

IN THE UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF GEORGIA
ATLANTA DIVISION

AVID BOOKSHOP LLC,

Plaintiff,

v.

KEYBO TAYLOR, the Sheriff of
Gwinnett County, Georgia, and
BENJAMIN HAYNES, Jail Commander
of the Gwinnett County Jail, in their
official and individual capacities.

Defendants.

Civil Action File No.:
1:24-cv-1135-TRJ

JURY TRIAL DEMANDED

FIRST AMENDED COMPLAINT¹

Plaintiff Avid Bookshop LLC (“Avid”) brings this action for damages and for declaratory and injunctive relief against Defendants Keybo Taylor and Benjamin Haynes, individually and in their official capacities as, respectively, the Sheriff of Gwinnett County, Georgia and the Jail Commander of the Gwinnett County Jail (collectively, “Defendants”). In support thereof, Avid offers the

¹ On November 19, 2024, the Court dismissed Count I (First Amendment violation under *Turner v. Safley*) and Count II (Fourteenth Amendment unconstitutional vagueness) against Defendants Keybo Taylor and Benjamin Haynes in their individual capacities for monetary damages; Count II (First Amendment prior restraint); and Count III (First Amendment unconstitutional permitting scheme). Doc. 28. These Counts, the underlying facts, and related requests for relief are included in this First Amended Complaint solely to preserve appellate review and prevent waiver. Defendants have no need and are not expected to respond or further address these Counts and related requests for relief in answering this amended pleading, at summary judgment, or at trial.

following:

NATURE OF THE CASE

1. Avid is a community-based, independently-owned bookstore located in Athens, Georgia.

2. Avid sells books at its physical location and routinely ships book orders through the mail.

3. Avid's staff members are knowledgeable about current and historical local issues in Georgia that may be relevant to customers' reading interests and book choices.

4. Sometimes related to this knowledge of local issues and sometimes not, Avid staff members frequently make recommendations as part of the process of helping customers choose what book(s) to purchase. This recommendation process entails Avid staff members communicating their personal preferences, views, and opinions to customers.

5. Customers, in turn, engage in their own free expression by selecting what books to purchase either for themselves, or for Avid to ship to a friend or relative, including to residents at the Gwinnett County Jail ("the Jail").

6. Because of Avid's local community ties and its personalized services to customers, purchasing a book from Avid and having Avid mail it to a Jail resident does not convey the same message as ordering the book from an online

retailer such as Amazon or an impersonal publisher such as Penguin Random House to be mailed to the Jail.

7. The Gwinnett County Jail is located in Lawrenceville, Georgia and operated by the Gwinnett County Sheriff's Office under the leadership of Sheriff Keybo Taylor and Jail Commander Benjamin Haynes.²

8. Over the course of any given year, 35,000 to 37,000 individuals are incarcerated at the Gwinnett County Jail.³

9. Residents at the Jail are largely shut off from the outside world. Reading is one of few means available to them for education, self-improvement, and entertainment while they are incarcerated.

10. Avid sells a wide range of books, from best sellers to limited print runs, and its staff members are well-situated to make recommendations to friends or family members who are selecting and purchasing books for Avid to ship to Jail residents.

11. However, the Jail's Communications, Mail and Visitation Policy 13.A ("Policy 13.A"), attached as Exhibit A, states at paragraph V.I that books mailed to the Jail "will be accepted as long as they are mailed directly from the publisher or an authorized retailer" (hereinafter "Authorized Retailer Policy" or

² See <https://www.gwinnettcountysheriff.org/commandstaff>.

³ See <https://www.gwinnettcounty.com/web/gwinnett/departments/gwinnettcountysheriff>.

“the Policy”).

12. The terms “publisher” and “Authorized Retailer” are not defined by the Jail, nor does the Jail have any process or criteria for designating Authorized Retailers. Hence, the Jail would accept a self-published book by a convicted felon sold from his basement because he is the publisher, but as explained below, would not accept a book mailed by Avid, even if it never touched a customer’s hand, because Avid is not an Authorized Retailer.

13. Defendants represent that the only Authorized Retailers are Amazon, Barnes & Noble, and Books A Million, but this is not written down in any Jail or Gwinnett County policy, handbook, training material, or webpage.

14. Defendants represent that the Authorized Retailer Policy categorically excludes all physical bookstores, regardless of location, from being Authorized Retailers. This is purportedly to prevent associates of Jail residents from smuggling contraband and secretive communications inside of books shipped by physical bookstores to the Jail, although there is no evidence that this has ever occurred.

15. The Authorized Retailer Policy prevents Avid, a physical “brick and mortar” bookstore located approximately 40 miles from the Jail, from communicating with Jail residents by sending them books and prevents Jail residents from receiving such communications from Avid.

16. The Authorized Retailer Policy discriminates based on content and speaker identity because the Jail's Policy 13.A separately allows "religious organizations" – including physical bookstores of a religious nature – to send "religious printed material" such as softbound books to Jail residents, without requiring religious organizations to be publishers or Authorized Retailers.

17. The Authorized Retailer Policy violates the First Amendment because neither it, nor its' embedded content-based distinction from religious organizations, is reasonably related to the legitimate penological interests advanced by Defendants in defense of the Policy, and the Policy is an exaggerated response to the Jail's security objectives.

18. The Authorized Retailer Policy is also impermissibly vague in violation of the Fourteenth Amendment.

19. Avid requests that this Court declare the Jail's Authorized Retailer Policy unconstitutional and enjoin the Defendants from enforcing it, and that a jury award nominal and compensatory damages for the deprivation of Avid's constitutional rights.

PARTIES

20. Avid Bookshop LLC is a local, community-based bookstore located in Athens, Georgia.

21. Defendant Keybo Taylor is the Sheriff of Gwinnett County.

22. As the Georgia Sheriffs' Association acknowledges, "[o]perational responsibility for county jails is the sole responsibility of the sheriff."⁴

23. Sheriff Taylor is the final policy maker for the Jail and is responsible for approving, maintaining, enforcing, and applying its Authorized Retailer Policy.

24. Taylor is sued in his individual and official capacities. He is being sued in his official capacity for declaratory and injunctive relief only. At all relevant times, he has acted under color of state law.

25. Defendant Benjamin Haynes is the Jail Commander of the Gwinnett County Jail.

26. Haynes is responsible for, among other things, enforcing and applying policies approved and maintained by Defendant Taylor at the Gwinnett County Jail, including the Authorized Retailer Policy.

