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10 **IN THE UNITED STATES DISTRICT COURT**  
 11 **FOR THE CENTRAL DISTRICT OF CALIFORNIA**

12 **ALYSSA ESQUIVEL**, an individual,

13 Plaintiff(s)

14 v.

15 **SAN GABRIEL UNIFIED SCHOOL**  
 16 **DISTRICT; JAMES SYMONDS**,  
 17 both in his personal capacity and in his  
 18 official capacity as San Gabriel Unified  
 19 School District Superintendent; **ROSS**  
 20 **PERRY**, both in his personal capacity  
 21 and in his official capacity as San  
 22 Gabriel Unified School District  
 Assistant Superintendent of Human  
 Resources; **Muhammad Abdul-Qawi**,  
 both in his personal capacity and in his  
 official capacity as Del Mar High  
 School Principal.

23 Defendant(s).

**Case No.:**

**VERIFIED COMPLAINT FOR  
 INJUNCTIVE AND  
 DECLARATORY RELIEF AND  
 DAMAGES:**

- 1) DEPRIVATION OF THE FREEDOM OF SPEECH
- 2) FIRST AMENDMENT RETALIATION
- 3) PROCEDURAL VIOLATION OF THE DUE PROCESS CLAUSE
- 4) SUBSTANTIVE VIOLATION OF THE DUE PROCESS CLAUSE
- 5) TITLE VII DISCRIMINATION
- 6) TITLE VII DISPARATE TREATMENT
- 7) TITLE VII RETALIATION
- 8) FAIR EMPLOYMENT AND HOUSING ACT VIOLATION
- 9) CALIFORNIA STATE RIGHT TO FREE SPEECH VIOLATION
- 10) WRONGFUL TERMINATION IN VIOLATION OF PUBLIC POLICY

1 **INTRODUCTION**

2 1. This Action challenges the San Gabriel Unified School District’s  
3 (“District”) censorship, discrimination, and retaliation against Alyssa Esquivel (“Ms.  
4 Esquivel”) for her Christian faith and political expression.

5 2. Since October 2022, Ms. Esquivel has been a dedicated and hard-  
6 working American Sign Language (“ASL”) aide for the deaf within the District,  
7 ensuring deaf students receive exceptional academic experiences.

8 3. She is well-liked and well-appreciated by her pupils, who would not  
9 otherwise be able to participate in school without her ASL services. She has never  
10 received a complaint about her job performance.

11 4. However, after colleagues disparaged Ms. Esquivel and expressed their  
12 dislike for her Christian faith and Trump-themed backpack and water bottle, the  
13 District began to unlawfully censure Ms. Esquivel for bringing those items to school  
14 campus.

15 5. The District directed Ms. Esquivel to refrain from displaying or  
16 otherwise bringing her backpack and water bottle to school campus.

17 6. The District eventually placed Ms. Esquivel on an indefinite  
18 administrative leave, suspended her without pay, and threatened her dismissal for  
19 continuing to engage in protected speech. Ms. Esquivel is currently suspended  
20 without pay.

21 7. The District’s actions violate Ms. Esquivel’s First Amendment right to  
22 free speech, her right to be free from retaliation against the legitimate exercise of her  
23 free speech, her Due Process rights under the Fifth and Fourteenth Amendments, her  
24 rights under Title VII of the Civil Rights Act of 1964, her rights under California’s  
25 Fair Employment and Housing Act, and her right under the California Labor Code to  
26 hold unwelcome political views without threat of discharge.

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1 16. This Court has supplemental jurisdiction over the state claims pursuant  
2 to 28 U.S.C. § 1367.

3 17. This Court has authority to grant the requested declaratory relief under  
4 the Declaratory Judgment Act, 28 U.S.C. §§ 2201 and 2202, implemented through  
5 Rule 57 of the Federal Rules of Civil Procedure. This Court is also authorized to grant  
6 injunctive relief and damages under 28 U.S.C. § 1343, pursuant to Rule 65 of the  
7 Federal Rules of Civil Procedure, and reasonable attorney’s fees and costs under 42  
8 U.S.C. § 1988.

9 18. Venue is proper in this Court under 28 U.S.C. § 1391(b)(2) because a  
10 substantial part of the events or omissions giving rise to Plaintiff’s claims occurred in  
11 this district.

12 **STATEMENT OF FACTS**

13 **A. Ms. Esquivel’s Background and Employment History**

14 19. Ms. Esquivel devotes her career to educating deaf students. She  
15 achieved her associate degree in Sign Language/Interpreting at Mt. San Antonio  
16 College in 2019, and further earned a bachelor’s degree in ASL Linguistics and Deaf  
17 Culture from California State University, Long Beach in 2021.

18 20. Ms. Esquivel received a completion certificate from Americans Against  
19 Language Barriers, a non-profit which focuses on assisting people with limited  
20 English proficiency, after completing 50 hours of medical interpreter training in June  
21 2020.

22 21. She first began working with deaf students in various school districts in  
23 2014 and has held the position of ASL Special Education Instructional Aide with the  
24 District since October 2022.

25 22. Ms. Esquivel is a permanent classified employee of the District.  
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1           23. Well-versed in ASL interpreting services for students, Ms. Esquivel  
2 personally assists deaf students in one-on-one assignments to ensure the students meet  
3 their Individualized Education Program (“IEP”) objectives.

4           24. Ms. Esquivel has gone above and beyond in her work as an ASL Special  
5 Education Instructional Aide. It is because of her valuable work, talent, and skills  
6 that deaf students in the District get to participate in school and receive a high-quality  
7 education.

8           25. Ms. Esquivel has never received a poor performance review from the  
9 District or complaints about the quality of her work or effort while working at the  
10 District.

11           **B. The District’s Mistreatment of Ms. Esquivel**

12           26. Ms. Esquivel became the target of her co-workers’ contempt in May  
13 2023, when a classroom aide, Eugenia Dana, began a practice of verbally insulting  
14 Ms. Esquivel.

15           27. On or about May 26, 2023, Ms. Dana repeatedly chastised Ms. Esquivel  
16 about how it was “unfair” that Ms. Esquivel’s work schedule permitted her to leave  
17 work earlier than Ms. Dana and the other classroom aides.

18           28. Ms. Esquivel reported Ms. Dana’s verbal insults to her classroom’s lead  
19 teacher Mike Williams, and to then-Principal Muhammad Abdul-Qawi (“Defendant  
20 Abdul-Qawi”), but they failed to investigate, address, or reprimand Ms. Dana.

21           29. The District did not record or otherwise document Ms. Esquivel’s report  
22 regarding Ms. Dana’s behavior.

