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5 **UNITED STATES DISTRICT COURT**
6 **FOR THE CENTRAL DISTRICT OF CALIFORNIA**
7 **WESTERN DIVISION**

8 KIMBERLY KRIEGER, CARLI
9 GOLBIN, ANNA KINGSTON, and
10 JANE DOE, on behalf of themselves,
11 and all others similarly situated,

12 Plaintiffs,
13 v.

14 ERIC BANKS, in his official capacity
as Chair of the California Public
Employee Relations Board; ARTHUR
A. KRANTZ, in his official capacity as
Member of the California Employee
Relations Board; LOU PAULSON, in
his official capacity as Member of the
California Public Employee Relations
Board; ADRIN NAZARIAN, in his

Case No.:

**CLASS ACTION COMPLAINT
FOR DECLARATORY
JUDGMENT, INJUNCTIVE
RELIEF, AND NOMINAL
DAMAGES FOR VIOLATION OF
CIVIL RIGHTS [42 U.S.C. § 1983]
DEMAND FOR JURY**

CLASS ACTION COMPLAINT

1

1 official capacity as Member of the
California Public Employee Relations
Board; ALBERTO CARVALHO, in his
2 official capacity as Superintendent of
Los Angeles Unified School District,

3 Defendants.

INTRODUCTION

1 Plaintiffs Kimberly Krieger, Carli Goblin, Anna Kingston, and Jane Doe are
2 all teachers employed by the Los Angeles Unified School District (LAUSD)
3 compelled by *state law* to associate with a political organization, United Teachers
4 of Los Angeles (UTLA), that publicly advocates acts violating their deeply held
5 religious beliefs. UTLA supports calls for the destruction of Plaintiffs' Israeli
6 homeland, and promotes animosity and violence towards people of Jewish descent.

7 Since the Hamas terrorist attack on Israel October 7, 2023, UTLA's vitriol
8 has only intensified. As ethnic and religious Jews the Plaintiffs share the
9 conviction that the return of the Jewish people to their ancestral homeland and the
10 reconstitution and defense of a sovereign Jewish state is a covenant with God. Yet
11 Plaintiffs are compelled to associate with ULTA in order to keep their employment
12 with LAUSD, causing them stress and ostracization from colleagues, on one hand,
13 and their faith and social communities on the other.

14 While the Plaintiffs have chosen not to be members of UTLA, they are still
forced to associate with UTLA pursuant to the California Educational Employment
Relations Act (EERA), Cal. Gov't Code §§ 3540, *et. seq.* Under the EERA,

1 Plaintiffs are within a bargaining unit of public employees, exclusively represented
2 for collective bargaining by UTLA. UTLA has exclusive legal authority to speak
3 for all employees in the unit, irrespective of whether each individual employee
4 agrees to or desires such exclusive representation. UTLA represents Plaintiffs in
5 the unit's collective bargaining agreement (CBA) negotiated and approved by
6 Defendant Alberto Carvalho, superintendent of LAUSD. UTLA inserted
7 requirements into the CBA for the adoption of model curricula for the classroom
8 that is openly anti-Semitic, and has provided teacher training opportunities where
9 teachers are taught how to avoid detection for anti-Israel rhetoric. UTLA also
10 supports anti-Semitic and anti-Israel professional development classes – classes
11 that can advance teachers' careers.

12 Both the EERA and the CBA compel Plaintiffs to associate with UTLA's
13 anti-Semitic speech and curriculum despite Plaintiffs objections based on their
14 sincerely held beliefs. This compelled association also subjects Plaintiffs to open
hostility and disapproval in their communities. Plaintiffs seek freedom from all
association with UTLA as is their right under the First Amendment to the United
States Constitution.

1 Therefore, the Plaintiffs bring this civil rights action on behalf of themselves
2 and all similarly situated persons pursuant to 42 U.S.C. § 1983 for declaratory and
3 injunctive relief, and nominal damages, to redress and prevent the ongoing
4 deprivation of rights, privileges, and immunities under the First and Fourteenth
5 Amendments to the United States Constitution.

6 **JURISDICTION AND VENUE**

7 1. This action arises under the Constitution of the United States and the
8 Federal Civil Rights Act of 1871, 42 U.S.C. § 1983, to redress the deprivation,
9 under color of state law, of Plaintiffs’ rights, privileges, and immunities under the
10 Constitution of the United States, specifically the First and Fourteenth
11 Amendments.

12 2. The Court has jurisdiction over Plaintiffs’ claims pursuant to 28
13 U.S.C. § 1331, because their claims arise under the Constitution of the United
14 States, and 28 U.S.C. § 1343, because Plaintiffs seek relief under 42 U.S.C. §
1983.

3. This action is an actual controversy in which Plaintiffs seek a
declaration of their rights under the United States Constitution.

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4. Pursuant to 28 U.S.C. §§ 2201 and 2202, this Court may declare Plaintiffs’ rights and grant further necessary and proper relief, including injunctive relief, pursuant to Federal Rule of Civil Procedure 65.

5. Defendants are “persons” within the meaning of 42 U.S.C. § 1983, and subject to remedies pursuant to that statute. *Ex parte Young*, 209 U.S. 123 (1908).

6. Venue is proper in this Court pursuant to 28 U.S.C. § 1391(b), because LAUSD is domiciled in, operates, and does business in this judicial district.

7. Additionally, the Plaintiffs’ injuries and a substantial part of the events giving rise to this action occurred in this judicial district.

PARTIES

8. Plaintiffs are each employed by LAUSD, and are each within the bargaining unit outlined in Article 1, Section 1.0 of the CBA entered into by Defendant Carvalho and UTLA for 2022-2025. A true and correct copy of the CBA is attached hereto as **Exhibit A**.