27. Haynes is being sued in his individual and official capacities. He is being sued in his official capacity for declaratory and injunctive relief only. At all relevant times, he has acted under color of state law.

JURISDICTION AND VENUE

28. Avid brings this action under the First and Fourteenth Amendments of the United States Constitution. The asserted claims present a federal question

⁴ See <https://georgiasheriffs.org/programs-services/jail-management/#:~:text=Operational%20responsibility%20for%20county%20jails,inmates%20housed%20in%20county%20jails.>

under 42 U.S.C. § 1983. This Court has jurisdiction under 28 U.S.C. §§ 1331, 1343, 2201, and 2202.

29. Venue is proper in the Northern District of Georgia under 28 U.S.C. § 1391(b) because a substantial part of the events giving rise to this claim occurred in this judicial district.

30. Venue is also proper in the Northern District of Georgia, Atlanta Division, under 28 U.S.C. § 1391(b) because the Gwinnett County Jail is located at 2900 University Parkway in Lawrenceville, Georgia 30043, which is within the geographic boundary lines of this judicial district and division.

FACTUAL ALLEGATIONS

Nature of Avid's Business and Expression

31. Avid's mission is not merely to sell books, but to "stand[] up for human rights, equality, and the freedom to read."⁵

32. Avid "firmly believe[s] that books change readers' lives for the better, and that belief influences everything we do at Avid Bookshop, from our curated collection to our events calendar to the books we put in customers' hands."⁶

33. Avid intentionally curates its book inventory to support its mission of

⁵ Avid Bookshop, *About Us*, available at <https://www.avidbookshop.com/about-us> (last visited May 12, 2025).

⁶ *Id.*

“amplify[ing] underrepresented voices” and “provid[ing] a selection that celebrates diversity and condemns injustice.”⁷

34. Avid also organizes community events, such as author readings and book clubs.

35. Avid additionally publishes newsletters and book reviews, some of which appear in the public-facing *The Southern Bookseller Review*.

36. Avid staff members provide a personalized service that involves expressing their preferences, views, and opinions in helping customers select which books to purchase and then putting those books in the hands of the intended recipient.

37. This includes making recommendations for customers wishing to send books to residents at the Gwinnett County Jail and then providing the selected books to the Jail resident.

38. Avid customers, in turn, engage in free expression by selecting what books to purchase either for themselves or for Avid to ship to a friend or relative, including to residents at the Gwinnett County Jail.

39. Avid has a protected liberty and speech interest in communicating with residents at the Gwinnett County Jail, not just by making book recommendations

⁷ Avid Bookshop, *Mission*, available at <https://www.avidbookshop.com/mission> (last visited May 12, 2025).

or ordering books to be delivered to Jail residents by third parties, but by directly sending them books.

40. The residents of the Jail, in turn, have a protected liberty and speech interest in receiving books from Avid.

41. When shipping a book to a resident at the Gwinnett County Jail, Avid packages and ships a new copy of the book after visually inspecting it to insure it is in excellent condition and has not been tampered with or damaged. Only Avid employees have contact with the selected book(s) before shipment.

Avid's Attempts to Mail Books to the Gwinnett County Jail

Tina Ridley

42. On May 15, 2023, customer Tina Ridley purchased three books from Avid to send to Gwinnett County Jail resident James Bryant III.

43. Ms. Ridley purchased one of the books based on an Avid staff member's suggestion.

44. Ms. Ridley mailed the books to the Gwinnett County Jail herself in a package that also contained a postcard addressed to Mr. Bryant on which Ms. Ridley had written: "Jimmy! Not sure this will make it to you. I was in Athens so supported Avid Books. Was fun choosing reading material for you. I hope you haven't read Jeopardy one [referring to the book "Alex Trebek: The Answer Is . . ." that Tina's shipment included]. It's getting warmer but still a breeze blowing at

my house. Sure your pups miss you! Let me know immediately when you are released. Hang in there, buddy! Love, Tina.”

45. None of the content of Ms. Ridley’s message written on the postcard was prohibited under the Jail’s Policy 13.A from entering the Jail.

46. The Jail rejected Ms. Ridley’s shipment of books and returned them to Ms. Ridley with a Returned Mail Notification Form (“the Form”). *See* Exhibit B.

47. There was no indication on the Form that the inclusion of the postcard was the Jail’s reason for rejecting the package. The Form did not reference the postcard at all. The Form indicated only that the package was rejected for not being sent from a publisher or Authorized Retailer.

48. On July 7, 2023, on behalf of Ms. Ridley, Avid operations manager Luis Correa mailed a package to Mr. Bryant at the Gwinnett County Jail containing brand new copies of the same three books, all paperback, that Ms. Ridley had unsuccessfully tried to mail to Mr. Bryan herself. *See* Exhibit C.

49. Mr. Correa had received the three books directly from Avid’s warehouse and packaged them himself. Mr. Correa was the only individual to handle these three books in the store.

50. Mr. Correa took care to follow the Jail’s Authorized Retailer Policy which requires all packages containing books to “have a packing slip or receipt

stating what is in the package.”⁸

51. Accordingly, the package Mr. Correa shipped included a packing list and receipt stating what books were in the package. *See* Exhibit C.

52. The package Mr. Correa sent was returned on July 11, 2023, with the justification that they were not sent from an Authorized Retailer and the code “ATW 7-5-23.” *See* Exhibit D. There was no explanation of what that code meant.

Dan Matthews

53. On May 9, 2023, customer Dan Matthews purchased three books at Avid and independently mailed them to recipient James Bryant III at the Gwinnett County Jail.

54. The package Mr. Matthews sent was rejected and returned to him by the Gwinnett County Jail’s mailroom.

55. On May 18, 2023, Mr. Matthews returned to Avid with the rejected package and requested that Avid mail two of the books to the Jail on his behalf.

56. Mr. Correa, operations manager at Avid, mailed new paperback copies of the two books to the Jail, along with a packing list and receipt.

57. On May 19, 2023, Mr. Matthews returned to Avid again to request that

⁸See

<https://www.gwinnettcountry.com/web/gwinnett/departments/gwinnettcountrysheriff/organization/operationsbureau/jailoperationsdivision/jailadministrationsection#:~:text=Mail%20Policy,can%20be%20plain%20or%20pictured> (scroll down to “Non-Local Newspapers, Magazines, and Books”).

Avid mail the third book, on his behalf, to the Jail.

