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12
13 UNITED STATES DISTRICT COURT
14 CENTRAL DISTRICT OF CALIFORNIA
15 EASTERN DIVISION

16 UPNEET DHALIWAL AND JULIE
17 GEARY

18 Plaintiffs,

19 vs.

20 JOSEPH KOMROSKY, in his
official capacity as President of
21 TEMECULA VALLEY UNIFIED
SCHOOL DISTRICT BOARD OF
22 TRUSTEES, and in his individual
capacity, TEMECULA VALLEY
23 UNIFIED SCHOOL DISTRICT
BOARD OF TRUSTEES, and
24 TEMECULA VALLEY UNIFIED
SCHOOL DISTRICT

25 Defendants.

CASE NO. 5:23-CV-2605

26
27 **JOINT STIPULATION OF**
SETTLEMENT AND ORDER OF
28 **APPROVAL**

Honorable Jesus G. Bernal
United States District Judge

1 WHEREAS, Plaintiffs Upneet Dhaliwal and Julie Geary (collectively
2 “Plaintiffs”) filed a First Amended Complaint against Defendants Joseph Komrosky,
3 in his official capacity as President of Temecula Valley Unified School District
4 Board of Trustees (“Board President”), and in his individual capacity, Temecula
5 Valley Unified School District Board of Trustees, and Temecula Valley Unified
6 School District (“Defendants”) in the above-captioned action on January 4, 2025
7 (ECF No. 13), alleging violations of their constitutional and statutory rights through
8 enforcement of certain policies, practices, regulations, and signage that authorize the
9 expulsion of individuals from a Temecula Valley Unified School District Board of
10 Trustees meetings (“Board Meeting”) without adequate warning and when they are
11 not engaged in conduct that actually disrupts a Board Meeting;

12 WHEREAS, Defendants deny the allegations made by Plaintiffs in their First
13 Amended Complaint: and

14 WHEREAS, the parties wish to resolve this action without further litigation;
15 IT IS HEREBY STIPULATED among the parties, through their respective counsel,
16 subject to the Court’s approval, that the action shall be resolved according to the
17 terms to this Joint Stipulation of Settlement (“Stipulated Settlement”) as follows:

- 18 1. Defendants and their officers, agents, employees, assigns or anyone acting in
19 concert with them agree to only enforce, post, or refer the public to rules,
20 regulations, or policies that authorize or require removal of a member of the
21 public from a Board Meeting for conduct that actually disrupts a Board
22 Meeting, or as otherwise permitted in Paragraph 9 herein.
- 23 2. Defendants and their officers, agents, employees, assigns or anyone acting in
24 concert with them agree to only enforce, post, or refer the public to rules,
25 regulations, or policies that define disruptive conduct or “Disruptions” as
26 conduct that actually disrupts a Board Meeting but not merely “likely” to
27 disrupt a Board Meeting, or as otherwise permitted in Paragraph 9 herein.
- 28 3. Defendants and their officers, agents, employees, assigns or anyone acting in

1 concert with them shall only remove a member of the public from a Board
2 Meeting if they are engaged in conduct that actually disrupts the Board
3 Meeting, or as otherwise permitted in Paragraph 9 herein.

4 4. Defendants and their officers, agents, employees, assigns or anyone acting in
5 concert with them shall not make any determination of what constitutes actual
6 disruption of a Board Meeting on the basis of the viewpoint or content of
7 speech or expression. However, nothing in this Stipulated Settlement shall
8 prevent Defendant Komrosky or any subsequently elected Board President or
9 their designee from determining that an individual is disrupting the meeting by
10 speaking on an issue that is not within the subject matter jurisdiction of the
11 Board during the time for non-agenda public comment. And nothing in this
12 Stipulated Settlement shall prevent Defendant Komrosky or any subsequently
13 elected Board President or their designee from determining that an individual
14 is disrupting the meeting during the time for public comment on a specific
15 agenda item by speaking on a matter that is not relevant to the agenda item
16 under consideration at the moment of the alleged disruption.

