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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.

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**FILED**  
Superior Court of California  
County of Los Angeles  
**07/01/2022**

Sherri R. Carter, Executive Officer / Clerk of Court  
By:                     M. Vargas                     Deputy

Case No.: 22CHCV00276

Assigned to the Hon. Stephen P. Pfahler, Dept. F49

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

**JURY TRIAL REQUESTED**

1 Plaintiffs Iris Arnold, Setiawatin Beckman, Angela Karapetyan, 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. During 2020, several experimental vaccines were developed to help limit the effects  
9 of Covid-19. But they are not miracle cures. They were developed quickly to protect those who are  
10 at highest risk of getting seriously ill from Covid, especially the elderly and those with multiple co-  
11 morbidities. Government officials, including the Centers for Disease Control (“CDC”), now admit  
12 that vaccinated people can contract and transmit Covid-19. Many fully vaccinated and fully boosted  
13 people fell ill with the Omicron variant last winter.

14 3. Some public health experts and epidemiologists predicted all along that the Covid  
15 shots would not eradicate Covid. They pointed to evidence of “breakthrough” infections, among  
16 other signs, as evidence of this. Nonetheless, the vaccines became the center of a political dispute  
17 last summer, with President Joe Biden and other leading Democrats blaming the unvaccinated and  
18 so-called “anti-vaxxers” for not doing their part to eliminate the virus. They encouraged local  
19 officials to mandate the Covid shots for public and private employees.

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

24 5. Most GH Charter employees decided to get the Covid shots. (The school now claims  
25 a 100 percent vaccination rate among its staff, the highest in Los Angeles County.) Some did not,  
26 including the individual plaintiffs in this action. They requested religious exemptions to the mandate.  
27 Bauer denied them. Two of the individual plaintiffs, one of whom is a cancer survivor, requested  
28 medical exemptions. Bauer denied those too. He wanted universal vaccination. Anybody who wasn’t

1 on board had to go.

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

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

10 8. Furthermore, like all Californians, school employees have a right to bodily integrity  
11 and a right to refuse medical treatment, both of which GH Charter’s vaccine mandate violates. Those  
12 who are teachers belonging to a union also have a protected property interest in their employment.  
13 They cannot be fired without complying with procedural requirements set forth in the Education  
14 Code. Even though GH Charter is a charter school, its charter and state law require that it follow  
15 those procedures. Defendants violated those laws by summarily firing the teachers for not complying  
16 with the school’s vaccine mandate.

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

24 10. Plaintiffs bring this action to hold Defendants accountable for their unlawful  
25 discrimination and violations of the law. They also seek to prohibit GH Charter from requiring that  
26 any GH Charter employees get any COVID-19 booster shots, as a booster mandate would clearly  
27 invade these employees’ privacy rights and would be irrational in light of evidence that the booster  
28 shots do not prevent infection or transmission either.

**PARTIES, JURISDICTION AND VENUE**

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

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

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

14. Plaintiff Sarah Olczak is an individual who resides in Oregon but who lived in Los Angeles County during the time the actions alleged in this Complaint occurred.

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

16. Plaintiff PERK is a 501(c)(3) non-profit organization formed under the laws of the State of California that advocates for civil rights issues, bodily autonomy, medical freedom and other rights. PERK has dedicated considerable resources to advocating for individual rights during the Covid-19 pandemic and thus has a beneficial interest in the relief sought in this action. It is being supported both by Plaintiffs, who used to work at GH Charter, and by current GH Charter employees.

17. Defendant Brian Bauer is sued in his individual capacity, as an agent of GH Charter. He acted under color of law, in the course and scope of his authority as the executive director of GH Charter, when engaging in the actions alleged in this Complaint.

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

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

20. Venue is proper under section 395 of the Code of Civil Procedure as Defendants reside in Los Angeles County and the actions complained of occurred here.

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**FACTUAL ALLEGATIONS**

1  
2 21. In early 2020, health officials discovered a novel coronavirus circulating in Wuhan,  
3 China. They named the disease caused by the virus “Covid-19.”

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

8 23. During 2020, at the urging of then President Donald Trump, several pharmaceutical  
9 companies began developing experimental treatments to mitigate the effects of Covid-19 and,  
10 potentially, reduce its spread.

11 24. The Covid-19 shots were so controversial that then presidential candidate Joe Biden  
12 would not commit to receiving one. Then vice presidential candidate Kamala Harris said she would  
13 not take them if Trump recommended it. Governor Gavin Newsom also questioned the treatments,  
14 saying he did not trust the Trump Administration and would review the treatments independently.

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

17 26. By the summer of 2021, tens of millions of Americans had chosen to take the Covid-  
18 19 vaccines, including more than half of adults in California. They did so by choice not by coercion.  
19 But Covid-19 had not disappeared. That should not have surprised anyone. Public health officials  
20 have repeatedly said that eliminating a respiratory virus is impossible once it begins spreading in the  
21 community. According to one prominent epidemiologist, speaking to *Nature* magazine: “Eradicating  
22 this virus right now from the world is a lot like trying to plan the construction of a stepping-stone  
23 pathway to the Moon. It’s unrealistic.”

