

1 169. De Morales's next performance evaluation is in the Fall of 2025 and will be
2 governed by the DEIA Rules and the Faculty Contract.

3 170. But de Morales does not believe that incorporating DEIA-related material is
4 pedagogically relevant or appropriate.

5 171. As part of the evaluation process, de Morales is required to write a self-evaluation
6 about her efforts to promote DEIA.

7 172. De Morales is worried that her self-evaluation will not satisfy the DEIA Rules
8 because she will say that she believes that everyone must be treated equally and in a color-blind
9 manner regardless of race rather than adopting the race-conscious equity and anti-racism
10 approach required under the DEIA Rules and the Faculty Contract. She is likewise worried she
11 will face negative professional repercussions if her viewpoint is labeled a "racial ideology" that
12 "perpetuates racial inequalities and denies systematic racism."

13 173. De Morales fears she will be disciplined or fired for "unsatisfactory performance"
14 or a "persistent" or "willful violation" of the DEIA Rules and the DEIA requirements of the
15 Faculty Contract if she continues to share her criticism of DEIA and "anti-racism" principles,
16 does not integrate DEIA principles into her Chemistry classroom, and does not affirmatively
17 teach and preach those principles in her classroom.

21 INJURY TO PLAINTIFFS

22 174. The DEIA Rules and Faculty Contract injure Plaintiffs by compelling them to
23 endorse and advance Defendants' DEIA viewpoints on topics like "anti-racism" and
24 "intersectionality" in the classroom.

25 175. Plaintiffs will also be forbidden from offering contrary viewpoints on DEIA
26 concepts to their students.

1 176. Plaintiffs will be required to alter their course material in order to avoid sharing
2 viewpoints or perspectives inconsistent with Defendants' mandatory DEIA viewpoint.

3 177. Plaintiffs Blanken and de Morales will be required to introduce DEIA viewpoints
4 into the classroom in a pedagogically inappropriate manner.

5 178. Plaintiffs will be required to comply with the vague and ambiguous terms and face
6 discipline if State Center officials conclude they have not complied.

7 179. Plaintiffs must immediately begin to comply with the DEIA Rules and Faculty
8 Contract because they could face discipline or termination if they are not in compliance.

9 180. Plaintiffs will be formally evaluated based on their compliance with the DEIA
10 Rules and Faculty Contract when they are next up for review. For Plaintiffs Stannard and Blanken
11 that will be as soon as early next year.
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14 **FIRST CAUSE OF ACTION**
15 **FACIAL FIRST AMENDMENT CHALLENGE TO DEIA RULES**
16 **(AGAINST THE STATE DEFENDANTS)**

17 181. Plaintiffs re-allege and incorporate by reference the preceding paragraphs in this
18 Complaint.

19 182. The Supreme Court has explained that the "vigilant protection of constitutional
20 freedoms is nowhere more vital than in the community of American schools." *Keyishian*, 385
21 U.S. at 603 (1967) (quoting *Shelton v. Tucker*, 364 U.S. 479, 487 (1960)). Indeed, "safeguarding
22 academic freedom . . . is of transcendent value." *Id.*

23 183. College students must have "wide exposure to that robust exchange of ideas which
24 discovers truth 'out of a multitude of tongues, (rather) than through any kind of authoritative
25 selection.'" *Id.* For this reason, the First Amendment "does not tolerate laws that cast a pall of
26 orthodoxy over the classroom." *Id.*
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1 184. The First Amendment protects the academic freedom right of faculty members to
2 present and teach diverse viewpoints in the classroom and of students to be exposed to diverse
3 opinions. *See generally Demers*, 746 F.3d 402. Public colleges and universities “do not have a
4 license to act as classroom thought police.” *Meriwether v. Hartop*, 992 F.3d 492, 507 (6th Cir.
5 2021). They may not “force professors to avoid controversial viewpoints,” *id.*, nor “impose
6 [their] own orthodoxy of viewpoint about the content ... allowed within university classrooms.”
7 *Pernell v. Fla. Bd. of Governors of State Univ. Sys.*, No. 4:22CV304-MW/MAF, 2022 WL
8 16985720, at *37 (N.D. Fla. Nov. 17, 2022).

