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Catherine Blakespear
6
7

8 IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA
9 COUNTY OF SAN DIEGO – NORTH COUNTY DIVISION
10 (UNLIMITED JURISDICTION)

11 J. GARVIN WALSH, JORDAN MARKS,
STEPHEN MEICHE, ROBERT NICHOLS,
12 MATTHEW WHEELER, and ROES 1-30,

13 Plaintiffs,

14 vs.

15 CATHERINE BLAKESPEAR, an individual,
and DOES 1-5,

16 Defendants.
17

18 CATHERINE BLAKESPEAR, an individual,

19 Cross-Complainant,

20 vs.

21 J. GARVIN WALSH, JORDAN MARKS,
STEPHEN MEICHE, ROBERT NICHOLS,
22 MATTHEW WHEELER, CURRAN & CURRAN
A PROFESSIONAL LAW CORPORATION
23 (D/B/A CURRAN & CURRAN LAW),
MICHAEL D. CURRAN, and ROES 1-30,

24 Cross-Defendants.
25
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28

No.: 37-2022-00038601-CU-BC-NC

Action Filed: September 28, 2022

**VERIFIED CROSS-COMPLAINT
TO PLAINTIFFS' COMPLAINT**

The Honorable Blaine K. Bowman
Dept.: N-31

1 Defendant and Cross-Complainant, CATHERINE BLAKESPEAR, brings this Cross-
2 Complaint for damages and attorneys' fees and costs against Plaintiffs and Cross-Defendants
3 J. GARVIN WALSH, JORDAN MARKS, STEPHEN MEICHE, ROBERT NICHOLS, MATTHEW
4 WHEELER, and ROES 1-30 and against Cross-Defendants CURRAN & CURRAN A
5 PROFESSIONAL LAW CORPORATION (D/B/A CURRAN & CURRAN LAW) and MICHAEL D.
6 CURRAN, and alleges as follows:

7 **INTRODUCTION**

8 On May 12, 2022, Catherine Blakespear, the Mayor of the City of Encinitas, entered
9 into a Mutual Settlement & Release of All Claims ("Settlement Agreement") with J. Garvin Walsh,
10 Jordan Marks, Stephen Meiche, Robert Nichols, Matthew Wheeler, Curran & Curran Law, and other
11 individuals. The Settlement Agreement resolved a dispute over Mayor Blakespear's social media
12 accounts, and the parties agreed that, among other things, the terms of the Settlement Agreement
13 would remain confidential. Mere days after the parties executed the Settlement Agreement, Robert
14 Nichols and Michael D. Curran, Esq. of Curran & Curran Law, the attorney representing Plaintiffs
15 during settlement negotiations, disclosed the terms of the Settlement Agreement to The Coast News, in
16 violation of the Settlement Agreement's confidentiality provisions. The fact that Robert Nichols and
17 Michael D. Curran, Esq. breached the confidentiality provisions is manifest from The Coast News
18 article, and it was confirmed by The Coast News reporter in a text message to a representative of
19 Mayor Blakespear's campaign.

20 Cross-Defendants' disclosure constitutes a material breach of the Settlement
21 Agreement. Their actions also demonstrate that they entered into the Settlement Agreement in bad
22 faith and acted unfairly to interfere with Mayor Blakespear's right to receive the benefits of the
23 Settlement Agreement. Their disclosure, made immediately after the parties' execution of the
24 Settlement Agreement, is part of a long-standing political attempt to discredit Mayor Blakespear and
25 her candidacy for the California State Senate.

1 Mayor Blakespear therefore brings this Cross-Complaint against Cross-Defendants
2 seeking damages to compensate her for any harm caused by the breach and reasonable attorneys' fees
3 and costs.

4 **PARTIES**

5 1. Defendant and Cross-Complainant CATHERINE BLAKESPEAR
6 ("BLAKESPEAR") resides in the City of Encinitas and County of San Diego, California. She serves
7 as the Mayor of the City of Encinitas. Blakespear is also a candidate for California State Senate
8 District 38. She is a party to the Settlement Agreement.

9 2. Plaintiff and Cross-Defendant J. GARVIN WALSH, on information and belief,
10 resides in the City of Encinitas and the County of San Diego, California. He is a party to the
11 Settlement Agreement.

12 3. Plaintiff and Cross-Defendant JORDAN MARKS, on information and belief,
13 resides in the City of Encinitas and the County of San Diego, California. He is a party to the
14 Settlement Agreement.