58. Mr. Correa mailed a new paperback copy of the third book to the Jail, along with a packing list and receipt.

59. Avid received back both packages it had sent to Mr. Bryant on Mr. Matthews' behalf. The reason for the rejections, as stated by stickers placed on each package, was that the books were "[n]ot sent from publisher/authorized retailer." *See Exhibit E.*

Avid's Communications with Jail Officials

60. On May 31, 2023, Avid operations manager Luis Correa called the Gwinnett County Jail to inquire why the Jail had rejected the packages from Avid containing the books purchased by Mr. Matthews.

61. On the call, Mr. Correa spoke with Jail Deputy Andaloro who stated that Avid was unable to become an Authorized Retailer pursuant to the Jail's Policy for shipment of books.

62. Deputy Andaloro stated that because Avid was a local bookstore, friends and relatives could enter the bookstore and place contraband inside the books that were sent to the Jail.

63. Deputy Andaloro stated that the Jail only accepts book packages from Amazon and Barnes & Noble, "but even Barnes & Noble, we've been having problems with them."

64. When Mr. Correa asked to speak to Deputy Andaloro's supervisor, Deputy Andaloro stated that his supervisor had tasked him with explaining the Authorized Retailer Policy, implying the supervisor was not willing to speak with Mr. Correa.

65. On June 23, 2023, counsel for Avid sent a letter seeking to appeal the Jail's rejection of its book shipments to Jail resident James Bryant III.

66. Dan W. Mayfield, General Counsel for the Gwinnett County Sheriff's Office, replied via email, stating:

Residents can receive books if they come from one of our approved suppliers. This is to ensure that associates of the residents cannot soak pages in drugs or otherwise create safety issues. We cannot approve bookstores, like Avid, that are open to the public.

67. The Jail does, however, accept books sent from Barnes & Noble which has approximately 20 physical bookstores in Georgia that are open to the public.

68. The Jail also accepts books sent from Books A Million that has at least nine physical bookstores in Georgia that are open to the public, including one in the same town (Lawrenceville, Georgia) as the Gwinnett County Jail.

69. During the applicability of the Authorized Retailer Policy, Amazon had physical bookstores, including in Georgia.

70. Mr. Mayfield's email referenced the postcard that Tina Ridley had included in her own mailing to Mr. Bryant, misattributing the postcard as having

been included in one of Avid's book shipments.

The Jail's Authorized Retailer Policy

71. The Jail's Authorized Retailer Policy contained in Policy 13.A, is summarized on Gwinnett County's official website as follows:

Magazines/non-local newspaper subscriptions and books will be accepted as long as they are mailed directly from the publisher or authorized retailer.

***We DO NOT accept packages from EBAY or Amazon independent sellers.**

Hardbound books (including pamphlets and booklets) will not be accepted.

All packages received for inmates by US mail or UPS containing books, newspapers, or magazines must be PRE-PAID. They must have a packing slip or receipt stating what is in the package. Any packages that do not have these slips or contain contraband items will be returned at the sender's expense.

Books and magazines must not exceed 8 - 11 inches in size, four pounds in weight, and must not exceed a quantity of four books and/or magazines in one shipment.

Exhibit F.⁹

72. Defendant Sheriff Keybo Taylor is responsible for approving,

⁹Also located at:

<https://www.gwinnettcountry.com/web/gwinnett/departments/gwinnettcountrysheriff/organization/operationsbureau/jailoperationsdivision/jailadministrationsection#:~:text=Mail%20Policy,can%20be%20plain%20or%20pictured> (scroll down to "Non-Local Newspapers, Magazines, and Books").

maintaining, enforcing, and applying the Jail's policies, including Policy 13.A and the Authorized Retailer Policy.

73. Defendant Jail Commander Benjamin Haynes, as the top-ranking official in the Sheriff's Jail Division, is responsible for enforcing and applying the Jail's policies that are approved and maintained by Defendant Taylor, including Policy 13.A and the Authorized Retailer Policy.

74. Defendants interpret and apply Policy 13.A to blanketly ban physical bookstores, regardless of their location, from mailing books to the Jail under the rationale that this ban reduces the risk of contraband (e.g., drugs, weapon, pornography) or secretive communications entering the Jail compared to books mailed by online retailers like Amazon, Barnes & Noble, and Books A Million that have national logistics operations.

75. Defendants maintain that therefore Amazon, Barnes & Noble, and Books A Million are and have been the only Authorized Retailers allowed to send books to the Jail, although this is not written down in any Jail or Gwinnett County policy, handbook, training material, or webpage and Jail records from 2025-2023, 2020 and 2013 show that books sent from numerous other retailers have been accepted by the Jail and delivered to residents.

76. Defendants have not produced evidence of contraband or secretive communications being smuggled inside books mailed from any physical bookstore

to the Jail.

77. Defendants have, however, produced evidence of contraband being smuggled in books shipped by Barnes & Noble and by Amazon to other carceral facilities. The Jail continues to accept book shipments from both Barnes & Noble and Amazon.

No Definitions, Process, or Criteria Exist for Implementing and Enforcing the Content-Discriminatory Authorized Retailer Policy

78. The term “publisher” is not defined for purposes of the Authorized Retailer Policy.

79. Nowhere is it explained how a publisher who sells books directly to readers is any different than a book retailer, even though under the Authorized Retailer Policy, the retailer has to be “authorized” in order to send books to the Jail but the publisher does not.

80. Defendants admit there is no process or criteria for designating Authorized Retailers.

81. Neither the Jail’s Authorized Retailer Policy, nor any other Jail policy, handbook, training material or webpage:

- a. identifies who the Jail has designated to be Authorized Retailers,
- b. contains any guidelines or standards for designating Authorized Retailers,

- c. sets forth any process for applying to become an Authorized Retailer, nor
- d. provides any process for appealing being denied Authorized Retailer status.

82. Under Policy 13.A, paragraph V.O, “[r]eligious printed material (pamphlets, booklets, etc.) addressed to an inmate from a religious organization will be accepted,” with no requirement that a religious organization be deemed a publisher or Authorized Retailer.

83. The Jail accepts books sent by religious organizations that have physical locations accessible to the associates of Jail residents, including physical religious bookstores.

Proposed Alternatives Are Inadequate

84. Gwinnett County’s General Counsel Dan Mayfield’s June 2023 email to Avid’s counsel states:

Avid can order books from publishers for direct shipment to the jail residents. We are pleased to say that we are providing tablets to our residents that include more than 50,000 free e-books. Additional books can be approved by staff and added to the list.

