

UNITED STATES DISTRICT COURT
DISTRICT OF MINNESOTA

BRYAN CONWELL,

Plaintiff,

v.

CITY OF BENSON, MINNESOTA; CHERIE
STIELOW, in her official capacity as Benson
City Council Member; IAN HODGE, in his
official capacity as Benson Chief of Police;
MATTHEW SKARET, in his official capacity as
Benson City Manager,

Defendants.

**VERIFIED COMPLAINT FOR
DECLARATORY AND INJUNCTIVE
RELIEF**

INTRODUCTION

1. Bryan Conwell stood on public property, held a constitutionally protected sign, and did not speak to anyone who did not speak to him first. For that, the City of Benson cited him for a crime under its policies and customs. In doing so, the City violated the Constitution.

2. Mr. Conwell is an open-air preacher and abortion abolitionist who believes the Christian Gospel alone can change the hearts of men and is the power of God for salvation. His method of evangelism is among the oldest and most peaceable known to a free society. He stands in a public place, holds a sign bearing his convictions, and waits, speaking only with those who choose to approach him. He blocks no one, threatens no one, and sells nothing. He asks only to be left alone to speak.

3. But the City of Benson would not leave him alone. When Mr. Conwell stood at the City's Railroad Parking Lot during the Benson Farmers' Market, an event that is free and open to the public, a City Council member demanded that he pay a fee and register as a commercial vendor because the City purportedly gave the Market exclusive use of the property. When Mr. Conwell declined, explaining that he was not selling anything and would not pay for the right to speak, the City sent its police, who cited him for trespass. When Mr. Conwell returned to the Market the next week, the police cited him again.

4. Separately, when Mr. Conwell has sought to use a sound amplifier elsewhere in the City, the City has told him he needs a permit, but it admits that it does not have a permitting process in place.

5. This case is about the price a local government may put on the freedom of speech, in dollars, in permits, and in the unbridled discretion of officials to decide who may be heard. Under the First Amendment, the answer to each of these questions is "none." The right to stand peacefully on public property and speak one's conscience does not depend on paying a fee, joining a vendor list, or securing the permission of an official with unbounded discretion. Nor may cities exclude speakers from events that are free and open to the public simply because they do not want to listen.

6. These rights belong to us all. They protect every citizen who carries a sign to a public square—even if the speech is unpopular or offensive—and they forbid the government from silencing speakers simply because an official—or a crowd—would prefer quiet.

7. Mr. Conwell brings this action under 42 U.S.C. § 1983 to vindicate his rights, and the rights of all who would peacefully speak in the City of Benson, under the First and Fourteenth Amendments to the United States Constitution.

JURISDICTION AND VENUE

8. This action arises under the First and Fourteenth Amendments to the United States Constitution, 42 U.S.C. § 1983, and 28 U.S.C. §§ 2201 and 2202.

9. This Court has subject-matter jurisdiction under 28 U.S.C. §§ 1331 and 1343.

10. Venue is proper in this judicial district under 28 U.S.C. § 1391(b)(1)–(2) because Defendants reside in this district and a substantial part of the events giving rise to Mr. Conwell’s claims have occurred, are occurring, and will occur within this judicial district.

THE PARTIES

11. Plaintiff Bryan Conwell is a resident of Swift County, Minnesota. Mr. Conwell is the Founder of Equal Protection Minnesota, a non-profit ministry dedicated to the gospel of Jesus Christ and the abolition of abortion in Minnesota.

12. Defendant City of Benson, MN is a municipal corporation organized under the laws of the State of Minnesota and located in Swift County. The City owns and controls the real property on which the Benson Farmers’ Market operates; issues or authorizes any permit, license, or other similar grant of use under which the Farmers’ Market operates; enacts and enforces the ordinances of the City of Benson, including Benson City Code § 93.18; and employs the officers of the Benson Police Department. The Benson City Council is a policymaker for the City. *See* Benson City Code § 2.01.

13. Defendant Cherie Stielow is a member of the Benson City Council. She was elected in April 2025. Ms. Stielow also operates and manages the Benson Farmers' Market, which is held on City-owned property pursuant to authorization from the City. In that role, Ms. Stielow exercises control over access to City property used for the Market and the terms on which members of the public may be present there. At all relevant times, Ms. Stielow acted under color of state law. She is sued in her official capacity only.

14. Defendant Ian Hodge is the Chief of Police of the Benson Police Department. Chief Hodge is responsible for the Benson Police Department, including its enforcement of the trespass laws and of Benson City Code § 93.18 against persons engaged in expressive activity. On July 9, 2026, Chief Hodge was personally present at the Benson Farmers' Market and spoke with Mr. Conwell during the encounter that resulted in Mr. Conwell's citation for trespass. At all relevant times, Chief Hodge acted under color of state law. He is sued in his official capacity only.

15. Defendant Matthew Skaret is the City Manager of the City of Benson. As the City's chief administrative officer, Mr. Skaret is responsible for the administration of the City's functions, including the implementation of any permitting process under Benson City Code § 93.18. *See* Benson City Code § 6.01. The City of Benson maintains no established process, and has designated no official by ordinance, for the issuance of amplification permits under § 93.18(C)(1). At all relevant times, Mr. Skaret acted under color of state law. He is sued in his official capacity only.

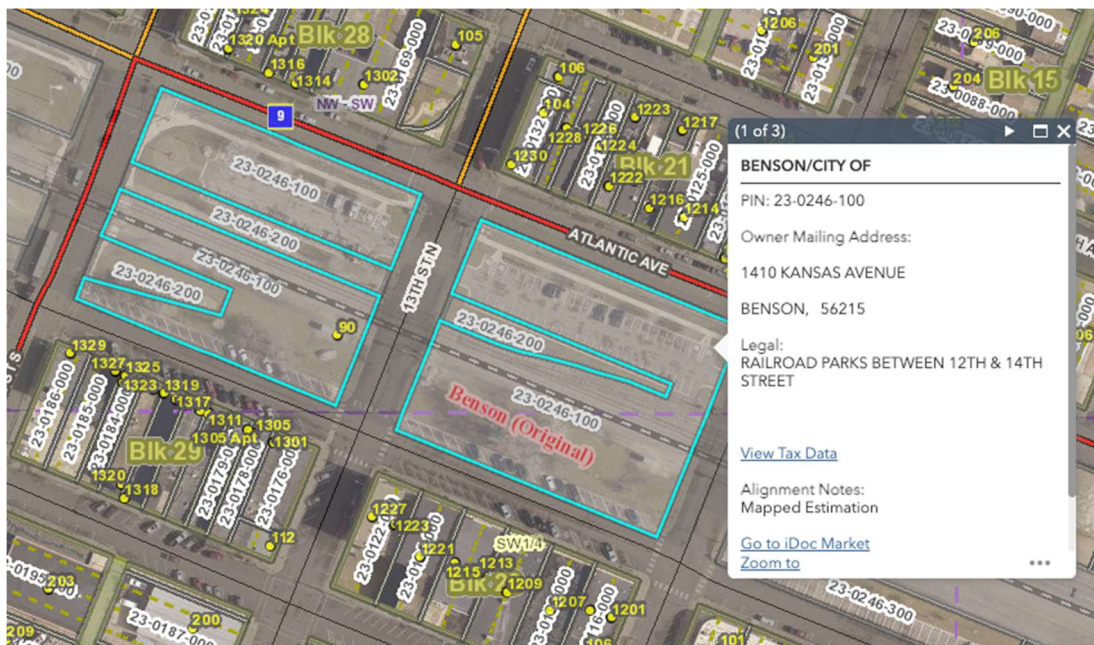
FACTUAL ALLEGATIONS

I. The Railroad Parking Lot and the City of Benson's Farmers' Market

16. The Benson Farmers' Market is held on real property commonly referred to as the "Railroad Parking Lot" located in downtown Benson. The Railroad Parking Lot is bounded generally by Atlantic Avenue to the north, Pacific Avenue to the south, and 13th Street and 14th Street to the east and west.

17. The Railroad Parking Lot is owned and managed by the City of Benson. It is identified in the records of Swift County as Parcel Identification No. 23-0246-100, bearing the legal description "Railroad Parks between 12th & 14th Street," and is classified in the County's records as exempt municipal property owned by the City of Benson. Exhibit A.

18. An aerial image of the Railroad Parking Lot from Swift County's GIS map (<https://www.gismidwest.com/maps/swiftpublic/>) is set forth below:



19. The areas within the blue lines are the Railroad Parking Lot. Surrounding the Railroad Parking Lot are grassy and landscaped areas and public sidewalks abutting the surrounding streets.

20. The City of Benson authorizes the use of the Railroad Parking Lot for the Farmers' Market.

21. Ms. Stielow operates and manages the Farmers' Market. In doing so, Ms. Stielow exercises control over the Railroad Parking Lot and over the terms on which members of the public may be present at the Farmers' Market. In addition, Ms. Stielow sells goods at the Farmers' Market.

22. There is no fee to enter the Farmers' Market. Members of the public may freely enter, walk through, and remain on the property while the Farmers' Market is ongoing.

23. Vendors who wish to sell goods at the Farmers' Market must pay a fee. The fee is currently \$20. Upon payment, vendors may set up their sales area at the west end of the East Railroad Parking Lot during the Farmers' Market.

24. The Farmers' Market operates on a recurring basis. In 2026, it is held from 3:30 p.m. to 5:30 p.m. every Thursday from July through October. The Farmers' Market has operated on the same or substantially similar schedule for at least 8 years.

25. The Railroad Parking Lot has long been open to and used by the public for parking, walking, gathering, and other customary public activities. In addition to serving as the location of the Farmers' Market, the Railroad Parking Lot is also the location of other events organized and hosted by the City of Benson, such as "Kid Day," the "Community Walk and Bike Audit," and the "Stuff the Ambulance Toy Drive."

26. The Railroad Parking Lot abuts public sidewalks along Atlantic Avenue, Pacific Avenue, and the surrounding streets, which are ordinary sidewalks also open to the public and traditionally used for pedestrian traffic and expressive activity.

27. The City of Benson has not enacted or posted any ordinance, rule, or policy restricting expressive activity, holding signs, or engaging in speech at the Railroad Parking Lot or at the Farmers' Market.

II. Bryan Conwell's Free Speech Activity

28. Mr. Conwell is a Christian. He holds sincere religious beliefs, including the belief that he is called to publicly proclaim his faith and to advocate for the protection of preborn human life.