10 185. Rules that discriminate between viewpoints are a “poison to a free society.” *Iancu*
11 *v. Brunetti*, 139 S. Ct. 2294, 2302 (2019) (Alito, J., concurring). Viewpoint discrimination is an
12 “egregious form of content discrimination” that is a particularly “blatant” First Amendment
13 violation. *Rosenberger v. Rector & Visitors of Univ. of Virginia*, 515 U.S. 819, 829 (1995). Rules
14 discriminating between viewpoints are presumptively unconstitutional. *Id.* at 828.

16 186. The DEIA Rules discriminate based on viewpoint by requiring faculty to “employ
17 teaching, learning, and professional practices that reflect DEIA and anti-racist principles.”
18 “DEIA” and “anti-racist principles” as defined and used by the DEIA Rules and the associated
19 Guidelines reflect a specific “race-conscious and intersectional” view that differs from the values
20 of colorblindness and equality embraced by some faculty members, including Plaintiffs.

22 187. Faculty members must affirm this “race-conscious and intersectional” viewpoint in
23 much of what they do from the textbooks and course materials they select to the very language
24 they can utilize in the classroom.

25 188. The DEIA Rules cannot satisfy strict scrutiny because the government lacks a
26 legitimate, much less compelling, state interest in shutting down debate on important matters of
27 public concern in public college classrooms.

1 189. The DEIA Rules are not narrowly tailored because they are not the least restrictive
2 means of satisfying any state interest in the inclusion and fair treatment of students. The State can
3 further its interest in diversity and inclusion in ways that do not intrude on the academic freedom
4 of professors and students in the classroom.

5 190. The State Defendants are responsible for enforcing the DEIA Rules on California's
6 community college districts, including State Center.

7 191. As a direct and proximate result of the DEIA Rules and their enforcement on the
8 districts, Plaintiffs will suffer irreparable injury from the violation of their constitutional rights.

9 192. Plaintiffs are entitled to preliminary and permanent injunctive relief, including but
10 not limited to, an order enjoining the Defendants from enforcing the DEIA Rules on State Center
11 and the other community college districts.

12 193. Plaintiffs have no other adequate remedy by which to prevent or minimize the
13 continuing irreparable harm to their rights under the First Amendment.

14 194. Plaintiffs are also entitled to declaratory relief. An actual controversy has arisen
15 and now exists between Plaintiffs and State Defendants concerning their rights under the United
16 States Constitution.

17 195. Plaintiffs seek a judicial determination of their First Amendment rights and legal
18 relations against State Defendants as they pertain to their right to speak in and outside the
19 classroom unfettered by the "pall of orthodoxy" imposed by the State.

20 196. Without declaratory and injunctive relief from this Court, State Defendants'
21 unconstitutional actions will continue, and Plaintiffs will suffer irreparable harm indefinitely.

1 alter [] the content of . . . speech.” *Nat’l Ins. of Family and Life Advocates v. Beccera*, 138 S. Ct.
2 2361, 2371 (2018).

3 211. The DEIA Rules require Plaintiffs to espouse the state’s message in order to teach
4 at State Center and condition Plaintiffs’ performance evaluation, at least in part, on their fealty to
5 the government’s preferred message on concepts such as “equity,” “intersectionality,” and “anti-
6 racism.”
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8 212. Plaintiffs disagree with and do not want to endorse the state’s perspective
9 regarding DEIA against their own deeply held philosophical, moral, and religious views.

10 213. The DEIA Rules dictate not only what Plaintiffs may say, but how they must say
11 it. For instance, their language must be consistent with “an equity mindset” and a “collectivism
12 perspective.”
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14 214. By barring faculty from presenting alternative viewpoints while requiring the
15 inclusion of the state-accepted view on DEIA, the DEIA Rules require Plaintiffs to endorse the
16 state’s message.

17 215. The Faculty Contract cannot satisfy strict scrutiny for the same reasons the DEIA
18 Rules cannot satisfy strict scrutiny. *See supra* ¶¶ 188-89.

19 216. The State Defendants are responsible for enforcing the DEIA Rules on California’s
20 community college districts, including State Center.
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22 217. As a direct and proximate result of the DEIA Rules and their enforcement on the
23 districts, Plaintiffs will suffer irreparable injury from the violation of their constitutional rights by
24 being compelled to express the state-mandated viewpoint on matters of public concern.