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

27 28. That includes people who have received one of the Covid-19 shots. Although the  
28 shots have been declared a miracle by many, the Department of Health and Human Services’ Centers

1 for Medicare and Medicaid Services recently admitted that “the duration of vaccine effectiveness in  
2 preventing COVID-19, reducing disease severity, reducing the risk of death, and the effectiveness of  
3 the vaccine to prevent disease transmission by those vaccinated are not currently known.”

4 29. This was not an isolated comment. Moderna and Pfizer executives have both  
5 conceded that their shots, unlike others that have helped eradicate diseases like polio and smallpox,  
6 have little known long-term benefit. The CMS has also said that “major uncertainties remain as to  
7 the future course of the pandemic, including but not limited to vaccine effectiveness in preventing  
8 ‘breakthrough’ disease transmission from those vaccinated, [and] the long-term effectiveness of  
9 vaccination ....” And it has acknowledged the benefits of natural immunity, saying that those who  
10 “have recovered from infection ... are no longer sources of future infections.”

11 30. These uncertainties played out last winter as the Omicron variant of COVID-19  
12 spread throughout the world, infecting millions of fully vaccinated people. The CDC finally  
13 conceded in February 2022 that “anyone with Omicron infection can spread the virus to others, even  
14 if they are vaccinated or don't have symptoms.”

15 31. This deficiency seems to extend to the “booster shots” that were developed in  
16 response to new Covid variants. As *Fortune* reported in January: “Booster shots with messenger  
17 RNA vaccines such as those made by Pfizer Inc. and BioNTech SE failed to block Omicron in a  
18 study of some of the first documented breakthrough cases caused by the highly contagious variant.”  
19 The same report stated that “[p]reliminary data from an Israeli trial involving 154 health workers ...  
20 showed that a fourth dose of Pfizer's shot didn't prevent infection with Omicron.”

21 32. Other studies have reached similar findings. For example, according to one  
22 investigation, which analyzed data from California and other states: “When the delta strain circulated  
23 from mid-November to mid-December of last year, the vaccinated accounted for 21% of all COVID-  
24 related deaths in California and Georgia, and 38% in Illinois. After delta was overtaken by the  
25 omicron variant, the proportions in California and Georgia rose substantially to over 33% -- a level  
26 comparable to Illinois, which remained at its already higher rate.”

27 33. Studies have also revealed potential serious side effects from the Covid-19 shots. For  
28 example, a British report that examined data from more than 42 million people found an increase in

1 myocarditis with mRNA vaccines like the COVID-19 shots that increased with each additional shot,  
2 including the booster shots. That report's authors concluded that “[a]n association between Covid-19  
3 infection and myocarditis was observed in all ages for both sexes.” According to another report, a  
4 recent study from Sweden found that the “messenger RNA from Pfizer’s COVID-19 vaccine  
5 reportedly can enter human liver cells and be converted into DNA, contrary to what the CDC has  
6 said.” These disturbing trends—actual evidence that contradicts the CDC’s pro-vaccine narrative—  
7 may explain why a CDC panel recently proposed extending the gap between Covid shots. They may  
8 also explain why several countries, including Denmark, Finland, Norway, and Sweden, suspended  
9 use of the Moderna vaccine for young people last fall.

10       34.     This growing body of evidence confirms what many public health officials have said  
11 all along. As former Yale professor Dr. David Gortler put it: “Vaccines are one of the most  
12 important inventions in human history, having saved millions of lives. That does not mean every  
13 person should get every vaccine. Also, like every drug out there, it is critically important to quickly  
14 detect and report safety problems.” Dr. Gortler concluded that the Covid-19 shots are “clearly no  
15 longer effective, and [are] potentially causing additional illness and death.” Many other doctors and  
16 public health officials agree with him.

17       35.     Those who have touted the effectiveness of the Covid shots have often relied on the  
18 CDC’s recommendation and statement that they work. But in a February 20 article, *New York Times*  
19 reporter Apoorva Mandavilli wrote that the CDC “has published only a tiny fraction of the data it  
20 has collected” regarding the shots’ effectiveness in preventing hospitalizations, much less death. Ms.  
21 Mandavilli quoted a government official as saying the CDC was “reluctant” to make this information  
22 available because it “might be misinterpreted as the vaccines being ineffective.” The CDC's  
23 credibility is eroding with reports like these and as the public learns about the results of studies (like  
24 the Swedish DNA study) that contradict the CDC’s prior statements about the vaccines.

25       36.     Despite this history, and mounting evidence that the Covid shots do not prevent  
26 people from contracting or spreading Covid-19, much of which was available last summer, many  
27 government officials and other leaders have mandated that people get the shot to participate in daily  
28 life or keep their jobs.

1           37.     That includes GH Charter and its founding executive director, Mr. Bauer, who  
2 controls virtually all its affairs.

3           38.     During August 2021, as students and staff at GH Charter prepared to return to school,  
4 Mr. Bauer decided to require that all staff get the Covid-19 shot. He did this unilaterally, with no  
5 input from the school community and without following a reasonable decision-making process.  
6 Bauer issued the vaccine mandate because of his political beliefs and to punish so-called “anti-  
7 vaxxers,” who he blames for not doing their part to end the pandemic.