29. Mr. Conwell is an abortion abolitionist. Abolitionism, as Mr. Conwell understands and practices it, holds as a matter of religious conviction that human life begins at conception and that the preborn are entitled to the same legal protection as any other person. Abolitionists are distinct from the mainstream pro-life movement in that they call for the immediate and complete end of abortion. Mr. Conwell's advocacy reflects this conviction.

30. Mr. Conwell's religious exercise and expression include open-air preaching, displaying signs bearing religious and abolitionist messages, distributing literature, and speaking with members of the public in public places. He has engaged in this expressive activity in Minnesota and elsewhere.

31. Mr. Conwell conducts this activity through, and as part of, a religious ministry known as Equal Protection Minnesota, which is dedicated to Christian gospel-preaching and to advocacy for the legal protection of preborn human life.

32. The messages Mr. Conwell communicates, including his opposition to abortion and his religious message, are expression protected by the First Amendment to the United States Constitution.

33. Mr. Conwell engages in his expressive activity peacefully.

34. Broadly speaking, Mr. Conwell typically engages in two types of expressive activity. First, Mr. Conwell sometimes chooses to express his message by standing in a fixed location while holding a sign and waiting for members of the public to approach him to discuss the sign. In these discussions, Mr. Conwell maintains an even tone of voice and engages respectfully with members of the public.

35. Second, Mr. Conwell sometimes uses an amplification system to preach the Gospel. When using an amplifier, Mr. Conwell maintains an even tone of voice and speaks passionately but respectfully. He does not use the amplifier to drown out other amplification being used or to harass or disturb anyone.

36. Mr. Conwell generally does not begin speaking until he has engagement from a member of the public, particularly when he is not using his amplifier. He speaks with individuals when they choose to engage him, and he does not follow, physically approach, or obstruct persons who do not wish to speak with him.

37. When communicating his message to members of the public, Mr. Conwell does not raise his voice, use threatening or abusive language, or engage in any disorderly, obstructive, or unlawful conduct.

38. Mr. Conwell's purpose in engaging in this activity is to communicate his religious and moral convictions to members of the public and to persuade others peacefully.

39. Mr. Conwell engages in expressive activity in Minnesota cities, including Benson, Willmar, and Alexandria. His goal is to reach more people with his message.

III. Benson City Code § 93.18 and Its Restrictions on Amplified Expression

40. The City of Benson regulates sound within the City through Benson City Code § 93.18, titled "Public Nuisances Caused by Sound" (the "Sound Ordinance"). Exhibit B. The Sound Ordinance was adopted by Ordinance 1106.01 (2001) and amended by Ordinance 1124.07 (2007) and Ordinance 1143.14 (2014).

41. The Sound Ordinance sets forth a general prohibition on certain noise and enumerates specific "[u]nlawful acts" declared to be public nuisances. § 93.18(A)–(B).

42. Among the enumerated unlawful acts, the Sound Ordinance prohibits "[t]he play, use or operation of any radio, stereo, tape player, disc player, musical instrument, phonograph, loud speaker, sound amplifier or any other machine or device used for the production or amplification of sound in such a manner as to be audible at a distance of 50 feet from said machine or device." § 93.18(B)(2).

43. The Sound Ordinance applies to sound "whether produced on public or private property and whether indoors or outdoors or in a motor vehicle." § 93.18(D).

44. The Sound Ordinance exempts certain amplified sound from its prohibitions. It provides that the prohibition “shall not apply to sound produced by . . . [a]mplifying equipment used in connection with an activity sponsored by Benson Public Schools or by the city or for which a permit has been granted by the city provided that such use is consistent with the provisions of such permit.” § 93.18(C)(1).

45. Under the Sound Ordinance, a private speaker who is not affiliated with a City- or school-sponsored activity may use amplifying equipment audible beyond 50 feet only if “a permit has been granted by the city.” § 93.18(C)(1).

46. The Sound Ordinance does not set forth any standards, criteria, or considerations governing whether the City must grant or may deny a permit to use amplifying equipment.

47. The Sound Ordinance does not specify any procedure for applying for such a permit, any deadline within which the City must decide a permit application, or any limits on the grounds upon which the City may grant or deny a permit.

48. The Sound Ordinance does not provide for any administrative or other review of a decision to deny a permit.

49. As a result, the decision whether to permit a private speaker to use amplification audible beyond 50 feet rests within the unbridled discretion of the City of Benson.

50. The City of Benson has permitted, and continues to permit, amplified sound in connection with City-sponsored and school-sponsored activities, including sporting events, City parades, the Kids’ Day Carnival, and the Farmers’ Market, while denying Mr. Conwell permission to use amplification in connection with his religious and expressive activity.

IV. The City of Benson Infringes Mr. Conwell's Speech in 2023 and 2026

A. The July 27, 2023, Incident

51. Mr. Conwell went to the Farmers' Market on or about July 27, 2023. After arriving, he stood in the grassy area that ran along the East Railroad Parking Lot and used a sound amplifier to express his views.

52. Approximately 30 minutes to an hour after Mr. Conwell began speaking over the sound amplifier, Chief Hodge approached Mr. Conwell and told him he was not allowed to use amplification because his amplified sound was audible at a distance of 50 feet in violation of § 93.18(B)(2). Chief Hodge also informed Mr. Conwell that he would need a permit to use his sound amplification. In response, Mr. Conwell stopped speaking because his voice could no longer be projected for passersby to hear.

B. Mr. Conwell's First Attempt to Obtain an Amplification Permit

53. On August 9, 2023, Mr. Conwell visited City Hall to inquire about the possibility of obtaining a permit to use his amplifier at the Farmers' Market the next day.

54. Mr. Conwell spoke to the City Clerk, Val Alsaker, who told Mr. Conwell that the City Manager was not in the office. Mr. Conwell decided to leave and follow up on the permit later.

C. The August 10, 2023, Incident at the Benson Farmers' Market

55. Mr. Conwell, along with a friend, attended the Farmers' Market on August 10, 2023 to spread the Gospel and his abolitionist messaging.

56. Mr. Conwell brought his amplifier—a small 10W belt-mounted amp—and walked the perimeter of the Farmers' Market with his friend preaching the Gospel.

57. Ms. Stielow, who was not yet a City Council member at the time, and another vendor from the market, soon approached Mr. Conwell and his friend.

58. Ms. Stielow identified herself as the organizer of the Farmers' Market and, while handing Mr. Conwell a Vendor Application Form, informed him that he was required to fill out the form and pay a fee to express his message and display his sign. Mr. Conwell attempted to explain that he was not selling anything and was only there to preach the Gospel and convey his message regarding abortion, but Ms. Stielow insisted the form and fee were nonetheless required.

59. After Mr. Conwell made clear he would not be signing the form and paying the fee, Ms. Stielow and the other vendor asked Mr. Conwell to leave. Mr. Conwell declined to do so.

60. Once Mr. Conwell made clear he would not be leaving, Ms. Stielow and the vendor began to argue with Mr. Conwell about why he felt the need to express his message at the Farmers' Market. Ms. Stielow and the vendor believed it was inappropriate for Mr. Conwell to express his views at the Market, and when Mr. Conwell disagreed, Ms. Stielow asked, "How many abortions happen in Swift County?" Mr. Conwell's friend tried to explain that they chose the Farmers' Market because "it's a place where a lot of people gather" so their message could be more widely heard. The vendor retorted that "it's the presentation that we don't appreciate and that what some of our customers don't appreciate."

61. Mr. Conwell attempted to move the discussion back to his purpose for being at the Farmers' Market—spreading the Gospel and protecting the preborn—at which point

Ms. Stielow and the other vendor walked away from Mr. Conwell.

62. The picture below reflects where Mr. Conwell was standing in the grassy area on the west side entrance to the Farmers' Market as he continued to preach and advocate:



63. After his exchange, however, another vendor got into the white SUV depicted above and moved it back several feet so that Mr. Conwell could not be seen by those at the Farmers' Market. The car was reparked as depicted in the picture below:



64. Mr. Conwell did not see this vehicle being used as a vendor stand or for any other purpose besides the apparent purpose to block his speech from being heard by Farmers' Market vendors and attendees.

65. A video depicting the events as described in paragraphs 57 – 64 above is attached herein as Exhibit C and also available at the following link: <https://bit.ly/4yvMeJV>.

66. Mr. Conwell repositioned himself along another portion of grass that bordered the Railroad Parking Lot on the south side between the lot and the railroad tracks and then, a short while later, relocated to the public sidewalk between Railroad Parking Lot and Atlantic Avenue.

67. Approximately 30 minutes after Mr. Conwell relocated, Officer Noah Marrs (#111) of the Benson Police Department approached him. While pointing to Mr. Conwell's belted amplifier, Officer Marrs stated, "You can't use that." Mr. Conwell insisted he could and told Mr. Marrs the ordinance only prohibits amplification past 50 feet. Officer Marrs responded that he was across the intersection, which was over 50 feet away, and could hear Mr. Conwell, which meant he was "already in violation." Officer Marrs stated he would not ticket Mr. Conwell and told him that he could not use his amplifier.

68. Mr. Conwell showed Officer Marrs the smaller amplifier he had purchased and explained it helped him to not have to yell. Officer Marrs said Mr. Conwell could yell if he wanted to so long as he was not being "disorderly," but he could not use an amplifier. Mr. Conwell explained that he preferred the amplifier because he felt it inappropriate to yell while trying to preach the Gospel to people. Officer Marrs expressed understanding but stated, "All I can do is enforce what the city ordinance is."

69. Mr. Conwell thereafter turned off his amplifier as directed by Officer Marrs.

70. A video depicting the events as described in paragraphs 67 – 69 above is attached herein as Exhibit D and also available at the following link: <https://bit.ly/4b7jtt8>.

71. Mr. Conwell returned to the Farmers' Market on September 7, 2023, and ultimately filled out the vendor form and paid the \$20 fee. At the time, Mr. Conwell was unaware of what his rights were and was simply trying to ensure that he could convey his message.

72. Because he filled out the vendor form and paid the \$20 fee, Mr. Conwell was allowed to speak at the Farmers' Market, which he did in September and October of 2023. On those dates, he stood inside a tent and attempted to express his religious and moral views.