25 218. Plaintiffs are entitled to preliminary and permanent injunctive relief, including but
26 not limited to, an order enjoining the Defendants from enforcing the DEIA Rules on State Center
27 and the other community college districts.

1 219. Plaintiffs have no other adequate remedy by which to prevent or minimize the
2 continuing irreparable harm to their rights under the First Amendment.

3 220. Plaintiffs are also entitled to declaratory relief. An actual controversy has arisen
4 and now exists between Plaintiffs and State Defendants concerning their rights under the United
5 States Constitution.

6 221. Plaintiffs desire a judicial determination of their First Amendment rights and legal
7 relations against State Defendants as they pertain to their right to not be compelled to endorse the
8 state's mandated viewpoint on DEIA.

9 222. Without declaratory and injunctive relief from this Court, State Defendants'
10 unconstitutional actions will continue, and Plaintiffs will suffer irreparable harm indefinitely.

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13 **FOURTH CAUSE OF ACTION**
14 **FACIAL FIRST AMENDMENT CHALLENGE (COMPELLED SPEECH)**
15 **TO THE FACULTY CONTRACT**
16 **(AGAINST THE DISTRICT DEFENDANTS)**

17 223. Plaintiffs re-allege and incorporate by reference the preceding paragraphs in this
18 Complaint.

19 224. The Faculty Contract imposes the DEIA Rules on State Center faculty and
20 therefore enforcement of those rules through the Faculty Contract unconstitutionally compels
21 speech for the reasons stated in Claim III. *See supra* ¶¶ 209-22.

22 225. The Faculty Contract contains the additional requirements that Plaintiffs espouse
23 the District's message in order to be allowed to teach at State Center and to avoid negative
24 evaluations and job consequences.

25 226. In particular, Plaintiffs must endorse the District's views on DEIA by utilizing
26 "teaching and learning practices that reflect DEIA and anti-racist principles and reflect
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1 knowledge of the intersectionality of social identities” and by “demonstrat[ing] an understanding
2 of [DEIA] competencies and anti-racist principles.”

3 227. Plaintiffs disagree with and do not want to endorse the District and the State’s
4 perspective regarding DEIA against their own deeply held philosophical, moral, and religious
5 views.

6 228. The DEIA Rules cannot satisfy strict scrutiny for the reasons stated in Claim I. *See*
7 *supra* ¶¶ 188-89.

8 229. The District Defendants are responsible for enforcing the DEIA Rules and the
9 portions of the Faculty Contract dealing with DEIA requirements against Plaintiffs and other
10 State Center faculty.

11 230. As a direct and proximate result of the enforcement of the DEIA rules and the
12 portions of the Faculty Contract dealing with DEIA requirements, Plaintiffs will suffer irreparable
13 injury from the violation of their constitutional rights by being compelled to express the state-
14 mandated viewpoint on matters of public concern.

15 231. Plaintiffs have no other adequate remedy by which to prevent or minimize the
16 continuing irreparable harm to their rights under the First Amendment.

17 232. Plaintiffs are therefore entitled to preliminary and permanent injunctive relief to
18 enjoin the District Defendants from enforcing the DEIA Rules and the portions of the Faculty
19 Contract dealing with DEIA requirements.

20 233. Plaintiffs are also entitled to declaratory relief. An actual controversy has arisen
21 and now exists between Plaintiffs and Defendants concerning their rights under the United States
22 Constitution.

1 principles, forbidding them from presenting arguments and viewpoints exploring concepts like
2 “color-blindness” that run contrary to “DEIA and anti-racist principles.”

3 242. Colleges must evaluate course outlines under a “diversity, equity, inclusion, and
4 antiracist lens” and “[u]s[ing] culturally responsive practices and a social justice lens.” Likewise,
5 professors must adopt a curriculum “that promotes a race-conscious and intersectional lens” and
6 “fosters an anti-racist and inclusive environment for minoritized students.” Professors must also
7 select textbooks and course materials with “diverse representation from varied racial, ethnic, sex,
8 gender, sexuality, socioeconomic status, religion, age, and abilities perspectives,” and, to avoid
9 “curricular trauma,” must adjust their language “from a colonized mindset to an equity mindset”;
10 “shift to a collectivism perspective” rather than an “individualist perspective”; and embed “DEI
11 and culturally responsive practice into every course.”