1 9. Plaintiff **Kimberly Krieger** is a “public school employee” within the
2 meaning of the EERA. Ms. Krieger has been teaching for fifteen years in both
3 middle and high school within LAUSD.

4 10. Ms. Krieger is an Orthodox Jew with a devout commitment to her
5 religious and ethnic heritage. An integral part of her sincerely held religious
6 practice is the support of the State of Israel and the cause of Zionism in creating a
7 Jewish homeland.

8 11. Plaintiff **Carli Golbin** is a “public school employee” within the
9 meaning of the EERA. Ms. Golbin has been teaching for seven years, and has been
10 in LAUSD schools for three years. She currently teaches sixth grade English,
11 history and theater at an LAUSD school.

12 12. Ms. Golbin is a Traditional Jew, and both her religious tradition and
13 her family give her strong ties to the State of Israel where members of her family
14 reside.

 13. Plaintiff **Anna Kingston** is a “public school employee” within the
 14 meaning of the EERA. Ms. Kingston has been an occupational therapist for

1
20 twenty-eight years, and has been in Los Angeles schools since 2001. She currently
works as an occupational therapist for LAUSD.

2 14. Ms. Kingston is Jewish, and has lived in Israel, and also has family
3 still living there. Zionism, or a commitment to a Jewish homeland, is an integral
component of Ms. Kingston’s Jewish identity and her faith tradition.

4 15. Plaintiff **Jane Doe** is a “public school employee” within the meaning
5 of the EERA. Jane Doe has been teaching at LAUSD for twenty-five years, and
6 currently teaches the third grade at an inner-city school.

7 16. Jane Doe is an Orthodox Jew with a sincere devotion to the State of
8 Israel. Her sincere beliefs are based on her religious convictions, her ethnic
9 heritage, and the fact that she has family residing in Israel. Zionism, or a
10 commitment to a Jewish homeland, is an integral component of Jane Doe’s Jewish
identity and her faith tradition.

11 17. Jane Doe joins this suit anonymously because she fears retaliation at
her workplace for her stance against UTLA and in support of Israel.

12 18. Members of **PERB** are the appointed pursuant to California
13 Government Code § 3541 and § 3543.

1 19. Defendant **Eric Banks** is sued in his official capacity as Chair of
2 PERB. In this role, he is directly responsible for enforcing the provisions of the
3 EERA.

4 20. Defendant **Arthur A. Krantz** is sued in his official capacity as
5 Member of PERB. In this role, he is directly responsible for enforcing the
6 provisions of the EERA.

7 21. Defendant **Lou Paulson** is sued in his official capacity as Member of
8 PERB. In this role, he is directly responsible for enforcing the provisions of the
9 EERA.

10 22. Defendant **Adrin Nazarian** is sued in his official capacity as Member
11 of PERB. In this role, he is directly responsible for enforcing the provisions of the
12 EERA.

13 23. Defendant **Alberto Carvalho** (Carvalho) is the superintendent of
14 LAUSD, and is sued in his official capacity. Carvalho oversees and manages the
collective bargaining process between the LAUSD bargaining unit and UTLA, and
approved the resulting CBA.

FACTUAL ALLEGATIONS

A. PERB Compels the Plaintiffs to Associate with a Political Organization

1 24. Under the EERA, PERB certifies bargaining units of public
2 employees, and certifies a union to be each unit’s exclusive representative for
3 collective bargaining.

4 25. A union so certified has exclusive legal authority to speak for all
5 employees in each designated bargaining unit, irrespective of whether each
6 individual employee agrees to or desires such exclusive representation.

7 26. When a union has been certified or recognized as the exclusive
8 representative, the public employer is required by law to negotiate only with that
9 union regarding the terms and conditions of employment for the public employees
10 in the bargaining unit the union exclusively represents.

11 27. In 1977, PERB certified UTLA as exclusive representative for the
12 bargaining unit described in Article 1 of the CBA. A true and correct copy of the
13 certification order is attached hereto as **Exhibit B**. *See also*, Ex. A, Article 4-A.

14 28. PERB will prohibit any attempt by Plaintiffs to renegotiate their
wages, hours or working conditions directly with LAUSD.

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29. Pursuant to state law, the certification order, and the CBA, the LAUSD instructional staff, including Plaintiffs, are forced to be included in the instructional staff bargaining unit and be exclusively represented by UTLA.

30. The EERA provides that a public school employee may decide whether or not to join an employee organization (union), but if the employee joins the union, the employee must “maintain his or her membership in good standing for the duration of the written agreement.” Cal. Gov’t Code § 3540.1.

31. Pursuant to the CBA, LAUSD “shall deduct UTLA dues from the salary of each employee who has submitted a written authorization. Such an authorization shall continue in effect unless revoked in writing by the employee.” Ex. A, art. 4-A, clause 1.0.

32. Article 4-A of the CBA grants certain rights to UTLA, including “payroll deductions,” directly from public employees’ wages, Ex. A, art. 4-A, clause 2.0, and “agency fee[s]”, Ex. A, art. 4-A, clause 4.0, 4.1.

33. As exclusive representative for the instructional staff bargaining unit, UTLA represents 30,000 LAUSD employees, per its website.

1 34. Plaintiffs have not participated in any effort or vote to certify or
recognize UTLA as exclusive representative.

2 35. Despite Plaintiffs’ resignations from membership in UTLA, they
3 remain public school employees within the meaning of the EERA, and thus subject
4 to exclusive representation by UTLA, which is the “certified employee
organization” for their bargaining unit under the EERA.

5 36. Plaintiffs’ sincere religious beliefs require them to disassociate from
6 all individuals and organizations that promote actions and activities contrary to
their sincerely held beliefs and convictions, including UTLA.