D. Mr. Conwell's Second Attempt to Obtain an Amplification Permit

73. On October 12, 2023, Mr. Conwell went to Benson City Hall to obtain a permit to use his sound amplifier in areas within Benson. Mr. Conwell spoke to the City Manager, who was then Kyle Harris, and Ms. Alsaker, the City Clerk. Ms. Alsaker informed Mr. Conwell that she was not aware of the permit process for amplifiers.

74. Mr. Conwell asked why an individual seemed to have no ability to use amplification while, at the same time, the ordinance exempted public schools and the City from the Sound Ordinance.

75. Ms. Alsaker responded by saying she would take Mr. Conwell's information and discuss the matter with the City's attorneys.

E. Mr. Conwell's Third Attempt to Obtain an Amplification Permit

76. On October 17, 2023, Mr. Conwell visited City Hall again to obtain a permit to use his amplifier.

77. The City staff member at the front desk told Mr. Conwell that the City Clerk was the one who handles that and that she knew Ms. Alsaker had been working on it. She also told Mr. Conwell that neither Ms. Alsaker nor Mr. Harris were available and that he would have to leave his information so that they could get back to him.

78. Mr. Conwell asked the staff member to relay that this permitting issue should take precedence over other City issues given the impact it was having on his First Amendment rights.

F. Mr. Conwell's Fourth Attempt to Obtain an Amplification Permit

79. On October 24, 2023, Mr. Conwell, not having heard from the City regarding his request for an amplification permit, returned to City Hall. There he encountered Mr. Harris and asked if he had a chance to speak to the City Attorney. Mr. Harris responded that he had spoken to the City Attorney and the Police Chief and they stated they would not be able to provide a permit for an amplifier.

G. Mr. Conwell Relocates His Speech Outside of Benson and Returns

80. Because of his experience in Benson, Mr. Conwell devoted his efforts to speaking in Alexandria in 2024 and Willmar in 2025.

81. In 2026, Mr. Conwell returned to Benson to preach the Gospel and his abolitionist message.

H. The May 2026 Incident

82. Upon his return to Benson, Mr. Conwell attempted again to use his sound amplifier (a Roland CUBE Street EX) at locations within Benson other than the Farmers' Market while staying within the 50 feet limitation.

83. In or around May 2026, Mr. Conwell went to the corner of Atlantic Avenue and 13th Street, across the street from the East Railroad Parking Lot, and set up a tent and his sound amplifier in the grass near the corner of the intersection and began to preach the Gospel. The picture below depicts the grassy area where Mr. Conwell was located:



84. Neither the Farmers' Market nor any other event was going on at the time.

85. Officer Marrs arrived less than one hour later and approached Mr. Conwell. Officer Marrs told Mr. Conwell that both his tent and amplifier required a permit and that he had to shut both down. Mr. Conwell agreed to take down his tent but respectfully told Officer Marrs that he would not turn off his amplifier.

86. Officer Marrs informed Mr. Conwell that the matter would be referred to the City Attorney and then left.

87. Since this incident, Mr. Conwell has not yet received any additional information regarding this alleged referral to the City Attorney.

I. The July 9, 2026, Incident at the Farmers' Market

88. On July 9, 2026, Mr. Conwell went to the Farmers' Market to engage in his religious and expressive activity. He arrived at approximately 3:30 p.m.

89. Mr. Conwell positioned himself in the parking lot area within the Market, near where members of the public entered the area in which vendors were set up. He stood in a fixed location and held a sign protesting abortion.

90. In the image below, vendor stalls were located approximately in the areas highlighted in green and Mr. Conwell stood approximately at the red "X":



91. Mr. Conwell's sign stated: "Rape and abortion are wrong for the same reason. They are both violent acts of aggression upon other people's bodies."

92. The following picture accurately reflects where Mr. Conwell stood and what his sign looked like:



93. Mr. Conwell did not wish to sell any goods or services. He was present to communicate his religious and moral message.

94. Mr. Conwell did not use amplification. He stood peacefully, did not obstruct the entrance, vendor stalls, or the flow of pedestrians, and did not approach or speak to any person who did not first speak to him.

95. Soon after Mr. Conwell arrived at the Farmers' Market, Ms. Stielow approached him. Ms. Stielow handed Mr. Conwell a vendor form and told him that he was required to complete the form and pay \$20.00 to stand at that location with his sign because the Farmers' Market had "exclusive use" of the area.



96. Ms. Stielow's interactions with Mr. Conwell were captured on video¹ with limited audio. That video is attached as Exhibit E and also available at the following link: <https://bit.ly/3R21Fc8>

97. Mr. Conwell declined to fill out the form and pay the fee. He explained that he was not selling anything and would not pay a fee to hold a sign and speak with members of the public.

98. Ms. Stielow did not offer Mr. Conwell any alternative location at which he could engage in his expressive activity without paying the fee or registering as a vendor.

99. Ms. Stielow's demand that Mr. Conwell pay a fee and register as a vendor was made as a condition of his engaging in non-commercial expressive activity.

100. Faced with Mr. Conwell's refusal to fill out the form or pay a fee, Ms. Stielow returned to her vendor booth.

¹ Several videos depicting the events on July 9, 2026 and July 16, 2026—Exhibits E, G, H, J, L, M, N, and O—show members of the public, including children, walking in the background. The videos have been edited to blur the background traffic to attempt protect the privacy interests of those uninvolved in this suit but can be made available to the Court and Defendants upon request.

101. Shortly thereafter, Benson Chief of Police Ian Hodge and Officer B. DeHaan approached Mr. Conwell. The officers told Mr. Conwell that they knew he was speaking—and not selling—but that he had to leave because the Farmers’ Market had a permit for exclusive use of the area. Mr. Conwell responded that there was no controlled access into the Farmers’ Market and it was open to everyone. He also explained that the mere fact that Ms. Stielow held a permit did not deprive him of the First Amendment right to stand on public property with his sign and speak to members of the public that approached him. The officers stated they did not agree and that Mr. Conwell needed to leave the premises. Mr. Conwell then asked, “What’s going to happen if I don’t leave?” and Chief Hodge responded, “I’m not going to be baited into saying I would arrest you” and stated he would issue Mr. Conwell a citation instead. Mr. Conwell then informed the officers that he would not be leaving.

102. Officer DeHaan issued Mr. Conwell a citation for trespass under Minn. Stat. § 609.605, subd. 1(b)(3), Citation No. 76 02 2026000161, identifying the offense as “Trespass – refuse to leave.” A true and correct copy of the citation is attached as Exhibit F.

103. On information and belief, Ms. Stielow called the police to complain about Mr. Conwell’s presence at the Farmers’ Market. Ms. Stielow was unhappy with Mr. Conwell for refusing to fill out her form and quickly returned to her vendor booth, and the police arrived approximately ten minutes later. She can be seen in Mr. Conwell’s video footage on her cell phone minutes after her interaction with Mr. Conwell.

104. After receiving the citation, Mr. Conwell asked the officers what would happen if he came back the following Thursday (July 16, 2026) and engaged in the same activity. Chief Hodge responded that they would let the courts figure that out.

105. Neither Chief Hodge nor Officer DeHaan offered an alternative location within the Farmers' Market where Mr. Conwell could stand with his sign and speak with passersby.

106. At no time did Chief Hodge, Officer DeHaan, or Ms. Stielow suggest that Mr. Conwell's presence at the Market—as he stood alone, unamplified, stationary, and nonobstructive—was disruptive in any way, nor was it.

107. Mr. Conwell remained at the Farmers' Market until approximately 5:00 p.m.

108. Videos partially capturing this event can be found at Exhibit G (also available at: <https://bit.ly/4pvOtc9>) and Exhibit H (also available at: <https://bit.ly/4wXQh0c>). None of the videos include Mr. Conwell's interaction with Chief Hodge or Officer DeHaan.

109. Mr. Conwell's citation for misdemeanor trespass is currently pending and has been assigned Case No. 76-CR-26-286. His arraignment is scheduled for October 28, 2026. Under Minnesota's general penalty statute (§ 609.02, subd. 3), a misdemeanor carries a maximum of 90 days in jail, a fine of up to \$1,000, or both.

J. City authorization for the Farmers' Market to use the Railroad Parking Lot

110. On July 15, 2026, Mr. Conwell submitted a public information request to the City of Benson asking to view the Farmers' Market permit.

111. Mr. Conwell met with City Manager Skaret on July 17, 2026, who, in response to the public information request, showed Mr. Conwell the meeting minutes from a September 5, 2023, City Council meeting. Those minutes are attached herein as Exhibit I.

112. In those minutes, one paragraph reads:

Chief Hodge came forward with a request from the Farmer's Market group to have exclusive use of the parking lot on the south side of the 1200 Block of Atlantic Avenue. Currently they use a portion of this lot and wish to use the entire lot on the Farmer's Market days which is on Thursday afternoon for the summer and into early fall. After discussion, it was moved by Schreck, seconded by Carruth and carried unanimously to approve the request [*sic*] sidewalk to railroad track at the parking lot aforementioned during Farmer's Market days 3-6 p.m.

113. Mr. Skaret pointed to this paragraph as the basis for the Farmers' Market permission to be at the Railroad Parking Lot.

114. This was the only documentation Mr. Skaret provided to Mr. Conwell to demonstrate that the Farmers' Market is a permitted event.

115. Other than the September 5, 2023, City Council meeting minutes described above, the City of Benson has produced no permit, license, lease, written agreement, or other documentation defining the existence, scope, terms, boundaries, or conditions of the Farmers' Market's authorization to use the Railroad Parking Lot, and Mr. Conwell is aware of no such documentation.

116. The resolution referred to in the September 5, 2023, City Council meeting minutes was a deliberate choice of a guiding principle or procedure made by the City Council to grant the Farmers' Market the exclusive use of the Railroad Parking Lot and the authority to exclude any and all speakers.

117. During his meeting with City Manager Skaret, Mr. Conwell also asked about the possibility of obtaining an amplification permit pursuant to City Ordinance § 93.18. City Manager Skaret said he would get back to Mr. Conwell the following week.

K. The July 16, 2026, Incident at the Farmers' Market

118. Mr. Conwell returned to the Farmers' Market the following Thursday, July 16, 2026. This time, he brought a sign with him that said "Abolish Abortion to the Glory of God" on one side and "Abortion is Murder, Forgiveness for Murder Can be Found in Jesus Christ" on the other side.