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14 243. By requiring faculty to “promote[] a race-conscious and intersectional lens” and
15 “foster[] an anti-racist and inclusive environment for minoritized students” in their curriculum,
16 faculty are restricted from promoting a contrary “lens” in their class curriculum.

17 244. By requiring faculty to choose books and course material that satisfy the state’s
18 “diverse representation” standard and to use language reflecting “an equity mindset” and “a
19 collectivism perspective,” faculty are restricted from choosing course materials or using language
20 reflecting contrary principles.

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22 245. Because the DEIA Rules apply broadly, compelling and prohibiting the
23 constitutionally protected speech of all faculty members working for State Center regardless of
24 academic discipline, the rules impose an unconstitutional prior restraint on employee speech. *See*
25 *generally Nat’l Treasury Emps Union*, 513 U.S. 454.

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27 246. A blanket prior restraint on faculty speech on matters of public concern is only
28 justified when “the interests of both potential audiences and a vast group of present and future

1 employees in a broad range of present and future expression are outweighed” by the effect of the
2 speech on the government’s operations. *Progressive Democrats for Soc. Justice v. Bonta*, 73
3 F.4th 1118, 1123 (9th Cir. 2023) (quoting *Nat’l Treasury Emps Union*, 513 U.S. at 468). The
4 harm to the state must be “real, not merely conjectural” and shown to “alleviate these harms in a
5 direct and material way.” *Id.* (quoting *Nat’l Treasury Emps Union*, 513 U.S. at 475).

7 247. The interests of current and future faculty and students in free inquiry and debate
8 on campus outweigh any purported effect of the prohibited speech on the state. *See id.*

9 248. Defendants also cannot show that the prohibited faculty speech either harms vital
10 government interests or that this prior restraint on speech effectively alleviates the effect of the
11 prohibited speech in a direct and material way. *See id.*

12 249. The State Defendants are responsible for enforcing the DEIA Rules on California’s
13 community college districts, including State Center.

14 250. As a direct and proximate result of the DEIA Rules and their enforcement on the
15 districts, Plaintiffs will suffer irreparable injury from the violation of their constitutional rights by
16 being restricted from expressing views contrary to the state-mandated viewpoint on matters of
17 public concern.

18 251. Plaintiffs are entitled to preliminary and permanent injunctive relief, including but
19 not limited to, an order enjoining the State Defendants from enforcing the DEIA Rules on State
20 Center and the other community college districts.

21 252. Plaintiffs have no other adequate remedy by which to prevent or minimize the
22 continuing irreparable harm to their rights under the First Amendment.

23 253. Plaintiffs are also entitled to declaratory relief. An actual controversy has arisen
24 and now exists between Plaintiffs and State Defendants concerning their rights under the United
25 States Constitution.

1 260. The District Defendants cannot justify this prior restraint on employee speech as it
2 is not the least restrictive way of meeting a vital government end in a direct and material way.

3 261. The District Defendants are responsible for enforcing the DEIA Rules and the
4 portions of the Faculty Contract dealing with DEIA requirements against Plaintiffs and other
5 State Center faculty.
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7 262. As a direct and proximate result of the enforcement of the DEIA rules and the
8 portions of the Faculty Contract dealing with DEIA requirements, Plaintiffs will suffer irreparable
9 injury from the violation of their constitutional rights by being restricted from expressing views
10 contrary to the District-mandated viewpoint on matters of public concern.

11 263. Plaintiffs have no other adequate remedy by which to prevent or minimize the
12 continuing irreparable harm to their rights under the First Amendment.
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14 264. Plaintiffs are therefore entitled to preliminary and permanent injunctive relief to
15 enjoin the District Defendants from enforcing the DEIA Rules and the portions of the Faculty
16 Contract dealing with DEIA requirements.

17 265. Plaintiffs are also entitled to declaratory relief. An actual controversy has arisen
18 and now exists between Plaintiffs and Defendants concerning their rights under the United States
19 Constitution.
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21 266. Plaintiffs desire a judicial determination of their First Amendment rights and legal
22 relations against the District Defendants as they pertain to their right to speak in and outside the
23 classroom unfettered by prior restraint.

