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Attorneys for Plaintiffs IRIS ARNOLD et al.

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

IRIS ARNOLD, an individual;  
SETIAWATIN BECKMAN, an individual;  
ANGELA KARAPATYAN, an individual;  
SARAH OLCZAK, an individual; LAURIE  
PEACHEY, an individual; and  
PROTECTION FOR THE  
EDUCATIONAL RIGHTS OF KIDS, a  
California 501(c)(3) non-profit corporation,

Plaintiffs,

vs.

BRIAN BAUER, an individual;  
GRANADA HILLS CHARTER HIGH  
SCHOOL, a California Nonprofit Public  
Benefit Corporation; and DOES 1 through  
10, inclusive,

Defendants.

**Case No.:**

**COMPLAINT FOR DECLARATORY AND  
INJUNCTIVE RELIEF AND DAMAGES FOR  
VIOLATION OF CIVIL RIGHTS**

**JURY TRIAL REQUESTED**

1 Plaintiffs Iris Arnold, Setiawatin Beckman, Angela Karapatyan, Sarah Olczak, Laurie  
2 Peachey and Protection for the Educational Rights of Kids (“PERK”) allege as follows:

3 **INTRODUCTION**

4 1. In early 2020, the world discovered a novel coronavirus, Covid-19. Governments  
5 responded with unprecedented restrictions on freedom. They closed schools and shut down  
6 industries. They banned travel and prosecuted churches. They decided which activities were  
7 “essential” and which weren’t.

8 2. Over time, life started returning to normal, as everybody expected. In the meantime,  
9 several experimental shots were developed to help limit the effects of Covid-19. The shots,  
10 developed under the Trump Administration, were so controversial that many Democratic politicians  
11 would not commit to taking them. They also promised not to force them on the American people.  
12 That was no surprise, as America has not seen broad vaccine mandates for adults since the early  
13 twentieth century, when infectious diseases were the world’s leading cause of death.

14 3. But the vaccine debate became increasingly politicized during 2021. Although it was  
15 never clear that the shots were doing anything—federal officials admitted that vaccinated people  
16 could still contract and transmit Covid-19—some people decided that the pandemic would not end  
17 until every American got the shot.

18 4. That included Brian Bauer, the executive director of Granada Hills Charter High  
19 School (“GH Charter”). During August 2021, Mr. Bauer decided to require that all GH Charter  
20 employees get vaccinated. He made that decision unilaterally and pressured the school’s governing  
21 board to ratify it.

22 5. Most GH Charter employees decided to get the Covid shots. (The school now claims  
23 a 100 percent vaccination rate among its staff, the highest in Los Angeles County.) Several did not,  
24 including the individual plaintiffs in this action. They requested religious exemptions to the mandate.  
25 Bauer denied them. Two of the individual plaintiffs requested medical exemptions. Bauer denied  
26 those too. He wants universal vaccination, no matter what.

27 6. After denying the plaintiffs’ requests for medical and religious exemptions, Bauer  
28 ordered that they be fired. The governing board agreed and, on October 27, 2021, ratified the

1 decision.

2 7. These actions were unlawful. GH Charter does not have the power under state law to  
3 order that its employees get a shot, against their will, to keep working. Even if it did, the school must  
4 offer religious exemptions to anybody who requests one. The school cannot discriminate among  
5 religions and cannot second-guess the sincerity of one's religious beliefs. Those actions constitute  
6 religious discrimination and violate the plaintiffs' rights under state and federal law.

7 8. Furthermore, like all Californians, school employees have a right to bodily integrity  
8 and a right to refuse medical treatment, both of which GH Charter's vaccine mandate violates. Those  
9 who are teachers also have a protected property interest in their employment. They cannot be fired  
10 without notice and a meaningful opportunity to challenge the termination, as required by the  
11 California Supreme Court's decision in *Skelly v. State Personnel Board*. The defendants violated  
12 *Skelly* by summarily firing the teachers for not complying with the school's vaccine mandate.

