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FILED
FEB 22 2016
CLERK, U.S. DISTRICT COURT
EASTERN DISTRICT OF CALIFORNIA
BY _____
DEPUTY CLERK

14 UNITED STATES DISTRICT COURT
15 EASTERN DISTRICT OF CALIFORNIA
16 SACRAMENTO DIVISION

17 T.V., through her next friend and mother
18 HEATHER VICTOR,

19 Plaintiff,

20 v.

21 DAN BEUKELMAN, Assistant Principal
22 of Sierra High School; GREG LELAND,
23 Vice-Principal of Sierra High School,

24 Defendants.

No. 2:15-cv-02163-JAM-CKD

**STIPULATED JUDGMENT PURSUANT TO
RELEASE AND SETTLEMENT AGREEMENT,
AND ORDER OF DISMISSAL**

25 Pursuant to Federal Rule of Civil Procedure 58, and the agreement of the parties, the
26 Court hereby enters final judgment in this manner as follows:

27 WHEREAS, student Plaintiff T.V., by and through her next friend Heather Victor, brought an
28 action against Dan Beukelman and Greg Leland, who are school administrators at Sierra High School in
the Manteca Unified School District (collectively, "Defendants") on or about October 15, 2015, alleging
claims of unlawful censorship of Plaintiff's freedom of expression in wearing a shirt stating "Nobody

1 knows I'm a lesbian" under the First Amendment of the United States Constitution, the California
2 Constitution, and the California Education Code;

3 WHEREAS, the Defendants deny any violation of the United States Constitution, the
4 California Constitution, and the California Education Code;

5 WHEREAS, Plaintiff, Defendants and the Manteca Unified School District ("District") have
6 conferred in good faith and have negotiated the terms of this Stipulated Judgment, and the Release
7 and Settlement Agreement attached herein as Exhibit A, to fully and finally settle the federal and
8 state law claims raised by Plaintiff in her Complaint filed in Case No. 2:15-cv-02163-JAM-CKD;

9 WHEREAS, the District is not a named defendant in Case No. 2:15-cv-02163-JAM-CKD, but
10 agrees to waive its immunity under the Eleventh Amendment in order to be bound by this Stipulated
11 Judgment, and specifically agrees to be subject to the jurisdiction of this court to address any issues of
12 compliance with the terms of the Release and Settlement Agreement attached herein as Exhibit A; and

13 WHEREAS, after reviewing the terms of this Stipulated Judgment, the Court finds them to be
14 fair, just, reasonable, and consistent with federal law, and Plaintiff and Defendants agree that entry of
15 this Stipulated Judgment, without further litigation, is in the public interest;

16 **IT IS HEREBY ORDERED** that

17 1. By no later than April 30, 2016, the District will modify its administrative regulations and
18 school board policies to include the following language: "A student will not be prohibited from
19 wearing clothing, jewelry or personal items that express self-identification with, or support for,
20 individuals or groups on the basis of the characteristics set forth in California Education Code
21 Section 200, including but not limited to: disability, gender, gender identity, gender expression,
22 nationality, race or ethnicity, religion, or sexual orientation."

23 2. By no later than Tuesday, February 9 and continuing thereafter, the District shall permit
24 Plaintiff to wear her t-shirt stating "Nobody Knows I'm a Lesbian" to school and during school hours.
25 The District agrees to take reasonable measures to protect Plaintiff from any known harassment or
26 bullying by other students or any District employee in reaction to the t-shirt and from taking
27 retaliatory action against Plaintiff or her mother for bringing this lawsuit or for advocating for her free
28 speech rights. Plaintiff agrees to notify the District through a high school or District administrator of

1 her choosing, or through the District's Uniform Complaint Procedure, if she experiences harassment,
2 bullying or retaliation described in this paragraph so that they may promptly take reasonable measures
3 to protect Plaintiff from said harassment, bullying or retaliation.

4 3. No later than 30 days after approval by the District School Board of the terms of the Release
5 and Settlement Agreement, the District shall retain a qualified third-party consultant to provide
6 professional development training for all high school administrators employed by the District on the
7 issue of student free speech and free expression. In selecting the consultant and developing the
8 training, the District agrees to meaningfully consult with and consider input from Plaintiff's counsel.
9 The District will be responsible for any costs associated with the retention of the consultant. All high
10 school principals employed by the District shall receive professional development training, in which
11 Plaintiff's counsel will attend and serve as a resource, on the issue of student free speech and free
12 expression by March 17, 2016. Thereafter, professional development training on the issue of student
13 free speech and free expression for all high school and alternative high school administrators
14 employed by the District shall occur every other year, beginning with the 2016-2017 school year. The
15 third-party consultant will conduct this professional development training for all high school
16 administrators during the 2016-2017 school year. Beginning in the 2018-2019 school year, a District
17 employee—rather than the third-party consultant—may conduct said professional development
18 training on the issue of student free speech and free expression, using materials and curricula
19 developed by the third-party consultant as a resource.

20 4. No later than 7 days after the adoption of the revised policy by the Board, the District shall
21 distribute a notice to all administrators employed by the District and to all students in District schools
22 that the District dress code policy has been revised pursuant to Paragraph 1, above. Additionally, the
23 revised District dress code policy shall be included in all District and school student handbooks
24 beginning in the 2016-2017 school year.

25 5. The District will pay Plaintiff \$1 for nominal damages within 30 days of the Court's entry of
26 judgment.

27 6. The District shall deliver to Plaintiff's counsel payment in the amount of \$63,000 for
28 Plaintiff's reasonable attorneys' fees and costs. Payment shall be made to the American Civil

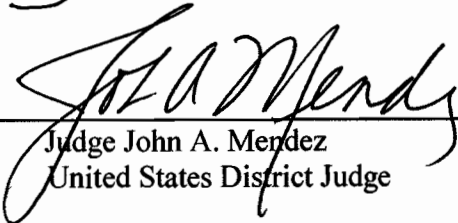
1 Liberties Union of Northern California within 30 days of the Court's entry of judgment. Plaintiff
2 shall make no further demands or claims for attorneys' fees or costs in connection with this matter.

3 7. No bond is necessary in this case because Defendants' compliance with this judgment would
4 not create a risk of monetary loss.

5 8. Nothing in this Order shall be construed as an admission of wrongdoing or liability.

6 9. All claims presented by Plaintiff's Complaint shall be dismissed with prejudice as to all
7 parties, except that the Court shall retain jurisdiction to address any issues of compliance with the
8 terms of the Release and Settlement Agreement.

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10 DATED this 22ND day of February, 2016.

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12 By: 
13 Judge John A. Mendez
14 United States District Judge
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