119. As soon as he arrived, Mr. Conwell noticed a vehicle, a red Chevrolet HHR, parked in the exact spot where he had stood just the week prior. The vehicle was not parked like the other vendors' cars with their rear ends facing the middle of the lot and their trunks open to display goods for sale. Instead, the HHR was parked horizontally across three spots.

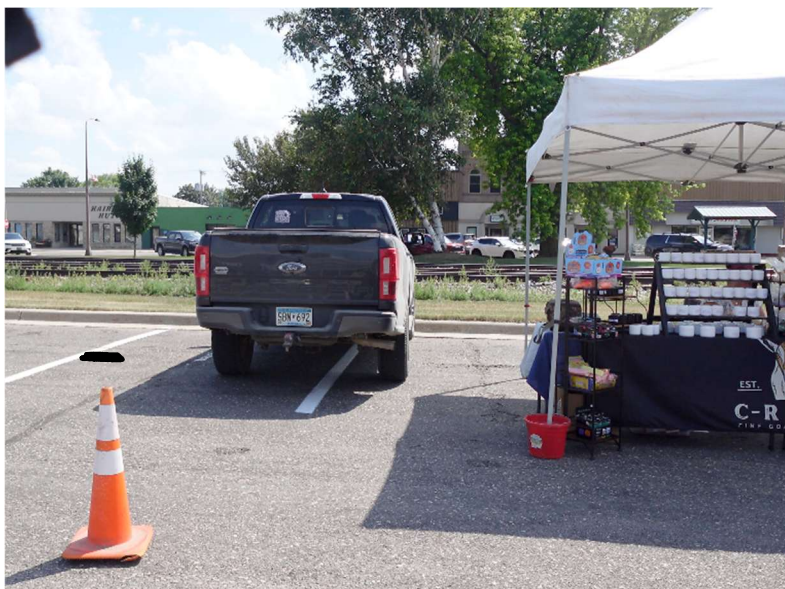
120. The following photograph is a true and correct depiction of the red HHR and its placement within the Farmers' Market:



121. Directly across from the HHR, on the other side of the parking lot, the last

vendor stand also had a car parked next to it. That vehicle, a Ford Ranger truck, was parked between two spots.

122. The following photograph is a true and correct depiction of the vehicle and its placement within the Farmers' Market:



123. Undeterred, Mr. Conwell began setting up his tripod camera just inside the cone at the end of the parking space line in front of the HHR.

124. The following photos are screenshots from Mr. Conwell's body camera that depict approximately where Mr. Conwell set up his tripod camera and where he attempted to stand:



125. Almost immediately, a vendor nearby (depicted above in the bright green shirt) asked Mr. Conwell, “Have you paid 20 bucks?” Mr. Conwell told him he did not need to pay money to be at the Market. The vendor insisted the permit allowed the Market to charge Mr. Conwell \$20 and that, if Mr. Conwell remained without doing so, the vendor would call the police.

126. After Mr. Conwell made clear he would not be paying a fee to speak, the vendor stated Mr. Conwell needed to leave the Farmers’ Market area, which the vendor said was on the far side of the cone near the front of the HHR.

127. Around the same time, a woman got into the HHR and began to move it, at which time Mr. Conwell stepped away to allow her to maneuver. The woman re-parked her car so that the car’s trunk faced out towards the parking lot and took up two spaces next to the last vendor. In other words, the car was re-parked in a way that took up the spot in which Mr. Conwell had been standing moments earlier.

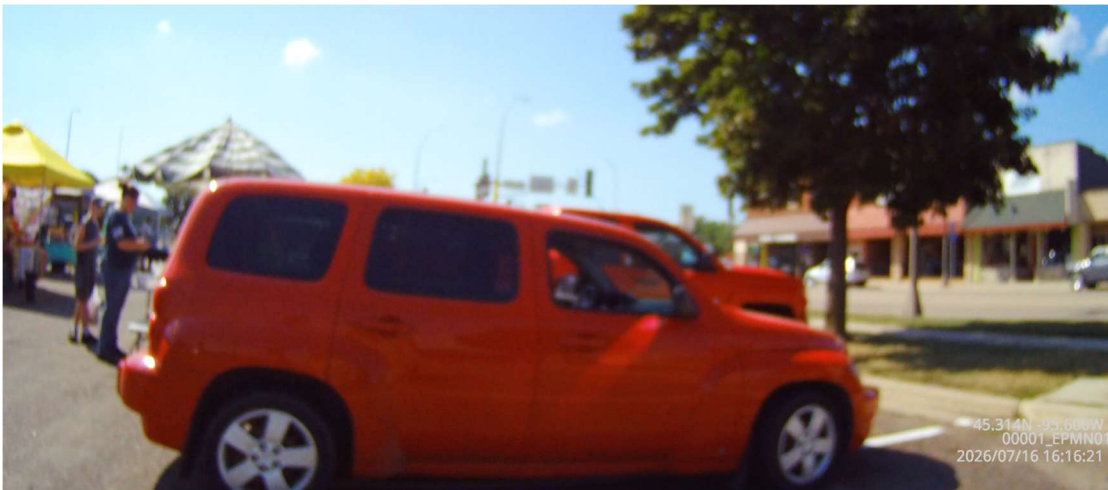
128. Ms. Stielow approached Mr. Conwell as the HHR was repositioning and directed the driver into the new position where Mr. Conwell had just been standing, as can be seen in the picture below:



129. Ms. Stielow informed Mr. Conwell that the Farmers' Market was "exclusive use." Mr. Conwell responded, "No, that doesn't prevent First Amendment protected activity, does it?"

130. In response, another vendor said loudly to Ms. Stielow, "I guess we're as much lawyers as he is a gynecologist!" Ms. Stielow continued to direct the HHR until it was so far back in the parking spot that it was sticking out into the public walkway. The HHR's trunk remained closed for the rest of the time Mr. Conwell was present and was not used to sell food or goods.

131. The following picture is a true and accurate depiction of how the HHR was reparked at Ms. Stielow's direction following Mr. Conwell's arrival and attempt to engage in expressive activity:



132. Because the spot where he had intended to stand was no longer available, Mr. Conwell stood near the trunk of the HHR and outside of the lines of any parking space while still remaining outside of the main walkway of the market so that pedestrians were not obstructed.

133. The following picture shows approximately where Mr. Conwell stood after the HHR had been reparked with the assistance of Ms. Stielow:



134. Ms. Stielow then went over to the vendor and spoke with him, after which the vendor told Mr. Conwell, “I’ll be calling the police now.”

135. On information and belief, Ms. Stielow orchestrated the HHR being parked where it was for the purpose of deterring Mr. Conwell from speaking. Mr. Conwell witnessed Ms. Stielow help the driver maneuver into its second parked position with its trunk facing out towards the pedestrian walkway. He then witnessed her confirm to the driver that the HHR was properly parked, which indicates Ms. Stielow is the authority for where vehicles within the Farmers’ Market may be parked.

136. A true and correct copy of this exchange between Mr. Conwell, Ms. Stielow, and the vendor is attached herein as Exhibit J and also available at <https://bit.ly/4wgV8cR>. Portions of Exhibit J have been redacted to remove a recording made of Mr. Conwell’s phone call conversation with his attorneys.

137. Approximately 15 minutes later, at about 3:53 p.m., Officer DeHaan arrived.

After exchanging pleasantries, Officer DeHaan said, “You know why we’re here,” to which Mr. Conwell responded, “I know why you’re here.” Officer DeHaan then asked, “You don’t want to pay?” Mr. Conwell responded, “No.” Officer DeHaan then asked, “And you don’t want to leave?” Mr. Conwell responded, “No.”

138. Officer DeHaan then told Mr. Conwell, “I’m going to issue you another citation, and we’ll just do the same thing as before. The more you come back the more citations you’re going to get.”

139. Mr. Conwell then asked, “Why am I being cited?” And Officer DeHaan responded, “For trespassing.” Mr. Conwell then asked if it was an arrestable offense to be trespassing and Officer DeHaan explained that for misdemeanor trespass he could either be cited or arrested and it was “my discretion.” Officer DeHaan further explained that “we usually try to issue the warnings first” before escalating to an arrest.

140. Officer DeHaan issued Mr. Conwell a citation for trespass under Minn. Stat. § 609.605, subd. 1(b)(3), Citation No. 76 02 2026000162, identifying the offense as “Trespass – refuse to leave.” A true and correct copy of the citation is attached as Exhibit K.

141. While handing the ticket to Mr. Conwell, Officer DeHaan stated that “if it gets all dismissed, if you’re allowed to be here by the court, those tickets will be quashed so you won’t have to pay any of those if that’s what they decide.” Mr. Conwell noted that he understood.

142. Officer DeHaan also told Mr. Conwell “To be honest, man, I want clarification too. There are crimes of trespassing and crimes of disorderly conduct but also you have your First Amendment right, so we’ve got to try to figure that out. . . . I know

what you're doing, I get it. I'm glad someone is out here doing it." Mr. Conwell remained calm and friendly during his entire exchange with Officer DeHaan.

143. During the rest of the time Mr. Conwell remained at the Farmers' Market, he stood in a fixed location and used no amplification, sold nothing, solicited no money, blocked no entrance or vendor stall, and did not approach or speak to anyone who did not first approach him. Mr. Conwell left the Farmers' Market at approximately 5:00 p.m.

144. A true and correct copy of the videos of the exchanges between Mr. Conwell and Officer DeHaan are included herein as Exhibit L (00:13:00 – 00:21:53) and Exhibit M (00:00:00 – 00:08:49). The videos are also available at <https://bit.ly/3Rswsim> (Ex. L) and <https://bit.ly/3R5OPcV> (Ex. M). Portions of Exhibit L have been redacted to remove a recording made of Mr. Conwell's phone call conversation with his attorneys.

145. True and correct copies of other videos from Mr. Conwell's advocacy at the Farmers' Market are attached herein as Exhibits N and O and also available at <https://bit.ly/4vGDpdO> (Ex. N) and <https://bit.ly/3RHZtqp> (Ex. O), respectively.

146. Mr. Conwell's citation for misdemeanor trespass is currently pending and has been assigned Case No. 76-CR-26-298. His arraignment is not yet scheduled.

147. At no time on July 16, 2026, did Officer DeHaan or Ms. Stielow suggest that Mr. Conwell's presence at the Farmers' Market—as he stood alone, unamplified, stationary, and nonobstructive—was disruptive to the Market in any way, nor was it.