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

13           40.     Bauer said he issued the mandate to comply with a similar mandate from the Los  
14 Angeles Unified School District. Plaintiffs contend that this was not true, and that Bauer issued the  
15 mandate because of personal political reasons. Regardless, Bauer’s statement underscored that he  
16 was acting under color of law in issuing and enforcing the vaccine mandate. The GH Charter board  
17 also acted under color of law in enforcing the vaccine mandate. It had to, as GH Charter employees  
18 would normally be employed by the school district (here, LAUSD), not a particular school.  
19 California charter schools are allowed to employ teachers and other aides directly but, to do so, they  
20 must agree to follow the laws that govern public school districts in employment matters. GH Charter  
21 agreed to do that.

22           41.     Many GH Charter staff bowed to the pressure and got the Covid-19 shots, against  
23 their will. Plaintiffs did not. They have personal reasons for declining the Covid-19 shots, including  
24 sincerely held religious objections to the shots and legitimate medical reasons that led them to  
25 submit requests for exemptions to the mandate. Bauer did not care. The Plaintiffs stood in the way of  
26 his goal of universal vaccination; therefore, they 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           42.     GH Charter’s governing board was supposed to operate as a check on Mr. Bauer, to



1 ensure that the school followed the proper procedures and upheld the law. It did not do that. It did  
2 not even engage in a dialogue with Plaintiffs about their exemption requests and potential  
3 accommodations. It simply rubber-stamped Bauer’s decisions, including his decision to deny all  
4 requests for religious and medical exemptions. To the extent any dialogue occurred during this  
5 process, it was GH Charter pressuring Plaintiffs to resign.

6 43. These actions were unlawful. The defendants had to honor any request for a religious  
7 or medical exemption from the Covid-19 shot. The federal and state constitutions require that.  
8 Questioning the sincerity of one’s religious beliefs to deny a request for an exemption to the mandate  
9 constitutes religious discrimination and violates federal and state civil rights laws. Denying  
10 legitimate requests for medical exemptions also violates the law. Moreover, firing people for having  
11 an allegedly inferior immune system constitutes discrimination on the basis of an actual or perceived  
12 disability that violates state law.

13 44. Furthermore, certified employees have a protected property interest in their  
14 employment. It cannot be taken away from them without due process of law. Plaintiffs Arnold,  
15 Beckman, Karapetyan and Olczak obtained permanent employment status under the California  
16 Education Code. GH Charter did not comply with the Education and Government Code provisions  
17 that governed these plaintiffs’ employment, and it did not provide them with due process of law in  
18 the termination proceedings. To the contrary, the termination proceedings were both procedurally  
19 and substantively unfair.

20 45. To make matters worse, Defendants, through Bauer, retaliated against Plaintiffs for  
21 not getting vaccinated and for challenging their proposed termination. Among other things, Bauer  
22 reported Plaintiffs to the State for “egregious misconduct.” Plaintiffs did not engage in egregious  
23 misconduct, which California law defines to mean immoral conduct; that is, criminal behavior  
24 involving child endangerment. Bauer knew Plaintiffs did not engage in such criminal behavior—  
25 indeed, in federal court, Defendants argued that Plaintiffs’ failure to get the Covid-19 vaccine was  
26 “minor”—but he reported them for it to punish them and to pressure them into dropping their  
27 challenge to the proposed termination. Bauer has also failed to provide Plaintiffs with letters of  
28 recommendation, which would be necessary for them to get other jobs, and he instructed his

1 administrative team not to provide them either.

2 46. Bauer's actions have had a devastating effect on Plaintiffs. Some of the Plaintiffs  
3 have been unable to get unemployment benefits and other financial assistance due to it. The teacher  
4 Plaintiffs are having to defend their teaching credentials from being pulled due to the allegations.  
5 They have suffered severe emotional distress and anxiety due to Bauer's retaliation and harassment.

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

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

14 49. This is even true in Los Angeles County. On information and belief, although  
15 Defendants said they designed GH Charter's vaccine mandate to track LAUSD's mandate, LAUSD  
16 treated its employees far differently than Defendants did. They granted good faith requests for  
17 religious and medical exemptions (more than 1,500 in total). They acknowledged their employees'  
18 due process rights. Defendants did not.

19 50. Plaintiffs bring this action to protect their civil rights and to seek damages for the  
20 Defendants' unlawful actions. Each of the individual Plaintiffs received a right to sue letter from the  
21 California Department of Fair Employment and Housing. The individual Plaintiffs also filed a  
22 complaint with GH Charter regarding discrimination under Education Code section 220 and they  
23 exhausted their administrative remedies by attempting to challenge their termination through the  
24 administrative process available for teachers and other certified employees. GH Charter argued that  
25 Plaintiffs could not use the administrative process to challenge their termination because they  
26 engaged in egregious misconduct. GH Charter also refused to consider Plaintiffs' Education Code  
27 discrimination complaint (Plaintiffs asked the board to reconsider this decision; if it refuses then  
28 Plaintiffs will file an appeal with the California Department of Education, which is required to seek

1 monetary damages for such discrimination). Thus, it was futile for Plaintiffs to continue that process.  
2 They filed this action instead.

3 **FIRST CAUSE OF ACTION**

4 **(Declaratory and Injunctive Relief re *Ultra Vires* Action [Original Shots] by Plaintiffs vs. GH**  
5 **Charter)**

6 51. Plaintiffs incorporate paragraphs 1 through 50 of this Complaint as though set forth  
7 fully herein.

