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Attorneys for Plaintiffs, IRIS ARNOLD *et al.*

SUPERIOR COURT OF THE STATE OF CALIFORNIA
LOS ANGELES COUNTY, CHATSWORTH DIVISION

IRIS ARNOLD, an individual;
SETIAWATIN BECKMAN, an individual;
ANGELA KARAPETYAN, 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.: 22CHCV00276

Assigned to Hon. Gary Micon (Dept. F43)

FOURTH AMENDED COMPLAINT

JURY TRIAL REQUESTED

Complaint filed: April 22, 2022

Trial date: November 4, 2024

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1 Plaintiffs Iris Arnold, Setiawatin Beckman, Angela Karapetyan, Sarah Olczak and Laurie
2 Peachey (“Plaintiffs”) allege as follows:

3 **PARTIES, JURISDICTION AND VENUE**

- 4 1. Plaintiff Iris Arnold is an individual who resides in Los Angeles County.
- 5 2. Plaintiff Setiawatin Beckman is an individual who resides in Arkansas but who
6 worked in Los Angeles County during the time the actions alleged in this Complaint occurred.
- 7 3. Plaintiff Angela Karapetyan is an individual who resides in Florida but who worked
8 in Los Angeles County during the time the actions alleged in this Complaint occurred.
- 9 4. Plaintiff Sarah Olczak is an individual who resides in Oregon but who worked in Los
10 Angeles County during the time the actions alleged in this Complaint occurred.
- 11 5. Plaintiff Laurie Peachey is an individual who resides in Ventura County but who
12 worked in Los Angeles County during the events alleged below.
- 13 6. Defendant Granada Hills Charter (“GHC”) is a nonprofit public benefit corporation
14 formed under California law. It is based in Los Angeles County.
- 15 7. Venue is proper under section 395 of the Code of Civil Procedure as GHC resides in
16 Los Angeles County and the actions complained of occurred here.

17 **FACTUAL ALLEGATIONS**

- 18 8. Ms. Arnold, Ms. Beckman, and Ms. Karapetyan are teachers. Ms. Olczak is a
19 counselor. They all used to work for GHC. Ms. Peachey worked in an administrative position at
20 GHC.
- 21 9. Plaintiffs worked at GHC for many years. They worked at GHC throughout the
22 COVID-19 pandemic. Sometimes they worked remotely. In August 2021 (the start of the 2021-22
23 school year, they resumed working on campus, in person, with students attending school in person.
- 24 10. Like many other schools in Los Angeles County, GHC required that its staff take
25 regular COVID tests before coming to work in person. It required that they stay home if they tested
26 positive. Plaintiffs complied with that rule.
- 27 11. GHC also required that its staff wear masks or other face coverings while working on
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1 campus, in person, with students in attendance. Plaintiffs complied with that rule. They complied
2 with other COVID safety protocols too (such as social distancing).

3 12. After the 21-22 school year started—and well after Plaintiffs had signed their
4 contracts for the year—GHC announced that it would be adopting a mandatory COVID-19
5 vaccination policy for its staff. The vaccine policy was announced by GHC executive director Brian
6 Bauer and approved by GHC’s governing board on September 1, 2021.¹

7 13. GHC is a charter school that operates partially on property owned by the Los Angeles
8 Unified School District (“LAUSD”). LAUSD issued its charter. Thus, although GHC adopted its
9 own COVID vaccine policy, it did so because LAUSD required that all charter schools operating on
10 LAUSD property do so.

11 14. LAUSD had its own mandatory vaccination policy, of course. Its policy provided
12 clear instructions for those individuals who had a sincerely held religious or medical objection to
13 vaccination and who therefore needed to seek accommodation. GHC’s policy also said the school
14 would recognize requests for religious and medical accommodations.

15 15. Bauer and GHC’s human resources director, Karla Diamond, oversaw the
16 accommodation process. Ms. Diamond processed and sent the accommodation papers to Bauer. Mr.
17 Bauer made the decisions.

18 16. Each of the Plaintiffs has a sincerely held religious objection to vaccination. They
19 explained the basis for their religious objection to GHC. True and correct copies of their requests are
20 attached as **Exhibits “A” through “E.”**

21 17. Ms. Olczak also sought a medical accommodation in response to the vaccine policy.
22 She is a cancer survivor and has an underlying health condition that, per her doctor, prevents her
23 from taking the COVID-19 shot. Ms. Beckman also has a medical condition that, per a doctor,
24 prevents her from taking the COVID-19 shot. True and correct copies of their paperwork
25 documenting these conditions, and requesting accommodation for them, are attached as **Exhibits**
26 **“F” and “G.”**

27 _____
28 ¹ Although his title has changed over time, Bauer is essentially the headmaster or principal of GHC.
He helped found the school.

1 18. Bauer denied every request. He denied most within a day or two, some within hours
2 of receiving them.

3 19. Each plaintiff described, in detail, how she could perform the essential functions of
4 her job without putting the COVID-19 shot in her body. For example, they proposed double
5 masking, daily testing, and social distancing. The non-teachers (Olczak and Peachey) proposed a
6 combination of in-person and remote work. These modifications would have allowed Plaintiffs to
7 perform the essential functions of their jobs.