13 9. The individual plaintiffs have a constitutional right to challenge GH Charter's vaccine  
14 mandate. They have a right to religious freedom. They have a right to challenge their termination  
15 through the administrative process and in court. Mr. Bauer does not want them to enjoy those rights.  
16 He retaliated against them, even after firing them, by reporting them to state officials for egregious  
17 misconduct that could cause them to lose their teaching credentials. Calling their non-compliance  
18 misconduct has also prevented the fired employees from getting unemployment benefits from the  
19 State, benefits they paid for and would be entitled to but for Bauer's actions.

20 10. Plaintiffs bring this action to hold Defendants accountable for their unlawful  
21 discrimination and violations of the law. The Covid-19 vaccines should not be politicized. They do  
22 not, and cannot, stop the coronavirus from spreading, as demonstrated by the surging number of  
23 Omicron cases and the sudden cancellation of activities (like professional sports) that have near-  
24 universal vaccination. It is past time to recognize that and to uphold the law instead of hysteria.

25 **PARTIES, JURISDICTION AND VENUE**

26 11. Plaintiff Iris Arnold is an individual who resides in Los Angeles County.

27 12. Plaintiff Setiawatin Beckman is an individual who lives in Arkansas but who worked  
28 in Los Angeles County during the time the actions alleged in this Complaint occurred.

1 13. Plaintiff Angela Karapatyan is an individual who resides in Los Angeles County.

2 14. Plaintiff Sarah Olczak is an individual who resides in Los Angeles County.

3 15. Plaintiff Laurie Peachey is an individual who resides in Ventura County but who  
4 worked in Los Angeles County during the events alleged below.

5 16. Plaintiffs Arnold, Beckman, Karapatyan, Olczak and Peachey are referred to  
6 collectively as the “Individual Plaintiffs.”

7 17. Plaintiff PERK is a 501(c)(3) non-profit organization formed under the laws of the  
8 State of California that advocates for civil rights issues, bodily autonomy, medical freedom and other  
9 rights. PERK has dedicated considerable resources to advocating for individual rights during the  
10 Covid-19 pandemic and thus has a beneficial interest in the relief sought in this action.

11 18. Defendant Brian Bauer is sued in his individual capacity. He acted under color of law,  
12 as the executive director of GH Charter, when engaging in the actions alleged in this Complaint.

13 19. GH Charter is a nonprofit public benefit corporation formed under California law. It  
14 is based in Los Angeles County. The school’s vaccine mandate was approved by a majority of GH  
15 Charter’s governing board and therefore represents an official policy of GH Charter.

16 20. Defendant DOES 1 through 10 are individuals who at all relevant times were  
17 officials, agents or employees of GH Charter and who bear some responsibility for the actions  
18 alleged in this Complaint. Their identities are not yet known and thus they are sued fictitiously but  
19 Plaintiffs will amend the Complaint after they discover them.

20 21. Venue exists in Los Angeles County under sections 393(b) and 394(a) of the Code of  
21 Civil Procedure because the parties reside here and because the mandate’s effects will be felt here.

22 **FACTUAL ALLEGATIONS**

23 22. In early 2020, health officials discovered a novel coronavirus circulating in Wuhan,  
24 China. They named the virus “Covid-19.”

25 23. Though nobody knew it at the time, the Covid-19 pandemic would lead to  
26 unprecedented restrictions on liberty. Many of the restrictions started in California, including the  
27 first statewide “lockdown” and unprecedented mass closures of businesses and criminalization of  
28 ordinary activities that unelected health officials deemed too dangerous.

1           24.     During 2020, at the urging of then President Donald Trump, several pharmaceutical  
2 companies began developing experimental treatments to mitigate the effects of Covid-19 and,  
3 potentially, reduce its spread.

4           25.     The Covid-19 shots were so controversial that then presidential candidate Joe Biden  
5 would not commit to receiving one. Then vice presidential candidate Kamala Harris said she would  
6 not take them. Governor Gavin Newsom also questioned the treatments, saying he did not trust the  
7 Trump Administration and would review the treatments independently.