17 5. Before the Board President (whether that be Defendant Komrosky or any
18 successor as President) or their designee orders the removal of any member of
19 the public from a Board Meeting, the Board President or their designee shall
20 provide a verbal warning that the individual is disrupting the meeting and that
21 their failure to cease their behavior may result in their removal. Subject to
22 Paragraph 9 herein, the Board President or their designee may order the
23 removal of the individual if that individual does not promptly cease their
24 disruptive behavior after the warning.

25 6. If an individual does promptly cease their disruptive behavior after a warning
26 that such conduct is disruptive, the Board President or their designee may
27 order the individual removed from the meeting for any similar subsequent
28 disruptive conduct. However, the Board President or their designee may not

1 order the individual removed for a different type of disruptive conduct unless
2 they provide a new verbal warning that the individual is disrupting the meeting
3 and that their failure to cease their behavior may result in their removal. (For
4 example, talking beyond the public comment limit is qualitatively different
5 than yelling from the gallery.)

6 7. Nothing in this Stipulated Settlement shall prevent Defendant Komrosky or
7 any subsequently elected Board President or their designee from employing a
8 penalty card warning system. However, “yellow cards” or “red cards” may
9 only be used to augment, and not to substitute for, the verbal warning
10 requirements addressed in paragraphs 5 and 6 of this Stipulated Settlement and
11 Government Code § 54957.95.

12 8. Nothing in this Stipulated Settlement shall preclude Defendant Komrosky, his
13 designee, or any subsequently elected Board President or their designee from
14 ordering the removal of any individual from a Board Meeting if they are
15 engaged in conduct that actually disrupts the meeting and if they do not
16 promptly cease their disruptive conduct after being administered the verbal
17 warning provided for in paragraphs 5 and 6 of this Stipulated Settlement.

18 9. Notwithstanding any of the above provisions, nothing in this Stipulated
19 Settlement shall require a warning before ordering the removal of an
20 individual who is engaging in behavior that constitutes use of force or a true
21 threat of force, as stated in California Government Code section 54957.95.

22 10. Within 45 calendar days after entry of an Order approving this Stipulated
23 Settlement, Defendant Temecula Valley Unified School District shall pay
24 Plaintiffs’ counsel the sum of \$75,000 in full satisfaction of any claim for
25 attorney fees or costs.

26 11. Plaintiffs stipulate and agree to accept the consideration set forth above in full
27 settlement and satisfaction of any and all claims and demands that they or their
28 heirs, executors, successors in interest, administrators, or assigns may have or

1 hereafter acquire against any Defendant on account of the events,
2 circumstances, or incidents giving rise to this action and claims incident
3 thereto. Plaintiffs hereby release and forever discharge all Defendants from
4 any and all claims and liability arising directly or indirectly from the incidents
5 or circumstances giving rise to or referred to in this action, except for any
6 claims related to enforcement of the terms of this Stipulated Settlement.

7 12. Plaintiffs further stipulate and acknowledge there is a risk that now or
8 subsequent to the execution of this Stipulation, Plaintiffs may have claims
9 released arising from the allegations made in the First Amended Complaint
10 ("FAC") in this action that are unknown and unanticipated at the time this
11 Stipulation is signed, and that any claims arising from the events addressed in
12 the FAC that are known or should be known may become more serious than
13 they now expect or anticipate. Nevertheless, with respect to the released
14 claims, Plaintiffs hereby expressly waive all rights they may have in such
15 unknown and unexpected consequences or results. Plaintiffs understand
16 California Civil Code section 1542 and, with respect to the released claims,
17 expressly waive its provisions, which provide:

18 A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS
19 THAT THE CREDITOR OR RELEASING PARTY DOES NOT
20 KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT
21 THE TIME OF EXECUTING THE RELEASE AND THAT, IF
22 KNOWN BY HIM OR HER WOULD HAVE MATERIALLY
23 AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR
24 OR RELEASING PARTY.

25 Plaintiffs separately bargained for this waiver of the provisions of section
26 1542 of the California Civil Code. The release in this release shall be given
27 full force and effect in accordance with each and all of the expressed terms
28 and provisions including those terms and provisions relating to unknown and

1 unsuspected claims stemming from the events addressed in the FAC to the
2 same extent as those terms and provisions relating to the released claims above
3 in Paragraph 11.