23           30. Ms. Esquivel had a practice of reading during her break times, and she  
24 would often read religious books.

25           31. Sometime in early June 2023, after seeing some of Ms. Esquivel’s  
26 religious books while she was on her break, lead teacher Mr. Williams told Ms.  
27 Esquivel to “tone it down with [her] faith beliefs.”  
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1           32.    Again, in early June 2023, Principal Abdul-Qawi, after seeing Ms.  
2 Esquivel reading one of her religious books on her break, told her to hide her religious  
3 books out of sight.

4           33.    On or about June 1, 2023, and on or about June 12, 2023, Ms. Esquivel  
5 again tried to meet with lead teacher Mr. Williams, Ms. Dana, and Defendant Abdul-  
6 Qawi to discuss the tension between herself and Ms. Dana. Because of Ms. Dana’s  
7 unwillingness and unavailability, neither meeting occurred.

8           34.    Neither lead teacher Mr. Williams nor Defendant Abdul-Qawi required  
9 a meeting or discussion with Ms. Dana despite Ms. Esquivel raising concerns about  
10 Ms. Dana’s treatment of her.

11          35.    Ms. Dana’s behavior escalated on or about June 15, 2023, when she  
12 moved Ms. Esquivel’s water bottle (which sported several stickers depicting  
13 presidents, including one of former-President Trump) (Exhibit 1) to a location out of  
14 Ms. Esquivel’s reach.

15          36.    When Ms. Esquivel asked Ms. Dana not to interfere with her personal  
16 items, Ms. Dana ordered her—in front of a classroom full of students—to “shut up.”

17          37.    Ms. Dana stated that she “didn’t want Trump looking at [her],” a  
18 sentiment another classroom aide, Jennifer Drake, echoed when Ms. Drake added, “I  
19 asked you [Ms. Esquivel] not to bring in that Trump stuff.”

20          38.    No student had commented or complained about Ms. Esquivel’s water  
21 bottle.

22          39.    Ms. Esquivel reported the aides’ outburst to the onsite coordinator,  
23 Ernest Lemus, but the District did not investigate or address this incident.

24          40.    The District did not record or otherwise document Ms. Esquivel’s report  
25 regarding the aides’ behavior.

26          41.    The next day, on or about June 16, 2023, Ms. Esquivel and lead teacher  
27 Mr. Williams entered their classroom to find Ms. Dana had flipped a desk over and  
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1 was throwing files around. She yelled that Ms. Esquivel was “not going to put it [the  
2 water bottle] on my desk and taunt me with him [Donald Trump].”

3 42. Ms. Esquivel had placed her belongings on the now-flipped desk since  
4 the beginning of the school year without issue.

5 43. The desk where Ms. Esquivel placed her water bottle was a shared desk  
6 used by all the classroom aides to place their belongings, including their water bottles  
7 and lunch bags.

8 44. To Ms. Esquivel’s knowledge, the desk did not belong to Ms. Dana or  
9 any other aide.

10 45. Consequently, Principal Abdul-Qawi held a staff meeting with Ms.  
11 Esquivel, Ms. Dana and Ms. Drake, lead teacher Mr. Williams, and a third aide, Omar  
12 Velasquez. This meeting opened with Ms. Dana demanding, “Can she [Ms. Esquivel]  
13 stop bringing in the Trump stuff?”

14 46. Despite Principal Abdul-Qawi’s answer that Ms. Esquivel could  
15 continue bringing her personal belongings to work, this meeting provided no clear  
16 resolution to the conflict between Ms. Esquivel and the aides.

17 47. The District did not report or otherwise address Ms. Dana’s violent  
18 outburst of flipping a desk over and throwing files.

19 48. In the following weeks, the other aides continued to mistreat Ms.  
20 Esquivel, ignoring her and refusing to use her ASL interpreting services to  
21 communicate with the deaf student in the classroom.

22 49. The aides’ refusal to utilize Ms. Esquivel’s ASL interpreting services  
23 interfered with the deaf student’s ability to follow along in class and participate in  
24 various school activities because he could not understand what the other aides were  
25 communicating.

26 50. Because of her co-workers’ treatment of her, Ms. Esquivel filed a formal  
27 discrimination and harassment complaint with the District on or about June 28, 2023.  
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1           51. On information and belief, Ms. Dana submitted a complaint against Ms.  
2 Esquivel over the phone to Assistant Superintendent Ross Perry (“Defendant Perry”)  
3 on the same day.

4           52. On or about July 5, 2023, Principal Abdul-Qawi directed Ms. Esquivel  
5 not to display her Trump-themed backpack and water bottle in public.

6           53. This was in reference to Ms. Esquivel’s souvenir backpack that bore “T-  
7 R-U-M-P” lettering over an American flag background. *See* Exhibit 2.

8           54. Ms. Esquivel asked for a policy or law that supported this directive to  
9 not display her backpack in public, but Principal Abdul-Qawi did not provide Ms.  
10 Esquivel with any District policy or law that supported this directive.

11           55. Principal Abdul-Qawi told her that she could not accompany her deaf  
12 student on the class’s field trip that afternoon unless she left her backpack behind in  
13 the classroom under a desk.

14           56. To ensure her deaf student had access to her ASL interpreter services on  
15 the field trip, Ms. Esquivel complied with Defendant Abdul-Qawi’s directive.

16           57. As she went to return her backpack to the classroom, Ms. Esquivel  
17 earned a further rebuke from Principal Abdul-Qawi when he noticed her American  
18 flag-themed jewelry and said that she was “lucky” he did not “write her up.”

19           58. On or about July 6, 2023, Principal Abdul-Qawi invited Ms. Esquivel to  
20 meet with him to discuss the work conflicts with her colleagues and to discuss whether  
21 she would be permitted to bring her Trump-themed backpack to campus.

22           59. At this meeting, Principal Abdul-Qawi detained Ms. Esquivel for a  
23 period of three hours while intermittently prioritizing other affairs unrelated to Ms.  
24 Esquivel.

25           60. This lengthy delay meant that Ms. Esquivel was unable to attend a school  
26 outing where she would have provided ASL interpreting services for deaf students.

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1           61. When Ms. Esquivel and Principal Abdul-Qawi did speak, they discussed  
2 whether she would be permitted to bring her Trump-themed backpack to school.

3           62. Defendant Abdul-Qawi never addressed the aides' comments about Ms.  
4 Esquivel's work schedule, the aides' disparaging remarks about Ms. Esquivel's water  
5 bottle and backpack, or Ms. Dana's violent outburst related to Ms. Esquivel's Trump-  
6 themed water bottle.