24 267. Without declaratory and injunctive relief from this Court, the District Defendants'
25 unconstitutional actions will continue, and Plaintiffs will suffer irreparable harm indefinitely.
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1 274. Likewise, a wide variety of protected expression could be labelled as insufficiently
2 “anti-racist” or contrary to “racial equity” especially since these concepts are highly debated and
3 subjective.

4 275. The DEIA Rules contain no limiting principles to constrain the broad application
5 of its terms to restrict a substantial amount of protected faculty expression.
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7 276. As a direct and proximate result of the DEIA Rules and their enforcement on the
8 districts, Plaintiffs will suffer irreparable injury from the violation of their constitutional rights
9 because the DEIA Rules are overbroad and chill a substantial amount of protected speech.

10 277. Plaintiffs are entitled to preliminary and permanent injunctive relief, including but
11 not limited to, an order enjoining the Defendants from enforcing the DEIA Rules on State Center
12 and the other community college districts.
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14 278. Plaintiffs have no other adequate remedy by which to prevent or minimize the
15 continuing irreparable harm to their rights under the First Amendment.

16 279. Plaintiffs are also entitled to declaratory relief. An actual controversy has arisen
17 and now exists between Plaintiffs and State Defendants concerning their rights under the United
18 States Constitution.

19 280. Plaintiffs desire a judicial determination of their First Amendment rights and legal
20 relations against State Defendants as they pertain to their right to speak in and outside the
21 classroom without being subject to overbroad speech restrictions.
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23 281. Without declaratory and injunctive relief from this Court, State Defendants’
24 unconstitutional actions will continue, and Plaintiffs will suffer irreparable harm indefinitely.
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1 **EIGHTH CAUSE OF ACTION**
2 **FACIAL FIRST AMENDMENT CHALLENGE (OVERBREADTH)**
3 **TO THE FACULTY CONTRACT**
4 **(AGAINST THE DISTRICT DEFENDANTS)**

5 282. Plaintiffs re-allege and incorporate by reference the preceding paragraphs in this
6 Complaint.

7 283. The Faculty Contract imposes the DEIA Rules on State Center faculty and
8 therefore enforcement of the overbroad rules through the Faculty Contract is unconstitutional for
9 the reasons stated in Claim VII. *See supra* ¶¶ 268-81.

10 284. The Faculty Contract contains additional requirements that are also
11 unconstitutionally overbroad and result in a substantial number of unconstitutional applications.

12 285. For instance, the Faculty Contract would prohibit professors from including course
13 material that does not “reflect DEIA and anti-racist principles” or “knowledge of the
14 intersectionality of social identities.” This could include a nearly endless array of constitutionally
15 protected speech such as discussing an article advancing the arguments against affirmative action
16 that prevailed before the Supreme Court in recent cases invalidating affirmative action programs
17 at Harvard and UNC. *Students for Fair Admissions, Inc. v. President & Fellows of Harvard Coll.*,
18 143 S. Ct. 2141 (2023).

19 286. The Faculty Contract contains no effective limiting principles to constrain the
20 overbroad application of its terms.

21 287. The District Defendants are responsible for enforcing the DEIA Rules and the
22 portions of the Faculty Contract dealing with DEIA requirements against Plaintiffs and other
23 State Center faculty.

24 288. As a direct and proximate result of the enforcement of the DEIA rules and the
25 portions of the Faculty Contract dealing with DEIA requirements, Plaintiffs will suffer irreparable
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1 injury from the violation of their constitutional rights because they are overbroad and chill a
2 substantial amount of protected speech.

3 289. Plaintiffs have no other adequate remedy by which to prevent or minimize the
4 continuing irreparable harm to their rights under the First Amendment.

5 290. Plaintiffs are therefore entitled to preliminary and permanent injunctive relief to
6 enjoin the District Defendants from enforcing the DEIA Rules and the portions of the Faculty
7 Contract dealing with DEIA requirements.

8 291. Plaintiffs are also entitled to declaratory relief. An actual controversy has arisen
9 and now exists between Plaintiffs and Defendants concerning their rights under the United States
10 Constitution.

11 292. Plaintiffs desire a judicial determination of their First Amendment rights and legal
12 relations against the District Defendants as they pertain to their right to speak in and outside the
13 classroom without being subject to overbroad speech restrictions.

