sell at the town's First Flight Market, the Itinerant Vendor Ordinance deprives Plaintiffs of equal protection of the laws, in violation of the North Carolina Constitution.

CAUSES OF ACTION

Count I: Fruits of Their Own Labor, Law of the Land

N.C. Const. art. I, §§ 1, 19

(Special Event Permit Scheme: On Its Face and As Applied)

55. Plaintiffs repeat and incorporate by reference all preceding paragraphs.

56. The North Carolina Constitution enshrines the right to earn a living in the Fruits of Their Own Labor provision, N.C. Const. art. I, § 1, which states that: "We hold it to be self-evident that all persons are created equal; that they are endowed

by their Creator with certain inalienable rights; that among these are life, liberty, the enjoyment of the fruits of their own labor, and the pursuit of happiness.”

57. The Law of the Land provision of the North Carolina Constitution guarantees that “[n]o person shall be taken, imprisoned, or disseized of his freehold, liberties, or privileges, or outlawed, or exiled, or in any manner deprived of his life, liberty, or property, but by the law of the land.” N.C. Const. art. I, § 19.

58. The right to earn a living in an ordinary occupation and to enjoy the fruits of one’s own labor is a fundamental right under North Carolina law.

59. The Law of the Land provision ensures that no person may be deprived of a fundamental right unless the restriction is narrowly tailored to serve a compelling government interest.

60. The Itinerant Vendor Ordinance serves no compelling government interest in the health, safety, welfare, peace, or morals of the community.

61. The effect, if not the purpose, of the Itinerant Vendor Ordinance is to prohibit legitimate businesses, specifically itinerant vendors, from enjoying the fruits of their labor during the High Season, while protecting existing brick-and-mortar stores and the First Flight Market from competition. Economic protectionism is not a compelling government interest.

62. Even if the Itinerant Vendor Ordinance were intended to serve a compelling government interest, it fails to do so in a constitutionally appropriate way.

63. Most businesses in Kill Devil Hills make their biggest profits during the High Season due to the increased number of tourists and activities in the area.

64. On its face, the Itinerant Vendor Ordinance creates a scheme under which itinerant vendors are permitted to operate in the High Season only if they agree to forego the fruits of their labor.

65. The only other option, a Non-Charitable Special Event permit, lies within the unfettered discretion of the Board, unaided by any written standards or guidance in the Itinerant Vendor Ordinance.

66. Moreover, while itinerant vendors operating in the off-season under a Charitable Special Event permit can keep their profits, they must rely on a benevolent permit holder who is willing to organize the event and give up *their* profits. This requirement that the permit holder donate all profits to charity serves no legitimate government purpose and serves to inhibit organizers of itinerant vendors from creating events at which itinerant vendors can operate.

67. There is no rational, real, or substantial relationship between any legitimate government purpose and conditioning the right to operate during the High Season on how one plans to use the fruits of their labor.

68. There is no rational, real, or substantial relationship between any legitimate government interest and subjecting itinerant vendors to an unduly burdensome and arbitrary Special Events permit process.

69. The Itinerant Vendor Ordinance, as applied to Plaintiffs, denies them the fruits of their own labor.

70. Under the Itinerant Vendor Ordinance, Plaintiffs only have two permissible routes to operating during the High Season: 1) a Non-Charitable Special

Event permit or 2) a Charitable Special Event permit, which would require them to donate the entirety of their profits to a charity. Defendants have denied access to both routes.

71. Defendants Guns and the Board have exercised their unfettered discretion in denying Plaintiffs' request for a Non-Charitable Special Event permit. In so doing, Defendants have denied Plaintiffs the right to the fruits of their labor.

72. While in theory Plaintiffs could sell their wares on #Bus252 at the town-sponsored First Flight Market this summer, in fact, Defendants have rejected Plaintiffs' application to do so.

73. Fundamental rights cannot be subject to arbitrary whims such as those baked into the Itinerant Vendor Ordinance and its enforcement.

74. There is no rational, real, or substantial relationship between any legitimate government purpose and conditioning Plaintiffs' right to operate during the High Season on how they plan to use the fruits of their labor.

75. There is no rational, real, or substantial relationship between any legitimate government interest and subjecting Plaintiffs to an unduly burdensome and arbitrary Special Events permit process.

76. Defendants strictly enforce the Itinerant Vendor Ordinance.

77. A violation of a city ordinance is a Class 3 misdemeanor, punishable by a fine of up to \$50. N.C. Gen. Stat. §14-4. *See also* N.C. Gen. Stat. 160A-175.