85. It is not a reasonable substitute for Avid to order books from publishers to be shipped to residents at the Jail.

86. Receiving a book from a large, impersonal publisher such as Penguin

Random House, W.W. Norton, or Simon & Schuster conveys a different message than receiving the same book from a local community bookstore like Avid.

87. Ordering books from publishers to be shipped to residents at the Jail would require Avid to disclose Jail residents' identity (and the fact that they are incarcerated) to third party publishers without Jail residents' consent.

88. Avid also cannot vouch for the accuracy and quality of materials that are shipped directly by a publisher to a recipient. In Avid's experience, publishers frequently ship the wrong book or damaged versions of the correct book.

89. There is no appreciable increase in security between a publisher's employee packaging and shipping a new book to a Jail resident and an Avid employee packaging and shipping a new book to the Jail. The small number of Avid employees (typically one or two) who do the shipping and Avid's interest in preserving its ability to ship books to Jail residents weigh in favor of Avid being an equally if not more trustworthy book seller than a large publisher with many anonymous employees.

90. Additionally, because "publisher" is undefined for purposes of the Authorized Retailer Policy, an author who self-publishes could be fulfilling online orders from their personal home. This presents far more opportunity for book tampering than if an employee of a known and reputable bookstore such as Avid ships a new book from the bookstore.

91. E-books are also not a reasonable substitute for Avid's communicating with Jail residents by directly shipping books to them. None of the books Avid attempted to mail to the Jail in 2023 were available through the Jail's e-book vendor.

92. Even if the curated and often limited print run books that Avid carries were to be available as e-books (and often they are not), a Jail resident would have to know about the particular book title to be able to access it.

93. Moreover, an integral part of Avid's communication in shipping books to Jail residents is not just providing them with a recommended or suggested book title but actually putting the physical book selected for them by a friend or family member in their hands.

94. That expressive communication is lost if the task falls to Jail residents to access a book title for themselves via e-books or by ordering the book themselves from a publisher or Authorized Retailer.

CAUSES OF ACTION¹⁰

COUNT I

*Authorized Retailer Policy
Violates the First Amendment
under 42 U.S.C. § 1983*

95. Avid is a retailer engaged in selling books.

¹⁰ See footnote 1 above regarding Counts I and IV have been dismissed by the Court as against Defendants in their individual capacities for money damages, while Counts II and III have been dismissed in their entirety. These counts and related requests for relief are re-pled solely to preserve appellate review and prevent waiver. Defendants are not expected to respond further.

96. Avid, like online booksellers such as Amazon, has the ability to ship books directly to Jail residents with no member of the public first handling the book; only Avid employees have access to the book before it is mailed.

97. Avid has a protected First Amendment interest in communicating with residents at the Jail by mailing books to them. This protected interest includes not only Avid's right to communicate on its own behalf, but Avid's right to act as the intermediary who communicates the expressive choice of the Jail resident's friend or family member who selected and purchased the book(s) for Avid to mail to the resident.

98. Jail residents, in turn, have a protected First Amendment interest in receiving communications from Avid, and indirectly from friends and family members, in the form of book shipments from Avid.

99. The Jail's Authorized Retailer Policy, as approved, maintained, enforced, and applied under the direction and authority of Sheriff Taylor and Jail Commander Haynes, only permits book shipments from publishers and Authorized Retailers. *See* Exhibit A.

100. Under the direction and authority of Sheriff Taylor and Jail Commander Haynes, the Jail's Authorized Retailer Policy is being applied and enforced to bar community-based, "brick and mortar" bookstores like Avid that are open to the public from becoming an Authorized Retailer, meaning Avid may not

communicate with residents at the Jail by sending them books.

101. Indeed, this was exactly Avid’s experience. Each time Avid tried to communicate with a resident at the Jail by mailing him books, the book shipment was rejected by the Jail as “[n]ot sent from publisher/authorized retailer.” *See* Exhibits D and E.

102. “[R]estrictive prison regulations are permissible only if they are ‘reasonably related’ to legitimate penological interests,’ and are not an ‘exaggerated response’ to such objectives.” *Beard v. Banks*, 548 U.S. 521, 528 (2006) (quoting *Turner v. Safley*, 482 U.S. 78 (1987)).

103. The Jail’s Authorized Retailer Policy is not reasonably related to a legitimate penological interest. There is no logical connection between the Jail’s security concerns and its decision to allow publishers and certain book sellers, such as Amazon, Barnes & Noble, and Books A Million (two of which have physical bookstores open to the public; and two of which have shipped books to carceral facilities containing contraband), to be Authorized Retailers, while disallowing community-based, physical book stores from being so-designated.

104. Because Avid can mail new books to Jail residents without any member of the public having had access to the books, book shipments from Avid do not pose a heightened risk of contraband or secretive communications being smuggled into the Jail as compared to book shipments from an Amazon warehouse, a

publisher's warehouse, or a large bookstore chain like Barnes & Noble or Books A Million.

105. Moreover, application of the Authorized Retailer Policy to categorically ban an entire class of book sellers (i.e., “brick and mortar” community book sellers that are open to the public) from communicating with Jail residents is an exaggerated response to any concern of potentially smuggled contraband. This is evidenced by the Jail’s failure to produce evidence of contraband ever being found inside a book mailed to the Jail by a “brick and mortar” community bookstore.

106. Less restrictive alternatives could satisfy the Jail’s security objectives. For example, the Jail could require that bookstores with physical locations ship new books that have only been handled by the book store’s staff – as Avid does – rather than blanketly banning all shipments from physical bookstores.

107. Moreover, Avid seeks to communicate with Jail residents by mailing books to them, often that have been selected by their friends and family. This is a materially different type of communication than merely recommending a book to a Jail resident over the phone or via email.

108. So long as book shipments from Avid are categorically rejected by the Jail, Avid has no alternative means by which to exercise its First Amendment right to directly send them books.

109. The proposed alternatives of e-books, or of Avid ordering books from publishers to be shipped to Jail residents, are not reasonable substitutes.

110. Accommodating Avid's First Amendment rights will not have a detrimental impact on the Jail's employees or on other individuals at the Jail who still must open and screen all book shipments coming into the Jail, regardless of the identity of the sender.