15 4. Plaintiff and Cross-Defendant STEPHEN MEICHE, on information and belief,
16 resides in the City of Encinitas and the County of San Diego, California. He is a party to the
17 Settlement Agreement.

18 5. Plaintiff and Cross-Defendant ROBERT NICHOLS ("NICHOLS"), on
19 information and belief, resides in Oregon and owns property in the City of Encinitas. He is a party to
20 the Settlement Agreement.

21 6. Plaintiff and Cross-Defendant MATTHEW WHEELER, on information and
22 belief, resides in the City of Encinitas and the County of San Diego, California. He is a party to the
23 Settlement Agreement.

24 7. Plaintiffs and Cross-Defendants ROES 1-30 are the names of other fictitious
25 Plaintiffs identified in Plaintiffs' Complaint.

26 8. Cross-Defendant CURRAN & CURRAN A PROFESSIONAL LAW
27 CORPORATION ("CURRAN & CURRAN LAW"), on information and belief, is a professional stock
28

1 corporation formed under the laws of the State of California with its principal place of business in
2 Carlsbad and in the County of San Diego, California. Curran & Curran Law is a party to the
3 Settlement Agreement.

4 9. Cross-Defendant MICHAEL D. CURRAN is an attorney at Curran &
5 Curran Law. He was Plaintiffs’ counsel while negotiating the Settlement Agreement on behalf of
6 Plaintiffs and signed the Settlement Agreement on behalf of Curran & Curran Law.

7 **JURISDICTION**

8 10. This Cross-Complaint is subject to venue in the County of San Diego
9 because the original action by Plaintiffs was filed there.

10 **ALLEGATIONS**

11 11. On May 12, 2022, the Settlement Agreement was “made and entered into
12 between Robert Nichols and Does 1-12 [referred to herein as ‘Nichols Plaintiffs’], Curran and Curran
13 Law Firm (referred to herein as ‘Firm’) and Catherine Blakespear [referred to herein as
14 ‘Ms. Blakespear’] by and on behalf of themselves their agents and assigns.” On information and
15 belief, Does 1-12 include, among others, J. Garvin Walsh, Jordan Marks, Stephen Meiche, and
16 Matthew Wheeler.

17 12. Mayor Blakespear signed the Settlement Agreement on her own behalf on
18 May 12, 2022. Nichols signed the Settlement Agreement for himself and on behalf of the Nichols
19 Plaintiffs on May 12, 2022. Michael D. Curran, Esq. negotiated and executed the Settlement
20 Agreement as the Nichols Plaintiffs’ attorney. He also signed the Settlement Agreement on behalf of
21 Curran & Curran Law on May 12, 2022.

22 13. The Settlement Agreement has three primary terms, specified in sections 1.2-
23 1.4:

24
25 1.2 Without any admissions of any kind, and purely to resolve these
26 disputes, within five days of the complete execution of this agreement
27 Ms. Blakespear shall pay the Nichols Plaintiffs a one-time payment of
28 five thousand (\$5,000.00) US dollars without deduction of any
kind/form. The check shall be made payable to Curran & Curran Law in
Trust for the Nichols Plaintiffs. Information regarding this settlement

1 payment shall remain confidential except for any legally required
2 disclosures.

3 1.3 Ms. Blakespear will issue a public statement on her Mayor Catherine
4 Blakespear Facebook page/Instagram account apologizing for
5 blocking/censoring certain individuals on social media who have been
6 blocked/censored. A copy of that post will be provided to the Curran
7 firm within 30 days of the execution of this agreement.

8 1.4 Ms. Blakespear agrees that in the future she will not block/censor
9 First Amendment protected free speech by the Nichols Plaintiffs on her
10 government related social media sites/posts.

11 Settlement Agreement §§ 1.2-1.4.

12 14. The Settlement Agreement contains two confidentiality provisions that prohibit
13 the parties from disclosing the terms of the Settlement Agreement. First, section 1.2 states in relevant
14 part, “Information regarding this settlement payment shall remain confidential except for any legally
15 required disclosures.” Second, section 4.10 provides, “The terms of this Agreement shall remain
16 confidential except as set forth by the parties in this Agreement.” There are no terms in the Settlement
17 Agreement allowing disclosure of the settlement terms to any third party.