7           63. Following this meeting, Principal Abdul-Qawi allowed Ms. Esquivel to  
8 return to class with her water bottle and backpack but directed her not to display her  
9 water bottle and backpack.

10           64. Ms. Esquivel asked for the relevant policy or law that prohibited her from  
11 displaying her backpack and water bottle. Principal Abdul-Qawi did not provide her  
12 with any policy or law to support his directive.

13           **C. The District's Policies**

14           65. Ms. Esquivel continued to bring her Trump-themed water bottle and  
15 backpack with her to school campus believing she had a First Amendment right to do  
16 so.

17           66. On or about July 11, 2023, the District's Human Resources  
18 Superintendent Ross Perry ("Defendant Perry") emailed Ms. Esquivel with the  
19 directive that she could not "display any political attire while the students [were] in  
20 session" pursuant to California Education Code section 7054.

21           67. California Education Code section 7054 states, in relevant part, "No  
22 school district or community college district funds, services, supplies, or equipment  
23 shall be used for the purpose of urging the support or defeat of any ballot measure or  
24 candidate, including, but not limited to, any candidate for election to the governing  
25 board of the district."

26           68. At no point in time during her employment with the District did Ms.  
27 Esquivel wear any "political attire."  
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1           69. At no point in time during her employment with the District did Ms.  
2 Esquivel use district funds, services, supplies, or equipment for the purpose of urging  
3 the support or defeat of any candidate.

4           70. Neither her backpack nor her water bottle contained any messages that  
5 urged the support or defeat of any candidate.

6           71. Ms. Esquivel met with Defendant Perry that afternoon, where he gave  
7 her a copy of Education Code section 7054 and told her that she could not “have” her  
8 Trump backpack, but that she could “have” an American flag.

9           72. Defendant Perry directed Ms. Esquivel not to bring her backpack and  
10 water bottle to campus or otherwise display these items.

11           73. After seeking outside legal counsel regarding the applicability of  
12 Education Code section 7054 and determining that the statute did not apply in this  
13 instance, Ms. Esquivel returned to school on July 12, 2023, with her water bottle and  
14 backpack.

15           74. In an effort to comply with Defendant Perry and Defendant Abdul-  
16 Qawi’s directive to not display her Trump-themed backpack, Ms. Esquivel used a  
17 patch to cover a portion of the word “T-R-U-M-P” on her backpack, so that only the  
18 letters “T-R-U” were visible. *See* Exhibit 3.

19           75. After Ms. Esquivel’s arrival to school campus, lead teacher Mr. Williams  
20 alerted Defendant Perry that Ms. Esquivel had brought her backpack to school  
21 campus.

22           76. Defendant Perry again informed Ms. Esquivel that she was not permitted  
23 to display her water bottle and backpack. Relying on California Education Code  
24 7054(c), Defendant Perry threatened Ms. Esquivel with fines and imprisonment for  
25 bringing her water bottle and backpack to school.

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1           77. Ms. Esquivel requested the relevant District policy that prohibited her  
2 from bringing or otherwise displaying her Trump-themed water bottle and backpack  
3 to school.

4           78. Rather than provide a basis for his threats or any applicable District  
5 policy, Defendant Perry told Ms. Esquivel that she was banned from campus, and that  
6 effective immediately, she would be placed on involuntary administrative leave.

7           79. Defendant Perry did not inform Ms. Esquivel of the period of time she  
8 would remain on administrative leave.

9           80. Defendant Perry had the police escort Ms. Esquivel off the premises,  
10 humiliating her in front of her colleagues and pupils.

11           81. On or about July 20, 2023, Ms. Esquivel received a letter from Defendant  
12 Perry reiterating that she had been placed on paid administrative leave on July 12,  
13 2023, and that she had been directed to “physically and remotely stay away from  
14 District property, including all campuses and school sponsored events.” *See Exhibit*  
15 *4.*

16           82. In this letter, Defendant Perry also represented that Ms. Esquivel’s paid  
17 summer assignment ended on July 14, 2023, that she would not be paid while on  
18 summer break, and that her pay would resume when the work year began on August  
19 17, 2023. *Id.*

20           83. Defendant Perry told Ms. Esquivel that while she was “on paid  
21 administrative leave,” she was “directed to remain available by telephone and  
22 personal email during [] normal work hours, so that [she] can be contacted if the need  
23 arises.” *Id.*

24           84. The letter did not communicate how long Ms. Esquivel would remain on  
25 administrative leave.

26           85. On or about August 17, 2023, Defendant Perry sent Ms. Esquivel an  
27 email informing her that she was still on administrative leave. Defendant Perry stated  
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1 that the “District will soon make a determination regarding the insubordination you  
2 exhibited at the end of the summer school, and I will follow up with you soon.” *See*  
3 Exhibit 5.

4 86. In this email, Defendant Perry also informed Ms. Esquivel that he was  
5 “still wrapping up the investigation into the complaint made against [her] and the  
6 complaint that [she] made against a co-worker” and that he “should be completed with  
7 that soon.” *Id.*

8 87. The email did not communicate how long Ms. Esquivel would remain  
9 on administrative leave.

10 **D. Ms. Esquivel’s June 2023 Complaint**

11 88. Following the filing of her June 28, 2023, discrimination/harassment  
12 complaint, the District conducted an investigation.

13 89. As part of its investigation, the District reviewed Ms. Esquivel’s  
14 complaint, documents received from Ms. Esquivel, and conducted interviews of Ms.  
15 Esquivel and seven witnesses.

16 90. Defendant Perry interviewed Ms. Esquivel on or about July 11, 2023.

17 91. On or about December 8, 2023, the District issued “Findings of Fact”  
18 regarding Ms. Esquivel’s June 2023 discrimination/harassment complaint.

19 92. The District found that the allegations made in the complaint were not  
20 sustained by the evidence and closed the complaint.

21 93. On information and belief, on the same day, the District likewise found  
22 that the allegations made in Ms. Dana’s complaint against Ms. Esquivel were not  
23 sustained by the evidence and also closed Ms. Dana’s complaint.

24 94. The District issued its decision on Ms. Esquivel’s complaint 163 days  
25 after Ms. Esquivel submitted her complaint, violating District Regulation 4030, which  
26 requires a written decision to be sent to the complainant within 20 days from the  
27 receipt of the complaint. *See* Exhibit 6.

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1 95. Pursuant to District Regulation 4030, the 20-day timeline may be  
2 extended for good cause. *Id.* If an extension is needed, the parties shall be notified  
3 and informed of the reasons for the extension. *Id.*

4 96. At no point in time after Ms. Esquivel filed her complaint on June 28,  
5 2023, did the District notify Ms. Esquivel of any good cause for an extension or that  
6 an extension was needed.

