

Brian Acree (SBN 202505)
LAW OFFICE OF BRIAN ACREE
5042 Wilshire Blvd., Suite 38524
Los Angeles, CA 90036
Phone: (323) 813-5093
Email: brian@brianacree.com

Sabrina D. Venskus (SBN 219153)
VENSKUS & ASSOCIATES, A.P.C.
603 West Ojai Avenue, Suite F
Ojai, CA 93023
Telephone: (805) 272-8628
Email: venskus@lawsv.com

Attorneys for Plaintiffs

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES**

DAVID BYRNE, VICKI CARLTON-
BYRNE; THOMAS DREW MASHBURN;
GERALD SCHWANKE; JOEL MAHARRY;
DOUGLAS LA BARRE; LESLIE FERRARO
Plaintiffs,

v.

LESLIE RULE; JON E DRUCKER;
Defendants,

CASE NO.: 2023CUMC008352

**[PROPOSED] STIPULATED
JUDGMENT AS TO DEFENDANT
LESLIE RULE**

1 **1. INTRODUCTION**

2 1.1 On or about March 28, 2023, plaintiffs DAVID BYRNE, VICKI CARLTON-
3 BYRNE, THOMAS DREW MASHBURN, GERALD SCHWANKE; JOEL MAHARRY,
4 DOUGLAS LA BARRE; LESLIE FERRARO ("Plaintiffs") filed an action in this Court
5 alleging that Defendants LESLIE RULE and JON DRUCKER violated the Brown Act when
6 they disclosed information obtained from closed sessions of the Ojai City Council to person
7 unauthorized to receive such closed session information ("Lawsuit").

8 1.2 Plaintiffs filed their operative First Amended Complaint for Declaratory and
9 Injunctive Relief ("Complaint") on May 2, 2023.

10 1.3 Plaintiffs and Defendant Leslie Rule ("Settling Defendant", and together
11 "Settling Parties" or a "Settling Party") stipulate that this Court has jurisdiction over the
12 allegations in the Complaint, that venue is proper in the County of Ventura, and that this Court
13 has jurisdiction to enter this Stipulated Judgment as a full and final settlement and resolution of
14 the allegations contained in the Lawsuit and Complaint, and of all claims which were or could
15 have been raised based on the facts alleged therein or arising therefrom.

16 1.4 The Settling Parties enter into this Stipulated Judgment pursuant to a full and
17 final settlement of highly disputed claims between the Settling Parties for the purpose of
18 avoiding prolonged litigation.

19 **2. INJUNCTIVE RELIEF**

20 2.1 Defendant Leslie Rule acknowledges that on May 15, 2023, the Office of the
21 District Attorney for the County of Ventura issued a "Demand to Cease and Desist Brown Act
22 Violations" which concluded that Ms. Rule's January 24, 2023 public disclosures of information
23 obtained from closed sessions of the Ojai City Council were a violation of the Ralph M. Brown
24 Act (Government Code sections 54950 *et seq.*).

25 2.2 Defendant Leslie Rule acknowledges that her attorney, Jon Drucker, gave her
26 advice that resulted in actions that were later found by the District Attorney to be violations of
27 the Brown Act (specifically Government Code section 54963(a)). Defendant Leslie Rule accepts
28 the District Attorney's findings.

2.3 Defendant Leslie Rule agrees that she is prohibited from and shall refrain from recording in any form or medium any closed session meeting of the Ojai City Council without the knowledge and consent of a majority of the members of the Ojai City Council.

2.4 Defendant Leslie Rule agrees that she is prohibited from and shall refrain from disclosing any information she obtains from a closed session of the Ojai City Council to any person other than the Ventura County District Attorney, the Ventura County Grand Jury, or as otherwise directed by court order.