18 15. The Settlement Agreement provides for the resolution of disputes concerning the
19 Settlement Agreement, stating, “Any controversy, claim or dispute between the parties, directly or
20 indirectly, concerning this Agreement or the breach hereof, or the subject matter hereof, shall be
21 resolved by Court action including awarding the prevailing party’s reasonable attorneys’ fees, costs
22 and other expenses relating to that dispute, including fees and costs incurred in resolving the dispute.”
23 Settlement Agreement § 4.6.

24 16. On May 17, 2022, The Coast News published a news article, written by Stephen
25 Wyer, entitled *Blakespear Reaches Settlement Agreement with Facebook Critics*. The news article
26 states the terms of the Settlement Agreement and attributes the disclosure of the terms to Michael D.
27 Curran, Esq., the attorney at Curran & Curran Law representing the Nichols Plaintiffs:

28 Mayor Catherine Blakespear will issue a public apology for blocking
critics from participating in conversations on her mayoral Facebook page
as part of a recent settlement agreement, sources familiar with the matter
told The Coast News.

1 The settlement, which was finalized and signed on Monday, also
2 stipulates that Blakespear, a candidate for the 38th State Senate District
3 seat, will refrain from any further blocking of commenters on her social
4 media profiles, and will pay an undisclosed sum to help cover the
attorney’s fees of the involved parties, *according to Michael Curran*, an
attorney at the Carlsbad-based law firm Curran & Curran Law.

5 Exhibit A, Stephen Wyer, *Blakespear*
6 *Reaches Settlement Agreement with*
7 *Facebook Critics*, The Coast News (May 17,
8 2022), <https://thecoastnews.com/blakespear-reaches-settlement-agreement-with-facebook-critics/> (emphasis added).

9 17. The May 17, 2022, news article also cites Robert Nichols, the representative of
10 the Nichols Plaintiffs in the Settlement Agreement, who discloses the payment provision in the
11 Settlement Agreement: “In a statement provided to The Coast News, *Nichols said* the financial
12 component of the settlement wasn’t important to him, but rather the principle of the matter that drove
13 him to pursue the case at the legal level.” Exhibit A, Stephen Wyer, *Blakespear Reaches Settlement*
14 *Agreement with Facebook Critics*, The Coast News (May 17, 2022), <https://thecoastnews.com/blakespear-reaches-settlement-agreement-with-facebook-critics/> (emphasis added).

15 18. The May 17, 2022, news article quotes Ruben Flores, a former City of
16 Encinitas planning commissioner, who discloses the public apology provision of the Settlement
17 Agreement: “Flores said he appreciated Blakespear’s willingness to apologize and make amends but
18 argued the situation was reflective of a City Council that he claims has become alarmingly deaf to
19 constituents’ concerns over accountability in city government.” Exhibit A, Stephen Wyer, *Blakespear*
20 *Reaches Settlement Agreement with Facebook Critics*, The Coast News (May 17, 2022),
21 <https://thecoastnews.com/blakespear-reaches-settlement-agreement-with-facebook-critics/>. On
22 information and belief, one of the Cross-Defendants disclosed the terms of the Settlement Agreement
23 to Ruben Flores.

24 19. On May 17, 2022, Stephen Wyer of The Coast News sent a text message to
25 Kevin Sabellico, Campaign Manager for Catherine Blakespear for State Senate, stating that, before
26 The Coast News published the May 17, 2022, news article, “Curran was able to confirm for us [(The
27 Coast News)] that yes there would in fact be both a public apology forthcoming as well as a payment
28

1 made in the settlement.” Exhibit B, Text Message from Stephen Wyer, Reporter, The Coast News, to
2 Kevin Sabellico, Campaign Manager, Catherine Blakespear for State Senate (May 17, 2022, 5:28 PM
3 PDT).

4 20. Robert Nichols and Michael D. Curran, Esq.’s disclosure of the terms of the
5 Settlement Agreement to The Coast News on or before May 17, 2022, only days after the parties’
6 execution of the Settlement Agreement, shows that they had no intent to comply with the
7 confidentiality provisions of the Settlement Agreement and that they took unfair advantage of Mayor
8 Blakespear.

9 21. Mayor Blakespear has substantially performed or performed all of her material
10 obligations under the Settlement Agreement.