7 37. Because of their beliefs, Plaintiffs object to the association forced
8 upon them through inclusion in the bargaining unit for which UTLA is the
9 exclusive representative.

B. UTLA’s Longstanding Anti-Semitic Speech and Public Positions

10 38. UTLA’s speech and activities in opposition to Israel predate October
11 7, 2023, and has only worsened since that date.

1 39. UTLA has publicly supported, and many UTLA members are also
2 members of Union del Barrio, an organization which has publicly called for the
3 elimination of the State of Israel.

4 40. At a professional development meeting on April 13, 2021, UTLA
5 President Cecily Myart-Cruz stated that the Museum of Tolerance, a Holocaust
6 museum, is an “enemy.”

7 41. At an April 13, 2021, professional development event hosted by
8 UTLA, one of the speakers screamed “F**k Israel.”

9 42. UTLA excludes from its official Facebook Group called “UTLA FB
10 Group - Members Only” Jewish and Zionist teachers who are UTLA members.

11 43. The page includes anti-Israel posts. If any UTLA member complains
12 about these posts, UTLA admins remove the UTLA member from the Facebook
13 group.

14 44. UTLA’s official Instagram account “follows” and “likes” a large
number of anti-Semitic and anti-Zionist accounts.

1 45. At a UTLA House of Representatives meeting in May 2021, UTLA
2 passed a motion to endorse “the international campaign for boycotts, divestment,
3 and sanctions against apartheid in Israel.”

4 46. In fact, several local UTLA house of representatives passed similar
5 motions calling to boycott, divest and sanction Israel and calling Israel an
6 “apartheid” regime.

7 47. UTLA proposed a vote on a similar motion in September 2021,
8 withdrawing the motion only after intense pressure from Jewish organizations such
9 as the Anti-Defamation League.

10 48. UTLA’s Human Rights Committee provides funding for members to
11 attend anti-Israel demonstrations.

12 **C. After October 7, 2023, UTLA’s Anti-Semitic Speech Intensified**

13 49. Since October 7, 2023, UTLA has publicly expressed anti-Semitic and
14 anti-Zionist views, engaged in anti-Zionist political advocacy and actively
harassed, ostracized and discriminated against Jewish and Zionist teachers who are
forced to associate with UTLA because of exclusive representation.

1 50. UTLA refused to allow pro-Israel and Zionist members to participate
2 in Zoom meetings. Meanwhile, participants in the Zoom meetings, whether UTLA
3 members or visitors, were permitted to participate with background screens that
4 were overtly anti-Israel.

5 51. In November 2023, the UTLA Political Action Council of Educators
6 (PACE), with the encouragement of UTLA's president Cecily Myart-Cruz,
7 endorsed Khallid Al-Alim as candidate for LAUSD Board Area 1.

8 52. Mr. Al-Alim has an extensive number of public anti-Semitic posts on
9 both Twitter/X and Instagram, including blood-libel, conspiracy theories, and
10 anti-Zionist rhetoric.

11 53. When a Jewish UTLA member publicized the nature of Mr. Al-Alim's
12 posts, UTLA pressured him to stop disclosing Mr. Al-Alim's positions, and
13 subsequently UTLA Executive Board removed all evidence of the endorsement
14 from its website a few hours before the election.

15 54. However, this did not stop UTLA from donating \$728,887.44 to Mr.
16 Al-Alim's campaign. A true and correct record of this transaction is attached hereto
17 as **Exhibit C**.

1 55. When Jewish members questioned anti-Israel resolutions and motions
2 upon which UTLA was voting, UTLA harassed and removed Jewish and Zionist
3 members from its house of representative meetings in March and April 2024.

4 56. In June 2024, the UTLA house of representatives voted to support the
5 anti-Israel student encampments at UCLA.

6 57. UTLA members have held chapter-level discussions which encourage
7 support for the anti-Semitic and anti-Israel “boycott, divest and sanction”
8 movement among rank-and-file members of UTLA, who are Plaintiffs’ colleagues,
9 as well as UTLA officials.

10 58. By failing to express any support for the victims of October 7, 2023,
11 and by denouncing Israel through many official acts, UTLA has ensured that the
12 isolation, marginalization, harassment, and ridicule experienced by the pro-Israel
13 Zionist faculty would continue throughout the academic year.

14 **D. Compelled Association with UTLA Negatively Impacts Plaintiffs’ Wages
and Working Conditions, Including UTLA’s Sponsorship of Anti-Semitic
Curricula**

1 59. UTLA has supported the use of professional development called
2 “Teach Palestine” that focused on redefining Judaism for its own purposes.

3 60. The materials removed the mention of the State of Israel’s relevance
4 to the Jewish faith. The one-sided event further exacerbated feelings of
5 marginalization among teachers with Jewish backgrounds.

6 61. Professional development enables teachers to advance their careers
7 and earn higher salaries and must be approved and developed in coordination with
8 UTLA. Ex. A, Art. IX-B.

9 62. By offering anti-Zionist professional development and training
10 opportunities, UTLA not only demonstrates its bias against Jewish teachers, but
11 makes that bias part of its activities as the exclusive representative of Plaintiffs’
12 bargaining unit.

13 63. The teachers that presented at the professional development violate,
14 disparage and offend Plaintiffs’ sincerely held beliefs.

 64. In August 2024, UTLA hosted a leadership conference that included
 topics such as how to insert discussions about being anti-Israel in the classroom

1 without getting fired. A true and correct copy of the slideshow for the presentation
2 is attached hereto as **Exhibit D**.¹

3 65. At this same meeting, UTLA staff spread anti-Semitic talking points
4 by falsely implying that a Jewish cabal falsely accused an anti-Israel teacher of
5 possessing child pornography “because of this issue,” so that the teacher would
6 stop teaching anti-Israel information to his students.