4 13. Defendants deny all allegations of liability and agree to this Stipulation to
5 resolve this dispute solely for the purpose of compromising and settling
6 matters in dispute. The Stipulation does not constitute an admission by
7 Defendants concerning any matters, including the truth or validity of matters
8 in controversy, nor shall it be construed as such.

9 14. The parties consent to the continuing jurisdiction of the United States District
10 Court Judge to which this case is assigned to enforce the terms of the
11 Stipulated Settlement for a period of three years after dismissal of this action.
12 During this three-year period, Plaintiffs shall not be required to file a separate
13 lawsuit to seek such enforcement. During this three-year period, if the
14 Plaintiffs allege their own rights under this settlement have allegedly been
15 violated, they may additionally present arguments in this action alleging that
16 Defendants have violated the terms of this Stipulated Settlement with respect
17 to any member of the public. Notwithstanding the foregoing, this Stipulated
18 Settlement does not create any rights in or grant any cause of action to any
19 person not currently a party to this litigation, or to release or waive any claim,
20 cause of action, demand, or defense in law or equity that any party to this
21 litigation may have against any person(s) or entity not a party to this
22 Stipulated Settlement. Accordingly, if Plaintiffs claim Defendants have
23 violated the terms of this Stipulated Settlement based on a purported violation
24 of the constitutional or statutory rights of a non-party member of the public,
25 such claim may not be raised directly on behalf of such non-party; rather,
26 Plaintiffs, as parties to this Stipulated Settlement, must raise such claim solely
27 on their own behalf within the framework of an alleged breach of the
28 Stipulated Settlement.

1 15.If Plaintiffs become aware of any violation or alleged violation of this
2 Stipulated Agreement, Plaintiffs shall promptly notify Defendant’s current
3 Superintendent or General Counsel of the violation or alleged violation in
4 writing. The Parties agree to meet and confer no more than ten days after the
5 written notification so that there is time for Defendants to address any
6 violation or alleged violation before the next regularly scheduled Board
7 meeting. If the meet and confer process does not resolve the dispute within
8 twenty-one days of the written notification of the violation or alleged
9 violation, Plaintiffs may seek judicial review of any claims related to alleged
10 non-compliance with the Stipulated Agreement.

11 16.The parties understand and agree that this Stipulated Settlement contains the
12 entire agreement between them, and that no statements, representations,
13 promises, agreements, or negotiations, oral or otherwise, between the parties
14 or their counsel that are not included herein have any force or effect.

15 17.Subject to the Court’s approval of this Stipulated Settlement, and within ten
16 days of the Court’s order granting that approval, Plaintiffs will file a notice to
17 dismiss this action with prejudice pursuant to Federal Rule of Civil Procedure
18 41(a)(1)(A)(i), with the understanding that the Court will retain ancillary
19 jurisdiction for three years, for the sole purposes of enforcing the Stipulated
20 Settlement, as limited by paragraph 14 of this Stipulated Settlement.

21 Dated:

Respectfully submitted,

ACLU FOUNDATION OF SOUTHERN
CALIFORNIA

By: /s/ Jonathan Markovitz
JONATHAN MARKOVITZ
Attorneys for Plaintiffs

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Dated:

OLIVAREZ MADRUGA LAW
ORGANIZATION, LLP

By: /s/ Colin E. Barr

Colin E. Barr
Attorneys for JOSEPH KOMROSKY
and TEMECULA VALLEY UNIFIED
SCHOOL DISTRICT

Dated:

By: _____

Upneet Dhaliwal

Dated:

By: _____

Julie Geary

Dated:

By: _____

Gary W. Woods, Ed.D. for the
TEMECULA VALLEY UNIFIED
SCHOOL DISTRICT

Dated:

By: _____

Joseph Komrosky, as PRESIDENT of
the TEMECULA VALLEY UNIFIED
SCHOOL DISTRICT BOARD