8 52. Defendants contend that GH Charter has the power under state law to require that the  
9 staff of GH Charter receive the Covid-19 shot to work at that school. Plaintiffs contend that GH  
10 Charter does not have the power to issue a vaccine mandate for GH Charter staff, especially  
11 unionized employees like teachers whose conditions of employment are set through the collective  
12 bargaining process. At most, section 5140(n)(3) of the Corporations Code authorizes the board of a  
13 nonprofit public benefit corporation, during a state of emergency, to “take any action that it  
14 determines to be necessary or appropriate to respond to the emergency, mitigate the effects of the  
15 emergency, or comply with lawful federal and state government orders ....” Plaintiffs contend that  
16 the vaccine mandate was not necessary or appropriate because the Covid vaccines do not prevent the  
17 spread of Covid-19.

18 53. In that sense, the mandate is also not reasonably related to protecting the health of the  
19 GH Charter community and the means used by Defendants in mandating the shot for everybody is  
20 not reasonably appropriate under the circumstances. Indeed, GH Charter’s vaccine mandate is  
21 arbitrary and irrational, as studies and evidence developed during the past year, much of which was  
22 available last summer, show the Covid vaccines do not prevent people from contracting or  
23 transmitting Covid-19. Moreover, Mr. Bauer did not engage in a reasonable decision-making process  
24 when he decided to mandate the Covid-19 shots. He made the decision first and then looked for  
25 statements and evidence to support it. And, after Bauer announced the mandate last August,  
26 Defendants ignored evidence that undermined their predictions about the effectiveness and safety of  
27 the shots. These are quintessentially arbitrary and capricious actions.

28 54. Moreover, although GH Charter’s vaccine mandate says it requires its staff to get

1 every booster shot that the FDA grants emergency use authorization to, and which public health  
2 officials recommend, the school has not taken any steps to enforce the booster mandate. To the  
3 contrary, on information and belief, despite its aggressive enforcement of the mandate for the  
4 original Covid shots, GH Charter has not taken adverse employment action against a single  
5 employee for not getting one or more booster shots. This inconsistent conduct provides further  
6 evidence of the arbitrariness and capriciousness of the mandate.

7 55. Plaintiffs desire a judicial declaration that GH Charter’s Covid-19 vaccine mandate is  
8 void because Defendants had no power to order it, because the mandate was not necessary to control  
9 the spread of Covid at GH Charter and because Defendants acted arbitrarily and capriciously in  
10 adopting the mandate, including in their inconsistent enforcement of the mandate with respect to the  
11 original vaccines versus the booster shots.

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

15 57. Defendants’ actions have harmed Plaintiffs, as alleged above.

16 58. Plaintiffs also seek permanent injunctive relief enjoining Defendants from enforcing  
17 the mandate.

18 59. This action serves the public interest. Therefore, Plaintiffs should recover their costs  
19 and legal fees if they prevail.

20 **SECOND CAUSE OF ACTION**

21 **(Declaratory and Injunctive Relief under Cal. Constitution, Article I, § 1 by Plaintiffs vs. GH**  
22 **Charter)**

23 60. Plaintiffs incorporate paragraphs 1 through 50 of this Complaint as though set forth  
24 fully herein.

25 61. Individuals have a right to privacy under the California Constitution. This state law  
26 privacy right, which was added by voters in 1972, is far broader than the right to privacy that exists  
27 under the federal Constitution. It is the broadest privacy right in America and has been interpreted by  
28 the California Supreme Court to protect both the right to informational privacy and to bodily

1 integrity. Unlike the right to privacy that has been recognized to exist under the federal Constitution,  
2 the right to privacy embodied in California's Constitution at Article 1, Section 1 thereof, is  
3 enforceable against private actors.

4 62. Individuals have a legally protected privacy interest in their bodily integrity and their  
5 private medical information, as the California Supreme Court recognized in *Hill v. NCAA*. Their  
6 expectation of privacy is reasonable under the circumstances as neither GH Charter nor LAUSD  
7 have never had a vaccination requirement for employment before now. The only compulsory  
8 vaccination laws adopted in California during the past century concerned certain vaccines that minor  
9 children need to attend elementary schools. Those laws do not undermine the expectation of privacy  
10 that adults have in their bodily autonomy, even when they are at work.

11 63. Moreover, in 2005, the California Court of Appeal identified compulsory vaccination  
12 as the type of “invasive and highly personalized medical treatments used in cases where the state  
13 sought to override a person's freedom to choose and where the Supreme Court has recognized a  
14 liberty interest in freedom from such unwanted medical treatment.” *Coshov v. City of Escondido*,  
15 132 Cal. App. 4th 687, 710 (2005). Therefore, GH Charter’s vaccine mandate constitutes a serious  
16 invasion of the Individual Plaintiffs’ privacy rights, as alleged above.

17 64. As the California Supreme Court has explained, the “rational basis” test that courts  
18 employ when analyzing alleged violations of the United States Constitution does not apply in a state  
19 law privacy case. The California Supreme Court uses a fact-intensive balancing test to decide  
20 whether a mandate violates an individual's state constitutional right to privacy. Moreover, while the  
21 Defendants may argue that the vaccine mandate serves a compelling interest in reducing the spread  
22 of Covid-19, there are feasible and effective alternatives to it that have a lesser impact on privacy  
23 interests.