7 66. While California law will require that all students graduating from
8 high school have taken at least one class in ethnic studies by 2030, Los Angeles
9 imposed the requirement effective August 25, 2020. Los Angeles also “integrate[s]
10 Ethnic Studies into the PreK-8 curricula.”²

11 67. Among its demands during the 2022 collective bargaining negotiation
12 with LAUSD, UTLA sought and obtained LAUSD’s commitment to the creation of
13 a UTLA/LAUSD Ethnic Studies Committee, in which UTLA appoints half of the
14 ten members. Ex. A, art. 25, Section 4.0.

¹ <https://x.com/ICANAction/status/1836608354023805240> (last visited October 6, 2024).

² <https://tinyurl.com/rme8tcs7> (last viewed October 6, 2024).

1 68. Under the CBA, and pursuant to that demand, the UTLA/LAUSD
2 Ethnic Studies Committee provides input on the selection of models and providers
3 of professional development, and the development or selection of curriculum and
4 teaching materials to be purchased for Ethnic Studies.

5 69. UTLA has appointed to the joint committee at least five individuals
6 who have repeatedly, and unabashedly, expressed anti-Semitic and anti-Israel
7 views, including Theresa Montañó, and Guadalupe Cardona, Dr. Melina Abdullah,
8 Roxana Duenas, and UTLA President Cecily Myart-Cruz.

9 70. Dr. Abdullah’s view of Jews has been known for years, and is vividly
10 illustrated by her social media, such as a Tweet she posted on December 3, 2018:

11 By firing @marclamonthill, @CNN has chosen to stand with a
12 Zionist Israel that Murders and terrorizes the Palestinian people.
13 They has [sic] shown the [sic] only believe in free speech for
14 some. And they have demonstrated their racism towards Black
15 Men who [sic] they cannot completely control.³

³ https://canarymission.org/professor/Melina_Abdullah (last visited October 6, 2024).

1 71. In another Tweet, Dr. Abdullah proudly and publicly shared her hatred
2 of Jews, blaming them for everything bad, including—ironically—intolerance:
3 “We must dismantle patriarchy! specifically Jewish patriarchy offending Muslims
4 & controlling our economy & campuses!” and “...more & more jews invading
5 campuses, causing islamophobia, racism, & intolerance!”

6 72. UTLA is an active proponent of the Liberated Ethnic Studies Model
7 Curriculum (“LESMC”) and instrumental in its insertion and attempted insertion
8 into the classrooms of the LAUSD.

9 73. Upon information and belief, the Ethnic Studies material taught in
10 LAUSD, is heavily influenced by LESMC, and denounces the State of Israel.

11 74. UTLA uses its member resources to promote adoption of the LESMC,
12 and uses its rights under the CBA to contribute content to the materials taught.

13 75. The Liberated Ethnic Studies Model Curriculum Consortium (the
14 Consortium) produces LESMC teaching materials.

 76. The Consortium denounces the idea of a Jewish homeland.

 77. Until recently, the Consortium stated on its website that “Zionism is a
nationalist, colonial ideology that, from the late 19th century on, has called for the

1 creation and expansion of Israel as a Jewish state in historic Palestine by any
2 means necessary.” A true and correct copy of “Preparing to Teach Palestine: A
3 Toolkit” is attached hereto as **Exhibit E**.

4 78. Theresa Montañó is a member of the joint UTLA/LAUSD Ethnic
5 Studies Committee and on the Leadership Team of the Consortium. Since she
6 works for the Consortium, and Ms. Montañó pushed for LESMC to be adopted as
7 the official curriculum for teaching ethnic studies in LAUSD.

8 79. Guadalupe Cardona is a member of the UTLA/LAUSD Ethnic Studies
9 Committee and on the Leadership Team of the Consortium. As such, she has also
10 pushed for LESMC to be the curriculum for teaching ethnic studies in LAUSD.
11 She uses LESMC in her own LAUSD classroom.

12 80. Upon information and belief, during the UTLA/LAUSD Ethnic
13 Studies Committee meetings, Montañó, Cardona and other members chosen by
14 UTLA to sit on the committee, caused LESMC materials to be included in the
Ethnic Studies curriculum that the committee recommended to LAUSD.

1 81. Upon information and belief, the Ethnic Studies materials taught in
2 LAUSD is heavily influenced by LESMC created by the Consortium. It denounces
3 the existence of the State of Israel as a morally reprehensible an idea.

4 82. On April 13, 2021, UTLA hosted a panel training to provide teachers
5 with tools to teach Ethnic Studies. At this panel, UTLA brought in Celine Qussiny,
6 as the expert to speak on “Palestine Studies.” During the panel, Qussiny explained
7 that “we have to always be confronting Zionism,” which she defined as “a
8 political, settler-colonial ideology that justifies ethnic cleansing of the Palestinians
9 from their ancestral homeland.” She described Israel as a “fascist dictatorship.”

10 83. By choosing Qussiny as an instructor at its event for teachers on how
11 to teach Ethnic Studies, UTLA intentionally advanced the view she expressed –
12 that UTLA teachers must “always be confronting Zionism” – as a principle to be
13 included in the LAUSD Ethnic Studies curriculum.

14 84. Plaintiffs strongly oppose the Ethnic Studies curriculum UTLA and its
representatives have chosen to promote.

 85. The curriculum is so overtly anti-Semitic that it creates a threatening,
discriminatory and ostracizing environment for the Plaintiffs.

1 86. Further, the knowledge that the organization that is tasked with their
2 wages, hours and working conditions hand-picked this curriculum leads Plaintiffs
3 to conclude UTLA cannot be fair or objective in representing the Plaintiffs'
4 interests.