3. ATTORNEYS' FEES AND COSTS

3.1 No later than sixty (60) days after the Effective Date, for all work performed through the Court's entry of this Stipulated Judgment, the sum of \$380,000 shall be paid to the "Law Office of Brian Acree" as reimbursement for any and all expenses and attorneys' fees incurred by Plaintiffs in this matter with respect to Defendant Leslie Rule. The payment required hereunder shall be delivered to the attention of Brian Acree, Law Office of Brian Acree, 5042 Wilshire Blvd., Suite 38524, Los Angeles, CA 90036, or forwarded by ACH or other means of electronic transfer (with Mr. Acree responsible for separately and timely providing instructions for the electronic transfer upon request).

3.2 Plaintiffs will not seek to collect the outstanding costs on appeal from Settling Defendant, including those identified in the Memorandum of Costs on Appeal filed December 15, 2025 ("Costs Memo") and/or any related costs order. The Costs Memo and/or other related costs order is no longer of any force or effect as to Settling Defendant. Plaintiffs will take all necessary actions to remove any lien(s) they placed on Settling Defendant's property from said property.

4. MATTERS COVERED BY THIS STIPULATED JUDGMENT

This Stipulated Judgment is a full, final and binding resolution between Plaintiffs, acting on behalf of the public interest, on the one hand, and Settling Defendant, on the other hand, of any actual or alleged violation(s) of the Brown Act, of all claims made or which could have been made in the Lawsuit or Complaint, and of any other statutory, regulatory or common law claim that could have been asserted against Settling Defendant in the Lawsuit or

Complaint. The releases provided by this Stipulated Judgment pertain only to causes action that arose or may have arisen or that are alleged to have arisen up to and including the Effective Date of this Stipulated Judgment.

5. COMPREHENSIVE AND GLOBAL RELEASE

5.1 Plaintiffs release and forever discharge any and all claims against Settling Defendant arising from any actual or alleged violation of the Brown Act, or any other statutory, common law or other claim, that was or could have been asserted against Settling Defendant in the Lawsuit or Complaint.

5.2 In furtherance of the Settling Parties' intention that this Stipulated Judgment shall be effective as a full and final accord, satisfaction and release as to Settling Defendant, Plaintiffs hereby acknowledge familiarity with and understanding of California Civil Code § 1542 ("Section 1542"), which provides as follows:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

To the extent that Section 1542 or any similar law or statute may otherwise apply to this Stipulated Judgment or the claims released, Plaintiffs hereby waive and relinquish as to all matters released hereunder all rights and benefits they may have under Section 1542 or under the laws or common law of any other jurisdiction to the same or similar effect. Plaintiffs further acknowledge that, subsequent to the execution of this Stipulated Judgment, they may discover claims that were unsuspected at the time this Stipulated Judgment was executed, and which might have materially affected their decision to execute this Stipulated Judgment, but nevertheless they release Settling Defendant from any and all such claims whether known or unknown, suspected or unsuspected, at the time of the execution of this Stipulated Judgment.

5.3 This release pertains only to causes action that arose or may have arisen or that are alleged to have arisen up to and including the Effective Date of this Stipulated Judgment.

1 **6. GOOD FAITH SETTLEMENT**

2 This Stipulated Judgment has been negotiated and entered into at arms length and in good
3 faith by the Settling Parties pursuant to California Code of Civil Procedure sections 877-877.6.
4 The Settling Parties were represented by experienced counsel, and the relief provided for in this
5 Stipulated Judgment and the amount of the settlement is reasonable in light of the Settling
6 Defendant's proportionate share of potential liability, the Settling Defendant's financial status,
7 the lack of insurance coverage, and the costs of litigation.

8 **7. APPLICATION OF JUDGMENT**

9 The terms of this Stipulated Judgment shall apply to and be binding upon Plaintiffs and
10 Settling Defendant.

11 **8. NOTICE**

12 8.1 When any Settling Party is entitled to receive any notice under this Stipulated
13 Judgment, the notice shall be sent by certified mail or overnight courier service to the persons
14 listed below:

15 For Plaintiffs:
16 Brian Acree (SBN 202505)
17 LAW OFFICE OF BRIAN ACREE
18 5042 Wilshire Blvd., Suite 38524
19 Los Angeles, CA 90036
20 Phone: (323) 813-5093
21 Email: brian@brianacree.com

22 For Settling Defendant:
23 Leslie Rule
24 403 North Fulton Street
25 Ojai, CA 93023
26 Email: lcr952@mail.harvard.edu

27 With a copy to:
28 Jon-Jamison Hill, Esq.
29 MICHELMAN ROBINSON
30 10880 Wilshire Boulevard, 19th Fl.
31 Los Angeles, CA 90024
32 Phone: (310) 299-5500
33 Email: jhill@mrllp.com

34 8.2 Any Settling Party may modify the person and address to whom notice is to be
35 sent by sending each other Settling Party notice in accordance with this Paragraph.