8           26.     Then Mr. Biden won the presidency and many tunes changed. Still, President-elect  
9 Biden said he would not mandate that Americans get the Covid shots.

10          27.     By the summer of 2021, tens of millions of Americans had chosen to take the Covid-  
11 19 therapies, including more than half of adults in California. They did so by choice not by coercion.  
12 But Covid-19 had not disappeared. That should not have surprised anyone. Public health officials  
13 have repeatedly said that eliminating a respiratory virus is impossible once it begins spreading in the  
14 community. According to one prominent epidemiologist, speaking to *Nature* magazine: “Eradicating  
15 this virus right now from the world is a lot like trying to plan the construction of a stepping-stone  
16 pathway to the Moon. It’s unrealistic.”

17          28.     Thus, anyone can still contract and spread the Covid-19 virus. Like the flu, Covid-19  
18 is becoming endemic. The world will have to learn to live with it—as we live with many other  
19 pathogens.

20          29.     That includes people who have received one of the Covid-19 shots. Although the  
21 shots have been declared a miracle by many, the Department of Health and Human Services’ Centers  
22 for Medicare and Medicaid Services recently admitted that “the duration of vaccine effectiveness in  
23 preventing COVID-19, reducing disease severity, reducing the risk of death, and the effectiveness of  
24 the vaccine to prevent disease transmission by those vaccinated are not currently known.”

25          30.     Many government officials rely on the CDC’s recommendation of the Covid-19 shot  
26 as the basis for mandating it. But the CDC has a habit of recommending vaccination whether it  
27 works or not. For example, during the 2009 flu pandemic, the CDC was asked whether the annual flu  
28 shot would provide any benefit against the pandemic virus, which was “antigenically distinct from

1 seasonal influenza A (H1N1) viruses targeted by seasonal influenza vaccines.” The CDC concluded  
2 that the evidence “does not suggest that seasonal influenza vaccination either decreases or increases  
3 the risk for acquiring pandemic H1N1 illness.” It recommended the shot anyway.

4 31. Despite this history, and mounting evidence that the Covid shots do not prevent  
5 people from contracting or spreading Covid-19, including the new “Omicron” variant, many  
6 government officials and other leaders have mandated that people get the shot to participate in daily  
7 life or keep their jobs.

8 32. That includes GH Charter and its founding executive director, Mr. Bauer, who  
9 controls virtually all its affairs.

10 33. During August 2021, as students and staff at GH Charter prepared to return to school,  
11 Mr. Bauer decided to require that all staff get the Covid-19 shot. He did this unilaterally, with no  
12 input from the school community, because of his own political beliefs.

13 34. Bauer told the staff about his Covid-19 vaccine mandate on August 15, 2021, after the  
14 staff’s contract year had started. The mandate had to be approved by GH Charter’s executive board,  
15 but Bauer controls it. The governing board approved the mandate during a meeting held at 11 am on  
16 September 1, 2021. The meeting was held during school hours, so none of the staff had a meaningful  
17 chance to appear and question the mandate.

18 35. Bauer said he issued the mandate to comply with a similar mandate from the Los  
19 Angeles Unified School District. That was not true. Bauer issued the mandate because of personal  
20 political reasons (Bauer is also pushing through a Covid vaccine mandate for students even though  
21 LAUSD has delayed its mandate for several months.)

22 36. Many GH Charter staff bowed to the pressure and got the Covid-19 shots, against  
23 their will. The Individual Plaintiffs did not. They have personal reasons for declining the Covid-19  
24 shots, including sincerely held religious objections to the shots and legitimate medical reasons that  
25 led them to submit requests for exemptions to the mandate. Bauer did not care. They stood in the  
26 way of his goal of universal vaccination and therefore had to go. Two plaintiffs, Ms. Olczak and Ms.  
27 Peachey, saw their jobs advertised on a job site even before they were fired.