111. The onus for complying with any procedural requirements for "brick and mortar" book stores -- such as sending new books that have only been handled by the book store's staff -- could reasonably be placed on the book store. For instance, the Jail could require book stores to print out a compliance form from the County's website, sign it, and include it with any book shipment sent to the Jail.

112. These plausible "ready" alternative regulations to the Jail's current Authorized Retailer Policy would allow Avid to exercise its First Amendment rights to send books directly to Jail residents, both on its own behalf and as an intermediary for Jail residents' friends and family members, without requiring the Jail to expend significant additional resources and while still satisfying the Jail's security objectives.

113. These plausible "ready" alternatives further demonstrate that the Jail's current Authorized Retailer Policy as applied to Avid is an exaggerated response that is not reasonably related to legitimate penological interests given Avid's

ability to ship new books that have not been handled by members of the public is equal to, if not greater than, that of Amazon, Barnes & Noble, Books A Million, or a publisher.

114. The Authorized Retailer Policy included in Policy 13.A also reflects a content-based distinction because Policy 13.A separately provides that the Jail “will” accept religious materials, which includes books, sent by “religious organizations” without requiring the organizations to be publishers or designated as Authorized Retailers.

115. Content-based restrictions in the carceral setting are only permitted if they are “neutral” in the sense that they “further an important or substantial governmental interest unrelated to the suppression of expression.” *Thornburgh v. Abbott*, 490 U.S. 401, 415-16 (1989). *Accord Pesci v. Budz*, 935 F.3d 1159, 1173 (11th Cir. 2019). Such “neutral” restrictions usually involve restricting content deemed to undermine jail security such as procedures for constructing weapons, descriptions of methods of escape, or instructions for manufacturing drugs or alcohol. *See, e.g., Thornburgh*, 490 U.S. at 405 n.5.

116. No such security purpose is served by Defendants’ content-based distinction between physical bookstores and religious organizations. Like bookstores, religious organizations often have physical locations open to the public or accessible to associates of Jail residents. This includes, for example, religious

bookstores or houses of worship in Jail residents' home communities – both of which the Jail has accepted books from.

117. Therefore, under Defendants' rationale for the Authorized Retailer Policy, books sent from religious organizations present similar risk of smuggled contraband or secretive communications as books sent from "brick and mortar" bookstores. But there is no requirement that the religious organization be a publisher or designated as an Authorized Retailer.

118. This content-based restriction baked into Policy 13.A (i.e., non-religious bookstores have to be Authorized Retailers to mail books to the Jail, but religious organizations wishing to mail books to the Jail do not) fails to serve the Jail's asserted interest in reducing chances of contraband or secretive communications entering the Jail.

119. Defendant's content-based distinction between book stores and religious organizations is therefore not "neutral" because it is not reasonably related to the penological purpose advanced by the Jail for its Authorized Retailer Policy. *See Turner v. Safley*, 482 U.S. 78, 89-90 (1987) ("We have found it important to inquire whether prison regulations restricting inmates' First Amendment rights operated in a neutral fashion, *without regard to the content of the expression.*") (emphasis added).

COUNT II

Prior Restraint

*Violation of the First Amendment
under 42 U.S.C. 1983*

120. The Jail’s Authorized Retailer Policy, as applied under the direction and authority of Sheriff Taylor and Jail Commander Haynes, categorically excludes physical bookstores from being approved as Authorized Retailers who are allowed to ship books to residents of the Jail.

121. The Policy, as applied, therefore operates as a ban and a prior restraint on Avid, a community-based “brick and mortar” bookstore, being allowed to communicate with Jail residents by sending them books. *See Guajardo v. Estelle*, 580 F.2d 748, 754–55 (5th Cir. 1978) (analyzing as a prior restraint a corrections department rule requiring prior departmental approval before correspondence is allowed with an inmate); *see also Wright v. City of St. Petersburg, Fla.*, 833 F.3d 1291, 1299 (11th Cir. 2016) (recognizing that requiring a license in order for one to be allowed to exercise one’s First Amendment freedoms is a type of prior restraint).

122. Any prior restraint on expression carries a presumption against its constitutional validity. *See Nebraska Press Association v. Stuart*, 427 U.S. 539 (1976); *New York Times v. United States*, 403 U.S. 713 (1971); *Wright v. City of St. Petersburg, Fla.*, 833 F.3d 1291, 1299 (11th Cir. 2016).

123. Prior restraint under the Jail’s Authorized Retailer Policy on Avid’s

ability to mail books to Jail residents violates the First Amendment because it is not reasonably related to legitimate penological interests and is an exaggerated response to the Jail's security objectives.

COUNT III

*Unconstitutional Permitting Scheme
Violation of the First Amendment
under 42 U.S.C. 1983*

124. The Jail's Authorized Retailer Policy, which is approved, maintained, enforced, and applied under the direction and authority of Sheriff Taylor and Jail Commander Haynes, functions as a permitting system because it allows only certain book sellers of whom the Jail approves to communicate with Jail residents by mailing them books.

125. "Permitting ordinances . . . are classic examples of prior restraints . . . Without a permit or license, the would-be speaker subject to the prior restraint cannot legally engage in the speech that the permit or license authorizes." *Barrett v. Walker County School District*, 872 F.3d 1209, 1223 (11th Cir. 2017).

126. Here, Avid is being denied Authorized Retailer status (i.e., is being denied a permit to communicate with Jail residents by mailing them books) because it is a physical bookstore that is open to the public.

127. Consequently, the Authorized Retailer Policy operates as an unconstitutional prior restraint on Avid's speech.

128. Additionally, unbridled discretion in violation of the First Amendment

exists where “[a]n official can grant or deny a permit for any reason she wishes.”

Id. at 1221.

129. Here, the Authorized Retailer Policy contains no criteria or standards for designating book sellers as Authorized Retailers. This, in turn, allows Jail officials to grant or deny Authorized Retailer status for any reason they wish in violation of the First Amendment. *See Forsyth Cty. v. Nationalist Movement*, 505 U.S. 123, 131 (1992) (to pass constitutional muster “a law subjecting the exercise of First Amendment freedoms to the prior restraint of a license must contain narrow, objective, and definite standards to guide the licensing authority”) (internal quotations omitted).

COUNT IV

Unconstitutional Vagueness Violation of the Fourteenth Amendment Under 42 U.S.C. § 1983

130. The Gwinnett County Jail’s Policy 13.A, which includes the Authorized Retailer Policy, is approved, maintained, enforced, and applied under the direction and authority of Sheriff Taylor and Jail Commander Haynes.