14 293. Without declaratory and injunctive relief from this Court, the District Defendants'
15 unconstitutional actions will continue, and Plaintiffs will suffer irreparable harm indefinitely.

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18 **NINTH CAUSE OF ACTION**
19 **FACIAL FIRST AND FOURTEENTH AMENDMENT**
20 **VAGUENESS CHALLENGE**
21 **TO THE DEIA RULES**
22 **(AGAINST THE STATE DEFENDANTS)**

23 294. Plaintiffs re-allege and incorporate by reference the preceding paragraphs in this
24 Complaint.

25 295. A restriction on speech violates the First and Fourteenth Amendments if a person
26 of ordinary intelligence cannot distinguish between permissible and prohibited conduct, and when
27 there are insufficient standards to prevent arbitrary application. *Grayned v. City of Rockford*, 408
28 U.S. 104, 108 (1972).

1 296. A restriction on speech is void for vagueness if it fails to give “the person of
2 ordinary intelligence a reasonable opportunity to know what is prohibited.” *Id.* This is because
3 “fair notice” is a “fundamental principle” of our legal system. *FCC v. Fox Television Stations,*
4 *Inc.*, 567 U.S. 239, 253 (2012).

5 297. Vagueness is especially problematic in laws affecting speech due to the “obvious”
6 potential for a “chilling effect on free speech.” *Reno v. ACLU*, 521 U.S. 844, 871–72 (1997).

7 298. The DEIA Rules are unconstitutionally vague because they infringe on Plaintiffs’
8 First Amendment rights and provide inadequate notice of the conduct prohibited, giving
9 professors no reasonable opportunity to know whether their instruction and pedagogy will satisfy
10 the DEIA Rules’ arbitrary requirements.

11 299. Many terms in the DEIA Rules do not carry any reasonably objective plain
12 meaning, are inherently vague, and may be interpreted differently by different audiences. A few
13 examples illustrate the point: “reflect DEIA and anti-racist principles,” “a race-conscious and
14 intersectional lens,” “an anti-racist and inclusive environment,” “colonized mindset,” “equity
15 mindset,” collectivism perspective,” “individualist perspective” and “curricular trauma”.

16 300. Although the *Glossary* defines some of these terms, these definitions are
17 frequently confusing, circular, or unclear and therefore fail to provide fair notice and adequate
18 guidance to Plaintiffs. For instance, the *Glossary* defines “equity minded” as “being (1) race
19 conscious, (2) institutionally focused, (3) evidence based, (4) systematically aware, and (5) action
20 oriented.” But this definition just introduces several more highly ambiguous and subjective terms
21 that do not provide fair notice and adequate guidance.

22 301. Plaintiffs have not received guidance from either the State or the District on the
23 meaning of any of the terms used in the DEIA Rule or Faculty Contract.

1 302. A restriction on speech is also void for vagueness when it fails to provide “explicit
2 standards” to prevent “arbitrary and discriminatory enforcement” by administrators. *Grayned*,
3 408 U.S. at 108.

4 303. The DEIA Rules lack any standards to guide Defendants’ application and therefore
5 invite arbitrary and discriminatory enforcement in determining whether a professor’s instruction
6 and pedagogy satisfy the rule’s arbitrary requirements. They are therefore unconstitutional.

7 304. The State Defendants are responsible for enforcing the DEIA Rules on California’s
8 community college districts, including State Center.

9 305. As a direct and proximate result of the DEIA Rules and their enforcement on the
10 districts, Plaintiffs will suffer irreparable injury from the violation of their constitutional rights.

11 306. Plaintiffs are entitled to preliminary and permanent injunctive relief, including but
12 not limited to, an order enjoining the Defendants from enforcing the DEIA Rules on State Center
13 and the other community college districts.

14 307. Plaintiffs have no other adequate remedy by which to prevent or minimize the
15 continuing irreparable harm to their rights under the First and Fourteenth Amendments.

16 308. Plaintiffs are also entitled to declaratory relief. An actual controversy has arisen
17 and now exists between Plaintiffs and State Defendants concerning their rights under the United
18 States Constitution.

19 309. Plaintiffs desire a judicial determination of their First and Fourteenth Amendment
20 rights and legal relations against State Defendants as they pertain to their right to speak in and
21 outside the classroom without being subject to vague speech restrictions.