11 22. On May 21, 2022, Mayor Blakespear posted a public statement on her Mayor
12 Catherine Blakespear Facebook page, apologizing for blocking certain social media users, in
13 compliance with section 1.3 of the Settlement Agreement. Her public apology states in relevant part:

14 After consulting an attorney, I was informed that the subject of content
15 moderation on social media is an evolving area of law, and that the best
16 path forward was to make sure nobody on my pages was blocked or
restricted from commenting in any way. I have since done that.

17 To be very clear, I am not suggesting that the complainants posted or
18 asked others to post any of the threatening, demeaning, or harassing
19 content online that I detailed here. I am simply describing the
environment that surrounds my social media pages.

20 In the cease-and-desist letter, the complainants threatened to sue me if
21 they did not receive a public apology for their inability to participate. To
22 that end, I publicly apologize to anyone who did not have full access to
my campaign Facebook page or other social media accounts.

23 Exhibit C, Mayor Catherine Blakespear,
24 Facebook (May 21, 2022),
25 [https://www.facebook.com/
catherineblakespear/posts/pfbid0L5tKBLP3
xLRT86gVvnF911qWqwLnrQj46H69JoGB
sU1aa7atzHsucmTQZJuCw43Cl?.](https://www.facebook.com/catherineblakespear/posts/pfbid0L5tKBLP3xLRT86gVvnF911qWqwLnrQj46H69JoGBsU1aa7atzHsucmTQZJuCw43Cl?)

1 The Coast News. On or before May 17, 2022, Michael D. Curran, Esq. disclosed the three primary
2 terms of Settlement Agreement to The Coast News: (a) a sum of money paid to the Plaintiffs; (b) the
3 public apology; and (c) the agreement that Mayor Blakespear would not block comments on her public
4 social media pages.

5 30. On or before May 17, 2022, one of the Cross-Defendants violated the
6 confidentiality provisions of the Settlement Agreement, including sections 1.2 and 4.10, by disclosing
7 the terms of the Settlement Agreement to Ruben Flores.

8 31. Cross-Defendants' violations of the Settlement Agreement constitute a material
9 breach of the Settlement Agreement.

10 32. Because of these violations of the Settlement Agreement, Cross-Complainant
11 suffered damages and harm. Cross-Complainant is entitled to reasonable compensation for these
12 damages and harm and reasonable attorneys' fees and costs under section 4.6 of the Settlement
13 Agreement.

14 **SECOND CAUSE OF ACTION**
15 **(Breach of Implied Covenant of Good Faith and Fair Dealing)**

16 33. Cross-Complainant hereby realleges and incorporates the allegations contained
17 in paragraphs 1 through 32 as if fully set forth herein.

18 34. As stated above, on May 12, 2022, Cross-Complainant entered into a Settlement
19 Agreement with Cross-Defendants J. Garvin Walsh, Jordan Marks, Stephen Meiche, Robert Nichols,
20 Matthew Wheeler, and Curran & Curran Law. The Settlement Agreement required that, among other
21 things, the parties keep the terms of the Settlement Agreement confidential.

22 35. On or before May 17, 2022, mere days after the execution of the Settlement
23 Agreement, Cross-Defendants disclosed the terms of the Settlement Agreement to The Coast News and
24 Ruben Flores in violation of the confidentiality provisions of the Settlement Agreement, including
25 sections 1.2 and 4.10.

26 36. By disclosing the terms of the Settlement Agreement immediately following its
27 execution, Cross-Defendants did not act in good faith and unfairly interfered with Cross-
28 Complainant's rights to receive the benefits of the Settlement Agreement.

1 37. Cross-Complainant did all, or substantially all, of the significant things that the
2 Settlement Agreement required her to do.

3 38. As a result of Cross-Defendants' conduct, Cross-Complainant suffered damages
4 and harm. Cross-Complainant is entitled to reasonable compensation for these damages and harm and
5 reasonable attorneys' fees and costs under section 4.6 of the Settlement Agreement.

6 WHEREFORE, Cross-Complainant prays for judgment as follows:

7 1. That the Court award all damages necessary to compensate Cross-Complainant
8 for any and all harm caused by Cross-Defendants' breaches of the Settlement Agreement.

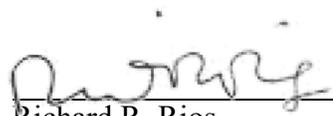
9 2. That the Court award Cross-Complainant reasonable attorneys' fees and costs
10 under section 4.6 of the Settlement Agreement and California Civil Code section 1717.

