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**UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF CALIFORNIA**

ALEJANDRO FLORES, et al.,

Plaintiffs,

v.

DR. LORI BENNETT, et al.,

Defendants.

Case No.: 1:22-cv-01003 JLT HBK

ENTRY OF PERMANENT INJUNCTION,
JUDGMENT, AND ORDER

The Court, having considered the Plaintiffs’ claims through a motion for preliminary injunction and having granted that motion (ECF No. 40), finds that entry of the Parties’ proposed stipulated permanent injunction, judgment, and order is appropriate. Therefore, upon the agreement of all parties to this action, as well as State Center Community College District, the Court enters the following order:

WHEREAS, Plaintiff Young Americans for Freedom at Clovis Community College (YAF-Clovis) is a recognized student-club that advocates for conservative principles including “individual freedom, a strong national defense, free enterprise, and traditional values.” Verified Complaint, ECF No. 1, ¶ 44.

WHEREAS, Plaintiffs Alejandro Flores, Daniel Flores, and Juliette Colunga were students at Clovis Community College and student leaders of YAF-Clovis during the events described in the Verified Complaint.

1 WHEREAS, YAF-Clovis and its student leaders attempted to post flyers promoting the
2 group’s anti-communist and pro-life viewpoints on the student-club bulletin boards in the Clovis
3 Community College student center.

4 WHEREAS, Clovis Community College maintained Poster/Flyer Instructions that
5 authorized administrators and staff to reject student flyers from being posted on interior bulletin
6 boards if those flyers were deemed “inappropriate” or “offensive.”

7 WHEREAS, Defendant Dr. Lori Bennett was the President of Clovis Community College,
8 Marco J. De La Garza was Vice President of Student Services, Gurdeep Hébert was the Dean of
9 Student Services, and Patrick Stumpf was a Senior Program Specialist during the events
10 described in the Verified Complaint.

11 WHEREAS, the Poster/Flyer Instructions in place at the times asserted in the Verified
12 Complaint subjected the Plaintiffs to the potential for viewpoint discrimination for their
13 requested postings and did not meet the First Amendment requirements for college posting
14 procedures.

15 WHEREAS, Plaintiffs filed their Verified Complaint on August 11, 2022, and also filed a
16 motion for preliminary injunction that same day.

17 WHEREAS, Plaintiffs argued in their Verified Complaint and preliminary injunction
18 motion that administrators and employees of Clovis Community College, applied the Poster/Flyer
19 Instructions to remove YAF-Clovis’s anti-communist flyers and prevent the club’s posting of pro-
20 life flyers and also that the Poster/Flyer Instructions were unconstitutionally viewpoint based,
21 overbroad, vague, and an improper prior restraint on speech.

22 WHEREAS, the Defendants were sued in both their official capacities for declaratory and
23 injunctive relief, and their individual capacities for damages.

24 WHEREAS, this Court and the Ninth Circuit Court of Appeals both ruled that the
25 Poster/Flyer Instructions likely violated the First and Fourteenth Amendments to the United
26 States Constitution on its face by being both unconstitutionally overbroad and vague and posing
27 “an unacceptable risk of the suppression of ideas otherwise protected by the First Amendment.”
28 Order, ECF No. 40, at 22.

1 WHEREAS, this Court preliminarily enjoined the Poster/Flyer Instructions “in so far as
2 [they] require[] preapproval from College administrators or staff and prohibit[] ‘inappropriate or
3 offense language or themes.’” Order, ECF No. 40, at 31.

4 WHEREAS, Clovis Community College is a college in the State Center Community
5 College District, a political subdivision of the State of California.

6 WHEREAS, the parties and State Center Community College District jointly agree that
7 the Court should enter a stipulated permanent injunction in this case to bind State Center
8 Community College District, all of its subsidiary colleges and educational centers, and their
9 administrators, employees, or agents, including those administrators, employees, or agents
10 currently holding the positions held by the official-capacity Defendants at the time when
11 Plaintiffs filed their lawsuit, but not the Defendants in their individual capacities.

12 WHEREAS, the parties have entered into a Settlement Agreement which will result in the
13 release of the remaining claims for damages, as well as attorneys’ fees and costs, upon the entry
14 of (1) this permanent injunction and order and (2) the fulfillment of additional conditions
15 described in the Settlement Agreement.

16 WHEREFORE, upon the consent and request of Plaintiffs, Defendants, and State Center
17 Community College District,

18 It is **ORDERED, ADJUDGED, and DECREED** that:

- 19 1. State Center Community College District is added to this action as a Defendant.
- 20 2. Clovis Community College’s Poster/Flyer Instructions violated the First and
21 Fourteenth Amendments to the United States Constitution.
- 22 3. Defendants, in their official capacities, violated the Plaintiffs’ First and Fourteenth
23 Amendments to the United States Constitution when they enforced the
24 Poster/Flyer Instructions against Plaintiffs’ flyers.
- 25 4. State Center Community College District, its subsidiary colleges and educational
26 centers, and their administrators, employees, and agents including those
27 administrators, employees, and agents currently holding the positions held by the
28 official-capacity Defendants at the time when Plaintiffs filed their lawsuit, are

1 permanently enjoined from enforcing, by policy or practice, any unlawful
2 viewpoint-discriminatory, overbroad, or vague regulation, or prior restraint, on the
3 content of the speech of recognized student clubs, including but not limited to bans
4 on “inappropriate” or “offensive” language.

5 5. State Center Community College District, its subsidiary colleges and educational
6 centers, and their administrators, employees, and agents are permanently enjoined
7 from using or further instituting the use of the prior Poster/Flyer Instructions,
8 attached hereto as Exhibit “A” at any State Center Community College District
9 school site.

10 6. State Center Community College District and its subsidiary colleges and
11 educational centers are mandated to adopt and implement the Replacement Posting
12 Procedure attached hereto as Exhibit “B” within 21 days of this order.

13 7. No bond or posting of security is required in connection with the entry of this
14 order.

15 8. The entry of this permanent injunction, judgment, and order does not result in the
16 release, discharge, waiver, or estoppel of any of Plaintiffs’ claims for damages or
17 their entitlement to seek attorneys’ fees and costs as a prevailing party under
18 42 U.S.C. § 1988 or any other provision of law authorizing the payment of a
19 prevailing party’s attorneys’ fees and costs.

20 9. The permanent injunction entered by the Court binds State Center Community
21 College District, its subsidiary colleges and educational centers, and their
22 administrators, employees, and agents, including those administrators, employees,
23 and agents currently holding the positions held by the official-capacity Defendants
24 at the time when Plaintiffs filed their lawsuit, but not the Defendants in their
25 individual capacities.

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10. This Court will retain jurisdiction to make any orders or findings necessary to
3 effectuate and enforce this permanent injunction, judgment, and order.
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5 IT IS SO ORDERED.

6 Dated: August 2, 2024


UNITED STATES DISTRICT JUDGE

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