24 65. Indeed, evidence now shows that the vaccines do not prevent people from contracting  
25 and transmitting Covid-19. That is why millions of vaccinated people, including employees of GH  
26 Charter, fell ill with the Omicron variant last winter. This trend will continue as other Covid variants  
27 emerge. Thus, the adoption and continued enforcement of the vaccine mandate does not serve the  
28 Defendants’ stated purpose of preventing infection. The most the Covid shots can do is, potentially,

1 reduce the severity of Covid-19 symptoms but even that has not been scientifically proven and there  
2 are other ways to reduce the severity of Covid-19 without compelling people to get a shot they do  
3 not want. In any event, taking a shot to potentially reduce the severity of illness is a private health  
4 issue, not a public one.

5 66. On information and belief, Defendants contend that GH Charter’s vaccine mandate  
6 does not violate its employees’ right to privacy under the California Constitution.

7 67. Plaintiffs desire a judicial declaration that GH Charter’s Covid-19 vaccine mandate is  
8 unconstitutional because it violates GH Charter’s employees’ right to privacy under Article I, section  
9 1 of the California Constitution.

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

13 69. Defendants’ actions have harmed the Individual Plaintiffs and other GH Charter  
14 employees, as alleged above. Plaintiffs have a beneficial interest in the relief sought in this  
15 Complaint and thus have standing to seek it.

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

19 71. This action serves the public interest, justifying an award of attorneys’ fees under  
20 section 1021.5 of the California Code of Civil Procedure.

21 **THIRD CAUSE OF ACTION**

22 **(Procedural Due Process/Article I, § 7 of Cal. Constitution, by Plaintiffs Arnold, Beckman,**  
23 **Karapetyan and Olczak vs. GH Charter)**

24 72. Plaintiffs incorporate paragraphs 1 through 50 of this Complaint as though set forth  
25 fully herein.

26 73. Teachers at charter schools in California must have a certificate from the state  
27 Commission on Teacher Credentialing. As such, teachers like Plaintiffs Arnold, Beckman and  
28 Karapetyan who met the requirements for permanent employment fall within section 44932 of the

1 Education Code and cannot be fired except for specific acts or “egregious misconduct,” which the  
2 Education Code defines to mean “immoral conduct that is the basis for an offense described in  
3 Section 44010 or 44011 of this code, or in Sections 11165.2 to 11165.6, inclusive, of the Penal  
4 Code.” Similar rules apply to counselors like Plaintiff Olczak, who also obtained permanent status.

5 74. Under the Due Process Clause of the California Constitution (Article I section 7) and  
6 *Skelly v. State Personnel Board*, these Plaintiffs have a protected property interest in their continued  
7 employment. Thus, GH Charter did not have the power to summarily fire them for not complying  
8 with the school’s Covid-19 vaccine mandate. The school had to follow the procedures for  
9 terminating certified teachers that is set forth in the Education Code and which applies to charter  
10 schools like GH Charter who agree to follow these procedures (as GH Charter did in its charter).  
11 This process had to be fair. It had to include an opportunity to gather and present evidence, plus an  
12 independent hearing officer who could deviate from the proposed discipline.

13 75. GH Charter did not provide Plaintiffs Arnold, Beckman, Karapetyan and Olczak with  
14 their rights to due process under state law. The GH Charter governing board’s meeting to review the  
15 proposed terminations was a *pro forma* meeting designed to rubber-stamp whatever Mr. Bauer  
16 demanded, not a meaningful opportunity to be heard and to consider whether a different punishment  
17 (or no punishment) was appropriate.

18 76. GH Charter’s actions harmed Plaintiffs Arnold, Beckman, Karapetyan and Olczak, as  
19 alleged above. The school’s actions were both the actual and proximate cause of this harm.

20 77. As a result of GH Charter’s actions, Plaintiffs Arnold, Beckman, Karapetyan and  
21 Olczak suffered damages in an amount to be proven at trial.

22 78. Plaintiffs Arnold, Beckman, Karapetyan and Olczak also seek a judicial declaration  
23 that Defendants violated their procedural due process rights, and they seek an order voiding GH  
24 Charter’s termination order and restoring them to active employment at GH Charter.

25 79. This action serves the public interest. Therefore, Plaintiffs should recover their costs  
26 and legal fees if they prevail.

27 **FOURTH CAUSE OF ACTION**

28 **(Violation of Cal. Fair Employment and Housing Act/Religious Discrimination by Individual**

**Plaintiffs vs. GH Charter)**

1  
2 80. Plaintiffs incorporate paragraphs 1 through 50 of this Complaint as though set forth  
3 fully herein.

4 81. California’s Fair Employment and Housing Act (FEHA) forbids an employer from  
5 firing someone “because of a conflict between the person’s religious belief or observance and any  
6 employment requirement, unless the employer or other entity covered by this part demonstrates that  
7 it has explored any available reasonable alternative means of accommodating the religious belief or  
8 observance . . . but is unable to reasonably accommodate the religious belief or observance without  
9 undue hardship.”