L. Mr. Conwell's Fifth Attempt to Obtain an Amplification Permit

148. Mr. Conwell met with City Manager Skaret on July 20, 2026 to follow up on their July 17, 2026 discussion about an amplification permit.

149. City Manager Skaret informed Mr. Conwell that he was still looking into the issue and was not able to provide Mr. Conwell an answer.

150. Mr. Conwell stressed that this was a First Amendment issue and that it had been three years since he first requested information on how to obtain a permit. City Manager Skaret stated he understood and he was doing the best he could but made no assurances that he would resolve the matter. Mr. Conwell left, again, with no answers.

V. Mr. Conwell Faces an Ongoing Threat of Harm from the City of Benson

151. Mr. Conwell intends to return to the Farmers' Market each time it is held in 2026, where he will again hold his signs or a similar sign and speak with members of the public who choose to engage him, without using amplification.

152. Mr. Conwell also intends to continue engaging in the same peaceful, non-amplified expressive activity, holding signs and speaking with members of the public, on public streets, sidewalks, and in public parks in the City of Benson.

153. Mr. Conwell also intends to use sound amplification in connection with his expressive activity at specific times and places in the City of Benson, including on public sidewalks in downtown Benson during periods of high pedestrian traffic and near public events such as local sporting events and fall festivals. He does not seek to use amplification within the boundaries of, or in a manner that would disturb, any event for which the City has granted a permit to another. Instead, he seeks only to use amplification at times and places that do not conflict with another permit-holder's event.

154. Based on Defendants' conduct alleged above, Mr. Conwell faces a credible threat that if he continues the aforementioned expressive activity, he will again be required

to pay a fee and register as a vendor at the Farmers' Market, be directed to leave the Farmers' Market, be threatened with arrest, or be cited for trespass, and that if he uses amplification without a permit he will be subject to enforcement under § 93.18.

155. The Farmers' Market is held on a recurring schedule from July through October, and Mr. Conwell's other intended expressive activity in the City is continuing. The threatened deprivations of his rights are therefore immediate, ongoing, and recurring.

156. As a result, Mr. Conwell is forced to choose between refraining from constitutionally protected expression and risking a fee, citation, fine, or arrest, and he is thereby burdened and deterred in the exercise of his First Amendment rights.

157. Mr. Conwell has no adequate remedy at law. The loss of First Amendment freedoms, even for minimal periods, constitutes irreparable injury. Absent relief from this Court, Defendants will continue to burden, deter, and prohibit his protected expression, and he will continue to suffer the loss of his constitutional rights.

CAUSES OF ACTION

COUNT ONE

42 U.S.C. § 1983—First Amendment

(Right to Free Speech—Denial of Access to Public Forum)

Against Defendants City of Benson, Stielow, and Chief Hodge

158. Mr. Conwell hereby incorporates by reference all other paragraphs of this Complaint as though fully set forth herein.

159. The First Amendment protects the right of every member of the public to engage in peaceful expression on public property the government has opened to the public. A government's grant to a private party of a permit to use such property does not extinguish

that right. A private permit-holder acquires no authority to exclude peaceful speakers from public property, and the government may not lend its coercive power—its police and its trespass laws—to enforce such an exclusion.

160. The Railroad Parking Lot is public property, owned by the City, open to the public, and a traditional or designated public forum. It remains open even on Farmers’ Market days—there is no fee to enter and no controlled access other than for vendors.

161. Mr. Conwell engaged in peaceful, non-commercial expression at the Farmers’ Market—standing with a sign, selling nothing, obstructing no one, and speaking only with those who approached him.

162. Defendants instructed Mr. Conwell to leave and cited him for trespass because the City Council granted the Farmers’ Market the “exclusive use” of the Railroad Parking Lot. But the City Council’s resolution authorizing the Market to use the Railroad Parking Lot does not authorize Defendants’ actions. It did not close the property to the public or transform Mr. Conwell, a member of the public engaged in expression on public ground, into a trespasser, nor did it alter the status of the property as a traditional or designated public forum.

163. Defendants’ actions do not comply with strict scrutiny. There was no compelling governmental interest, Defendants’ actions were not the least restrictive means available to them, and they acted in the unbridled discretion exercised at the Market operator’s behest.

164. Defendants acted jointly and under color of state law. Ms. Stielow, a City Council member who operates the Market, invoked the City Council’s purported exclusive-

use authorization to demand that Mr. Conwell leave or pay a fee, and Chief Hodge and Officer DeHaan enforced that demand by threatening and issuing trespass citations. When Mr. Conwell returned on July 16, 2026, Defendants positioned and moved a vehicle to deny him the spot where he had stood and cited him again, once more invoking the City Council's exclusive-use authorization.

165. Defendants' actions would be unconstitutional even if the Farmers' Market were a limited public forum or a nonpublic. There was no significant governmental interest, Defendants' actions were not narrowly tailored and left no adequate alternate channels, and they acted in the unbridled discretion exercised at the Market operator's behest.

166. Defendants' unlawful actions as alleged herein were undertaken pursuant to an official policy of the City of Benson. The Farmers' Market's exclusive-use authorization from City Council purports to give it the authority to exclude non-vendors, including speakers, from the Railroad Parking Lot while the Market is ongoing. In the alternative, these actions were undertaken pursuant to a custom or practice of the City of Benson. Defendants' treatment of Mr. Conwell reflected a persistent practice of which the City's policymakers had notice and which they were deliberately indifferent to or tacitly authorized, and that custom was the moving force behind the violation of his rights.

167. As a direct and proximate result, Mr. Conwell has suffered and will continue to suffer irreparable injury to his First Amendment rights, for which he has no adequate remedy at law. He is entitled to declaratory and injunctive relief and to attorneys' fees and costs under 42 U.S.C. § 1988.

COUNT TWO
42 U.S.C. § 1983—First Amendment
(Right to Free Speech—Unconstitutional Fee on Speech)
Against Defendants City of Benson, Stielow, and Chief Hodge

168. Mr. Conwell hereby incorporates by reference all other paragraphs of this Complaint as though fully set forth herein.

169. A government may not charge a fee as a condition of engaging in protected expression unless the fee is narrowly tied to the administrative costs of a valid, content-neutral regulatory scheme and governed by objective standards. A fee on pure, non-commercial speech is presumptively invalid.

170. Mr. Conwell's signs and conversations with those who approached him were pure, non-commercial expression. He sold nothing and sought only to communicate his religious and moral message.

171. Defendants nonetheless conditioned that expression on payment. Ms. Stielow required Mr. Conwell to complete a vendor form and pay \$20.00 to stand with his sign, and Chief Hodge and Officer DeHaan enforced that condition by directing him to leave and citing him for trespass when he declined. The requirement was imposed on more than one occasion—first in 2023, when Mr. Conwell paid the fee and was confined to a vendor tent; again on July 9, 2026; and yet again on July 16, 2026, when a Market vendor, in coordination with Ms. Stielow, demanded the fee and summoned police when Mr. Conwell refused.

172. The fee bore no relation to any administrative cost, was governed by no objective standard, and was imposed on Mr. Conwell's non-commercial expression even

though he was not a vendor and sold nothing. It was not the least restrictive means to any compelling governmental interest or narrowly tailored to any legitimate governmental interest.

173. By conditioning protected expression on payment of a fee and registration as a commercial vendor, Defendants imposed an unconstitutional financial burden on speech. In the alternative, Defendants imposed an unconstitutional condition on his First Amendment rights, requiring him to surrender the right to speak freely as the price of speaking at all.

174. The fee-to-speak requirement was undertaken pursuant to an official policy of the City of Benson. The Farmers' Market's exclusive-use authorization from City Council purports to give it the authority to exclude non-vendors, including speakers, from the Railroad Parking Lot while the Market is ongoing. In the alternative, these actions were undertaken pursuant to a custom or practice of the City of Benson. Defendants' treatment of Mr. Conwell reflected a persistent practice of which the City's policymakers had notice and which they were deliberately indifferent to or tacitly authorized, and that custom was the moving force behind the violation of his rights.

175. As a direct and proximate result of Defendants' conduct, Mr. Conwell has suffered, and absent relief will continue to suffer, irreparable injury to his First Amendment rights, for which he has no adequate remedy at law.

176. Mr. Conwell is entitled to declaratory and injunctive relief, and to an award of attorneys' fees and costs pursuant to 42 U.S.C. § 1988.

COUNT THREE
42 U.S.C. § 1983—First Amendment
(Free Speech — Viewpoint and Content Discrimination)
Against Defendants City of Benson, Stielow, and Chief Hodge

177. Mr. Conwell incorporates by reference each preceding paragraph as though fully set forth herein.

178. The First Amendment prohibits the government from burdening expression because of its viewpoint no matter the type of forum and from burdening expression because of its content in a traditional or designated public forum unless those restrictions satisfy strict scrutiny.

179. Mr. Conwell's signs and conversations communicated his religious and abortion abolitionist viewpoint. His expression addressed a matter of public concern and lies at the core of the First Amendment's protection.

180. In 2023, Ms. Stielow required Mr. Conwell to register and pay a vendor fee when he stood at the Market with a sign. After Ms. Stielow became a City Council member, she imposed the same requirement. On each occasion, Mr. Conwell used no amplification, sold nothing, and engaged only in expression.

181. The asserted vendor rationale did not explain Defendants' treatment of Mr. Conwell. He was not engaged in commercial activity, yet Defendants treated registration and payment of a commercial vendor fee as conditions of his right to remain on City-owned property and communicate with the public.

182. Defendants' viewpoint- and content-based treatment of Mr. Conwell was undertaken pursuant to the policy and custom of the City of Benson. The Farmers' Market's

exclusive-use authorization from City Council purports to give it the authority to exclude non-vendors, including speakers, from the Railroad Parking Lot while the Market is ongoing. In the alternative, these actions were undertaken pursuant to a custom or practice of the City of Benson. Defendants' treatment of Mr. Conwell reflected a persistent practice of which the City's policymakers had notice and which they were deliberately indifferent to or tacitly authorized, and that custom was the moving force behind the violation of his rights.

183. As a direct and proximate result of Defendants' conduct, Mr. Conwell has suffered, and absent relief will continue to suffer, irreparable injury to his First Amendment rights, for which he has no adequate remedy at law.

184. Mr. Conwell is entitled to declaratory and injunctive relief, and to an award of attorneys' fees and costs pursuant to 42 U.S.C. § 1988.