22 310. Without declaratory and injunctive relief from this Court, State Defendants’
23 unconstitutional actions will continue, and Plaintiffs will suffer irreparable harm indefinitely.

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**TENTH CAUSE OF ACTION
VAGUENESS CHALLENGE
TO THE FACULTY CONTRACT
(AGAINST THE DISTRICT DEFENDANTS)**

311. Plaintiffs re-allege and incorporate by reference the preceding paragraphs in this Complaint.

312. The Faculty Contract imposes the DEIA Rules on State Center faculty and therefore enforcement of the DEIA Rules through the Faculty Contract is unconstitutional for the reasons stated in Claim IX. *See supra* ¶¶ 294-310.

313. In addition to the terms already included in the DEIA Rules such as “(DEIA) related competencies” and “DEIA and anti-racist principles,” the Faculty Contract contains additional terms that do not have a reasonably objective plain meaning, such as “the intersectionality of social identities.”

314. The Faculty Contract provides no definitions for these terms and therefore does not provide fair notice as to what speech is prohibited and gives professors of ordinary intelligence no reasonable opportunity to know whether their instruction and pedagogy will satisfy the Faculty Contract’s arbitrary requirements.

315. Additionally, the Faculty Contract provides no standards to guide the District Defendants’ application and enforcement of the Faculty Contract and therefore invites arbitrary and discriminatory enforcement by administrators tasked with determining whether a professor’s instruction and pedagogy satisfy the rule’s abstract and undefined requirements. It is therefore unconstitutional.

316. The District Defendants are responsible for enforcing the DEIA Rules and the portions of the Faculty Contract dealing with DEIA requirements against Plaintiffs and other State Center faculty.

- 1 (c) Preliminarily and permanently enjoin the State Defendants their employees, agents, and
2 successors in office from enforcing the DEIA Rules against Plaintiffs, other community
3 college faculty, or the community college districts;
- 4 (d) Preliminarily and permanently enjoin the District Defendants their employees, agents, and
5 successors in office from enforcing the DEIA Rules through the faculty collective bargaining
6 agreement against Plaintiffs or other State Center faculty;
- 7 (e) Award Plaintiffs costs and reasonable attorneys' fees pursuant to 42 U.S.C. § 1988; and
8 (f) Grant such other relief as this Court deems just and appropriate.
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12 Dated: August 17, 2023

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14 Respectfully submitted,

15 /s/ Daniel M. Ortner
16 DANIEL M. ORTNER (California State Bar No. 329866)
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VERIFICATION OF COMPLAINT

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Pursuant to 28 U.S.C. § 1746, I, LOREN PALSGAARD, declare as follows:

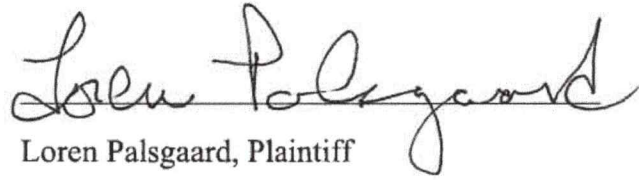
1. I am a Plaintiff in the present case and a citizen of the United States of America and California.

2. I have read the foregoing complaint for declaratory and injunctive relief.

3. I have personal knowledge of the factual allegations in paragraphs 5, 8, 9-13, 15, 20, 24-25, 58-75, 76-97, 115-124, 174-180 of the Verified Complaint and know them to be true.

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

Executed this 17 day of August, 2023.


Loren Palsgaard, Plaintiff

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VERIFICATION OF COMPLAINT

Pursuant to 28 U.S.C. § 1746, I, JAMES DRULEY, declare as follows:

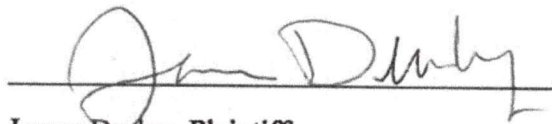
1. I am a Plaintiff in the present case and a citizen of the United States of America and California.

2. I have read the foregoing complaint for declaratory and injunctive relief.

3. I have personal knowledge of the factual allegations in paragraphs 5, 8, 9-13, 15, 20, 24-25, 58-75, 76-114, 174-180 of the Verified Complaint and know them to be true.

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

Executed this 17 day of August, 2023.



James Druley, Plaintiff