10 82. The Individual Plaintiffs worked for GH Charter. They had a sincerely held religious  
11 belief or practices that conflicted with a stated job requirement (the Covid-19 vaccine mandate). GH  
12 Charter was aware of this conflict but did not explore any available reasonable alternatives for  
13 accommodating Plaintiffs’ beliefs and it refused to consider the accommodations the Individual  
14 Plaintiffs proposed, none of which would have imposed a substantial burden on GH Charter. GH  
15 Charter subsequently fired the Individual Plaintiffs for not complying with the vaccine mandate.  
16 Indeed, GH Charter refused to accommodate the Individual Plaintiffs’ sincerely held religious  
17 beliefs because Bauer wanted universal vaccination and recognizing any exemptions would have  
18 undermined that goal. Thus, Plaintiffs challenge the mandate both on its face, for having a policy of  
19 refusing all requests for religious exemptions, and as applied to them.

20 83. In addition to this religious discrimination, GH Charter failed to conduct a good-faith  
21 inquiry to determine if it could reasonably accommodate the Individual Plaintiffs’ objections to the  
22 Covid vaccine mandate. This failure to engage in a good-faith reasonable accommodation process  
23 independently violated the FEHA.

24 84. As a result of GH Charter’s actions, the Individual Plaintiffs suffered damages in an  
25 amount to be proven at trial. These actions were the actual and proximate cause of those damages.

26 85. 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 the FEHA.

28 ///



**FIFTH CAUSE OF ACTION**

**(Violation of Cal. Fair Employment and Housing Act/Medical Condition Discrimination)**

86. Plaintiffs incorporate paragraphs 1 through 50 of this Complaint as though set forth fully herein.

87. The FEHA prohibits California employers from firing someone because of an actual or perceived disability. The FEHA explicitly incorporates the Americans with Disabilities Act’s definition of disability, which means “[a]ny physiological disorder or condition,” including an “immune” condition. 29 C.F.R. § 1630.2(h). While the ADA’s protections are broad, California law provides even greater protection against discrimination due to actual or perceived disabilities.

88. The Covid-19 vaccines do not prevent infection or transmission of Covid-19. The most they can do is reduce the severity of an infected individual’s symptoms, thus potentially putting unvaccinated people at a greater risk of serious illness. That is a private health issue, an actual or perceived immune condition that is protected from discrimination under state law.

89. GH Charter contends that it did not view the Individual Plaintiffs as having a disability because being unvaccinated does not make achievement of a major life activity difficult. Plaintiffs contend otherwise. In any event, if being vaccinated or unvaccinated has no effect on an individual’s major life activities, then GH Charter had no reasonable basis to require that its employees get the shot.

90. Furthermore, there exists an abundance of reasonable accommodations designed to mitigate the risk of contagion that GH Charter implemented, and relied on, such as masking and testing, among other things. Those accommodations remain available and could allow the Individual Plaintiffs to continue working at GH Charter, despite being unvaccinated, but Defendants refused to provide them and summarily fired them for asserting their rights. In doing so, Defendants discriminated against the Individual Plaintiffs based on an actual or perceived disability, in violation of state law.

91. In addition to this disability discrimination, GH Charter failed to conduct a good-faith inquiry to determine if it could reasonably accommodate the Individual Plaintiffs’ immunological condition. This failure to engage in a good-faith reasonable accommodation process independently

1 violated the FEHA.

2 92. As a result of Defendants’ actions, the Individual Plaintiffs suffered damages in an  
3 amount to be proven at trial. These actions were the actual and proximate cause of those damages.

4 93. This action serves the public interest, justifying an award of attorneys’ fees under  
5 section 1021.5 of the California Code of Civil Procedure and the FEHA.

6 **SIXTH CAUSE OF ACTION**

7 **(Violation of Cal. Fair Employment and Housing Act/Retaliation by Individual Plaintiffs vs.**  
8 **GH Charter)**

9 94. Plaintiffs incorporate paragraphs 1 through 50 of this Complaint as though set forth  
10 fully herein.

11 95. The FEHA prohibits discrimination on the basis of race, color, sex, national origin,  
12 religion, age, disability and genetic information, among other things. An individual engages in  
13 protected activity when she speaks out about, or exercises rights related to, workplace  
14 discrimination.

15 96. The Individual Plaintiffs were engaged in protected activity when they sought  
16 exemptions to GH Charter’s vaccine mandate and sought to challenge GH Charter’s termination of  
17 their employment for not getting the Covid vaccine, as alleged above. Bauer himself retaliated  
18 against the Individual Plaintiffs for engaging in protected activity, as alleged above. Bauer’s  
19 retaliatory acts included, but are not limited to, denying Plaintiffs’ requests for exemptions to the  
20 Covid vaccine mandate and summarily firing them for not complying with his arbitrary diktats.  
21 Bauer also retaliated against Plaintiffs by accusing them of engaging in “egregious misconduct” for  
22 not getting vaccinated. He continued to retaliate against Plaintiffs after they were fired by reporting  
23 them for misconduct to state regulators, including the agency that oversees teacher certification.  
24 Bauer has also failed to provide the Individual Plaintiffs with letters of recommendation, which is  
25 necessary for them to get other jobs, and he instructed his administrative team not to provide them  
26 either. Any one of these actions could deter a reasonable person from engaging in protected activity.  
27 Combined, they are far worse and thus violate the FEHA’s anti-retaliation provisions.