7 97. Pursuant to District Regulation 4030, Ms. Esquivel timely appealed the  
8 District's decision.

9 98. The District again violated District Regulation 4030 by failing to  
10 schedule a hearing regarding Ms. Esquivel's appeal.

11 99. On or about January 24, 2024, without conducting a hearing, the District  
12 denied her appeal, and closed her complaint.

13 **E. The District's Allegations**

14 100. Ms. Esquivel continued on paid administrative through the duration of  
15 2023 and through June 2024.

16 101. She did not receive any communication from the District regarding how  
17 long she would remain on administrative leave.

18 102. After nearly six months with no communication from the District  
19 regarding her employment status, on February 15, 2024, Ms. Esquivel's lawyer sent  
20 a demand letter to Defendant Perry, Defendant Abdul-Qawi, and Defendant James  
21 Symonds, District Superintendent, requesting Ms. Esquivel's immediate  
22 reinstatement.

23 103. Five days later, on or about February 20, 2024, and after not sending any  
24 previous communication to Ms. Esquivel regarding her employment status since  
25 August 17, 2023, the District sent Ms. Esquivel a Notice of Proposed Intent to  
26 Suspend and Recommend Dismissal, and Statement of Charges.

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1           104. In this Notice, the District stated cause existed to terminate Ms. Esquivel  
2 and accused her of (1) inefficiency, (2) insubordination, (3) discourteous treatment of  
3 colleagues, (4) improper political activity, (5) violation of District policy, and (6)  
4 failure to exercise good behavior in violation of District AR 4218.

5           105. The letter invited Ms. Esquivel to attend a *Skelly* hearing, or in the  
6 alternative, submit a written response to the District’s allegations.

7           106. This letter provided no explanation for why the District waited until five  
8 days after Ms. Esquivel’s demand letter to recommend her suspension and dismissal,  
9 when it could have done so seven months earlier.

10           107. On or about February 22, 2024, the District followed up with a second  
11 letter that provided District Regulation 4219.25 as an additional basis for the District’s  
12 allegations against Ms. Esquivel.

13           108. Prior to this February 22, 2024, letter, the District had not previously  
14 cited or identified District Regulation 4219.25 as a basis for its directive that Ms.  
15 Esquivel not display or otherwise bring her Trump-themed backpack and water bottle  
16 to school campus.

17           109. In relevant part, District Regulation 4219.25(9) and (10) provide that  
18 district employees cannot “[p]resent viewpoints on a particular candidate or ballot  
19 measures in the classroom without giving equal time to the presentation of opposing  
20 views,” nor can they “[w]ear buttons or articles of clothing that express political  
21 opinions on ballot measures or candidates during instructional time.” *See* Exhibit 7.

22           110. In its February 22, 2024, letter – which neglected to mention any kind of  
23 *Skelly* hearing—the District offered Ms. Esquivel the opportunity to resign “in lieu of  
24 being terminated by the District.”

25           111. On or about April 15, 2024, Ms. Esquivel responded to the District’s  
26 February 20, 2024, letter in lieu of appearing at the *Skelly* hearing. In this response,  
27 Ms. Esquivel denied the six charges against her.

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1 112. On or about April 26, 2024, Defendant Perry informed Ms. Esquivel that  
2 the District administration would be moving forward with its recommendation to the  
3 Governing Board (“Board”) that she be suspended without pay and dismissed.

4 113. On or about April 30, 2024, the Board approved Ms. Esquivel’s  
5 suspension without pay pending her dismissal.

6 114. Ms. Esquivel requested a formal hearing contesting the recommendation  
7 for her suspension without pay and dismissal, the results of which are still pending.

8 115. Ms. Esquivel is still suspended without pay.

9 116. On or about April 29, 2024, Ms. Esquivel obtained a right-to-sue notice  
10 from the Equal Employment Opportunity Commission (“EEOC”). *See* Exhibit 8.

11 **FIRST CAUSE OF ACTION**

12 **Deprivation of Civil Rights Under 42 U.S.C. § 1983**

13 **Violation of the Free Speech Clause of the**

14 **First Amendment to the United States Constitution**

15 117. Plaintiff re-alleges and incorporates by reference the allegations in the  
16 preceding paragraphs 1 through 116, as if fully set forth herein.

17 Pursuant to 42 U.S.C. § 1983, Ms. Esquivel brings this claim against the District for  
18 acting under the color of state law to deprive her of rights secured by the U.S.  
19 Constitution.

20 118. “The First Amendment’s protections extend to ‘teachers and students,’  
21 neither of whom ‘shed their constitutional rights to freedom of speech or expression  
22 at the schoolhouse gate.’” *Kennedy v. Bremerton Sch. Dist.*, 597 U.S. 507, 522 (2022)  
23 (quoting *Tinker v. Des Moines Independent Community School Dist.*, 393 U.S. 503,  
24 506 (1969)).

25 119. Ms. Esquivel’s political expression is fully protected under the First  
26 Amendment, which prohibits the government from “abridging the freedom of  
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1 speech.” This prohibition applies to state and local governments through the  
2 Fourteenth Amendment.

3 120. A public employee’s speech is protected by the First Amendment when  
4 she “speaks on a matter of public concern” as a “private citizen.” *Johnson v. Poway*  
5 *Unified Sch. Dist.*, 658 F.3d 954, 961 (9th Cir. 2011).

6 121. The message(s) displayed on Ms. Esquivel’s Trump-themed backpack  
7 and water bottle are matters of public concern because they relate to the “political,  
8 social, or other concern to the community.” *Lane v. Franks*, 573 U.S. 228, 241 (2014).

9 122. Ms. Esquivel’s spoke as a private citizen because she “had no official  
10 duty to make the questioned statements . . . [and] the speech was not the product of  
11 perform[ing] the tasks [she] was paid to perform.” *Dodge v. Evergreen Sch. Dist.*  
12 *#114*, 56 F.4th 767, 778 (9th Cir. 2022).

13 123. Ms. Esquivel had no official duty to utilize a Trump-themed water bottle  
14 or backpack, and neither were required to perform her job. The District did not issue  
15 or pay for Ms. Esquivel’s backpack and water bottle.

16 124. The District’s directive that Ms. Esquivel not bring her Trump-themed  
17 backpack and water bottle to campus or otherwise display these items censored Ms.  
18 Esquivel’s speech by prohibiting her from speaking on matters of public concern as a  
19 private citizen.