11 3. Such further relief as the Court may deem just and proper.

12 Dated: November 2, 2022

Respectfully submitted,

13 OLSON REMCHO, LLP

14
15 By:  _____

16 Richard R. Rios

17 Attorneys for Defendant and Cross-Complainant
18 Catherine Blakespear

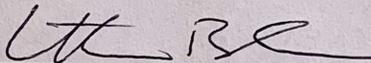
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VERIFICATION

I, Catherine Blakespear, hereby declare as follows:

I am the Defendant and Cross-Complainant in the above-noted matter. I have read the foregoing Verified Cross-Complaint to Plaintiffs' Complaint and know the contents thereof. I certify that the facts contained therein are true of my own knowledge except as to those facts which are stated on information and belief, and as to those matters I believe them to be true.

I declare under penalty of perjury that the foregoing is true and correct. Executed this 2 day of November, 2022, at Encinitas, California.


Catherine Blakespear

1 **PROOF OF SERVICE**

2 I, the undersigned, declare under penalty of perjury that:

3 I am a citizen of the United States, over the age of 18, and not a party to the within
4 cause of action. My business address is 555 Capitol Mall, Suite 400, Sacramento, CA 95814.

5 On November 2, 2022, I served a true copy of the following document(s):

6 **Verified Cross-Complaint to Plaintiffs' Complaint**

7 on the following party(ies) in said action:

8 Carla DiMare
9 Law Office of Carla DiMare, PC
10 P.O. Box 1668
11 Rancho Santa Fe, CA 92067
12 Phone: (858) 775-0707
13 Email: carla@carladimare.com

*Attorney for Plaintiffs and Cross-Defendants
J. Gavin Walsh, Jordan Marks, Stephen
Meiche, Robert Nichols, and Matthew Wheeler*

- 12 **BY UNITED STATES MAIL:** By enclosing the document(s) in a sealed envelope or package addressed to the person(s) at the address above and
 - 13 depositing the sealed envelope with the United States Postal Service, with the postage fully prepaid.
 - 14 placing the sealed envelope for collection and mailing, following our ordinary business practices. I am readily familiar with the business's practice for collecting and processing correspondence for mailing. On the same day that correspondence is placed for collection and mailing, it is deposited in the ordinary course of business with the United States Postal Service, located in Sacramento, California, in a sealed envelope with postage fully prepaid.
- 18 **BY OVERNIGHT DELIVERY:** By enclosing the document(s) in a sealed envelope or package provided by an overnight delivery carrier and addressed to the persons at the addresses listed. I placed the sealed envelope or package for collection and overnight delivery at an office or a regularly utilized drop box of the overnight delivery carrier.
- 21 **BY MESSENGER SERVICE:** By placing the document(s) in a sealed envelope or package addressed to the persons at the addresses listed and providing them to a professional messenger service for service.
- 23 **BY FACSIMILE TRANSMISSION:** By faxing the document(s) to the persons at the fax numbers listed based on an agreement of the parties to accept service by fax transmission. No error was reported by the fax machine used. A copy of the fax transmission is maintained in our files.
- 25 **BY EMAIL TRANSMISSION:** By emailing the document(s) to the persons at the email addresses listed based on a court order or an agreement of the parties to accept service by email. No electronic message or other indication that the transmission was unsuccessful was received within a reasonable time after the transmission.

1 I declare, under penalty of perjury, that the foregoing is true and correct. Executed on
2 November 2, 2022, in Sacramento, California.

3
4 
5 _____
Heather Perryman

6 (00476511-5)

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EXHIBIT A

Blakespear reaches settlement agreement with Facebook critics

Stephen Wyer : 7-9 minutes : 5/17/2022

ENCINITAS — Mayor Catherine Blakespear will issue a public apology for blocking critics from participating in conversations on her mayoral Facebook page as part of a recent settlement agreement, sources familiar with the matter told The Coast News.

The settlement, which was finalized and signed on Monday, also stipulates that Blakespear, a candidate for the 38th State Senate District seat, will refrain from any further blocking of commenters on her social media profiles, and will pay an undisclosed sum to help cover the attorney's fees of the involved parties, according to Michael Curran, an attorney at the Carlsbad-based law firm Curran & Curran Law.