28 97. Defendants terminated the Individual Plaintiffs’ employment and have refused to

1 provide them with employment-related benefits (such as letters of recommendation) since. The  
2 Individual Plaintiffs’ protected activity was a substantial motivating reason for these actions.

3 98. As a result of Defendants’ actions, the Individual Plaintiffs suffered damages in an  
4 amount to be proven at trial. These actions were the actual and proximate cause of those damages.

5 99. When engaging in the actions alleged above, Bauer acted within the course and scope  
6 of his employment at GH Charter and with the knowledge of GH Charter’s board. Thus, GH Charter  
7 should be held vicariously liable for Bauer’s unlawful actions.

8 100. This action serves the public interest, justifying an award of attorneys’ fees under  
9 section 1021.5 of the California Code of Civil Procedure and the FEHA.

10 **SEVENTH CAUSE OF ACTION**

11 **(Violation of Cal. Education Code § 220 and Government Code §11135 by Individual Plaintiffs**  
12 **vs. GH Charter)**

13 101. Plaintiffs incorporate paragraphs 1 through 50 of this Complaint as though set forth  
14 fully herein.

15 102. Section 220 of the California Education Code provides: “No person shall be subjected  
16 to discrimination on the basis of disability, gender, gender identity, gender expression, nationality,  
17 race or ethnicity, religion, sexual orientation, or any other characteristic that is contained in the  
18 definition of hate crimes set forth in Section 422.55 of the Penal Code, including immigration status,  
19 in any program or activity conducted by an educational institution that receives, or benefits from,  
20 state financial assistance, or enrolls pupils who receive state student financial aid.” Similarly, section  
21 11135 of the California Government Code provides: “No person in the State of California shall, on  
22 the basis of sex, race, color, religion, ancestry, national origin, ethnic group identification, age,  
23 mental disability, physical disability, medical condition, genetic information, marital status, or  
24 sexual orientation, be unlawfully denied full and equal access to the benefits of, or be unlawfully  
25 subjected to discrimination under, any program or activity that is conducted, operated, or  
26 administered by the state or by any state agency, is funded directly by the state, or receives any  
27 financial assistance from the state.”

28 103. Combined, section 220 of the Education Code and section 11135 of the Government

1 Code broadly prohibit discrimination based on religion and actual/perceived disability in publicly  
2 funded schools, including GH Charter. They explicitly incorporate the Americans with Disabilities  
3 Act’s definition of disability, which means “[a]ny physiological disorder or condition,” including an  
4 “immune” condition. 29 C.F.R. § 1630.2(h). While the ADA’s protections are broad, California law  
5 provides even greater protection against discrimination due to religion and actual/perceived  
6 disabilities.

7 104. Section 235 of the Education Code states: “There shall be no discrimination on the  
8 basis of the characteristics listed in Section 220 in any aspect of the operation of alternative schools  
9 or charter schools.”

10 105. As alleged above, the Covid-19 vaccines do not prevent infection or transmission of  
11 Covid-19. The most they can do is, potentially, reduce the severity of an infected individual’s  
12 symptoms, thus potentially putting unvaccinated people at a greater risk of serious illness. That is a  
13 private health issue, an immune condition that is protected from discrimination under state law.

14 106. There exists an abundance of reasonable accommodations designed to mitigate the  
15 risk of contagion that GH Charter implemented, and relied on, such as masking and testing, among  
16 other things, during the Covid pandemic. Those accommodations remain available and could allow  
17 the Individual Plaintiffs to continue working, but Defendants have refused to provide them. In doing  
18 so, they have discriminated against the Individual Plaintiffs based on their medical condition, in  
19 violation of state law.

20 107. In denying their requests for religious exemptions, Defendants also discriminated  
21 against the Individual Plaintiffs on the basis of religion, in violation of state law.

22 108. Section 220 of the Education Code may be enforced through a private right of action.  
23 The Individual Plaintiffs exhausted their administrative remedies by submitting a claim to the GH  
24 Charter board. GH Charter has not investigated the claim, saying it is not appropriate to do so during  
25 pending litigation. Plaintiffs asked the GH Charter board to reconsider that decision and to conduct  
26 an appropriate investigation. If it refuses or denies their claims, Plaintiffs will appeal to the  
27 California Department of Education, a prerequisite for seeking monetary damages.

28 109. As a result of Defendants’ actions, the Individual Plaintiffs suffered damages in an

1 amount to be proven at trial. These actions were the actual and proximate cause of those damages.  
2 Plaintiffs also seek preliminary and permanent injunctions prohibiting the Defendants from  
3 continuing to enforce the mandate.

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

6 **EIGHTH CAUSE OF ACTION**

7 **(Wrongful Termination by Individual Plaintiffs vs. Defendants)**

8 111. Plaintiffs incorporate paragraphs 1 through 50 of this Complaint as though set forth  
9 fully herein.

10 112. GH Charter fired the Individual Plaintiffs for asserting their constitutional rights,  
11 including their rights to religious freedom and bodily integrity, and their statutory rights, including  
12 rights protected by the FEHA. To the extent these decisions were based on Defendant Bauer's  
13 actions, Bauer acted within the course and scope of his employment as the executive director of GH  
14 Charter making GH Charter vicariously liable for Bauer's violations of the Individual Plaintiffs'  
15 rights.