5 **F. Plaintiffs' Forced Association with UTLA Causes Them Personal and Social**
6 **Stress, and Ostracization in Their Religious Community**

7 87. UTLA's actions create a work environment within the schools of
8 LAUSD that makes Jewish, Israeli and other teachers with sincere religious
9 convictions in support of Israel, including Plaintiffs, fearful of expressing any
10 dissent or disagreement.

11 88. This gives other teachers permission to marginalize Plaintiffs
12 professionally.

13 89. For example, a fellow teacher told Ms. Krieger that Israel is a
14 genocidal country, a statement that deeply offended Ms. Krieger.

15 90. The hostile environment UTLA has fostered also affects students. Ms.
16 Krieger has observed students bullied by other students for their support of Israel,
17 or simply for being Jewish.

1 91. Due to the overt hostility fostered by UTLA, Plaintiff Golbin has
2 become uncomfortable teaching the ancient history of Israel and Judea. She has
3 experienced students expressing their opinions such as, “Israel is in occupation of
4 Palestine.” She has had students ask her outright whether she supports Israel or
5 Palestine. She has had students refuse to identify Israel on a map.

6 92. She lives in dread of parent complaints if she gives any opinion on the
7 subject of Israel or Palestine.

8 93. Based on UTLA’s positions, Ms. Golbin does not believe UTLA could
9 represent her fairly should any such complaint lead to discipline.

10 94. Ms. Golbin has taken the step of meeting with other teachers to
11 discuss how to answer students’ questions.

12 95. On March 13, 2024, Ms. Golbin participated in a UTLA house of
13 representatives meeting on Zoom. Two individuals, Amy Leserman and Dylan
14 Hosier, encouraged parents to sign an email petition for a “no” vote on a ceasefire
resolution. UTLA president Cecily Myart Cruz said that to sign such a petition
would be an act of “white supremacy.” Other members of the UTLA house of

1 representatives declared that Ms. Leserman has “white privilege.” These members
2 also stated that Jewish parents who support Israel are “white supremacists.”

3 96. UTLA president Cecily Myart Cruz has spoken disparagingly of
4 Sephardic Jews and Persian Jews.

5 97. Her statements caused Ms. Golbin to realize that UTLA would not be
6 trustworthy as a representative for anyone with her ethnic background and
7 religious beliefs.

8 98. As a result of the anti-Semitic and anti-Zionist curriculum UTLA has
9 caused to be taught at LAUSD schools, Plaintiff Jane Doe has seen students at her
10 school bullied by other students for their support of Israel, or simply for being
11 Jewish.

12 99. Jane Doe has participated in teacher trainings during which she was
13 ostracized and targeted for her sincere beliefs. UTLA used incendiary language,
14 calling Israel an “apartheid” state committing “genocide.”

15 100. Jane Doe has experienced anti-Semitic and anti-Zionist attacks from
16 members of UTLA, including bullying and harassment.

1 101. During several meetings, UTLA administrators and officials referred
2 to Jewish parents as “those European, white oppressors in the Valley,” referencing
3 a place where many Jewish people live, and “those Middle Easterners in the rich
4 areas of Los Angeles,” referring to Sephardic and Iranian Jews that live in and
5 around Beverly Hills.

6 102. Jane Doe is afraid of being openly Jewish in school, or expressing her
7 love for Israel.

8 103. Jane Doe has felt marginalized and ostracized by UTLA whenever she
9 has tried to participate in any union activities.

10 104. Zionism is an integral component of Jane Doe’s Jewish identity, the
11 impact of UTLA’s conduct has been to marginalize and ostracize her on the basis
12 of her identity as a Jew. The union has made it clear that Jews who support the
13 Jewish homeland, the State of Israel, are not welcome.

14 105. Jane Doe resigned from UTLA because she believes that UTLA does
not represent Jewish and pro-Israel members of the bargaining unit and instead
works to eliminate them from LAUSD.

1 106. As a result of the anti-Israel curriculum taught in LAUSD and UTLA's
2 anti-Semitic and anti-Zionist actions, Jane Doe has modified her behavior at school
3 by not wearing any Jewish symbols, not discussing her love for Israel or even
4 mentioning that she has family that lives there.

5 107. Plaintiffs also strongly oppose the political positions and speech of
6 UTLA, and do not want to be associated with, represented by, or linked to UTLA
7 in any way.

8 108. However, since it is well-known that UTLA represents the entire
9 bargaining unit of teachers at LAUSD, many assume that all teachers at LAUSD
10 must share UTLA's positions.

11 109. Plaintiffs find that they are, therefore, publicly affiliated with UTLA's
12 objectionable positions.

13 110. To publicly denounce UTLA's position cannot entirely rectify this
14 misapprehension, but attempts to do so lead to additional backlash from members
of the LAUSD community who support UTLA's position.

 111. UTLA's speech, conduct and advancement of anti-Zionist curriculum,
sets Plaintiffs and their co-religionists apart and singles them out for disparate

1 treatment, opprobrium, and hostility, based solely upon their religious, ethnic, and
2 moral beliefs and identity, including their support for Israel, the nation-state of the
3 Jewish people.

4 112. Each of the Plaintiffs determined to leave their membership in UTLA
5 because of their opposition to UTLA's political and ideological positions.

6 113. Plaintiffs Krieger, Kingston and Jane Doe resigned their union
7 memberships and revoked the authorization for the continued deduction of union
8 dues from their wages as a form of protest of UTLA's anti-Semitic and anti-Israel
9 statements, actions, and positions. They obtained counsel who sent their
10 resignations to UTLA's president and outside counsel.

11 114. While UTLA confirmed that they ended their memberships in UTLA,
12 LAUSD continued to make dues deductions from the wages of Plaintiffs Krieger,
13 Kingston and Jane Doe. UTLA stated that the deductions will continue until the
14 anniversary of the date they agreed to become UTLA members.