28 37. GH Charter’s governing board was supposed to operate as a check on Mr. Bauer,

1 operating within the law to ensure that the school followed the proper procedures and upheld the  
2 law. It did not do that. It simply rubber-stamped Bauer’s decisions, including his decision to deny all  
3 requests for religious and medical exemptions, including those submitted by the Individual Plaintiffs.

4 38. These actions were unlawful. The defendants had to honor any request for a religious  
5 or medical exemption from the Covid-19 shot. The First Amendment to the United States  
6 Constitution requires that. Questioning the sincerity of one’s religious beliefs to deny a request for  
7 an exemption to the mandate constitutes religious discrimination and violates federal and state civil  
8 rights laws. Denying legitimate requests for medical exemptions also violates the law.

9 39. The Individual Plaintiffs made every effort to comply with the generally applicable  
10 rules related to Covid-19. They worked remotely. They tested frequently. They wore masks. They  
11 did those things for months, without incident. They would have continued doing that. Instead, they  
12 became the first teachers in California to be fired because they are unvaccinated.

13 40. Covid-19 should not be a political issue. There is no need for everybody to get the  
14 Covid-19 shot, even if some politicians demand it. Furthermore, the Individual Plaintiffs have a right  
15 to privacy and a right to object to compulsory medical treatment based on their sincere religious  
16 beliefs. Lawsuits decided a hundred years ago do not change that.

17 41. Plaintiffs bring this action to protect those rights and to seek damages for the  
18 Defendants’ unlawful actions. The Individual Plaintiffs have sought right to sue letters from state  
19 and federal regulators and will amend this Complaint to include wrongful termination claims once  
20 they have all received the letters. They have exhausted all administrative remedies available to them.  
21 Proceeding any further through the administrative process would be futile because GH Charter has  
22 argued that, having engaged in alleged egregious misconduct, they have no right to use that process.

23 **FIRST CAUSE OF ACTION**

24 **(Declaratory and Injunctive Relief/Exceeding Authority against all Defendants)**

25 42. Plaintiffs incorporate the preceding paragraphs of this Complaint as though set forth  
26 fully herein.

27 43. Defendants contend that they have the power under state law to require that the staff  
28 of GH Charter receive the Covid-19 shot to work at that school. Plaintiffs dispute that. They contend

1 that GH Charter does not have any police powers and therefore does not have the power to issue a  
2 vaccine mandate for GH Charter staff.

3 44. Plaintiffs desire a judicial declaration that GH Charter’s Covid-19 vaccine mandate is  
4 void because Defendants have no power to order it.

5 45. A judicial determination of these issues is necessary and appropriate because such a  
6 declaration will clarify the parties' rights and obligations, permit them to have certainty regarding  
7 those rights and potential liability, and avoid a multiplicity of actions.

8 46. Defendants’ actions have harmed Plaintiffs and those they represent, as alleged  
9 above.

10 47. Plaintiffs have no adequate remedy at law and will suffer irreparable harm if the  
11 Court does not declare the GH Charter vaccine mandate unlawful. Thus, they seek preliminary and  
12 permanent injunctive relief enjoining Defendants from further enforcing the mandate.

13 48. This action serves the public interest. Therefore, Plaintiffs should recover their costs  
14 and legal fees under section 1021.5 of the Code of Civil Procedure.

15 **SECOND CAUSE OF ACTION**

16 **(Declaratory and Injunctive Relief/Abuse of Discretion against all Defendants)**

17 49. Plaintiffs incorporate the preceding paragraphs of this Complaint as though set forth  
18 fully herein.

19 50. Plaintiffs contend that the Defendants do not have the authority under state law to  
20 issue GH Charter’s vaccine mandate for all staff. Even if they do have such power, Defendants  
21 abused their discretion in adopting the mandate, as they failed to engage in a reasoned decision-  
22 making process and failed to consider evidence that undercut their pre-determined judgment to  
23 require the Covid-19 shots. Thus, Plaintiffs contend that, even if they had the power to adopt the  
24 mandate, Defendants acted arbitrarily and capriciously in doing so and that the mandate should be  
25 set aside on that ground.