In April, Curran [submitted a cease-and-desist letter](#) to Blakespear on behalf of Robert Nichols, former chairman of the Surfing Madonna Oceans Project, and approximately 15 other “citizens rights advocates,” requesting that Blakespear allow residents to freely exchange their views on her Facebook posts without being blocked or having their comments deleted.

Curran later submitted a similar letter to Councilmember Joy Lyndes, a District 3 representative also serving on the Encinitas City Council, who was accused of blocking critics.

[Blakespear eventually unblocked Nichols](#) and the other persons in question, but Curran said that his clients were still prepared to take the mayor to court with a civil lawsuit if she had not agreed to the settlement terms.

A similar settlement agreement is also being finalized with Lyndes, Curran said.

The attorney said his clients appreciate the case's resolution but the situation escalating to this level reflects poorly on the mayor.

“This [settlement] is a win for free speech,” Curran said. “The trouble with the practices of these politicians like Blakespear and Lyndes — and they're not alone in doing this by the way,

in terms of politicians blocking adverse views — is that they took a constitutional oath to protect free speech.

“We shouldn’t have had to do any of this, to begin with — they should have kept their constitutional oaths. You might think, ‘Oh, she blocked somebody, big deal,’ but actually, this is a fight for free speech. It’s a fight for our constitutional liberties, and if we give up on those, they get taken away.”

In a statement provided to The Coast News, Nichols said the financial component of the settlement wasn’t important to him, but rather the principle of the matter that drove him to pursue the case at the legal level.

“I’m happy that Mayor Catherine Blakespear signed our settlement agreement. She broke the law by violating her sworn oath of office as an elected official, was caught doing it and she knew it,” Nichols said. “I was prepared to go to court to fight for my rights and those of our community members. I didn’t care how much it was going to cost or how long it was going to take, our First Amendment is paramount.

“Any elected official who doesn’t understand how sacred our First Amendment is or their sworn oath of office as an elected public official should not be representing the people, it’s dangerous.”

In a response to a request for comment, Blakespear simply told The Coast News “the dispute over access to my social media account has been resolved and that’s all I have to say about that.”

Ruben Flores, a former Encinitas planning commissioner and a prominent critic of the sitting council, was one of several individuals represented by Curran pursuing legal action against Blakespear after his comments were reportedly deleted and he was blocked from the mayor’s Facebook page.

Flores said he appreciated Blakespear’s willingness to apologize and make amends but argued the situation was reflective of a City Council that he claims has become alarmingly deaf to constituents’ concerns over accountability in city government.

“I think, first of all, it’s very important that people understand that I am a former supporter of Blakespear, I campaigned for her,” Flores said. “But now I’ve become extremely disappointed and shocked at the turn Mayor Blakespear has taken in the last couple of years.

The fact that there had to be a settlement speaks volumes to the fact that there was something being done outside of the norm and the law and it speaks volumes to the tactics and approach that the mayor has unfortunately taken on in the last three or four years.

“It’s saddening to me, and it happened not just to me but to many people in this community. The idea of excluding dissenting voices just creates an artificial echo chamber, and it’s a reflection of the attitude of our elected leaders. I want them to listen to all points of view, even the people that voted against them.”

While there is no law against a private individual restricting access to their personal social media, [recent federal rulings](#) have determined the First Amendment can be violated if elected officeholder restricts access to their social media page used to engage in activities related to their official capacity.

Since Blakespear uses her official mayoral Facebook page as a forum to discuss city and regional business, events and projects, all speech on such a forum is subject to constitutional protections, Curran said.

David Snyder, attorney and executive director of First Amendment Coalition, said the settlement agreement requiring the mayor to apologize was an ideal outcome allowing both parties to avoid costly and time-consuming litigation.

“This was a good result where there’s no need for a lawsuit,” Snyder told The Coast News. “The mayor agreed to correct her behavior and this presumably means she won’t do this in the future. When these things are resolved short of litigation that’s often the best course cause lawsuits take time and money.”

Snyder also explained that such legal cases involving the social media pages of political figures are becoming increasingly common, describing it as an “evolving field of law.”

Generally speaking, judges appear to be considering officeholders’ social media pages to be “public forums,” and thus protected under the First Amendment, Snyder said.

“It is something that is coming up more and more often, that public officials are becoming aware that their social media platforms may be subject to same kinds of first amendment requirements that forums in public spaces are subject to,” Snyder said. “Provided that the account is connected to your work as a public official, the courts are making it clear that you

can't arbitrarily block people just because they disagree with your viewpoint, perceived or real."