131. No process, criteria, or standards exist for designating Authorized Retailers who, along with publishers, are allowed under the Authorized Retailer Policy to exercise their First Amendment right to communicate with Jail residents by mailing them books. *See Exhibit A.*

132. For purposes of the Policy, the term “publisher” is not defined. Nor is

it explained how a publisher who sells books directly to readers is any different than a book retailer, even though only the latter has to be “authorized” to send books to the Jail under the Authorized Retailer Policy.

133. Restrictions on protected speech are subject to a heightened vagueness standard. *Brown v. Entertainment Merchants Ass’n*, 564 U.S. 786, 793 (2011).

134. A government enactment “can be impermissibly vague . . . if it authorizes or even encourages arbitrary and discriminatory enforcement.” *Hill v. Colorado*, 530 U.S. 703, 732 (2000).

135. Because there are no criteria or standards under the Jail’s Authorized Retailer Policy for defining publishers or designating “Authorized Retailers,” “there is the possibility if not likelihood that the jail is resolving such matters on an ad hoc and subjective basis.” *Prison Legal News v. Babeu*, 933 F. Supp. 2d 1188, 1202 (D.Ariz, 2013).

136. In other words, the lack of announced criteria or standards allows for arbitrary and potentially discriminatory or even viewpoint-based application of the Authorized Retailer Policy to restrict the First Amendment right of book sellers to communicate with Jail residents.

137. The Authorized Retailer Policy is therefore unconstitutionally vague in violation of the Fourteenth Amendment and should be enjoined from enforcement. *See United States v. Williams*, 553 U.S. 285, 304-06 (2008) (a

government enactment may be considered vague and therefore facially invalid when it is “unclear whether it regulates a substantial amount of protected speech,” since such provisions rely on “wholly subjective judgments” and invite discriminatory enforcement).

REQUEST FOR RELIEF

Based on the foregoing factual and legal pleadings, Avid respectfully requests that this Court:

- a. Issue a declaratory judgment that the Gwinnett County Jail’s Authorized Retailer Policy violates the First and Fourteenth Amendments of the United States Constitution;
- b. Enjoin enforcement of the Authorized Retailer Policy;
- c. Award nominal and compensatory damages for the violation of Avid’s constitutional rights in an amount to be determined by a reasonable jury;
- d. Award pre- and post-judgment interest;
- e. Award court costs and attorney’s fees under 42 U.S.C. § 1988 and 28 U.S.C. § 1920; and
- f. Order such relief as the Court deems just and equitable

Respectfully submitted this this 22nd day of August, 2025.

[Signatures on next page]

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Counsel for Plaintiff Avid Bookshop

Exhibit A

 Gwinnett County Sheriff's Office Jail Division			
Chapter 13	Communications, Mail and Visitation	Pages	6
Policy Number	13.A	Related Standards	4-ALDF-5B-(05-10)
Chapter Topic	Inmate Mail/Email Procedures		
Effective Date		Revision Date	07 May 2019

I. PURPOSE

This policy establishes procedures for inmate access to email and the processing of incoming and outgoing correspondence for inmates of the Gwinnett County Jail.

II. APPLICABILITY

This policy applies to all inmates and staff members responsible using and monitoring inmate email, and for the inspection, collection and distribution of inmates' incoming and outgoing mailed correspondence.

III. DEFINITIONS

Censor - Deletion of any communication or part thereof where facility staff determine it may endanger the facility's security and good order

Correspondence – Written communication to or from inmates

Indigent Inmate - An inmate with no funds or source of income

Legal Correspondence - Communication between inmates and government officials, court officials, attorneys or consulate representatives

IV. POLICY

Inmates shall be allowed to email and receive or send mailed correspondence in accordance with all applicable statutes and facility regulations unless the safety or security of the institution, staff, visitors, or other detainees would be jeopardized by such communication.

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V. **GENERAL PROCEDURES**

- A. Inmates have access to email through the kiosks in each housing unit. Email content shall comply with the same rules as regular mail. All incoming and outgoing messages except legal correspondence are subject to review, censorship, or rejection by the jail. No email content may be printed on county printers.
- B. All incoming mail except legal mail or money orders must be in the form of a metered/stamped postcard (minimum size: 3.5 Inches by 4.25 inches; maximum size: 4.25 inches by 6 inches). It must be written in black or blue ink only. Postcards must have the sender's name and complete return address. They can be plain or pictured.
- C. Postcards characterized by any of the following will not be accepted:
 - 1. Defaced or altered
 - 2. Plastic or wrapped
 - 3. Marked with paint, crayon, or marker
 - 4. Any type of labels or stickers
 - 5. Watermarks or stains
 - 6. Biohazards including perfume or lipstick
 - 7. Depicting nudity, weapons, or gang references
 - 8. Oversized
 - 9. Written in code

Unacceptable postcards will be returned.
- D. With the exception of legal correspondence or money orders, mail contained within an envelope will not be accepted. Upon request by the sender, the administration section commander may consider a special exception to allow other documents (but not letters) to be mailed to an inmate if the administration section commander determines that mailing such documents does not compromise jail security or operations.
- E. Photographs contained in an envelope will not be accepted. The acceptance of photographic images in a postcard form is authorized (provided they are mailed in as a postcard).
- F. If the volume of correspondence being sent by an inmate disrupts the orderly operation of a housing unit, the operations section commander, administrative section commander or higher authority may limit the inmate's correspondence privileges. The inmate will be notified in writing if any such limitations are imposed.

- G. Inmates are permitted to mail sealed letters to addressees outside the jail facility. The inmate's full name, inmate identification number and complete facility mailing address must be written in ink or pencil on the outside of the envelope.

The envelope cannot have any drawings, writings, graffiti or additional markings on the outside. If the envelope does not conform to this rule, it will not be accepted by the housing unit deputy for mailing.