COUNT FOUR
42 U.S.C. § 1983—First Amendment
(Free Exercise of Religion)
Against Defendants City of Benson, Cherie Stielow, Ian Hodge, and Matthew Skaret

185. Mr. Conwell incorporates by reference each preceding paragraph as though fully set forth herein.

186. Mr. Conwell's display of signs, open-air proclamation of his religious and abolitionist message, conversations with members of the public, and amplified Gospel-preaching are exercises of his sincerely held religious beliefs. Government action burdening religious exercise is subject to strict scrutiny when it is not neutral and generally

applicable, including when officials retain discretion to grant individualized exceptions or treat comparable secular activity more favorably.

187. Defendants City of Benson, Stielow, and Hodge, acting under color of state law, burdened Mr. Conwell's religious exercise by requiring him to pay a fee and register as a vendor, directing him to leave, and citing him for trespass when he declined to comply.

188. This treatment was not neutral and generally applicable. Defendants exercised individualized discretion in determining who could remain at the Market and on what terms, and imposed the fee, registration, and exclusion requirements on Mr. Conwell's religious exercise while the Market's ordinary secular commercial and community activity proceeded.

189. Defendants' unlawful actions as alleged herein were undertaken pursuant to an official policy of the City of Benson. The Farmers' Market's exclusive-use authorization from City Council purports to give it the authority to exclude non-vendors, including speakers, from the Railroad Parking Lot while the Market is ongoing. In the alternative, these actions were undertaken pursuant to a custom or practice of the City of Benson. Defendants' treatment of Mr. Conwell reflected a persistent practice of which the City's policymakers had notice and which they were deliberately indifferent to or tacitly authorized, and that custom was the moving force behind the violation of his rights.

190. Defendants City of Benson, Skaret, and Hodge burden Mr. Conwell's religious exercise through § 93.18, which prohibits him from using amplification in his religious proclamation unless the City grants him a permit. The ordinance exempts school- and City-sponsored activities, as well as any person whom the City chooses to permit,

while providing no standards governing that choice. It therefore creates a system of individualized exemptions and treats favored governmental and secular activity more favorably than Mr. Conwell's religious exercise.

191. The City has enforced § 93.18 against Mr. Conwell's religious exercise. In 2023, an officer directed him to cease using his amplifier to proclaim his religious message because he lacked a permit. In 2026, Officer Marrs directed him to shut down his amplifier while Gospel-preaching on City-owned property and referred the matter for prosecution. On neither occasion was a permit process governed by objective standards available to Mr. Conwell.

192. Mr. Conwell has attempted to ask again about obtaining a permit to use his amplifier on July 17, 2026 and July 20, 2026. City Manager Skaret has not provided Mr. Conwell an answer as to how Mr. Conwell can apply for and obtain an amplification permit.

193. Because the challenged practices are not neutral and generally applicable, they are subject to strict scrutiny. The burdens imposed on Mr. Conwell's religious exercise are not narrowly tailored to serve any compelling governmental interest. Any asserted interests in operating the Market or controlling amplified sound are undermined by the individualized discretion, exemptions, and favorable treatment Defendants extend to governmental and secular activity. Defendants' conduct, and § 93.18 on its face and as applied to Mr. Conwell, therefore violate the Free Exercise Clause.

194. The City is responsible for the burden arising from § 93.18 because the ordinance and its enforcement constitute official City policy. The City is separately responsible for Mr. Conwell's treatment at the Farmers' Market pursuant to its policy or

custom of exclusive use, fee and registration requirements, and viewpoint and content discrimination.

195. As a direct and proximate result of Defendants' conduct, Mr. Conwell has suffered, and absent relief will continue to suffer, irreparable injury to his First Amendment rights, for which he has no adequate remedy at law.

196. Mr. Conwell is entitled to declaratory and injunctive relief, and to an award of attorneys' fees and costs pursuant to 42 U.S.C. § 1988.

COUNT FIVE
42 U.S.C. § 1983—First Amendment
(Prior Restraint / Unbridled Discretion—Facial and As-Applied)
Against Defendants City of Benson, Matthew Skaret, and Ian Hodge

197. Mr. Conwell incorporates by reference each preceding paragraph as though fully set forth herein.

198. The First Amendment prohibits the government from conditioning protected expression on prior official approval under a permitting scheme that lacks narrow, objective, and definite standards or permits indefinite delay and arbitrary denial.

199. Benson City Code § 93.18 prohibits the use of amplifying equipment audible at a distance of 50 feet but exempts equipment used in connection with an activity “for which a permit has been granted by the city.”

200. Section 93.18 is the sole provision of the Benson City Code governing amplification permits, and neither it nor any other provision of the Code establishes an application procedure, standards governing approval or denial, a deadline for decision, or a mechanism for review.

201. Section 93.18 therefore gives the City unbridled discretion to determine who may engage in amplified expression and allows the City to delay or withhold permission indefinitely. That discretion creates a substantial risk of content- or viewpoint-based decisionmaking, chills protected expression, and renders the ordinance facially unconstitutional.

202. Section 93.18 is also unconstitutional as applied to Mr. Conwell. In 2023, Mr. Conwell repeatedly sought permission to use amplification for his religious and expressive activity. City officials acknowledged that no permit process existed, accepted his information without acting on his request, and ultimately informed him that the City did not have a permit available for the amplified expression the ordinance prohibited him from undertaking without one.

203. The City nevertheless enforced the permit requirement against Mr. Conwell. In 2023, an officer directed him to cease using his amplifier at the Farmers' Market because his amplified sound was audible at 50 feet and he lacked a permit. In 2026, Officer Marrs directed him to shut down his amplifier while speaking on City-owned property and informed him that the matter would be referred to the City Attorney. On neither occasion was Mr. Conwell provided access to a permit process governed by objective standards or a defined decision period.

204. Mr. Conwell intends to continue using amplification for religious and expressive activity at identified times and locations that do not conflict with other permitted events. He does not challenge the City's authority to impose a content-neutral limit on sound volume; rather, he challenges the requirement that he obtain a permit under a scheme

providing no standards, process, timeline, or meaningful avenue for review. Section 93.18 therefore continues to chill and restrain his expression and violates the First Amendment on its face and as applied to him.

205. The City is responsible for the burden arising under § 93.18 because that ordinance and its enforcement constitute official City policy. Defendant City Manager Skaret is responsible for administering the permitting requirement, and Defendant Chief Hodge is responsible for its enforcement.

206. As a direct and proximate result of § 93.18 and Defendants' enforcement of it, Mr. Conwell has suffered and, absent relief, will continue to suffer irreparable injury to his First Amendment rights. He is entitled to a declaration that § 93.18 is unconstitutional on its face and as applied to him, preliminary and permanent injunctive relief against its enforcement, and attorneys' fees and costs under 42 U.S.C. § 1988.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff Bryan Conwell requests the following relief:

1. A declaration that Defendants' policy and practice of excluding Mr. Conwell from the City-owned property on which the Benson Farmers' Market is held and of citing or threatening to cite him for trespass violates the First and Fourteenth Amendments;
2. A declaration that Defendants' requirement that Mr. Conwell pay a fee and register as a vendor as a condition of engaging in protected expression at the Benson Farmers' Market violates the First and Fourteenth Amendments;

3. A declaration that Defendants' viewpoint- and content-based discrimination against Mr. Conwell on account of his protected expression violates the First and Fourteenth Amendments;

4. A declaration that Defendants' burden on Mr. Conwell's religious exercise, in the operation of the Benson Farmers' Market and in the enforcement of Benson City Code § 93.18, violates the First Amendment;

5. A declaration that Benson City Code § 93.18 is unconstitutional on its face and as applied to Mr. Conwell, in that it vests the City of Benson with unbridled discretion over amplified expression in violation of the First and Fourteenth Amendments; and, in the alternative, a declaration that § 93.18 may not constitutionally be enforced against Mr. Conwell's protected expression;

6. A preliminary and permanent injunction restraining Defendants, and their officers, agents, employees, and successors, from excluding Mr. Conwell from, or citing or threatening to cite or arrest him for, engaging in peaceful, non-commercial expressive activity at the Benson Farmers' Market;

7. A preliminary and permanent injunction restraining Defendants, and their officers, agents, employees, and successors, from requiring Mr. Conwell to pay a fee or register as a vendor as a condition of engaging in protected, non-commercial expression at the Benson Farmers' Market;

8. A preliminary and permanent injunction restraining Defendants, and their officers, agents, employees, and successors, from enforcing the permit requirement of Benson City Code § 93.18(C)(1) against Mr. Conwell unless and until the City of Benson

adopts and applies a permitting process that comports with the First Amendment, including narrow, objective, and definite standards governing the grant or denial of a permit, a specified and reasonable time within which the City must decide a permit application, and a mechanism for review of a denial;

9. In the alternative, and to the extent the City of Benson continues to require a permit for the use of amplification under § 93.18(C)(1), a preliminary and permanent injunction requiring that, upon Mr. Conwell's application to use amplification at a specified date, time, and place, Defendants decide the application within a specified and reasonable period, issue a written decision stating the reasons for any denial, and provide a mechanism for review, and prohibiting Defendants from denying such an application except on the basis of such standards;

10. A preliminary and permanent injunction restraining Defendants, and their officers, agents, employees, and successors, from denying Mr. Conwell permission to use amplification, or citing or threatening to cite him under § 93.18, on the basis of the content or viewpoint of his expression or in the exercise of unbridled discretion;

11. Such further injunctive relief as is necessary to prevent Defendants from continuing to burden, exclude, or penalize Mr. Conwell's protected expression and religious exercise;

12. An award of Mr. Conwell's reasonable attorneys' fees, costs, and expenses pursuant to 42 U.S.C. § 1988, and any other applicable law;

13. Retention of jurisdiction to enforce the Court's orders; and

14. All other relief the Court deems just and proper.

Dated: July 21, 2026

/s/ Samuel W. Diehl
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Attorneys for Bryan Conwell

* Motion for Admission Pro Hac Vice Forthcoming

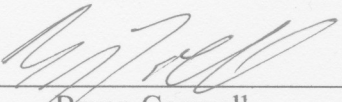
VERIFICATION OF BRYAN CONWELL

I, Bryan Conwell, declare as follows:

1. I am the Plaintiff in this action.
2. I have read the foregoing Verified Complaint.
3. The factual allegations in the Verified Complaint concerning my actions, observations, communications, intentions, and beliefs are true and correct based on my personal knowledge. To the extent any allegation is expressly stated to be based upon information and belief, I believe that allegation to be true.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on July 20, 2026.