78. Unless Defendants are enjoined from enforcing the Itinerant Vendor Ordinance, Plaintiffs will suffer continuing harm.

Count II: Equal Protection

N.C. Const. art. I, § 19

(Special Event Permit Scheme: As Applied and On Its Face)

79. Plaintiffs repeat and incorporate paragraphs 1-78

80. Article I, section 19 of the North Carolina Constitution guarantees all persons in this state equal protection of the laws.

81. A law violates the equal protection provision when persons who are engaged in the same business are arbitrarily subject to different restrictions or given different privileges.

82. The regulation of a business or occupation must be based on some distinguishing feature of the business itself, which, if unregulated, will produce substantial injury to the public peace, health, or welfare.

83. The Itinerant Vendor Ordinance arbitrarily classifies and discriminates against itinerant vendors like Plaintiffs based on whether they are willing to surrender the entirety of their business profits in the High Season in exchange for the right to operate year-round. Classifying vendors based on what they do with the fruits of their labor lacks any rational basis in health, safety, welfare, peace, or morals of the community.

84. The Itinerant Vendor Ordinance arbitrarily classifies and discriminates against itinerant vendors like Plaintiffs, who sell art and other goods on private property with the express consent of the property owners.

85. Brick-and-mortar stores also sell goods on private property, but they are not subject to the same restrictions imposed by the Itinerant Vendor Ordinance.

86. For example, brick-and-mortar stores are not required to obtain a Special Event permit to operate.

87. Nor are brick-and-mortar stores required to donate their High Season proceeds in exchange for the right to sell during that time.

88. As a condition of operation, brick-and-mortar stores need not rely on someone to organize an "event" that the Board deems "for the good of the community."

89. Indeed, brick-and-mortar stores need not seek special permission from Defendants each time they wish to operate.

90. The Itinerant Vendor Ordinance also arbitrarily classifies and discriminates against itinerant vendors like Plaintiffs, who do not sell art and other goods at the town-sponsored First Flight Market.

91. Unlike Plaintiffs, First Flight Market itinerant vendors: 1) may operate year-round; 2) are not required to obtain a Special Event permit in order to operate; and 3) are not required to donate their profits during High Season.

92. The sole effect, if not the purpose, of the Special Event permit scheme is to protect brick-and-mortar stores and First Flight Market vendors from competition. Economic protectionism is not a legitimate government interest.

93. There is no rational, real, or substantial relationship between any legitimate government interest and classifying itinerant vendors based on how they use their profits. By the very definition found in § 111.01 of the Itinerant Vendor

Ordinance, all itinerant vendors are engaging in the same activity. The Itinerant Vendor Ordinance doles out operating privileges based solely on what a particular itinerant vendor intends to do with the fruits of their labor.

94. Moreover, there is no rational, real, or substantial relationship between any legitimate government interest and treating itinerant vendors like Plaintiffs and brick-and-mortar sellers of the same goods differently.

95. Nor is there a rational, real, or substantial relationship between any legitimate government interest and treating itinerant vendors like Plaintiffs and itinerant vendors at the town-sponsored First Flight Market differently.

96. Defendants strictly enforce the Itinerant Vendor Ordinance.

97. A violation of a city ordinance is a Class 3 misdemeanor, punishable by a fine of up to \$50. N.C. Gen. Stat. §14-4. *See also* N.C. Gen. Stat. 160A-175.

98. Unless Defendants are enjoined from enforcing the Itinerant Vendor Ordinance, Plaintiffs will suffer continuing harm.

PRAYER FOR RELIEF

WHEREFORE, Plaintiffs respectfully request relief as follows:

A. A declaratory judgment that the Itinerant Vendor Ordinance, both on its face and as applied, violates the Fruits of Their Own Labor clause of Article I, Section 1, protected by the Law of the Land clause in Article I, Section 19, of the North Carolina Constitution;

B. A declaratory judgment that the Itinerant Vendor Ordinance, both on its face and as applied, violates the equal protection clause of Article I, Section 19, of the North Carolina Constitution;

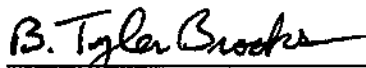
C. A permanent injunction enjoining Defendants and their officers, employees, and agents from enforcing the Itinerant Vendor Ordinance;

D. An award of the costs reasonably incurred by plaintiffs in pursuing this action; and

E. All further legal and equitable relief as the court may deem just and proper.

Respectfully submitted this 7th day of June, 2022.

Respectfully submitted,



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**Pro hac vice applications pending*

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