20 125. The District’s directive that Ms. Esquivel not bring her Trump-themed  
21 backpack and water bottle to campus or otherwise display these items regulates Ms.  
22 Esquivel’s speech, including her political expression, based on its communicative  
23 content, which is a content-based restriction and is presumptively unconstitutional.

24 126. Specifically, the District ordered Ms. Esquivel to refrain from bringing  
25 her Trump-themed backpack and water bottle to school with her or otherwise  
26 displaying these items, which stifles her political expression.

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1 127. A policy “aim[ed] at the suppression’ of views” is flatly prohibited.  
2 *Iancu v. Brunetti*, 139 S. Ct. 2294, 2302 (2019).

3 128. District Regulation 4219.25 does not require or support the District’s  
4 directive that Ms. Esquivel not bring her Trump-themed backpack and water bottle to  
5 campus or otherwise display these items.

6 129. District Regulation 4219.25 does not prohibit employees from engaging  
7 in all political activity and it does not prohibit employees from bringing or displaying  
8 personal items, like a backpack, that contain political expression on campus.

9 130. The District’s directive, as applied, constitutes unconstitutional  
10 conditions because it allows the District to dismiss Ms. Esquivel for legitimately  
11 expressing unwelcome political speech. *Perry v. Sindermann*, 408 U.S. 593, 597  
12 (1972).

13 131. The District’s directive requiring Ms. Esquivel to refrain from displaying  
14 her Trump-themed backpack and water bottle, as applied, is not narrowly tailored to  
15 meet any compelling government interest.

16 132. The free speech violation is “all the more blatant” in a situation such as  
17 the one here, where the District threatened to terminate Ms. Esquivel while letting her  
18 colleagues—who lashed out in opposition to the message(s) on Ms. Esquivel’s  
19 backpack and water bottle—go unpunished. *Rosenberger v. Rector and Visitors of*  
20 *University of Virginia*, 515 U.S. 819, 829 (1995).

21 133. The District has no compelling reason to prohibit a teacher from bringing  
22 personal items to school that display only the last name or image of a former president.

23 134. The District has no compelling interest in enforcing its directive because  
24 the directive is not required by California or federal law.

25 135. As a direct and proximate result of Defendants’ violation of the First  
26 Amendment, Ms. Esquivel has suffered, and will suffer, irreparable harm, including  
27 the loss of her fundamental constitutional rights, entitling her to declaratory and  
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1 injunctive relief. Additionally, Ms. Esquivel is entitled to nominal damages,  
2 compensatory damages in an amount to be proven at trial, and attorneys' fees under  
3 42 U.S.C. § 1988.

4 **SECOND CAUSE OF ACTION**

5 **Deprivation of Civil Rights Under 42 U.S.C. § 1983**

6 **First Amendment Retaliation**

7 136. Plaintiff re-alleges and incorporates by reference the allegations in the  
8 preceding paragraphs 1 through 135, as if fully set forth herein.

9 137. This cause of action is brought pursuant to 42 U.S.C. § 1983 and the First  
10 and Fourteenth Amendments to the United States Constitution.

11 138. Clearly established law bars the government from retaliating against  
12 Americans for exercising their constitutional rights and from taking actions designed  
13 to deter people from exercising their constitutional rights. *See, e.g., Pickering v. Bd.*  
14 *of Ed. of Tp. High Sch. Dist. 205, Will County, Ill.*, 391 U.S. 563, 574 (1968) (“[A]  
15 teacher's exercise of his right to speak on issues of public importance may not furnish  
16 the basis for his dismissal from public employment.”).

17 139. A public employee's speech is protected by the First Amendment when  
18 she “speaks on a matter of public concern” as a “private citizen.” *Johnson v. Poway*  
19 *Unified Sch. Dist.*, 658 F.3d 954, 961 (9th Cir. 2011).

20 140. The message(s) displayed on Ms. Esquivel's Trump-themed backpack  
21 and water bottle are matters of public concern because they relate to the “political,  
22 social, or other concern to the community.” *Lane v. Franks*, 573 U.S. 228, 241 (2014).

23 141. Ms. Esquivel's spoke as a private citizen because she “had no official  
24 duty to make the questioned statements . . . [and] the speech was not the product of  
25 perform[ing] the tasks [she] was paid to perform.” *Dodge v. Evergreen Sch. Dist.*  
26 *#114*, 56 F.4th 767, 778 (9th Cir. 2022).

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1           142. Ms. Esquivel had no official duty to utilize a Trump-themed water bottle  
2 or backpack, and neither were required to perform her job. The District did not issue  
3 or pay for Ms. Esquivel’s backpack and water bottle.

4           143. Ms. Esquivel engaged in protected speech when she brought her Trump-  
5 themed backpack and water bottle to campus.

6           144. Neither California Education Code section 7054 nor District Regulation  
7 4219.25 require or support the District’s directive that Ms. Esquivel not bring her  
8 Trump-themed backpack and water bottle to campus or otherwise display these items.

9           145. Education Code section 7054 prohibits the use of district funds, services,  
10 supplies or equipment to urge the passage or defeat of a candidate.

11           146. Ms. Esquivel’s backpack and water bottle were personal items she  
12 purchased with her own money, not district funds.

13           147. Neither her backpack or her water bottle contained a message that urged  
14 the passage or defeat of a candidate.

15           148. District Regulation 4219.25(10) prohibits employees from wearing  
16 “articles of clothing” that express political opinions on candidates.

17           149. Ms. Esquivel’s backpack and water bottle are not articles of clothing.

18           150. The District retaliated against Ms. Esquivel because of the speech  
19 expressed on her backpack and water bottle by placing her on administrative leave,  
20 failing to provide her with information regarding her employment status for six  
21 months, threatening her with her dismissal after she sought legal help, suspending her  
22 without pay, and then recommending her dismissal.

23           151. The District threatened Ms. Esquivel with loss of employment and failed  
24 to provide an adequate policy to justify its actions.

25           152. The District presented its Directive in a take-it-or-leave-it manner  
26 because it failed to find a solution or compromise that would have allowed Ms.  
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1 Esquivel to continue using her personal items in spite of her colleagues' disdain for  
2 the items.

3 153. As a direct and proximate result of Defendants' violation of the First  
4 Amendment, Plaintiff has suffered, and will suffer, irreparable harm, including the  
5 loss of her fundamental constitutional rights, entitling her to declaratory and  
6 injunctive relief. Additionally, Plaintiff is entitled to nominal damages, compensatory  
7 damages in an amount to be proven at trial, and attorneys' fees under 42 U.S.C. §  
8 1988.