"In a public forum, you can't engage in viewpoint discrimination, like at a city council meeting you can't say well if you speak negatively about this policy proposal we're going to give you less time than someone who speaks favorably of the proposal. There's a growing body of case law that exports this doctrine to the social media realm under the theory that social media accounts — while not in a physical space — provide the same sorts of places for public discussion about the public's business."

Related Posts:

- [Election 2020: North County's School Board Candidates](#) October 23, 2020
- [Election 2020: North County's City Council and County Board...](#) October 16, 2020
- [Election 2022: Municipal Races Preview](#) October 7, 2022
- [Election 2022: School Board Races](#) October 13, 2022
- [Residents threaten lawsuit after Blakespear's 'disingenuous'...](#) May 23, 2022
- [Election 2022: California Legislature Races Preview](#) September 30, 2022

Do you want to buy a house?

EXHIBIT B

Tue, May 17, 1:41 PM

Did Curran or Nichols give you the settlement agreement?

Tue, May 17, 5:28 PM

Hi Kevin, thanks for reaching out (sorry for the delayed reply btw). When we heard that there was going to be a settlement in this case, we reached out to Mr. Curran and inquired if, based on the cease and desist letter, there would be any kind of standard resolution involving an apology, payment, etc. Curran was able to confirm for us that yes there would in fact be both a public apology forthcoming as well as a payment made in the settlement. Based on this verification we felt comfortable publishing the article with the information contained.



Ok thanks

Wed, May 18, 1:25 PM

Catherine just got back from Sacramento and needs to prepare for a City Council meeting. If you need someone to speak on the record before your deadline, I can do it.



iMessage



EXHIBIT C

Sign Up

Email or phone

Password

Log In

Forgot account?



Mayor Catherine Blakespear

May 21 ·

Politics on social media have become an incubator for hate and vitriol that turns too many civically engaged people away from the civic dialogue. As a woman serving in elected office, I have been the target of threatening and harassing comments on my social media and in my daily life — personal attacks, not simply ones disagreeing with my policy perspectives.

My social media experience is part of my larger life experience as a female public official, including a direct rape threat texted to my personal cell phone number that addressed me by name, a large number of protesters outside my home where I live with my husband and children taunting me to come out, and being shouted at while going about my daily life, among other aggressions.

Threatening behavior has spilled over to my campaign social media accounts where people have wished harm on me, smeared my campaign staff, doctored personal photos, posted the same hateful comments dozens of times, and one person even sent a photo of male genitalia.

My campaign social media page is not an official city-sponsored or city-funded social media page and no decisions are being made by the government on my social media pages.

Recently, an attorney sent me a cease-and-desist letter on behalf of certain individuals and anonymous complainants who claimed they were not able to participate in my campaign Facebook page. After consulting an attorney, I was informed that the subject of content moderation on social media is an evolving area of law, and that the best path forward was to make sure nobody on my pages was blocked or restricted from commenting in any way. I have since done that.

To be very clear, I am not suggesting that the complainants posted or asked others to post any of the threatening, demeaning, or harassing content online that I detailed here. I am simply describing the environment that surrounds my social media pages.

In the cease-and-desist letter, the complainants threatened to sue me if they did not receive a public apology for their inability to participate. To that end, I publicly apologize to anyone who did not have full access to my campaign Facebook page or other social media accounts. I always welcome expressions of political and policy differences, including criticisms for my job performance as your mayor, and I would never try to infringe on anyone's right to freedom of speech. As a former journalist and attorney, I understand and deeply believe that the core of our democracy is every citizen's right to express their opinion.

I know that my experience with social media is taking place in the context of our collective struggle to balance first amendment rights on social media with managing the consequences of disinformation, threats, propaganda, and harassment on these sites. Companies like Twitter are creating "crisis misinformation policies" to stop the spread of potentially dangerous false posts.

It's clear that there's a larger conversation to be had about rights on social media, especially when the right to free speech collides with other rights such as safety, privacy and protection of the public's interests, like public health.

I want to remind and reassure everyone that there are many ways – including social media – for the public to participate in policy discussions, including public comment at City Council meetings where decisions are being made, direct emails and phone calls to me, my elected colleagues or the city clerk, and talking with me directly at the many public events I attend throughout the community.

May we all try to practice civility in our public discourse.

96

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