26 51. On information and belief, Defendants contend that they did not act arbitrarily and  
27 capriciously in adopting the Covid-19 vaccine mandate.

28 52. Defendants’ actions have harmed Plaintiffs and those they represent, as alleged



1 above.

2 53. Plaintiffs have no adequate remedy at law and will suffer irreparable harm if the  
3 Court does not enjoin Defendants from further enforcing the unlawful mandate. Thus, Plaintiffs seek  
4 preliminary and permanent injunctive relief for such an order.

5 54. This action serves the public interest, justifying an award of attorneys' fees under  
6 section 1021.5 of the California Code of Civil Procedure.

7 **THIRD CAUSE OF ACTION**

8 **(Declaratory and Injunctive Relief, Due Process/*Skelly*, against GH Charter)**

9 55. Plaintiffs incorporates the preceding paragraphs of this Complaint as though set forth  
10 fully herein.

11 56. The Individual Plaintiffs contend that GH Charter does not have the power to  
12 summarily fire school employees who have obtained permanent status as public employees but who  
13 do not follow the Covid-19 vaccine mandate. The school must provide any employee who does not  
14 comply with the mandate with his or her *Skelly* rights, including notice and a meaningful opportunity  
15 to challenge the adverse employment action. This process must be fair. It must include an  
16 opportunity to gather evidence. And the review of the any adverse employment action must be done  
17 by an impartial third party.

18 57. GH Charter did not provide the Individual Plaintiffs with their *Skelly* rights. The GH  
19 Charter governing board's meeting to review the proposed terminations was a *pro forma* meeting  
20 designed to approve whatever Mr. Bauer demanded, not a meaningful opportunity to be heard and to  
21 consider whether a different punishment (or no punishment) was appropriate.

22 58. On information and belief, GH Charter contends that it does not have to comply with  
23 *Skelly* or that it did comply with *Skelly* by providing the Individual Plaintiffs with a few minutes to  
24 speak on October 27, 2021.

25 59. The Individual Plaintiffs desire a judicial declaration that GH Charter did not comply  
26 with *Skelly* and violated their due process rights when it summarily fired the Individual Plaintiffs on  
27 October 27, 2021.

28 60. A judicial determination of these issues is necessary and appropriate because such a

1 declaration will clarify the parties' rights and obligations, permit them to have certainty regarding  
2 those rights and potential liability, and avoid a multiplicity of actions.

3 61. GH Charter's actions harmed the Individual Plaintiffs, as alleged above.

4 62. The Individual Plaintiffs have no adequate remedy at law and will suffer irreparable  
5 harm if the Court does not enjoin the GH Charter from further enforcing the unlawful mandate.  
6 Thus, the Individual Plaintiffs seek preliminary and permanent injunctive relief for such an order.  
7 They also seek backpay for the time during which GH Charter violated their due process/*Skelly*  
8 rights.

9 63. This action serves the public interest, justifying an award of attorneys' fees under  
10 section 1021.5 of the California Code of Civil Procedure.

11 **FOURTH CAUSE OF ACTION**

12 **(Violation of Cal. Constitution against all Defendants)**

13 64. Plaintiffs incorporate the preceding paragraphs of this Complaint as though set forth  
14 fully herein.

15 65. Individuals have a right to privacy under the California Constitution. This state law  
16 privacy right, which was added by voters in 1972, is far broader than the right to privacy that exists  
17 under the federal Constitution. It is the broadest privacy right in America and has been interpreted by  
18 the California Supreme Court to protect both the right to informational privacy and to bodily  
19 integrity. Unlike the right to privacy that has been recognized to exist under the federal Constitution,  
20 the right to privacy embodied in California's Constitution at Article 1, Section 1 thereof, is  
21 enforceable against private actors and provides a private right of action to enforce it.