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### THIRD CAUSE OF ACTION

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#### Procedural Violation of the Due Process Clause to the United States

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#### Constitution

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#### (42 U.S.C. § 1983)

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154. Plaintiff re-alleges and incorporates by reference the allegations in the  
preceding paragraphs 1 through 153, as if fully set forth herein.

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155. 42 U.S.C. § 1983 allows plaintiffs to sue people for depriving them of  
"any rights, privileges, or immunities secured by the Constitution and laws."

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156. The Fourteenth Amendment guarantees that the States may never  
deprive a person of their interest in "life, liberty, or property" without "due process of  
the law." U.S. Const. amend. XIV, § 1.

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157. "Public employees who can be discharged only for cause have a  
constitutionally protected property interest in their employment and cannot be fired  
without due process." *Wasson v. Sonoma Cnty. Jr. Coll. Dist.*, 4 F. Supp. 2d 893, 906  
(N.D. Cal. 1997), *aff'd* on other grounds *sub nom. Wasson v. Sonoma Cnty. Junior*  
*Coll.*, 203 F.3d 659 (9th Cir. 2000)

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1           158. As a permanent classified employee of the District, Ms. Esquivel had a  
2 legitimate claim of entitlement to her continued employment, and therefore was  
3 entitled to full due process of the law before her suspension without pay.

4           159. The District had a practice of depriving Ms. Esquivel of her due process  
5 during her employment with the District and while she was on administrative leave.

6           160. Two weeks after Ms. Esquivel filed her formal complaint, Ms. Esquivel  
7 was placed on involuntary administrative leave on July 12, 2023.

8           161. The District violated District Regulation 4030 which requires that “no  
9 more than 20 business days after receiving the complaint, the coordinator shall  
10 conclude the investigation and prepare a written report of the findings.” *See Exhibit*  
11 *6.*

12           162. Defendant Perry did not provide a written report of the findings  
13 regarding Ms. Esquivel’s complaint until after the District had placed her on  
14 administrative leave and over 160 days after she filed her complaint with the District.

15           163. The District did not identify good cause for an extension of time to  
16 complete the investigation or otherwise notify Ms. Esquivel that it would not have a  
17 written report of its findings completed within 20 business days.

18           164. District Regulation 4030 also requires that the Board of Education  
19 schedule a hearing “as soon as practicable” upon receiving a complainant’s appeal of  
20 any findings. *See Exhibit 6.*

21           165. The District violated District Regulation 4030 when the District, without  
22 holding a hearing on her appeal, denied her appeal.

23           166. Additionally, employees have the right to respond to disciplinary charges  
24 in an evidentiary hearing before the discipline takes effect. *See Skelly v. State*  
25 *Personnel Bd.*, 539 P.2d 774, 780 (Cal. 1975).

26           167. The District placed Ms. Esquivel on involuntary administrative leave on  
27 July 12, 2023.

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1 168. Ms. Esquivel did not receive any information, communication, or  
2 updates regarding her employment status from August 17, 2023, until on or about  
3 February 2024.

4 169. On February 20, 2024, five days after Ms. Esquivel’s lawyer sent a  
5 demand letter requesting that Ms. Esquivel be reinstated to her position, the District  
6 lodged six allegations against Ms. Esquivel.

7 170. The District’s February 20, 2024, letter provided no explanation as to  
8 why the District waited until five days after Ms. Esquivel’s demand letter to  
9 recommend her suspension and dismissal, when it could have done so seven months  
10 earlier.

11 171. The District effectively deprived Ms. Esquivel of her interest in her  
12 employment by failing to inform or communicate the status of Ms. Esquivel’s  
13 employment for nearly seven months.

14 172. In its February 22, 2024, correspondence—which neglected to offer any  
15 kind of *Skelly* hearing—the District told Ms. Esquivel she could resign from her  
16 position with the District “in lieu of being terminated by the District.”

17 173. Based upon this District communication, the result of Ms. Esquivel’s  
18 employment—termination—was predetermined before she participated in a proper  
19 *Skelly* hearing.

20 174. As a direct and proximate result of Defendants’ violation of the Due  
21 Process Clause, Plaintiff has suffered, and will suffer, irreparable harm, including the  
22 loss of her fundamental constitutional rights, entitling her to declaratory and  
23 injunctive relief. Additionally, Plaintiff is entitled to nominal damages, compensatory  
24 damages in an amount to be proven at trial, and attorneys’ fees under 42 U.S.C. §  
25 1988.

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1 **FOURTH CAUSE OF ACTION**

2 **Substantive Violation of the Due Process Clause to the United States**

3 **Constitution**

4 **(42 U.S.C. § 1983)**

5 175. Plaintiff re-alleges and incorporates by reference the allegations in the  
6 preceding paragraphs 1 through 174, as if fully set forth herein.

7 176. 42 U.S.C. § 1983 allows plaintiffs to sue people for depriving them of  
8 “any rights, privileges, or immunities secured by the Constitution and laws.”

9 177. The Fourteenth Amendment guarantees that the States may never  
10 deprive a person of their interest in “life, liberty, or property” without “due process of  
11 the law.” U.S. Const. amend. XIV, § 1.

12 178. Generally speaking, laws must “define the criminal offense with  
13 sufficient definiteness that ordinary people can understand what conduct is prohibited  
14 and in a manner that does not encourage arbitrary and discriminatory enforcement.”  
15 *Kolender v. Lawson*, 461 U.S. 352, 357 (1983).

16 179. District Regulation 4219.25 unconstitutionally restricts the ability of Ms.  
17 Esquivel to engage in First Amendment activities.

18 180. District Regulation 4219.25 contains various terms and phrases that are  
19 impermissibly vague and ambiguous.

20 181. District Regulation 4219.25 fails to define what it means to “urge the  
21 passage or defeat of any ballot measure or candidate” or to “express political  
22 opinions” about candidates.

23 182. Further, District Regulation 4219.25 does not define “articles of  
24 clothing” or “candidate.”

25 183. Further, District Regulation 4219.25 permits unbridled discretion by  
26 allowing the District to determine what messages will warrant the suppression of  
27 speech.

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1 184. District Regulation 4219.25, as applied, encourages arbitrary  
2 enforcement. Not only does it fail to define the prohibited conduct, but it also fails to  
3 describe how the District ought to enforce District Regulation 4219.25.

4 185. The District disciplines employees pursuant to District Regulation  
5 4219.25 based on its subjective interpretation as to what constitutes “articles of  
6 clothing,” “instructional time,” “candidates,” “political opinions,” and improper  
7 political activity.