8 20. It did not matter. Mr. Bauer issued the same verbatim denial to each Plaintiff. True
9 and correct copies of them are attached as **Exhibits “H” through “M.”**

10 21. The denial letters said that GHC took the accommodation process seriously and
11 “carefully considered” the proposals Plaintiffs made. That was a lie. In fact, the substance of the
12 letters was written by a lawyer before anybody even requested accommodation.

13 22. GHC did not take the accommodation process seriously. For example, Ms. Diamond
14 was normally responsible for deciding whether to grant or deny an employee’s request for religious
15 or medical accommodation. That was part of her job description and something she had years of
16 experience in. But, in this situation, she served a purely clerical role. She collected the
17 accommodation requests. She made sure they were complete. Then she sent them to Bauer, who
18 decided whether to grant or deny them (he denied them all, unless the employee was simply
19 requesting more time to get the shots).

20 23. Bauer often made these decisions within a few hours and with little, if any, analysis.
21 Bauer believed that every job at the school had to be performed on campus and every person on
22 campus had to be vaccinated. Thus, Bauer did not even try to determine whether GHC could
23 accommodate a person who was not vaccinated and who was working on campus. He did not do a
24 burden analysis. And he did not do anything to determine whether Plaintiffs would pose a threat to
25 the health and safety of others if, for example, they were allowed to work while wearing two masks
26 and testing every day.

27 24. In Bauer’s mind, LAUSD had already decided that all unvaccinated people were a
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1 threat to the health and safety of others, so there was no need to do an analysis. Bauer also believed
2 that LAUSD had a policy prohibiting GHC from granting any in-person accommodations for
3 unvaccinated staff. He worried that LAUSD would strip GHC of its charter if it granted any of the
4 Plaintiffs' accommodation requests.

5 25. He was wrong. In fact, numerous other charter schools operating on LAUSD property
6 granted in-person accommodations, including one whose HR director now works for GHC.

7 26. GHC's actions were unlawful. In fact, they reflect a gross misunderstanding of
8 GHC's duty to accommodate Plaintiffs.

9 27. To make matters worse, after firing Plaintiffs from their jobs, GHC denied several of
10 the Plaintiffs' claims for unemployment benefits. (They eventually received the benefits, despite
11 GHC's opposition.) Bauer also reported the three teachers (Arnold, Beckman, and Karapetyan) to
12 the state teacher credentialing commission for egregious misconduct and unprofessional action. He
13 did that even though he did not believe the teachers acted unprofessionally.

14 28. These actions caused Plaintiffs a great deal of emotional distress. Two of the
15 Plaintiffs suffered miscarriages during this time. All had to cope with the trauma of being forced out
16 of jobs they loved and which they could have continued doing if GHC had made any effort to
17 accommodate them.

18 29. Indeed, all Bauer had to do was make one phone call to clarify his misunderstanding
19 of LAUSD's vaccine policy. One phone call. That's it. LAUSD would have told him that it did not
20 have a rule prohibiting charter schools from granting in-person accommodations if they could do so
21 without undue hardship (which, of course, is what the law requires).

22 30. Plaintiffs made every effort to comply with generally applicable rules related to
23 Covid-19. They tested regularly for COVID-19. They wore masks. They kept social distance. They
24 sanitized their classrooms like they were part of a healthcare facility. They did those things for
25 months, without incident. They would have continued doing those things. Ms. Olczak, a cancer
26 survivor, took safety precautions above and beyond those recommended due to her compromised
27 immune system. She washed her hands frequently, wore N-95 masks, had two air purifiers in her
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1 office, and kept her office door closed. She would have kept doing those things.

2 31. Put simply, Plaintiffs had every ability to continue performing their jobs during the
3 fall of 2021 and beyond. They did everything they could. Bauer dropped the ball. As a result,
4 Plaintiffs became the first school employees in California to be fired for not putting the COVID-19
5 shot into their bodies.

6 32. Plaintiffs seek damages for GHC’s failure to accommodate their sincerely held
7 religious beliefs and medical conditions, as well as for GHC’s failure to engage in the interactive
8 process in good faith during the accommodation process. Each requested and received a right to sue
9 letter from the California Department of Fair Employment and Housing within the legal timeframe
10 for filing.

11 **FIRST CAUSE OF ACTION**

12 **(FEHA/Religious Creed Discrimination by Plaintiffs vs. GH Charter)**

13 33. Plaintiffs incorporate paragraphs 1 through 32 of this Complaint as though set forth
14 fully herein.

15 34. GHC is an employer and is subject to California’s Fair Employment and Housing Act
16 (FEHA). FEHA prohibits employers from discriminating against people in the workplace based on
17 their sincerely held religious beliefs or practices.

18 35. Plaintiffs worked for GHC.

19 36. Plaintiffs have sincerely held religious beliefs that prevented them from taking the
20 COVID-19 shot.

21 37. Plaintiffs’ religious beliefs conflicted with GH Charter’s COVID-19 vaccine policy.