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1 **9. AUTHORITY TO STIPULATE**

2 Each signatory to this Stipulated Judgment certifies that he or she is fully authorized to
3 enter into this Stipulated Judgment and to execute it on his or her behalf, or on behalf of the
4 Settling Party he or she represents to legally to bind that Settling Party.

5 **10. RETENTION OF JURISDICTION**

6 This Court shall retain jurisdiction of this matter to implement this Stipulated Judgment.

7 **11. JOINT PREPARATION**

8 The Settling Parties have jointly participated in the preparation of this Stipulated
9 Judgment and this Stipulated Judgment is the result of the joint efforts of the Settling Parties.
10 Accordingly, any uncertainty or ambiguity existing in this Stipulated Judgment shall not be
11 interpreted against any Settling Party as a result of the manner of the preparation of this
12 Stipulated Judgment. Each Settling Party to this Stipulated Judgment agrees that any statute or
13 rule of construction providing that ambiguities are to be resolved against the drafting Settling
14 Party should not be employed in the interpretation of this Stipulated Judgment and, in this
15 regard, the Settling Parties hereby waive California Civil Code § 1654.

16 **12. ENTIRE AGREEMENT**

17 This Stipulated Judgment contains the sole and entire agreement and understanding of
18 the Parties with respect to the entire subject matter hereof, and any and all prior discussions,
19 negotiations, commitments and understandings related to the subject matter of this Stipulated
20 Judgment are merged herein. No representations, oral or otherwise, express or implied, other
21 than those contained herein have been made by any Settling Party hereto with respect to the
22 subject matter hereof. No other agreements not specifically referred to herein, oral or
23 otherwise, shall be deemed to exist or to bind any of the Settling Parties with respect to the
24 subject matter hereof.

25 **13. GOVERNING LAW**

26 The laws of the State of California shall govern the validity, construction and
27 performance of this Stipulated Judgment.

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14. EXECUTION IN COUNTERPARTS

This Stipulated Judgment may be executed in counterparts which taken together shall be deemed to constitute one original document. Any Settling Party may execute this Stipulated Judgment using electronic means, and counterparts may be exchanged via electronic delivery (for example, facsimile or .PDF).

15. COURT APPROVAL

The "Effective Date" of this Stipulated Judgment will be the date the Stipulated Judgment is entered by the Court. If the Court does not approve this Stipulated Judgment, it shall be of no force or effect, and neither this Stipulated Judgment, or any draft, can be used in any proceeding for any purpose.

IT IS SO STIPULATED:

Dated: September 17, 2026

Signed by:

Leslie Rule

1F05076A5E1E4EA

Leslie Rule, Settling Defendant

Dated: 9/19/2026

David Byrne

David Byrne, Plaintiff

Dated: 09/19/26

Thomas Drew Mashburn

Thomas Drew Mashburn, Plaintiff

Dated: 09/19/26

Joel Maharry

Joel Maharry, Plaintiff

Dated: 9/19/2026

V. Carlton Byrne

Vicki Carlton-Byrne, Plaintiff
VICKIE

Dated: 9/19/2026

Gerald A. Schwanke

Gerald Schwanke, Plaintiff

Dated: 9/19/26

Douglas La Barre

Douglas La Barre, Plaintiff

Dated: 9/20/2026

Leslie Ferraro
Leslie Ferraro, Plaintiff

IT IS SO ORDERED, ADJUDGED, AND DECREED,

Dated: _____
HON. MARK S. BORRELL