8 186. The District arbitrarily applied District Regulation 4219.25 to Ms.  
9 Esquivel, finding that her backpack constituted an “article of clothing” and that her  
10 backpack urged the support of a candidate.

11 187. As a direct and proximate result of Defendants’ violation of the Due  
12 Process Clause, Plaintiff has suffered, and will suffer, irreparable harm, including the  
13 loss of her fundamental constitutional rights, entitling her to declaratory and  
14 injunctive relief. Additionally, Plaintiff is entitled to nominal damages, compensatory  
15 damages in an amount to be proven at trial, and attorneys’ fees under 42 U.S.C. §  
16 1988.

17 **FIFTH CAUSE OF ACTION**

18 **Title VII Discrimination**

19 **(42 U.S.C. § 2000e–2(a))**

20 188. Plaintiff re-alleges and incorporates by reference the allegations in the  
21 preceding paragraphs 1 through 187, as if fully set forth herein.

22 189. Title VII of the Civil Rights Act of 1964 prohibits an employer from  
23 discriminating against its employees because of their sincerely held religious beliefs.  
24 *See* 42 U.S.C. § 2000e–2(a).

25 190. At all relevant times, Ms. Esquivel diligently performed her ASL  
26 interpreting services for the District.

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1           191. While working for the District, Ms. Esquivel did not receive any poor or  
2 negative performance reviews.

3           192. The District discriminated against Ms. Esquivel because of her Christian  
4 faith.

5           193. Multiple District employees made disparaging remarks regarding Ms.  
6 Esquivel’s Christian faith, including one District employee who told her to “tone” it  
7 down with her “faith beliefs.” Defendant Abdul-Qawi told her to put her religious  
8 books away while she was reading them on a work-break.

9           194. Following these remarks about her faith, the District refused to address  
10 Ms. Esquivel’s reports of her colleagues’ disparaging comments about her Trump-  
11 themed backpack and water bottle.

12           195. Following these remarks about her faith, the District began to censor Ms.  
13 Esquivel’s political expression by directing her not to display or otherwise bring her  
14 Trump-themed backpack and water bottle to school campus.

15           196. Because Ms. Esquivel refused to follow the District’s directive to  
16 conceal her Trump-themed backpack and water bottle on school campus, the District  
17 placed Ms. Esquivel on administrative leave for nearly a year and then suspended her  
18 without pay.

19           197. By suspending her without pay, the District has effectively discharged  
20 Ms. Esquivel. The Governing Board has also recommended her dismissal.

21           198. As a direct and proximate result of Defendants’ violation of Title VII,  
22 Plaintiff has suffered, and will suffer, harm in the loss of her employment and/or  
23 employment benefits, entitling her to declaratory and injunctive relief and damages.

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**SIXTH CAUSE OF ACTION**  
**Title VII Disparate Treatment**  
**(42 U.S.C. § 2000e–2(a))**

199. Plaintiff re-alleges and incorporates by reference the allegations in the preceding paragraphs 1 through 198, as if fully set forth herein.

200. Title VII of the Civil Rights Act of 1964 prohibits an employer from discriminating against its employees because of their sincerely held religious beliefs. *See* 42 U.S.C. § 2000e–2(a).

201. Title VII prohibits an employer from engaging in disparate treatment against its employees. *Id.* Disparate treatment occurs “where an employer has treated a particular person less favorably than others because of a protected trait.” *Wood v. City of San Diego*, 678 F.3d 1075, 1081 (9th Cir. 2012).

202. At all relevant times, Ms. Esquivel diligently performed her ASL interpreting services for the District.

203. While working for the District, Ms. Esquivel did not receive any poor or negative performance reviews.

204. The District discriminated against Ms. Esquivel because of her Christian faith.

205. Multiple District employees made disparaging remarks regarding Ms. Esquivel’s Christian faith, including one District employee who told her to “tone” it down with her “faith beliefs.” Defendant Abdul-Qawi told her to put her religious books away while she was reading them on a work-break.

206. Following these remarks about her faith, the District refused to address Ms. Esquivel’s reports of her colleagues’ disparaging comments about her Trump-themed backpack and water bottle.



1           216. Title VII of the Civil Rights Act of 1964 prohibits employers from  
2 retaliating against employees who “oppose a practice that Title VII forbids” or who  
3 “made a charge, testified, assisted, or participated in a Title VII investigation,  
4 proceeding, or hearing.” 42 U.S.C. § 2000e-3(a); *see also Burlington Northern and*  
5 *Sante Fe Ry. Co. v. White*, 548 U.S. 53, 59 (2006) (internal quotation marks omitted).

6           217. Multiple District employees made disparaging remarks regarding Ms.  
7 Esquivel’s Christian faith, including one District employee who told her to “tone” it  
8 down with her “faith beliefs.” Defendant Abdul-Qawi told her to put her religious  
9 books away while she was reading them on a work-break.

10           218. Following these remarks about her faith, the District refused to address  
11 Ms. Esquivel’s reports of her colleagues’ disparaging comments about her Trump-  
12 themed backpack and water bottle.

13           219. Following these remarks about her faith, the District began to censor Ms.  
14 Esquivel’s political expression by directing her not to display or otherwise bring her  
15 Trump-themed backpack and water bottle to school campus.

16           220. Because Ms. Esquivel refused to follow the District’s directive to  
17 conceal her Trump-themed backpack and water bottle on school campus, the District  
18 retaliated against Ms. Esquivel by placing her on administrative leave for nearly a  
19 year and then suspended her without pay.

20           221. By suspending her without pay, the District has effectively discharged  
21 Ms. Esquivel. The Governing Board has also recommended her dismissal.

22           222. As a direct and proximate result of Defendants’ violation of Title VII,  
23 Plaintiff has suffered, and will suffer, harm in the loss of her employment and/or  
24 employment benefits, entitling her to declaratory and injunctive relief and damages.

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1 **EIGHTH CAUSE OF ACTION**

2 **Violation of California’s Fair Employment and Housing Act**

3 **Cal. Gov’t Code § 12940**

4 223. Plaintiff re-alleges and incorporates by reference the allegations in the  
5 preceding paragraphs 1 through 222, as if fully set forth herein.

6 224. California’s Fair Employment and Housing Act (“FEHA”) makes it  
7 unlawful “[f]or an employer, because of the . . . religious creed . . . of any person, to  
8 refuse to hire or employ the person or to refuse to select the person for a training  
9 program leading to employment, or to bar or to discharge the person from  
10 employment or from a training program leading to employment, or to discriminate  
11 against the person in compensation or in terms, conditions, or privileges of  
12 employment.” Cal. Gov’t Code § 12940(a).