- H. Local newspapers will not be accepted.
- I. Non-local newspapers, magazine subscriptions and books will be accepted as long as they are mailed directly from the publisher or an authorized retailer. Family members are not permitted to mail or deliver reading material to the facility for an inmate. Staples and other perceived metal will be removed from all mail before it is delivered to inmates.
- J. Hardbound books including hardbound booklets and pamphlets will not be accepted.
- K. Inmates in special management units including segregation units can write and receive correspondence on the same basis as inmates in general population.
- L. Excluding Sundays, holidays and emergency situations, incoming and outgoing correspondence are held for no more than 24 hours. Packages will be delivered in a timely manner.
- M. Upon written request, indigent inmates will receive sufficient postage and stationery to maintain family and community ties and for legal correspondence.
- N. Inmates shall be notified in writing when incoming mail has been confiscated or returned based on facility regulations. An inmate that is dissatisfied with a decision to confiscate or return a mail item or package can grieve that decision per the grievance procedure.
- O. Religious printed material (pamphlets, booklets, etc.) addressed to an inmate from a religious organization will be accepted. Correspondence accompanying the religious printed material is subject to the same rules in this section for regular correspondence. Religious material received from family members will not be accepted unless specifically approved by the Sheriff, Jail Administrator, or designee.

If the volume of religious material in an inmate's possession disrupts the orderly operation of a housing unit, the operations section commander, administrative section commander or higher authority may impose limitations. The inmate will

be notified in writing if limitations are imposed.

- P. All unacceptable items will be returned.

VI. Outgoing Mail

- A. Outgoing mail shall be collected by the unit deputy at the end of each shift. Collected mail shall be deposited in the designated inmate mail drop off area. Outgoing mail shall not be held for more than 24 hours.
- B. Outgoing mail will be intercepted if staff members receive credible information that a letter may contain information that would jeopardize the security of the facility, staff or the general public.
- C. Inmate to inmate mail must be on a metered post card.
- D. The inmate's full name, inmate identification number and complete mailing address of the Gwinnett County Jail must be written in ink or pencil on the envelope or metered post card of all outgoing mail.

Envelopes or metered post cards cannot have any drawings, graffiti or additional markings. Outgoing correspondence that does not comply with this policy will not be accepted by the unit deputy for mailing.

- E. Excluding legal correspondence, all outgoing mail may be inspected and reviewed to determine if the safety and security of the facility is threatened.

VII. Incoming Mail

- A. Incoming mail will be delivered to the housing units within 24 hours of receipt except for Sundays and holidays.
- B. Incoming mail shall be delivered to the addressee only. Mail shall be retained by the unit deputy if the inmate is temporarily out of the housing unit. If the inmate is no longer incarcerated in the Gwinnett County Jail, deputies shall write "ATW" on the correspondence and place it in the designated inmate mail drop off area at the end of shift.
- C. Mail addressed to an inmate who has been transferred or released from the Gwinnett County Jail will be returned to the sender within 48 hours of receipt.
- D. All incoming mail must contain the sender's name and complete return address. Mail received without the sender's name or with an incomplete return address will be returned to the post office.

- E. All unacceptable items that contain a name and return address will be returned to the sender, along with an explanation, as set out in Section XI, of how to appeal the decision to not accept the item.
- F. The mailroom supervisor and/or Inmate Services supervisor shall ensure all returned mail is logged with the inmate's name, and the sender's name and address. The logs shall be stored electronically and kept for an indefinite time period.

VIII. Legal Correspondence

- A. For incoming mail to be processed as legal mail, it shall be clearly marked as being sent from an attorney, court official, government official or consulate.
- B. Legal mail shall be delivered to the inmate unopened.
- C. All legal mail shall be opened and inspected in the inmate's presence. When inspecting legal mail, the unit deputy shall check the legal documents to ensure contraband has not been concealed in the envelope. The inspection of all legal documents shall be conducted in the inmate's presence. Staff members shall not read or censor inmates' legal correspondence.
- D. During normal business hours, attorneys may deliver legal documents to the mail room. Mail room staff will ensure the delivery of all legal correspondence to inmates as soon as practical.

After business hours, attorneys are permitted to personally deliver legal documents to an inmate as long as they comply with all security procedures. Following an attorney visit, the unit deputy shall inspect all documents delivered directly to the inmate by the attorney.

IX. Restricted Material

Publications that contain the following are restricted and will not be delivered to inmates:

- A. Material describing, depicting or advocating disruption or violence in the facility;
- B. Materials written in code;
- C. Sexually explicit material;
- D. Material that advocates racial or religious hatred or creates a threat of violence;

- E. Material that encourages or instructs in the commission of any criminal offense;
- F. Material that jeopardizes the security and safety of the inmates, staff, facility or the general public.

X. Money

The only acceptable forms of currency are money orders from the US Postal Service or Western Union. Cash will not be accepted.

Money orders accepted through the mail must be contained in a white envelope. The inmate's name and identification number must be written on the money order. Envelopes must be clearly marked on the outside, "For Deposit Only". If not, they will be returned to sender. If letters or photographs are contained in the envelope, it will be rejected.

XI. Appeal

If an item (e.g., letter, post card, newspaper) or package is not accepted, the rejected material will be returned to the sender or, if there is no return address, back to the post office. The author/sender can appeal the decision to not accept an item to the mailroom supervisor at (770) 619-6594 within 30 days of receipt of the returned item. If a package is not accepted the sender can appeal the decision to not accept the package to the Inmate Services supervisor at (770) 619-6485 within 30 days of receipt of the returned package. Appeals received after 30 days will not be considered. The mailroom supervisor and the Inmate Services supervisor cannot make the initial decision to not accept an item or package. They will only hear appeals of the initial decision. The sender of a rejected item or package will be notified of his/her right to appeal by the use of a sticker affixed to the returned item or package. The sticker will notify the sender of the reason the item or package was returned, and inform the sender that he/she can call the applicable number listed above, or visit the Sheriff's Office website, to appeal the decision.

Exhibit B

GWINNETT COUNTY SHERIFF'S OFFICE

RETURNED MAIL NOTIFICATION

Bryant, Jamps 99141062 1C-201B
 INMATE NAME INMATE ID HOUSING UNIT

Mail (Package/Magazine) addressed to you was received from:

Name: Aina Ridley

Address:

The item(s) has/have been returned to the Sender for the following reason(s):

☐ Sexually Explicit Photos

☐ No receipt/invoice/packing slip

☐ Hard Cover Books

☒ Not from publisher/authorized

Retailer 4th Answer IS Alex Preber
Just Mercy

☐ Sexually graphic content and/or
 content that violates policy

☐ Other TELL ME HOW IT ENDS

DA 501698
 Inmate Services

5/22/23
 Date

Be advised that if your book was rejected for "unacceptable content", "sexually graphic" or "advocates racial/religious hatred" content, that the book may already be in the facility. If this is the case, incoming books are scanned, but cannot be read cover-to-cover. Therefore, content may have gotten through until the offending material was discovered. Once discovered, the book is no longer permitted and will be returned. Please refer to your Inmate Handbook for content that is not permitted. Additionally, we are not responsible for the amount of time it takes for the book to arrive at its destination or the time it takes for the refund. The date on this form is the date your item was received by Inmate Services, was processed, and returned for pick-up.