22 38. GHC knew of the conflict between Plaintiffs’ beliefs and the vaccine policy, as they
23 described their beliefs to GHC officials, including Bauer and Diamond.

24 39. GHC did not explore available reasonable alternatives of accommodating Plaintiffs’
25 religious beliefs, including additional masking, testing, social distancing, and (for certain plaintiffs)
26 remote work. GHC fired Plaintiffs to avoid having to accommodate their beliefs.

27 40. Plaintiffs’ failure to comply with the vaccine policy was a substantial motivating
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1 reasons for GHC’s decision to fire them. All were in good standing with GHC prior to their
2 termination.

3 41. As a result of GHC’s actions, Plaintiffs suffered damages in an amount to be proven
4 at trial, including economic damages (lost wages and future earnings) and emotional distress. GHC’s
5 actions caused those damages.

6 42. Under the FEHA, Plaintiffs should recover their costs and legal fees.

7 **SECOND CAUSE OF ACTION**

8 **(FEHA/Disability Discrimination [Disparate Treatment] by Olczak and Beckman vs. GH**
9 **Charter)**

10 43. Plaintiffs incorporate paragraphs 1 through 32 of this Complaint as though set forth
11 fully herein.

12 44. GHC is an employer and is subject to FEHA. FEHA prohibits employers from
13 discriminating against people in the workplace based on their medical condition.

14 45. Plaintiffs Beckman and Olczak worked for GHC. They could not take the COVID-19
15 vaccine because of their underlying medical conditions: cancer survivor and Mantle Cell Lymphoma
16 (Olczak) and history of allergic reactions (Beckman). These conditions were supported by medical
17 evidence, including, in Ms. Beckman’s case, a signed statement from her doctor attesting to the
18 permanence of the underlying medical condition.

19 46. GHC knew about Olczak’s and Beckman’s underlying medical conditions, which
20 qualify for protection under FEHA as either a disability or a medical condition.

21 47. Beckman and Olczak were able to perform the essential job duties of their positions at
22 GHC either with or without reasonable accommodation because of their inability to take the COVID
23 vaccine due to medical reasons.

24 48. GHC did not explore available reasonable alternatives of accommodating Beckman’s
25 and Olczak’s underlying medical conditions, including additional masking, testing, social distancing,
26 and (for Olczak) remote work, which would have allowed them to perform the essential functions of
27 their jobs. Indeed, GHC made no effort whatsoever to participate in the accommodation process.
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1 GHC fired Beckman and Olczak to avoid having to accommodate them.

2 49. Beckman’s and Olczak’s underlying medical conditions were a substantial motivating
3 reason for GHC’s decision to fire them.

4 50. As a result of GHC’s actions, Beckman and Olczak suffered damages in an amount to
5 be proven at trial, including economic damages (lost wages and future earnings) and emotional
6 distress. GHC’s actions caused those damages.

7 51. Under the FEHA, Beckman and Olczak should recover their costs and legal fees.

8 **THIRD CAUSE OF ACTION**

9 **(Disability Discrimination/Failure to Engage in Interactive Process by Olczak and Beckman vs.**
10 **GH Charter)**

11 52. Plaintiffs incorporate paragraphs 1 through 32 of this Complaint as though set forth
12 fully herein.

13 53. GHC is an employer and is subject to FEHA. FEHA prohibits employers from
14 discriminating against people in the workplace based on their medical condition.

15 54. Plaintiffs Beckman and Olczak worked for GHC. They could not take the COVID-19
16 vaccine because of their underlying medical conditions, which were supported by medical evidence.

17 55. GHC knew about these underlying medical conditions, which qualify for protection
18 under FEHA as either a disability or a medical condition.

19 56. Olczak and Beckman requested that GHC make reasonable accommodation for their
20 medical conditions so that they could perform the essential functions of their jobs at GHC.

21 57. Olczak and Beckman were willing to participate in an interactive process to
22 determine whether reasonable accommodation could be made so that they could perform the
23 essential functions of their jobs.

24 58. GHC failed to participate in a timely good-faith interactive process with Olczak and
25 Beckman to determine whether reasonable accommodation could be made for them.

26 59. As alleged above, GHC could have made reasonable accommodation for Olczak and
27 Beckman when the interactive process should have taken place during the fall of 2021.

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60. As a result of GHC's failure to engage in the interactive process in good faith, Beckman and Olczak suffered damages in an amount to be proven at trial, including economic damages (lost wages and future earnings) and emotional distress. GHC's actions caused those damages.

61. Under the FEHA, Beckman and Olczak should recover their costs and legal fees.

PRAYER FOR RELIEF

Wherefore, Plaintiffs pray for relief as follows:

1. For economic damages (lost wages and future earnings) in an amount to be proven at trial.
2. For emotional distress damages in an amount to be proven at trial.
3. For costs and attorneys' fees under FEHA.
4. For such other relief that the Court determines is just and proper.

Dated: April 21, 2024

JW HOWARD/ ATTORNEYS, LTD.

By:

Scott J. Street
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: April 21, 2024

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