22 66. Individuals have a legally protected privacy interest in their bodily integrity and their  
23 private medical information, as the California Supreme Court recognized in *Hill v. NCAA*. Their  
24 expectation of privacy is reasonable under the circumstances as GH Charter has never had a  
25 vaccination requirement for employment before now and the school has never disciplined, much less  
26 fired, an employee for declining an injection. The only compulsory vaccination laws adopted in  
27 California during the past century concerned certain vaccines that children need to attend school.  
28 Those laws do not undermine school staff's expectation of privacy in their bodily integrity.

1 67. GH Charter’s vaccine mandate constitutes a serious invasion of those privacy rights,  
2 as alleged above.

3 68. Although Defendants may argue that the vaccine mandate serves a compelling  
4 interest, there are feasible and effective alternatives that have a lesser impact on privacy interests.  
5 Furthermore, evidence now shows that the COVID-19 vaccines do *not* prevent people from  
6 contracting and transmitting COVID-19. Thus, the mandate does not serve its stated purpose.

7 69. On information and belief, GH Charter contends that the vaccine mandate does not  
8 violate the privacy rights of school employees or satisfies scrutiny under the California Constitution.

9 70. The Individual Plaintiffs desire a judicial declaration that the vaccine mandate is  
10 facially unconstitutional because it violates their right to privacy under the California Constitution.

11 71. A judicial determination of these issues is necessary and appropriate because such a  
12 declaration will clarify the parties' rights and obligations, permit them to have certainty regarding  
13 those rights and potential liability, and avoid a multiplicity of actions.

14 72. Defendants’ actions have harmed the Individual Plaintiffs, as alleged above.

15 73. Plaintiffs have no adequate remedy at law and will suffer irreparable harm if the  
16 Court does not declare the vaccine mandate unconstitutional. Thus, they seek preliminary and  
17 permanent injunctive relief enjoining the County from enforcing the mandate.

18 74. This action serves the public interest, justifying an award of attorneys' fees under  
19 section 1021.5 of the California Code of Civil Procedure.

20 **FIFTH CAUSE OF ACTION**

21 **(Violation of 42 U.S.C. § 1983/Religious Discrimination against Defendants)**

22 75. Plaintiffs incorporate the preceding paragraphs of this Complaint as though set forth  
23 fully herein.

24 76. When seeking an exemption to the vaccine mandate for religious reasons, the  
25 Individual Plaintiffs were engaging in activity that is protected by the First Amendment, including  
26 the free exercise of religion.

27 77. Defendants violated the Individual Plaintiffs’ First Amendment rights by denying the  
28 Individual Plaintiffs’ requests for a religious exemption to the GH Charter vaccine mandate, as

1 alleged above. This discrimination was not necessary to fulfill a compelling government interest.

2 78. Defendants' unlawful discrimination was taken primarily by Mr. Bauer, who is a final  
3 decisionmaker, and was ratified by the GH Charter governing board. Thus, both Bauer, *individually*,  
4 and GH Charter can be held liable for the Individual Plaintiffs' damages under the U.S. Supreme  
5 Court's *Monell* decision.

6 79. As a result of Defendants' actions, the Individual Plaintiffs suffered damages in an  
7 amount to be proven at trial. This harm includes suffering adverse employment actions, as alleged  
8 above.

9 80. This action serves the public interest, justifying an award of attorneys' fees under  
10 section 1021.5 of the California Code of Civil Procedure and 42 U.S.C. § 1988.

11 **SIXTH CAUSE OF ACTION**

12 **(Violation of 42 U.S.C. § 1983/First Amendment Retaliation against Bauer)**

13 81. Plaintiffs incorporate the preceding paragraphs of this Complaint as though set forth  
14 fully herein.

15 82. When seeking an exemption to the vaccine mandate, the Individual Plaintiffs were  
16 engaging in activity that is protected by the First Amendment. The Individual Plaintiffs were also  
17 engaging in protected activity when they challenged the vaccine mandate as violating state law and  
18 their right to privacy, as alleged above.

19 83. Defendant Bauer retaliated against the Individual Plaintiffs for exercising their  
20 constitutional rights when he reported them to state education officials as engaging in egregious  
21 misconduct, as alleged above. He acted under color of law when making those statements.