11 115. Pursuant to California Education Code § 45060, LAUSD oversees the
12 deduction of union dues from Plaintiffs for UTLA and transmits them to UTLA.

1 116. Since the resignations of Plaintiffs Krieger, Kingston and Jane Doe,
LAUSD continues to transmit union dues deducted from their wages to UTLA.

2 117. Compelling Plaintiffs to associate with UTLA through the bargaining
3 unit causes Plaintiffs to be associated with UTLA in the public eye.

4 118. This association with UTLA has caused, and continues to cause,
5 Plaintiffs to be publicly associated with positions, speech, and actions that betray
their religious beliefs and practices.

6 119. This association with UTLA has caused, and continues to cause,
7 Plaintiffs personal stress and anxiety at work.

8 120. This association with UTLA has caused, and continues to cause,
9 Plaintiffs personal stress and anxiety in their religious community because of the
10 association their co-religionists see between employees at LAUSD and UTLA's
anti-Israel speech and actions.

11 121. The association with UTLA has caused, and continues to cause,
12 reputational damage to Plaintiffs because their acquaintances, co-religionists,
friends and relatives know that they are associated with UTLA by virtue of the fact
13 that UTLA represents all teachers in LAUSD.

CLASS ALLEGATIONS

1 122. The named Plaintiffs (Class Representatives) bring this case as a class
2 action pursuant to Federal Rules of Civil Procedure 23 and Rule 23 of the Local
3 Rules of Civil Procedure, for themselves and for all others similarly situated, and
4 any subclasses deemed appropriate by this Court.

5 123. The Class that the Class Representatives seek to represent is defined
6 as follows: all individuals: 1) who are LAUSD employees exclusively represented
7 by UTLA; 2) who are not currently members of UTLA, but who are within a
8 bargaining unit represented by UTLA; and 3) who hold sincere religious, moral
9 and political opposition to UTLA's advocacy regarding the State of Israel.

10 124. This class includes everyone who comes within the class definition at
11 any time from two (2) years prior to the commencement of this action until the
12 conclusion of this action.

13 125. Upon information and belief, there are likely hundreds of Class
14 members in varying locations across LAUSD. The proposed Class is so large and
geographically diverse that joinder is impractical, but common questions of law
and fact are presented, the claims and defenses of the representative parties are

1 typical of the claims or defenses of the class, and the representative parties will
2 fairly and adequately protect the interests of the class, so as to satisfy Fed. R. Civ.
3 P. 23(a) and L.R. 23-2.2.

4 126. There are questions of law and fact common to all Class members,
5 and these common questions of law or fact predominate over any questions
6 affecting only individual members of the Class. Common questions, within the
7 meaning of L.R. 23-2.2(d) include, but are not limited to: whether Defendants
8 violated or violate the Class members' First Amendment rights by forcing them to
9 remain associated with UTLA for purposes of collective bargaining.

10 127. The Class Representatives' claims are typical of the claims of the
11 class they seek to represent in that the Class Representatives, and all members of
12 the proposed Class, suffer compelled association with UTLA as their exclusive
13 representative. The Defendants have an identical duty to Class Representatives and
14 all other Class members regarding these claims.

15 128. Further, the Class Representatives can and will fairly and adequately
16 represent the interests of the Class, and are therefore adequate Class
17 Representatives for purposes of L.R. 23- 2.2(c).

1 129. The prosecution of separate actions by individual Class members
2 would create a risk of inconsistent or varying adjudications, which would establish
3 incompatible standards of conduct for Defendants.

4 130. Defendants have acted to deprive Class Representatives and all Class
5 members of their constitutional rights on grounds generally applicable to all,
6 thereby making appropriate declaratory, injunctive, and other equitable relief with
7 regard to the Class as such.

8 131. A class action may be maintained under Rule 23(b) and L.R. 23-2.2
9 because separate actions by Class members could risk inconsistent adjudications on
10 the underlying legal issues.

11 132. Further, a class action may be maintained under Rule 23(b) and L.R.
12 23-2.2 because an adjudication determining the constitutionality the EERA and the
13 CBA's requirement of association with UTLA as the exclusive representative even
14 for objecting LAUSD employees, as a practical matter, will be dispositive of the
interests of all Class members.

 133. Further, a class action may be maintained under Rule 23(b) and L.R.
23-2.2 because questions of law or fact common to the members of the class

1 predominate over any questions affecting only individual members in that the
2 important and controlling questions of law and fact are common to all members of
3 the Class, i.e., whether the compelled association violates the First Amendment
4 rights of Class members.

5 134. A class action is superior to other available methods for the fair and
6 efficient adjudication of the controversy in as much as the individual Class
7 members are deprived of the same rights by Defendants' actions. The limited
8 amount of money involved in each individual claim would make it burdensome for
9 the Class members to maintain separate actions.

10 135. The unconstitutional actions taken by Defendants were taken pursuant
11 to the same statutes and collective bargaining agreement, and constitute a
12 concerted scheme resulting in the violation of the rights of Plaintiffs and Class
13 members. Additionally, the fact that LAUSD must comply with PERB regulations
14 and PERB must enforce the CBA makes it expedient for the named Plaintiffs and
members of the Class to proceed against all named Defendants.

136. If granted Class Certification, Plaintiffs would provide written notice to all potential members of the Class by U.S. Mail and any other means or method directed by the Court.

CLAIMS FOR RELIEF

COUNT ONE Freedom of Association Against All Defendants (First Amendment and 42 U.S.C. § 1983)

137. Plaintiffs re-allege and incorporate by reference all allegations contained in the foregoing paragraphs.

138. The First Amendment protects the right to associate, or not associate, with individuals or groups.

139. Because freedom of conscience is central to one's rights as a citizen and member of civil society, association is often based upon one's principles of faith and morality.

