



Office of the City Attorney

INFORMATION CALENDAR

March 24, 2026

To: Honorable Mayor and Members of the City Council

From: Farimah Faiz Brown, City Attorney

Subject: Settlement Agreement – *Berkeley People’s Alliance et. al. v. City of Berkeley et. al.*, Alameda County Superior Court Case No. 24CV064980; Cal. Court of Appeal Case No. A172245.

INTRODUCTION

Pursuant to Berkeley Municipal Code (BMC) Section 2.06.120(G), the City Attorney hereby informs the Council that a settlement has been executed in this matter.

BACKGROUND

On November 21, 2023, November 28, 2023, and January 16, 2024, City Council’s Special and Regular Meetings, respectively, were disrupted by people attending the meetings in person. The Mayor determined that City Council was unable to conduct its business due to these disruptions and that order could not be restored by removing these disruptive persons. Therefore, Mayor Jesse Arreguin, invoking Section 54957.9 of the Brown Act, recessed and reconvened the meeting to a different room to which members of the press were invited to attend in person and the public was invited to attend via Zoom videoconference.

On February 22, 2024, the Berkeley People’s Alliance and Nathan Mizell (Plaintiffs) sued the City of Berkeley and the City of Berkeley City Council (City or Defendants) in Alameda Superior Court, alleging that these actions violated Section 54957.9. (*Berkeley People’s Alliance et. al. v. City of Berkeley et. al.*, Alameda County Superior Court Case No. 24CV064980.) On October 28, 2024, the Superior Court found in favor of the City and granted the City’s demurrer (i.e., dismissed the case), finding that no violation of Section 54957.9 occurred. Subsequently, Plaintiffs appealed. (*Berkeley People’s Alliance et. al. v. City of Berkeley et. al.*, Cal. Court of Appeal Case No. A172245.)

On September 30, 2025, the Court of Appeal reversed the Superior Court’s ruling, finding that the City had violated Section 54957.9 when it recessed and reconvened these meetings in a different room.

In light of the Court of Appeal’s ruling, in a closed session on Tuesday, January 20, 2026, City Council authorized the City Attorney’s Office to enter into a settlement with the Plaintiffs. The City Attorney’s Office executed a settlement agreement with Plaintiffs on February 11, 2026. (Attachment 1.) Plaintiffs have agreed to dismiss the case once the agreement is fully performed.

Settlement Agreement – *Berkeley People’s Alliance et. al. v. City of Berkeley et. al.*,  
Alameda County Superior Court Case No. 24CV064980; Cal. Court of Appeal Case No.  
A172245.

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ENVIRONMENTAL SUSTAINABILITY AND CLIMATE IMPACTS

None.

FISCAL IMPACTS

The City will pay Plaintiffs’ costs and attorney’s fees in the amount of \$56,512.21.

CONTACT PERSON

Farimah Faiz Brown, City Attorney, City Attorney’s Office, 510-981-6998

Attachments:

- 1: Executed Settlement Agreement

**SETTLEMENT AGREEMENT**

This Settlement Agreement (the “Agreement”) between Plaintiffs Berkeley People’s Alliance and Nathan Mizell (“Plaintiffs”) and the Defendants City of Berkeley and City of Berkeley City Council (“Defendants” or “City”), collectively referred to as the “Parties,” is a final settlement of Plaintiffs’ claims in the following suit: *Berkeley People’s Alliance et al. v. City of Berkeley et al.*, Alameda County Superior Court Case No. 24CV064980; Cal. Court of Appeal Case No. A172245. The effective date of this Agreement shall be the date upon which all of the Parties have executed this Agreement (“Effective Date”).

**RECITALS**

This Agreement is based upon the following facts:

**WHEREAS**, on November 21, 2023 the Berkeley City Council held a Special Meeting;

**WHEREAS**, on November 28, 2023 the Berkeley City Council held a Regular Meeting;

**WHEREAS**, on January 16, 2024 the Berkeley City Council held a Regular Meeting,

**WHEREAS**, at a certain point during each of the abovementioned three meetings, the Mayor determined that City Council was unable to conduct its business due to disruptions from people attending the meeting in person and could not restore order by removing the disruptive people;

**WHEREAS**, subsequent to this determination in each of the abovementioned three meetings, the Mayor recessed and reconvened the meeting to a different room to which members of the press were invited to attend in person and the public was invited to attend via video;

**WHEREAS**, Plaintiffs alleged the above actions violated the Brown Act, Government Code Section 54957.9, and so filed a complaint in the Alameda Superior Court: *Berkeley People’s Alliance et al. v. City of Berkeley et al.*, Alameda County Superior Court Case No. 24CV064980;

**WHEREAS**, while the Superior Court granted the Defendants’ demurrer, Plaintiffs prevailed on appeal, Cal. Court of Appeal Case No. A172245;

**NOW, THEREFORE**, in consideration of the foregoing recitals and the terms and conditions set forth below, the Parties agree as follows:

1. **Consideration for Agreement**: In consideration for executing the Agreement, the Parties shall take the following actions:

- a. The City agrees not to recess a meeting and reconvene it in a different room or otherwise relocate a meeting pursuant to Government Code Section 54957.9, as the statute is currently drafted;
- b. At the City Council meeting where the settlement agreement is brought up for approval, the City Council will read aloud the following statement in open session:

The City Council hereby commits, consistent with the Court of Appeal's ruling, to no longer invoke Government Code Section 54957.9, as it is currently drafted, to recess a meeting and reconvene it in a different room or otherwise relocate the meeting.

c. The City agrees to pay Plaintiffs' costs and attorney's fees in the amount of \$56,512.21 and to bear its own costs and fees. The City will make payment of \$54,974.11 to the Law Office of Jonathan Weissglass and \$1,538.10 to Berkeley People's Alliance. The City will mail both checks to Plaintiffs' counsel.

d. Plaintiffs shall file a request to dismiss the lawsuit with prejudice within seven (7) days of the date Plaintiffs' counsel receives the payment described in paragraph (c) above.

2. **Release by Plaintiffs:** Plaintiffs, in consideration of the matters set forth in this Agreement, hereby fully release and discharge City, its agents, representatives, predecessors or successors in interest, subsidiaries, affiliates, attorneys, assigns, and all other persons, entities and associations, owned and controlled by it from all claims, debts, liabilities, demands, obligations, promises, acts, agreements, costs, expenses, damages, indemnity, and action or causes of action, of whatever kind or nature, whether now known or unknown or suspected or unsuspected or anticipated or unanticipated, which Plaintiffs ever had, now has, or may have, arising out of or concerning or relating to or in any way connected with the allegations and claims asserted by Plaintiffs in connection with the Action except with respect to any actions the City takes after the Effective Date.

3. **Warranties by the Parties:** Each of the Parties hereto represents, warrants, and agrees as follows:

a. Each of the Parties acknowledges that neither they, nor any of their agents or attorneys, have made any promise, representation, or warranty whatsoever, express, implied, or statutory, not contained herein, concerning the subject matter of this Agreement, to induce the other party to execute this instrument, and each of the parties acknowledges that they have not executed this instrument in reliance on any promise, representation, or warranty not contained herein.

b. Each of the Parties has made an investigation of the facts pertaining to the settlement and this Agreement and of all the matters pertaining thereto as deemed necessary.

c. Each of the Parties has received independent legal advice from their attorneys, or had the opportunity to do so, with respect to the advisability of entering into this Agreement herein, and with respect to the advisability of executing this Agreement.

4. **Prevailing Party Attorneys' Fees and Costs in Action to Enforce Agreement:** In the event that either Plaintiffs or City commence any action to enforce the provisions of this Agreement, the prevailing party, as determined by applicable trier of fact, shall be entitled to an award of his, her, or its reasonable attorneys' fees, costs, and expenses incurred in connection therewith as determined by the Court in any such action.

5. **Agreement Binding on Heirs and Assigns:** This Agreement shall be binding on and inure to the benefit of, the heirs, assigns, successors in interest, directors, employees, representatives,

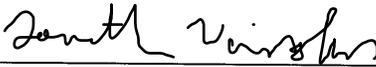
officers, shareholders, attorneys, accountants, parties in bankruptcies, administrators, and/or executors of the Parties hereto.

6. **Integration of Agreement:** This Agreement constitutes a single integrated written contract expressing the entire agreement of the Parties. This Agreement may be executed in several counterparts, each of which shall be deemed an original and said counterpart shall constitute but one and the same instrument. Scanned and electronic signatures will have the same effect as original signatures. This Agreement sets forth the entire agreement between the Parties, and fully supersedes any and all prior agreements or undertakings between the parties hereto, and may not be modified orally.

7. **Execution Knowing and Voluntary:** The Parties acknowledge and represent that they (a) have fully and carefully read this Agreement prior to execution hereof, (b) have been or have had the opportunity to be fully apprised by attorneys of their choice of the legal effect and meaning of this Agreement, including all terms and conditions hereof and thereof, (c) have had the benefit of and relied upon legal counsel or other advisors of their choice for any legal or financial advice relative to entering into this Agreement and agreeing to the terms hereof, (d) have had the opportunity to make whatever investigation or inquiry they deemed necessary or appropriate in connection with the subject matters of this Agreement, (e) have been afforded the opportunity to negotiate as to any and all terms hereof, and (f) are executing this Agreement free of any duress, menace, pressure, or undue influence of any kind or nature whatsoever.

**IN WITNESS WHEREOF**, this Agreement is effective as of the Effective Date.

Dated: : 2/11, 2026



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Jonathan Weissglass

Attorney for Plaintiffs Berkeley People's Alliance and Nathan Mizell

Dated: 2/11, 2026



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Farimah F. Brown, City Attorney

Attorneys for Respondents and Defendants City of Berkeley and City of Berkeley City Council