22 84. A person of ordinary firmness would be chilled from continuing to exercise her First  
23 Amendment rights if she were publicly accused of engaging in misconduct by her employer. Bauer  
24 made these statements about the Individual Plaintiffs to state education officials with the intent of  
25 deterring their constitutionally protected activity and to pressure the Individual Plaintiffs into  
26 dropping their claims against Defendants and either complying with the vaccine mandate or going  
27 away.

28 85. As a result of Bauer's actions, the Individual Plaintiffs suffered damages in an

1 amount to be proven at trial. This harm includes suffering adverse employment actions, as alleged  
2 above.

3 86. Bauer’s actions were a proximate and actual cause of these damages.

4 87. Bauer acted with malice when engaging in the actions alleged above, justifying an  
5 award of punitive damages.

6 88. This action serves the public interest, justifying an award of attorneys' fees under  
7 section 1021.5 of the California Code of Civil Procedure and 42 U.S.C. § 1988.

8 **SEVENTH CAUSE OF ACTION**

9 **(Violation of the Americans with Disabilities Act against Defendants)**

10 89. Plaintiffs incorporate the preceding paragraphs of the Complaint as though set forth  
11 fully herein.

12 90. Defendants’ enforcement of the GH charter vaccine mandate through termination of  
13 non-compliant employees without engaging in an interactive process with each employee to identify  
14 and implement appropriate reasonable accommodations enabling the employee to perform their job  
15 duties, directly violates and conflicts with their duties and obligations under the Americans with  
16 Disabilities Act (“ADA”).

17 91. Defendants terminated the Individual Plaintiffs from their employment because of  
18 Defendants’ belief that the Individual Plaintiffs’ physical condition of being unvaccinated and/or  
19 having failed to report their vaccination status makes them incapable of performing the duties they  
20 previously performed competently for nearly two years since the COVID pandemic first appeared.

21 92. Defendants’ mandatory vaccination policy is based on their perception that those who  
22 are unvaccinated present a danger of infection to themselves from contact with others and a danger  
23 to others from contagion. As a consequence, it is apparently Defendants’ view that without the safety  
24 of vaccination and reporting, the Individual Plaintiffs could not perform their work by reason of their  
25 physical condition and thus are regarded as being disabled. This is a violation of the ACA and  
26 discrimination on the basis of a perception of disability under the Americans With Disabilities Act  
27 (“ADA”), 42 USC 126 (See, especially, Sections 12102(3), forbidding discrimination on the basis of  
28 a person’s being regarded as having an impairment, and section 12112, forbidding any impairment in

1 the terms of employment of an individual on the basis of a perception of disability.

2 93. Defendants' act of terminating the Individual Plaintiffs' employment by reason of  
3 their physical condition constitutes discrimination on the basis of a perception of disability in  
4 violation of the ADA.

5 94. Furthermore, the Individual Plaintiffs are qualified individuals with a disability,  
6 because they remain able, with or without reasonable accommodation, to perform the essential  
7 functions of the employment position that they hold, as demonstrated by the fact that they performed  
8 their essential job functions competently for nearly two years after the COVID pandemic first  
9 appeared and, in many instances, continued those operations without cessation during the worst of  
10 the pandemic as essential workers.

11 95. Furthermore, there exists an abundance of reasonable accommodations designed to  
12 mitigate the risk of contagion that GH Charter implemented, and relied on, such as remote work,  
13 social distancing, erecting transparent barriers, face masking, alternate shifts to alleviate crowding in  
14 the workplace, advanced cleaning protocols, and efforts to improve ventilation, among other things.  
15 Those accommodations remain available to the Individual Plaintiffs, but Defendants refused to  
16 accommodate them.

17 96. In addition to the allegations above, the Individual Plaintiffs contend that Defendants  
18 violated the ADA by refusing to consider good faith requests for medical exemptions requested by  
19 GH Charter employees, including Plaintiffs Beckman and Olczak.

20 97. On information and belief, Defendants contend that they did not violate the ADA  
21 when they engaged in the actions alleged above.