140. Individuals join together and associate with individuals and groups that agree with and support their religious, moral and political views, and eschew association with individuals and groups that do not.

1 141. These freedoms are some of the most basic, and precious, possessed
by Americans, and form an important part of our shared history.

2 142. For five thousand or more years, a belief in the covenant between God
3 and the Jewish people, and the existence and divine support of a Jewish “promised
4 land” in the ancient and current location of the State of Israel, have been central to
Jewish belief systems.

5 143. UTLA as an entity, its leadership, many members, and the materials it
6 advocates for use in LAUSD classrooms are publicly and proudly anti-Israel and
anti-Semitic.

7 144. These views are well known by the public, thus by their association
8 with UTLA, the Plaintiffs are publicly associated with UTLA’s anti-Semitic views.

9 145. California Government Code §§ 3540, *et. seq.*, the California
10 Educational Employment Relations Act (EERA), and the actions of the Defendants
11 pursuant to the EERA, violate the Plaintiffs free association by forcing them to
12 associate with individuals and with speech that betrays their consciences and
deeply held religious and moral beliefs. This occurs in at least three ways.

1 146. **First**, the Plaintiffs are forced to associate with an anti-Semitic entity:
2 UTLA, their exclusive representative.

3 147. As an organization, UTLA has long adopted and publicly promulgated
4 anti-Semitic viewpoints.

5 148. UTLA supports the “BDS” movement (boycott, divest, and sanction),
6 and advocates for Israel’s elimination.

7 149. UTLA’s teacher development events removed the mention of the State
8 of Israel’s relevance to the Jewish faith.

9 150. UTLA hosted a leadership conference that included topics such as
10 how to insert discussions about being anti-Israel in the classroom without getting
11 fired.

12 151. UTLA excludes from its Facebook Group called “UTLA FB Group -
13 Members Only” Jewish and Zionist teachers who are UTLA members.

14 152. UTLA President Cecily Myart-Cruz has stated that the Museum of
Tolerance, a Holocaust museum, is an “enemy.”

1 153. Khallid Al-Alim, ULTA’s endorsed candidate for LAUSD Board Area
2 1, has an extensive number of public anti-Semitic posts on both Twitter/X and
3 Instagram, including blood-libel, conspiracy theories, and anti-Zionist rhetoric.

4 154. UTLA has appointed avowed anti-Semites to the UTLA/LAUSD
5 Ethnic Studies Committee. These individuals are members of UTLA.

6 155. UTLA hosted a panel with Celine Qussiny, who stated that “we have
7 to always be confronting Zionism,” which she defined as “a political,
8 settler-colonial ideology that justifies ethnic cleansing of the Palestinians from
9 their ancestral homeland.” She further described Israel as a “fascist dictatorship.”

10 156. The Plaintiffs’ forced association with UTLA results in their having to
11 betray the tenets of their Jewish faith and rights of free conscience.

12 157. But for the EERA, enforced by Defendants, and the CBA created
13 pursuant to that statute and enforced by Defendants, Plaintiffs would have no
14 association with UTLA and its anti-Semitic views.

 158. **Second**, the Plaintiffs are forced to associate with anti-Semitic
individuals: UTLA’s representatives, members, and associates such as other
members of the bargaining unit.

1 159. UTLA's leadership and many individual members have long adopted
and publicly promulgated anti-Semitic viewpoints.

2 160. Further, other members of the bargaining unit are openly hostile to
3 Plaintiffs and their beliefs.

4 161. Plaintiffs have been ostracized and excluded by fellow members of
their bargaining unit.

5 162. Plaintiffs have been seen colleagues and students demeaned for being
6 Jewish.

7 163. Plaintiffs live in fear of expressing any pro-Israel views or even of
wearing expressing their Judaism through wearing clothing or jewelry.

8 164. The environment that UTLA has created among the members of the
9 bargaining unit is hostile for Plaintiffs and those similarly situated.

10 165. The Plaintiffs' forced association with UTLA's representatives,
11 members, and associated persons publicly associates Plaintiffs with views that are
12 the antithesis of their sincerely held religious and moral beliefs. This subjects
Plaintiffs to suspicion and opprobrium and in their communities.

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166. But for the EERA, enforced by Defendants, and the CBA created pursuant to that statute and enforced by Defendants, Plaintiffs would have nothing to do with UTLA and its anti-Semitic views, and no compelled association with UTLA members and associated individuals who are openly hostile to Plaintiffs' Jewish faith.

167. **Third**, the Plaintiffs are forced to associate with anti-Semitic writings and instructional material: UTLA's anti-Israel curricula, with no means of separating themselves from its ideology.

168. UTLA has also supported professional development that teaches anti-Israel and anti-Semitic content.

169. The UTLA-supported Liberated Ethnic Studies Model Curriculum (LESMC) is patently anti-Semitic, and has been adopted by LAUSD in various ways and at various schools at the behest of UTLA.

170. LESMC materials denounce the idea of a Jewish homeland.

171. The Plaintiffs' forced association with ULTA results in a forced association with LESMC.

172. The Plaintiffs' forced association with LESMC results in their having to silently watch the open betrayal their Jewish faith and deeply held beliefs.

173. But for the EERA, enforced by Defendants, and the CBA created pursuant to that statute and enforced by Defendants, Plaintiffs would have no association whatsoever with LESMC and its anti-Semitic views.

174. Because of these numerous violations of their right to freedom of association, the Plaintiffs seek equitable relief against all Defendants, in their official capacities, to end the continuing irreparable injuries to their First Amendment right to free association, pursuant to 42 U.S.C. § 1983 and 28 U.S.C. §§ 2201-2202, and attorneys' fees and costs as provided by 42 U.S.C. § 1988.