13 225. Disparate treatment claims allege that the employer treated the plaintiff  
14 differently than other similarly situated employees based on the plaintiff’s status as a  
15 protected class. *Jones v. Dep’t of Corrections & Rehabilitation*, 62 Cal. Rptr. 3d 200,  
16 209 (2007).

17 226. Multiple District employees made disparaging remarks regarding Ms.  
18 Esquivel’s Christian faith, including one District employee who told her to “tone” it  
19 down with her “faith beliefs.” Defendant Abdul-Qawi told her to put her religious  
20 books away while she was reading them on a work-break.

21 227. Following these remarks about her faith, the District refused to address  
22 Ms. Esquivel’s reports of her colleagues’ disparaging comments about her Trump-  
23 themed backpack and water bottle.

24 228. Following these remarks about her faith, the District began to censor Ms.  
25 Esquivel’s political expression by directing her not to display or otherwise bring her  
26 Trump-themed backpack and water bottle to school campus.

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1 and the interest of the State, as an employer, in promoting the efficiency of the public  
2 services it performs through its employees.” *L.A. Teachers Union v. L.A. City Board*  
3 *of Ed.*, 71 Cal.2d 551, 558 (1969).

4 237. The District’s directive that Ms. Esquivel not bring her Trump-themed  
5 backpack and water bottle to campus or otherwise display these items censored Ms.  
6 Esquivel’s speech by prohibiting her from speaking on matters of public concern as a  
7 private citizen.

8 238. The District’s directive that Ms. Esquivel not bring her Trump-themed  
9 backpack and water bottle to campus or otherwise display these items regulates Ms.  
10 Esquivel’s speech, including her political expression, based on its communicative  
11 content.

12 239. Ms. Esquivel’s Trump-themed backpack and water bottle act in bringing  
13 or otherwise displaying her Trump-themed backpack and water bottle do not interfere  
14 with the “efficiency of the public services” the District performs through Ms.  
15 Esquivel.

16 240. At all relevant times, Ms. Esquivel diligently performed her ASL  
17 interpreting services while on school campus.

18 241. No student complained about Ms. Esquivel’s backpack and water bottle.

19 242. Ms. Esquivel’s political expression cannot reasonably be considered to  
20 be associated with or sponsored by the District.

21 243. Indeed, Ms. Esquivel’s backpack and water bottle were personal items  
22 she purchased with her own money, not district funds.

23 244. The District suppressed Ms. Esquivel’s state rights when it directed her  
24 not to display or otherwise bring her Trump-themed backpack and water bottle to  
25 school.

26 245. As a direct and proximate result of Defendants’ violation of Article I,  
27 section 2 of the California State Constitution, Ms. Esquivel has suffered, and will  
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1 suffer, irreparable harm, including the loss of her fundamental constitutional rights,  
2 entitling her to nominal damages and declaratory and injunctive relief.

3 **TENTH CAUSE OF ACTION**

4 **Wrongful Termination in Violation of Public Policy**

5 **(Cal. Lab. Code § 1102)**

6 246. Plaintiff re-alleges and incorporates by reference the allegations in the  
7 preceding paragraphs 1 through 245, as if fully set forth herein.

8 247. California courts recognize that employers who terminate an employee  
9 in violation of a fundamental and substantial public policy may be liable in tort to the  
10 employee. *See Tameny v. Atlantic Richfield Co.*, 610 P.2d 1330, 1332–33 (Cal. 1980).

11 248. The California Labor Code makes it illegal for any employer to “coerce  
12 or influence or attempt to coerce or influence his employees through or by means of  
13 threat of discharge . . . to refrain from adopting or following any particular course or  
14 line of political action or political activity.” Cal. Lab. Code § 1102.

15 249. The District attempted to coerce Ms. Esquivel through threat of  
16 discharge from engaging in protected political expression.

17 250. Ms. Esquivel engaged in protected political expression by bringing her  
18 Trump-themed backpack and water bottle to school campus.

19 251. Because Ms. Esquivel refused to follow the District’s directive to  
20 conceal her Trump-themed backpack and water bottle on school campus, the District  
21 withheld information regarding Ms. Esquivel’s employment status for nearly seven  
22 months, it placed Ms. Esquivel on involuntary administrative leave for nearly a year,  
23 then suspended her without pay, and is now moving toward her dismissal.

24 252. By suspending her without pay, the District has effectively discharged  
25 Ms. Esquivel.

26 253. The District’s actions are an attempt to coerce Ms. Esquivel from  
27 engaging in protected political expression.

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1 254. As a direct and proximate result of Defendants’ violation of the  
2 California Labor Code, Plaintiff has suffered, and will suffer, substantial loss of  
3 earnings, other employment benefits, and emotional distress. Plaintiff is further  
4 entitled to a full array of tort damages, including nominal damages, compensatory  
5 damages in an amount to be proven at trial, and punitive damages. *See Rojo v. Kliger*,  
6 801 P.2d 373, 381–83 (Cal. 1990) (holding that plaintiff raising a wrongful discharge  
7 in violation of public policy claim under FEHA can recover more than the remedies  
8 FEHA provides).

9  
10 **PRAYER FOR RELIEF**

11 WHEREFORE, Plaintiff prays for relief against defendants:

- 12 1. Nominal damages for violation of her civil rights;
- 13 2. Damages for Plaintiff in an amount to be proven at trial;
- 14 3. A declaratory judgment that the District violated Plaintiff’s First  
15 Amendment rights;
- 16 4. Temporary, preliminary, and permanent injunctive relief enjoining  
17 Defendants from dismissing Plaintiff and/or taking any adverse  
18 employment action against the Plaintiff based upon her displaying or  
19 bringing her Trump-themed backpack and water bottle to campus;
- 20 5. For costs, attorneys’ fees and interest, as allowed by law; and
- 21 6. For such other relief that the Court determines is proper.

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23 DATED: July 26, 2024

ADVOCATES FOR FAITH & FREEDOM

24 By: /s Julianne Fleischer

25 Julianne Fleischer, Esq.  
26 Attorneys for Plaintiff  
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**VERIFICATION**

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I have read the foregoing **VERIFIED COMPLAINT FOR INJUNCTIVE AND DECLARATORY RELIEF AND DAMAGES** and know its contents.

I am the Plaintiff in this action. The matters stated in the foregoing document are true of my own knowledge except as to those matters which are stated on information and belief, and as to those matters, I believe them to be true.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on 07/26/24, at Covina, California.

Alyssa Esquivel  
Alyssa Esquivel