If your book(s) was returned due to "No Receipt", please make sure the purchaser selects "gift receipt" when buying through Amazon.

Exhibit C



Exhibit D

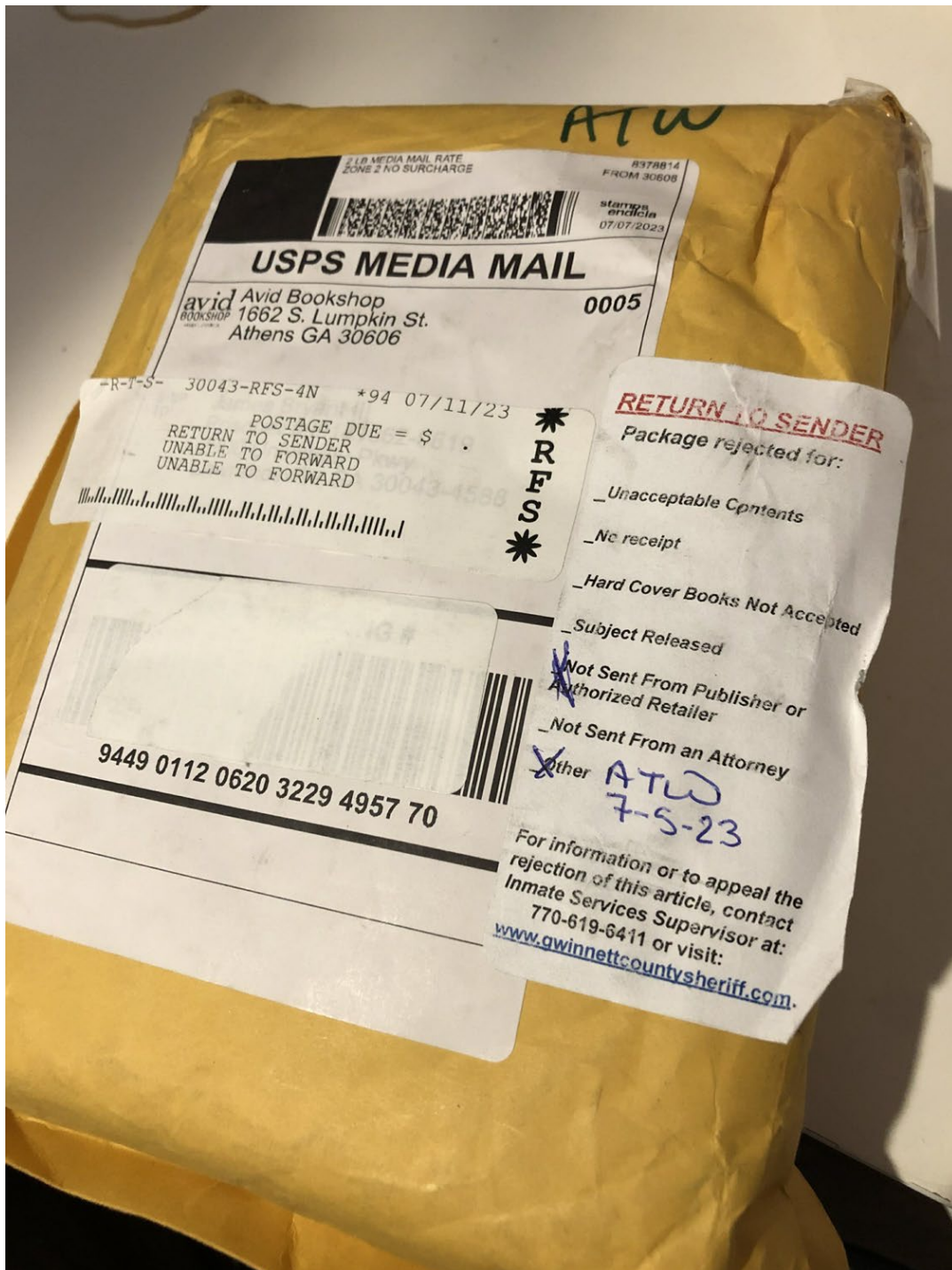


Exhibit E



Exhibit F

The screenshot shows the Gwinnett County website. The browser address bar displays the URL: gwinnettcountry.com/web/gwinnett/departments/gwinnettcountrysheriff/organization/operationsbureau/jailoperation.... The website header includes links for "Pay Water Bill", "Online Services", "A-Z Index", "FAQ", and "Site Map". The main navigation bar contains links for "Home", "About Gwinnett", "Services", "Departments", "Calendar", "News", "Employment", "Contact Us", and "Top Links". A "Login" button is visible in the top right corner. The page content features a large light blue sidebar on the left and a main content area on the right. The main content area has a dark blue header with the title "Non-Local Newspapers, Magazines, and Books". Below this header, the text states: "Magazines/non-local newspaper subscriptions and books will be accepted as long as they are mailed directly from the publisher or authorized retailer." It then lists restrictions: "*We **DO NOT** accept packages from EBAY or Amazon independent sellers." and "Hardbound books (including pamphlets and booklets) **will not** be accepted." The policy continues: "All packages received for inmates by US mail or UPS containing books, newspapers, or magazines must be PRE-PAID. They must have a packing slip or receipt stating what is in the package. Any packages that do not have these slips or contain contraband items will be returned at the sender's expense." and "Books and magazines must not exceed 8 - 11 inches in size, four pounds in weight, and must not exceed a quantity of four books and/or magazines in one shipment."

**IN THE UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF GEORGIA
ATLANTA DIVISION**

AVID BOOKSHOP LLC,

Plaintiff,

v.

KEYBO TAYLOR, et al.,

Defendants.

Civil Action File No.:
1:24-cv-1135-TRJ

CERTIFICATE OF SERVICE

The undersigned hereby certifies that a true and correct copy of the foregoing **FIRST AMENDED COMPLAINT** was served on all counsel of record by filing it using the Electronic Court Filing (ECF) system for the United States District Court for the Northern District of Georgia.

Submitted this 22nd day of August, 2025.

/s/Clare Norins

Clare Norins

Georgia Bar No. 575364