COUNT TWO
Violation of Doctrine of Unconstitutional Conditions
Against All Defendants
(First Amendment and 42 U.S.C. § 1983)

175. Plaintiffs re-allege and incorporate by reference all allegations contained in the foregoing paragraphs.

176. The unconstitutional conditions doctrine holds that the state may not require the waiver of a federal right as a condition of receiving a public benefit.

1 177. Being forced to choose between preserving a constitutional right, and
2 receiving an otherwise available public benefit, contains inherent government
3 coercion.

4 178. This coercive pressure, which negates the very possibility of consent,
5 is the basis of unconstitutional conditions injuries.

6 179. The purpose of the unconstitutional conditions doctrine is to prevent
7 the government from subtly pressuring citizens, whether purposely or
8 inadvertently, into surrendering their rights.

9 180. When an individual refuses to cede a constitutional right in the face of
10 coercive pressure, such as the denial of an otherwise available governmental
11 benefit, the individual has suffered a constitutionally cognizable injury.

12 181. This coercive pressure is forbidden even when the grant of a
13 government benefit or privilege is wholly discretionary, as is the case with public
14 employment.

 182. Even though a person has no “right” to a valuable governmental
benefit and even though the government may deny him the benefit for any number

1 of reasons, it cannot condition receipt of a benefit on a waiver of a fundamental
2 right, like the right to free association.

3 183. In short, government may not grant a benefit on the condition that the
4 beneficiary surrender a constitutional right, even if the government may withhold
5 that benefit altogether.

6 184. The condition that Plaintiffs give up their free association rights
7 through being compelled to associate with a private political organization, UTLA,
8 is an unconstitutional condition on their receipt of public employment.

9 185. When hired, and while maintaining their public employment,
10 Plaintiffs are forced to choose between exercising their First Amendment right to
11 free association, or keeping their jobs.

12 186. This “choice,” is no choice at all.

13 187. But for the EERA and the CBA created pursuant to that statute, and
14 enforced by the Defendants, the Plaintiffs would have nothing to do with UTLA.

15 188. Because of Defendants’ imposition of this unconstitutional condition,
16 the Plaintiffs seek equitable relief against all Defendants, in their official
17 capacities, to end the continuing irreparable injuries to their First Amendment right

1 to free association, pursuant to 42 U.S.C. § 1983 and 28 U.S.C. §§ 2201-2202, and
2 attorneys' fees and costs as provided by 42 U.S.C. § 1988.

3 **COUNT THREE**
4 **Procedural Due Process**
5 **Against Defendant Carvalho**
6 **(First and Fourteenth Amendment and 42 U.S.C. § 1983)**

7 189. Plaintiffs Krieger, Kingston, and Jane Doe re-allege and incorporate
8 by reference all allegations contained in the foregoing paragraphs.

9 190. The First Amendment requires pre-deprivation procedural safeguards
10 to minimize the risk that an employee's money will be taken, even temporarily, to
11 fund a union's political speech without affirmative consent, causing the employee
12 irreparable harm.

13 191. Additionally, the Fourteenth Amendment's Due Process Clause
14 requires the provision of constitutionally adequate procedures before an individual
is deprived of liberty interests, like free speech interests.

192. The Due Process Clause also requires the provision of constitutionally
adequate procedures before an individual is deprived of property interests, like
lawfully earned wages.

199. Defendant Carvalho's continued intentional denial of necessary pre-deprivation procedural protections violated and continues to violate Plaintiffs Krieger, Kingston, and Jane Doe's First and Fourteenth Amendment rights to procedural due process.

200. Therefore, Plaintiffs Krieger, Kingston, and Jane Doe seek equitable relief against Defendant Carvalho, in his official capacity, to end the continuing irreparable injuries to their First Amendment and Fourteenth Amendment due process rights, pursuant to 42 U.S.C. § 1983 and 28 U.S.C. §§ 2201-2202, and attorneys' fees and costs as provided by 42 U.S.C. § 1988.

PRAYER FOR RELIEF

Wherefore, Plaintiffs respectfully request this Court order the following relief:

A. **Declaratory Judgment:**

- the compelled association between the Plaintiffs and UTLA, its representatives, members, and associates, and the LESMC, enforced by the PERB

1 Defendants and Defendant Carvalho, pursuant to the EERA and the CBA, violates
the Plaintiffs' First Amendment rights to freedom of association;

2 • the compelled association between the Plaintiffs and UTLA, enforced
3 by the PERB Defendants and Defendant Carvalho, pursuant to the EERA and the
4 CBA, violates the Plaintiffs' First Amendment right to freedom of association
under the doctrine of unconstitutional conditions;

5 • the denial of constitutionally adequate pre-deprivation procedural
6 safeguards, required by the First and Fourteenth Amendments, pursuant to
7 Defendant Carvalho's authority as superintendent of LAUSD, violates the
Plaintiff's First and Fourteenth Amendment rights.

8 **B. Injunctive Relief:**

9 • a permanent injunction enjoining Defendants, their officers,
10 employees, agents, attorneys, and all others acting in concert with them, from
engaging in any of the activities listed in Part A above that the Court declares
11 unconstitutional.

1 C. **Nominal Damages:** A judgment against all Defendants for an amount
2 of not less than \$1.00 each in nominal damages for the violation of the Plaintiffs'
3 constitutional rights.

4 D. **Attorneys' Fees and Costs:** A judgment awarding the Plaintiffs their
5 costs and reasonable attorneys' fees under 42 U.S.C. § 1988.

6 E. **Other:** Such other and further relief as the Court may deem just and
7 proper.

8 Respectfully submitted,

9 Date: October 7, 2024

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