



May 19, 2020

**VIA E-MAIL ([terrywalker@iusd.org](mailto:terrywalker@iusd.org)) AND CONFIRMED BY U.S. MAIL**

Terry L. Walker, Superintendent  
Irvine Unified School District  
5050 Barranca Parkway  
Irvine, California 92604-4652

RE: Mark Newgent

Dear Mr. Walker

I am litigation and First Amendment counsel for Mark Newgent. We are in receipt of your May 11, 2020 “cease and desist” letter. Allow this letter to serve as his response. First, we thank you for acknowledging that all of Mr. Newgent’s communications have occurred in a public forum. As a result, everything he says benefits from the various privileges codified at Civil Code section 47 and, should litigation be filed, Code of Civil Procedure, section 425.16. If you have not yet consulted with First Amendment counsel, I suggest that you do so to discuss those two statutory provisions before you send out future letters seeking to chill Irvine residents’ exercise of free speech. Your threat of future litigation for libel, slander and false light is an empty threat due to the protections afforded by the First Amendment and Sections 47 and 425.16. I would also advise you to seek counsel from attorneys familiar with California anti-corruption laws and FPPC rules and regulations as it appears you are using your position, title and letters to stifle the voice of a political opponent during a political campaign. (Gov’t Code, § 8314, subd.(a) prohibiting local officials from using public resources for campaign activity; See also *Gerawan Farming, Inc. v. Lyons* (2000) 24 Cal.4th 468, 487 [holding that the First Amendment protects political and ideological speech].) In short, your letter appears to have been written with little guidance or regard for free speech and anti-corruption principles.

Once you have sought and received appropriate advice from counsel, Mr. Newgent expects that you withdraw your May 11, 2020 demand and cease sending further letters that have no legal consequence whatsoever other than exposing your misuse of taxpayer resources.

In addition to the protections outlined above, Mr. Newgent enjoys yet another privilege to say the things he does: the truth! The accusations he has made against the District are true. (*Melaleuca, Inc. v. Clark* (1998) 66 Cal.App.4th 1344, 1356 [holding that truth is a defense to a defamation lawsuit].) Getting to the merits of the accusations made in your May 16, 2020 demand, they are simply unfounded. Mr. Newgent *never* alleged that the Irvine Police Department did anything wrong. You are the one now spreading falsehoods about Mr. Newgent and sending a political letter filled with lies to the Chief of Police to portray Mr. Newgent in a false light. Mr. Newgent is a retired police officer that supports his local police. Your cease and desist letter is a thinly disguised political

campaign letter designed to smear Mr. Newgent and illicit a politically negative response from the police against him.

Mr. Newgent's allegation that the District failed to report a sex crime against [REDACTED] as it was required to do as a mandatory reporter is *true*. The fact is that he is the one that reported the crime to the police when the District staff failed to do so. The District was notified by [REDACTED] at school that [REDACTED] was the victim of sex crime but failed to report it, they in fact chose not to and at this critical time they covered it up hindering the later police investigation.

[REDACTED] came home after being assaulted at school and told him about it. He went to school with [REDACTED] the next morning and met with JTMS staff. They confirmed with him that they knew what happened and confirmed [REDACTED] told them what happened but they decided not to notify the police (even though they were required to when the suspect is of legal age, which he was) and decided to cover it up and take care of it "in house." They had no intention of notifying the police.

Once District staff confirmed that they knew and failed to report it, he walked out of that meeting and called the police to report it. The police responded appropriately and investigated. By the time the police were able to get involved, the suspect(s) who assaulted Mr. Newgent's [REDACTED] were able to "get their stories straight" and these sexual predators went unreported and may still be in this school. The police did the best they could despite the District's attempt to cover it up.

Mr. Newgent has learned from other parents of possible sexual misconduct by staff at this school. In fact, he has had several parents CC and BCC him on various complaints to you. Your treatment of these families is deplorable.

Mr. Newgent has been critical of you and your leadership and that lies at the core of your cease and desist letter. You are apparently upset that Mr. Newgent has openly shared his opinion that you are paid far too much<sup>1</sup> and have failed Irvine's children. In addition to the issues raised above, you have failed to address the most basic safety issues like crosswalks. Mr. Newgent has been critical about a specific crosswalk near Canyon View Elementary where a child was run over and dragged under a car. Mr. Newgent had to remedy that crosswalk with the Mayor because you abdicated your role. Mr. Newgent has also been vocal about the District implementing an integrated science curriculum to save money, paying teachers and staff poorly all the while you have one of the highest salaries in the State. For these failings, and others, Mr. Newgent has made it clear in his campaign that he will get a new superintendent at the District, if he is elected. In the context of Mr. Newgent's political speech to end your tenure at the District, your use of District funds to send a purported "cease and desist" letter is an abuse of power. You are using your office and position to retaliate against Mr. Newgent for his criticisms of you along with the pending IEP lawsuit against the District.

Please be advised that Mr. Newgent takes his reputation very seriously. As a veteran of the US Army of over 20 years, he went from a 17-year-old soldier with no rank or education to someone who

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<sup>1</sup> In 2018, your salary plus benefits approached \$400,000. Presumably, your compensation has continued to rise in the interim.

served at the general officer level, commanded units of his own and was deployed several times. Any damage by you to his reputation will be the subject of future litigation. All of Mr. Newgent's rights are reserved.

Very truly yours,

A handwritten signature in black ink, appearing to read "Jeffrey Lewis". The signature is stylized with a large, sweeping initial "J" and a distinct dot on the final letter.

Jeffrey Lewis

cc: Mike Hamel, Irvine Chief of Police (mhamel@cityofirvine.org)