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

19 114. As a result of Defendants' actions, the Individual Plaintiffs suffered damages in an  
20 amount to be proven at trial. These actions were the actual and proximate cause of those damages.

21 115. GH Charter acted with malice or reckless indifference to Plaintiffs' rights, justifying  
22 an award of punitive damages.

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

25 **NINTH CAUSE OF ACTION**

26 **(Declaratory and Injunctive Relief re *Ultra Vires* Action [Booster Shots] by Plaintiffs vs. GH**  
27 **Charter)**

28 117. Plaintiffs incorporate paragraphs 1 through 50 of this Complaint as though set forth

1 fully herein.

2 118. As alleged above (particularly in the first cause of action), Plaintiffs, including  
3 PERK, contend that GH Charter does not have the power under state law to require that its  
4 employees get a vaccine they do not want as a condition of their employment. It does not have that  
5 power with respect to permanent employees, like teachers, whose conditions of employment are  
6 governed by collective bargaining agreements. It does not have that power over *any* employee.  
7 Defendants disagree.

8 119. GH Charter’s vaccine mandate states that “should any COVID-19 vaccination require  
9 a booster dose(s) for complete and/or continued inoculation, this Policy shall require such dose(s), to  
10 the extent that the booster dose(s) is: (1) available under FDA Emergency Use Authorization, (2) is  
11 available for all employees and (3) that it is recommended by state and/or federal public health  
12 authorities.”

13 120. Plaintiffs contend that GH Charter does not have the power under state law to require  
14 that its employees get the Covid booster shots. Furthermore, any booster mandate would violate  
15 California’s state constitutional right to privacy, for the reasons alleged above (in the second cause  
16 of action). Indeed, there are many feasible, less intrusive alternatives to a booster mandate that will  
17 protect GH Charter employees from severe illness.

18 121. Defendants disagree with these allegations.

19 122. Plaintiffs desire a judicial declaration that GH Charter does not have the power under  
20 state law to order its employees to get any of the Covid-19 booster shots.

21 123. A judicial determination of these issues is necessary and appropriate because such a  
22 declaration will clarify the parties’ rights and obligations, permit them to have certainty regarding  
23 those rights and potential liability, and avoid a multiplicity of actions.

24 124. The Individual Plaintiffs have a beneficial interest in the relief sought in this  
25 Complaint as they are former GH Charter employees who could be reinstated or rehired to their  
26 previous positions. PERK also has standing, as it has worked with GH Charter employees (including  
27 current employees) on legal issues related to GH Charter’s Covid-19 policies, including the potential  
28 booster mandates. Thus, Plaintiffs have standing to seek it. Furthermore, this case raises serious and

1 novel constitutional issues sufficient to create public interest standing under state law.

2 125. Plaintiffs have no adequate remedy at law and will suffer irreparable harm if the  
3 Court does not declare the vaccine mandate unconstitutional. Thus, they seek preliminary and  
4 permanent injunctive relief enjoining GH Charter from enforcing any booster mandates.

5 126. 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 **PRAYER FOR RELIEF**

8 Wherefore, Plaintiffs pray for relief as follows:

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

11 2. For an order declaring that the GH Charter vaccine mandate violates school  
12 employees' right to privacy under the California Constitution.

13 3. For an order declaring that GH Charter does not have the power to require that its  
14 employees get the Covid-19 booster shots.

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

16 5. For costs and attorneys' fees under section 1021.5 of the California Code of Civil  
17 Procedure.

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

19 JW HOWARD/ ATTORNEYS, LTD.

20 Dated: July 1, 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: July 1, 2022

JW HOWARD/ ATTORNEYS, LTD.

By:



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John W. Howard  
Scott J. Street  
Attorneys for Plaintiffs IRIS ARNOLD et al.

JW HOWARD/ ATTORNEYS, LTD.  
701 B STREET, SUITE 1725  
SAN DIEGO, CALIFORNIA 92101



**PROOF OF SERVICE**

I, the undersigned, do declare that I am employed in the county aforesaid, that I am over the age of [18] years and not a party to the within entitled action; and that I am executing this proof at the direction of the member of the bar of the above-entitled Court. The business address is:

JW Howard Attorneys LTD  
701 B Street, Ste. 1725  
San Diego, California 92101

MAIL. I am readily familiar with the business’ practice for collection and processing of correspondence for mailing via the United States Postal Service and that the correspondence would be deposited with the United States Postal Service for collections that same day.

ELECTRONIC. I am readily familiar with the business’ practice for collection and processing of documents via electronic system and said documents were successfully transmitted via One Legal that same day to: mike.feuer@lacity.org

On the date indicated below, I served the within:

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

TO:

**JOSIAH R. JENKINS** | Associate  
**GORDON REES SCULLY MANSUKHANI**  
633 West Fifth Street, 52nd Floor  
Los Angeles, CA 90071  
[jjenkins@grsm.com](mailto:jjenkins@grsm.com)

I declare under penalty of perjury, under the laws of the State of California, that the foregoing is true and correct and was **EXECUTED** on July 1, 2022, at San Diego, CA.

/s/ Dayna Dang  
Dayna Dang, Paralegal  
[dayna@jwhowardattorneys.com](mailto:dayna@jwhowardattorneys.com)