22 98. An actual controversy involving justiciable questions related to this controversy exists  
23 related to the rights and obligations of the respective parties with respect to the ADA.

24 99. The Individual Plaintiffs seek a judicial declaration that their termination violated the  
25 ADA.

26 100. This action serves the public interest, justifying an award of attorneys' fees under  
27 section 1021.5 of the California Code of Civil Procedure and 42 U.S.C. § 1988.

28 **EIGHTH CAUSE OF ACTION**

**(Wrongful Termination)**

101. Plaintiffs incorporate the preceding paragraphs of this Complaint as though set forth fully herein.

102. Defendants fired the Individual Plaintiffs for asserting their constitutional rights, including the right to religious freedom and bodily integrity, and their statutory rights, including rights protected under the Americans with Disabilities Act and other statutes.

103. The Individual Plaintiffs' assertion of these rights was a substantial motivating reason for Defendants' actions, as alleged above, and thus constituted wrongful termination, in violation of public policy.

104. As a proximate and actual result of Defendants' actions, the Individual Plaintiffs suffered damages in an amount to be proven at trial.

105. Defendants acted with malice toward the Individual Plaintiffs when engaging in the actions alleged above, justifying an award of punitive damages.

106. This action serves the public interest, justifying an award of attorneys' fees under section 1021.5 of the California Code of Civil Procedure.

**NINTH CAUSE OF ACTION**

**(Violation of Title VII of the Civil Rights Act)**

107. Plaintiffs incorporate the preceding paragraphs of this Complaint as though set forth fully herein.

108. Defendants engaged in unlawful retaliatory practices in violation of Section 704(a) of Title VII, 42 U.S.C. § 2000e-3(a) by terminating the Individual Plaintiffs' employment because they opposed GH Charter's Covid-19 vaccine mandate and sought exemptions from it.

109. The actions alleged above deprived the Individual Plaintiffs of equal employment opportunities in retaliation for exercising their federally protected rights.

110. Defendants acted intentionally when engaging in the unlawful employment practices described above.

111. The unlawful employment practices described above were carried out with malice or with reckless indifference to the Individual Plaintiffs' federally protected rights, justifying an award

1 of punitive damages.

2 112. This action serves the public interest, justifying an award of attorneys' fees under  
3 section 1021.5 of the California Code of Civil Procedure and 42 U.S.C. § 1988.

4 **PRAYER FOR RELIEF**

5 Wherefore, Plaintiffs pray for relief as follows:

6 1. For an order declaring that GH Charter's vaccine mandate exceeds the Defendants'  
7 authority under law or is void because Defendants acted arbitrarily and capriciously in issuing it;

8 2. For an order declaring that Defendants have no authority to question requests for  
9 religious exemptions to the mandate and acted unlawfully in denying them;

10 3. For an order declaring that GH Charter's refusal to give employees a right to  
11 challenge adverse employment action before it was taken violated their *Skelly* rights;

12 4. For an order declaring that the GH Charter vaccine mandate violates individuals'  
13 right to privacy under the California Constitution, the First Amendment to the United States  
14 Constitution and the ADA;

15 5. For compensatory damages and punitive damages in an amount to be proven at trial;

16 6. For costs and attorneys' fees under section 1021.5 of the California Code of Civil  
17 Procedure and 42 U.S.C. § 1988; and

18 7. For such other relief that the Court determines is just and proper.

19 JW HOWARD/ ATTORNEYS, LTD.

20 Dated: January 19, 2022

21 By:

22 \_\_\_\_\_  
23 John W. Howard  
24 Scott J. Street  
25 Attorneys for Plaintiffs IRIS ARNOLD et al.



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**JURY TRIAL DEMAND**

Plaintiffs demand a trial by jury on all claims for which it is available.

Dated: January 19, 2022

JW HOWARD/ ATTORNEYS, LTD.

By: /s/

John W. Howard

Scott J. Street

Attorneys for Plaintiffs IRIS ARNOLD et al.

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