Bryan Conwell

Exhibit A

Swift County Tax Records RE: Railroad Parking Lot



Parcel Information

Taxpayer

Asmt: 2026 Pay: 2027

Taxpayer# 361
BENSON / CITY OF
1410 KANSAS AVENUE
BENSON MN 56215

Property Address

90 13TH ST S 56215
REAL ESTATE
23-0201-100
Sect/Town/Range 5/121/39
Township/City 23 - BENSON CITY
School District 777 - BENSON SCHOOL

Legal

Do not use the summaries below on legal documents
RAILROAD PARKS BETWEEN 12TH & 14TH STREET

Details

Value Information

General

Asmt: 2026 Pay: 2027

PCL # 23-0246-100
Class 958 MUNICIPAL PROP ALL OTHER
Homestead 0 NON HOMESTEAD

Taxpayer BENSON / CITY OF
MP# 23-0201-100

Market/Taxable

Miscellaneous

Land	38,300	0	Deeded Acres	0.00
Build	9,000	0	Till Acres	0.00
Exclusion		-0		
Total MKT	47,300	0	CER	0.00
GA Land	0	0		
Build Site	0	0		
House/Gar	0	0		

This Data is Subject to Change.

Detail Documents

Sales

General

Asmt: 2026 Pay: 2027

PCL # 23-0246-100

Name BENSON / CITY OF

Sales

No Sales

Tax Information

Overview

Payable Year	2026	2025	2024
Est Market Value	47,300	47,300	47,300
Taxable Value	0	0	0
Spec Asmt	0.00	0.00	0.00
Total	0.00	0.00	0.00

Detail

History

Special Assessments

General

PCL # 23-0246-100

Name BENSON / CITY OF

Tax

Asmt: 2025 Pay: 2026

No Tax Assessments

Parcel Aerial Photo

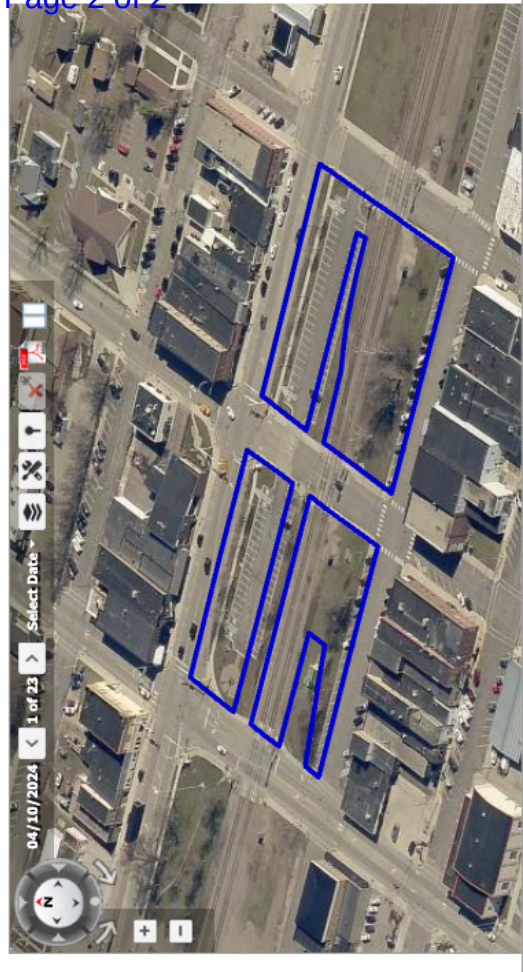


Exhibit B

**Benson City Code § 93.18, titled “Public Nuisances
Caused by Sound”**

§ 93.18 PUBLIC NUISANCES CAUSED BY SOUND.

(A) *General prohibition.* No person shall make or cause to be made any distinctly and loudly audible noise that unreasonably annoys, disturbs, injures or endangers the comfort, repose, health, peace, safety or welfare of a reasonable person or reasonable persons, or precludes their enjoyment of property, or adversely affects their property's value. This general prohibition is not limited by the specific prohibitions contained in the following section.

(B) *Unlawful acts.* The following acts are hereby declared to be loud, disturbing and unnecessary noises and are public nuisances in violation of this chapter but said enumeration shall not be deemed to be exclusive:

(1) The sounding of any horn, whistle, siren or signaling device except as a danger warning;

(2) The play, use or operation of any radio, stereo, tape player, disc player, musical instrument, phonograph, loud speaker, sound amplifier or any other machine or device used for the production or amplification of sound in such a manner as to be audible at a distance of 50 feet from said machine or device;

(3) The operation of any noise-creating vehicle, machinery or equipment powered by an electric or internal combustion engine unless such engine is equipped with a muffler device sufficient to deaden such noise;

(4) The operation of any other vehicle in such manner as to create through the use of any mechanical component of said vehicle, noise which is audible at a distance of 50 feet from said vehicle. This section shall include the use of "jake brakes" by motor vehicles unless such use is required as a result of an emergency situation;

(5) Excavation activities or erection, demolition, alteration or repair of any structure in such a manner as to create noise which is audible at a distance of 50 feet from the site thereof between the hours of 10:00 p.m. and 6:00 a.m.

(C) *Permitted acts.* This section shall not apply to sound produced by the following:

(1) Amplifying equipment used in connection with an activity sponsored by Benson Public Schools or by the city or for which a permit has been granted by the city provided that such use is consistent with the provisions of such permit;

(2) Anti-theft devices and security alarms;

(3) Machines or devices for the production of sound or in authorized emergency vehicles;

(4) Horns, sirens, whistles or other signaling devices when used as a danger warning;

(5) Excavation, construction, demolition, alteration or repair activities when authorized by the City Building Inspector in an emergency situation or when required to protect health and/or safety;

(6) Snow removal operations on commercial property or public rights-of-way;

(7) Church bells, chimes, carillons or school bells.

(D) *Scope of applicability.* The terms of this section shall apply to any loud, disturbing or unnecessary sound whether produced on public or private property and whether indoors or outdoors or in a motor vehicle.

(E) *Responsible person for violations involving motor vehicles.* When sound violating this section is produced by a machine or device that is located in or on a motor vehicle, the vehicle's owner shall be guilty of the violation of this section unless the owner is not present, in which case, the person in charge of the vehicle at the time of the violation shall be guilty of the violation of this section.

(F) *Non-exclusivity*. This section is supplemental to and does not supersede any other provision of this city code or state law.

(Ord. 1106.01, passed 6-11-01; Am. Ord. 1124.07, passed 7-9-07; Ord. 1143.14, passed 5-19-14)
Penalty, see § 10.99

Exhibit C

Video 1 of August 10, 2023

To be submitted via flash drive and also
available at: <https://bit.ly/4yvMeJV>

Exhibit D

Video 2 of August 10, 2023

To be submitted via flash drive and also
available at: <https://bit.ly/4b7jtt8>

Exhibit E

Video 1 of July 9, 2026 Farmers' Market Incident
(Blurred)

To be submitted via flash drive and also
available at: <https://bit.ly/3R21Fc8>

Exhibit F

Misdemeanor Citation issued July 9, 2026
(No. 76 02 2026000161)

CITATION

State of Minnesota			
Citation #: 76 02 2026000161			
County Name: Swift County		Sequential Citations ___ of ___	
Identification: ☒ DL ☐ DVS Web ☐ Photo ID ☐ FP ☐ Other			
DL Number K000118933200		☒ MN ☐ CDL State ____	
Name: First Middle Last Suffix Bryan Joseph Conwell			
Address - Street, Apt # [REDACTED]			
City Benson		State MN	Zip [REDACTED]
DOB [REDACTED]	Height 509	Weight 215	Eyes BLU Gender M
☐ Juvenile Court Offense. Circle One JTR, JPO, DEL	Parent or Guardian's Name: Relationship to Child: Address:		☐ Same address as juvenile
Veh. Lic. No.	Plate Year	State	Make Style ☐ 16+ pass. Color Passenger Vehicle
Date of Offense 7/9/2026		Time of Offense 1542 hrs	
☐ Endangering Life or Property* *Court appearance required if checked		☐ Commercial Veh. ☐ Hazardous Mat (DOT) DOT# _____ #LBS Overweight: _____	
☐ Driver	☐ Owner	☐ Passenger	☒ Citee ☐ Parked
Offense Location 1230 ATLANTIC AVE		Circle One: City/County/Township/Other Of: Benson	
Offense Description Trespass - refuse to leave		Statute/Ordinance 609.605.1(b)(3)	☐ 3rd PM,M,GM Violation M
Offense Description		Statute/Ordinance	☐ 3rd PM,M,GM Violation
Offense Description		Statute/Ordinance	☐ 3rd PM,M,GM Violation
Offense Description		Statute/Ordinance	☐ 3rd PM,M,GM Violation
Offense Description		Statute/Ordinance	☐ 3rd PM,M,GM Violation
Offense Description		Statute/Ordinance	☐ 3rd PM,M,GM Violation
Offense Description		Statute/Ordinance	☐ 3rd PM,M,GM Violation
Offense Description		Statute/Ordinance	☐ 3rd PM,M,GM Violation
☐ AC Taken-AC: ____ Test Type: ☐ Breath ☐ Blood ☐ Urine ☐ Other ☐ Refused			
☐ Fingerprinted	☐ Defendant In Custody	Species/Number 0	Total Wildlife Restitution \$
If this is a payable citation, you must pay the amount owed or schedule an appearance within 30 days from the date the citation is filed with the court. See the back of this citation for more information.			
Officer(s) Name(s) Officer B. DeHaan		Officer No(s) 113	Prosecutor MN076021A
Controlling Agency (CAG) MN0760200		How Issued ☒ In Person ☐ Mailed ☐ Left at Scene Date Issued 07/09/2026	
Agency Name: Benson Police Department		CN/ICR#: 26102282	

Version 2021.1

Exhibit G

Video 2 of July 9, 2026 Farmers' Market Incident
(Blurred)

To be submitted via flash drive and also
available at: <https://bit.ly/4pvOtc9>

Exhibit H

Video 3 of July 9, 2026 Farmers' Market Incident
(Blurred)

To be submitted via flash drive and also
available at: <https://bit.ly/4wXQh0c>

Exhibit I

September 5, 2023, City Council Meeting Minutes

**MINUTES - BENSON CITY COUNCIL REGULAR MEETING
CITY HALL
SEPTEMBER 5, 2023**

The meeting was called to order at 5:30 p.m. by Mayor Evenson. Members present: Jack Evenson, Chris Carruth, Dan Enderson, Mark Schreck, Nancy Maanum. Members Absent: None. Also present: Director of Finance Lisa Kent, City Clerk Valerie Alsaker, City Manager Kyle Harris, Police Chief Ian Hodge, CEDA Representative Hillary Tweed, Assistant City Attorney Stephan Kowal, Public Works Director Dan Gens, Jim Cromberg with WSB, Cherie Stielow, Bob Simonson and Reed Anfinson. Telephonically: Liz Wefel from the Coalition of Greater Minnesota Cities.

The Council recited the Pledge of Allegiance.

The Mayor asked for any additions to the agenda. Budget discussion was added. It was moved by Schreck, seconded by Maanum and carried unanimously to approve the amended agenda.

It was moved by Carruth, seconded by Schreck and carried unanimously to approve the following items on the consent agenda:

- August 21, 2023 City Council Minutes
- July 17, 2023 EDA Meeting
- July 25, 2023 Park Board Meeting
- Charter Communication's Franchise Fee Payment
- Pioneerland Library System 3rd Quarter Pay Request Correction - ~~\$24,650.75~~
-\$27,650.75
- Electronic Transfers:
Payroll: August 24, 2023 - \$115,993.56

Mayor Evenson asked for anyone with unscheduled business, to which there was no one.

Wefel gave a presentation on the Coalition's work on LGA increases and the 2023 State Legislative priorities to include bonding, infrastructure packages, environmental protections for greater Minnesota, lead pipe initiative and looking ahead to the 2024 legislative session. The Council thanked Wefel for her presentation.

Chief Hodge came forward with a request from the Farmer's Market group to have exclusive use of the parking lot on the south side of the 1200 Block of Atlantic Avenue. Currently they use a portion of this lot and wish to use the entire lot on the Farmer's Market days which is on Thursday afternoon for the summer and into early fall. After discussion, it was moved by Schreck, seconded by Carruth and carried unanimously to approve the request sidewalk to railroad track at the parking lot aforementioned during Farmer's Market days 3-6 p.m.

Next Harris discussed the tax forfeiture parcel 23-1447-075. This parcel is along East Pacific Avenue, also known as Gusty's Road. This parcel was originally included in on a home that was foreclosed on, and only the home parcel was foreclosed on. The county got this back from the State of Minnesota. If this parcel is purchased by another party, they cannot close Gusty's road, as it is a right-of-way. If we do not act, this land will hang in limbo. Cost to the City for this parcel of land is \$250 to the State of Minnesota, plus recording fees. After discussion, it was moved by Carruth, seconded by Schreck

and carried unanimously to approve moving forward with the conditional use deed process to own this parcel of land.

Tweed approached with a proposal to the Council to consider a City In-fill Lot Sale Program. She said the EDA has been discussing how to develop housing in Benson. Joe Maffit with CEDA has researched incentives for selling City owned in-fill lots. The City owns 5 lots; four located in a R-1 zoning district and one lot in a R-2 Zoning District. The proposal is to sell these lots for \$5,000 with the purpose of building a house on. This will allow these lots to be placed back on the tax rolls, and help alleviate City maintenance. Along with the purchase price of \$5,000, the new land owner must pull a building permit within one year. If they do not, the City will only refund 20% of the purchase price. This will give an incentive to build a home on the lot. She went on to say both Planning Commission and EDA recommends to the City Council to move forward with the program. After discussion, it was moved by Enderson, seconded by Maanum and carried unanimously to move forward with the housing in-fill program as presented.

Tweed said Bob Simonson presented an application for the Swift County Demolition program. He has already demolished the building on Atlantic Avenue, as the business agreeing to do the demolition was passing through town and said it had to be done that day. Simonson presented pictures and quotes for the project. This building was considered commercial. The program states he is responsible for 50% of the actual cost, with Swift County and the City reimbursing the other half. After discussion, it was moved by Schreck, seconded by Carruth and carried unanimously to approve payment to Bob Simonson in the amount of \$2,378.64 under the demolition program.

Gens approached the Council with a quote for a V-plow for the one-ton truck to plow alleys. The V-plow last year broke down. He stated he will get some trade-in on it, but isn't sure exactly how much he will get. He said this purchase of equipment is off the state bid. After discussion, it was moved by Enderson, seconded by Maanum and carried unanimously to approve the quote for a V-plow in the amount not to exceed \$9,933.00.

Hodge approached the Council. In September of 2022, the Council passed a resolution designating the use of the American Rescue Plan Act (ARPA) funds toward the purchase of a new fire truck and emergency radios. He presented quotes for new radios for the Police and Fire departments. He said the current radios the officers carry are old and we cannot get parts for them anymore. He said the quote includes a new radio for the new fire truck as well. Also included in the quote are two new emergency sirens which are in need of replacement. The total quote for the radios and sirens is \$131,281.23. These items are on the state bid. Two new poles and batteries for the sirens will be purchased with the balance of the ARPA funds which is \$4,102.62. After discussion, it was moved by Carruth, seconded by Maanum and carried unanimously to purchase the sirens and radios from West Central Communications in the amount of \$100,826.23, and the emergency sirens from Federal Signal Corporation in the amount of \$30,455.00.

Next Harris presented information for budget discussions. He said he spoke to each City Council member and gave an overview of the proposed levee which will need to be set at the next City Council meeting. The final levee will be set the last meeting of this year. The preliminary budget was discussed. Enderson asked if Harris is proposing a 10.5% increase in the levee to which he said yes. Enderson asked for a better understanding of the capital outlay and fund balances before moving forward with setting the maximum levee.

There being no further business to come before the Council a motion was made by Carruth seconded by Maanum and carried unanimously to adjourn the Council meeting at 6:35 p.m.

Mayor

City Clerk

**BENSON CITY COUNCIL WORK SESSION
SEPTEMBER 5, 2023**

Members Present: Chris Carruth, Mark Schreck, Jack Evenson, Dan Enderson, Nancy Maanum

Members Absent: None

Also Present: Reed Anfinson and Jim Cromberg with WSB Engineering

Mayor Evenson stated the purpose of this work session today is to discuss the south industrial park study.

Cromberg introduced himself. He discussed the possibility of grant funds for the south industrial park development. He said there are funds from the Business Development Public Infrastructure (BDPI) which we could apply for to help in constructing an industrial park. The cap is \$2 million over 2 years, with a 50% match.

Cromberg provided several community examples of economic development.

There was discussion on how far out the Xcel dollars are invested. Cromberg said that is where the BDPI monies could help float the City until the investments come due.

Exhibit J

Body Camera Video 1 of July 16, 2026 Farmers' Market
Incident (Blurred in the Original; Redacted)

To be submitted via flash drive and also available at:
<https://bit.ly/4wgV8cR>

Exhibit K

Misdemeanor Citation issued July 16, 2026
(No. 76 02 2026000162)

CITATION

State of Minnesota			
Citation #: 76 02 2026000162		Sequential Citations ___ of ___	
County Name: Swift County			
Identification: ☒ DL ☐ DVS Web ☐ Photo ID ☐ FP ☐ Other			
DL Number K000118933200		☒ MN ☐ CDL State ___	
Name: First Middle Last Suffix Bryan Joseph Conwell			
Address - Street, Apt # [REDACTED]			
City Benson		State MN	Zip [REDACTED]
DOB [REDACTED]	Height 509	Weight 215	Eyes BLU Gender M
☐ Juvenile Court Offense. Circle One JTR, JPO, DEL	Parent or Guardian's Name: Relationship to Child: Address:		☐ Same address as juvenile
Veh. Lic. No.	Plate Year	State	Make Style ☐ 16+ pass. Color
Date of Offense 7/16/2026		Time of Offense 1549 hrs	
☐ Endangering Life or Property* *Court appearance required if checked		☐ Commercial Veh. ☐ Hazardous Mat (DOT) DOT# ___ #LBS Overweight: ___	
☐ Driver	☐ Owner	☐ Passenger	☒ Citee ☐ Parked
Offense Location 13th st / ATLANTIC AVE		Circle One: City/County/Township/Other Of: Benson	
Offense Description Trespass -refuse to leave	Statute/Ordinance 609.605.1(b)(3)	☐ 3rd Violation	PM,M,GM M
Offense Description	Statute/Ordinance	☐ 3rd Violation	PM,M,GM
Offense Description	Statute/Ordinance	☐ 3rd Violation	PM,M,GM
Offense Description	Statute/Ordinance	☐ 3rd Violation	PM,M,GM
Offense Description	Statute/Ordinance	☐ 3rd Violation	PM,M,GM
Offense Description	Statute/Ordinance	☐ 3rd Violation	PM,M,GM
Offense Description	Statute/Ordinance	☐ 3rd Violation	PM,M,GM
☐ AC Taken-AC: ___ Test Type: ☐ Breath ☐ Blood ☐ Urine ☐ Other ☐ Refused			
☐ Fingerprinted	☐ Defendant In Custody	Species/Number 0	Total Wildlife Restitution \$
If this is a payable citation, you must pay the amount owed or schedule an appearance within 30 days from the date the citation is filed with the court. See the back of this citation for more information.			
Officer(s) Name(s) Officer B. DeHaan		Officer No(s) 113	Prosecutor MN076021A
Controlling Agency (CAG) MN0760200	How Issued ☒ In Person ☐ Mailed ☐ Left at Scene	Date Issued 07/16/2026	
Agency Name: Benson Police Department		CN/ICR#: 26102376	

Version 2021.1

Exhibit L

Standing Camera Video of July 16, 2026 Farmers' Market
Incident (Blurred; Redacted)

To be submitted via flash drive and also available at:
<https://bit.ly/3RsWSim>

Exhibit M

Body Camera Video 2 of July 16, 2026 Farmers' Market
Incident (Blurred)

To be submitted via flash drive and also available at:
<https://bit.ly/3R5OPcV>

Exhibit N

Body Camera Video 3 of July 16, 2026 Farmers' Market
Incident (Blurred)

To be submitted via flash drive and also available at:
<https://bit.ly/4vGDpdO>

Exhibit O

Body Camera Video 4 of July 16, 2026 Farmers' Market
Incident (Blurred)

To be submitted via flash drive and also available at:
<https://bit.ly/3RHZtqp>