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ANGELIKI A. KANAVOU

SUPERIOR COURT OF THE STATE OF CALIFORNIA  
FOR THE COUNTY OF ORANGE, CENTRAL JUSTICE CENTER

30-2016-00840960-CU-CO-CJC

ANGELIKI A. KANAVOU, an individual

Plaintiff,

vs.

CHAPMAN UNIVERSITY, a California  
corporation, and DOES 1-25, inclusive,  
Defendants.

Case No.: Judge Gregory H. Lewis

**COMPLAINT FOR DAMAGES**

- 1. **DISABILITY DISCRIMINATION** in violation of Cal. Gov. Code § 12940 et seq.
  - 2. **FAILURE TO PROVIDE REASONABLE ACCOMMODATION** in violation of Cal. Gov. Code § 12940(m) et seq.
  - 3. **FAILURE TO ENGAGE IN THE INTERACTIVE PROCESS** in violation of Cal. Gov. Code § 12940(n) et seq.
  - 4. **FAILURE TO PREVENT DISCRIMINATION** in violation of Cal. Gov. Code § 12940(k)
  - 5. **WRONGFUL TERMINATION IN VIOLATION OF PUBLIC POLICY**
  - 6. **BREACH OF COVENANT OF GOOD FAITH & FAIR DEALING**
  - 7. **BREACH OF EMPLOYMENT CONTRACT**
- Demand for more than \$25,000
- JURY TRIAL DEMANDED**

1 Plaintiff ANGELIKI A. KANAVOU hereby alleges, based on her information and belief:  
2

3 **I. PARTIES, VENUE AND JURISDICTION**

4 1. Plaintiff ANGELIKI A. KANAVOU, Ph.D. (hereinafter, “Dr. Kanavou”) is an individual  
5 domiciled in the city of Pasadena, California. At the relevant times noted here, Plaintiff Dr.  
6 Kanavou was a full-time employee of Defendant CHAPMAN UNIVERSITY.

7 2. Defendant CHAPMAN UNIVERSITY is a California corporation.

8 3. Defendant CHAPMAN UNIVERSITY is domiciled at 1 University Drive, Orange, CA  
9 92866-1005, placing the Defendant in this Court’s jurisdiction. Additionally, the discriminatory  
10 acts that give rise to this action occurred within this Court’s jurisdictional boundaries.

11 4. Defendant CHAPMAN UNIVERSITY is an employer within the meaning of California  
12 Government Code sections 12926(d) and 12940(a); and Defendant regularly employs five (5) or  
13 more persons, as within the category defined by Cal. Gov. Code § 12926. Thus, Plaintiff’s causes  
14 of action fall within the jurisdiction of this court.

15 5. The true names and capacities, whether individual, corporate, associate, or otherwise, of  
16 the Defendants named herein as DOES 1-25, inclusive, are unknown to Plaintiff at this time and  
17 therefore said Defendants are sued by such fictitious names. Plaintiff will seek leave to amend  
18 this complaint to insert the true names and capacities of said Defendants when the same become  
19 known to Plaintiff. Plaintiff is informed and believes, and based thereupon alleges, that each of  
20 the fictitiously named Defendants is responsible for the wrongful acts alleged herein, and is  
21 therefore liable to Plaintiff as alleged hereinafter.

22 6. Plaintiff is informed and believes, and based thereupon alleges, that at all times relevant  
23 hereto, all individual Defendants were the agents, employees, managing agents, supervisors,  
24 coconspirators, and each of them, and in doing the things alleged herein, were acting at least in  
25 part within the course and scope of said agency, employment, conspiracy, and with the  
26 permission and consent of each of the other Defendants.

27 7. Plaintiff is informed and believes, and based thereupon alleges, that Defendants, and each  
28 of them, including those defendants named as DOES 1-25 acted in concert with one another to  
commit the wrongful acts alleged herein, and aided, abetted, incited, compelled and/or coerced  
one another in the wrongful acts alleged herein, and/or attempted to do so, as so defined and

1 prohibited by Cal. Gov. Code §12940(i). Plaintiff is further informed and believes, and based  
2 thereupon alleges, that Defendants, and each of them, including those defendants named as  
3 DOES 1-25 formed and executed a conspiracy or common plan pursuant to which they would  
4 commit the unlawful acts alleged herein, with all such acts alleged herein done as part of and  
5 pursuant to said conspiracy, intended to cause and actually causing Plaintiff harm.

6 8. Whenever and wherever reference is made in this complaint to any act or failure to act by  
7 a Defendant or co-Defendant, such allegations and references shall also be deemed to mean the  
8 acts and/or failures to act by each Defendant acting individually, jointly and severally.

9 9. On Nov. 22, 2013, Plaintiff filed a discrimination complaint concurrently with the  
10 California Department of Fair Employment and Housing (“DFEH”) and the U.S. Equal  
11 Employment Opportunity Commission (“EEOC”). The DFEH deferred investigation of the  
12 complaint to the EEOC. Concurrently with the dual-filing, the DFEH issued a one-year right-to  
13 sue letter that states, “Pursuant to Government Code section 12965, subdivision (d)(1), this one-  
14 year period will be tolled during the pendency of the EEOC’s investigation of your complaint.”  
15 The EEOC investigated the complaint and issued a 90-day right-to-sue letter, dated Dec. 17,  
16 2015. Plaintiff has therefore satisfied all administrative prerequisites with respect to her claims  
17 filed here; and her complaint is timely within the meaning of Cal Gov Code § 12965(d).

## 18 **II. FACTUAL ALLEGATIONS**

19 10. During the spring academic semester of 2003, Dr. Angeliki A. Kanavou served as an  
20 adjunct professor of Peace Studies at Chapman University, teaching the class, “Negotiating  
21 Ethnic Conflict.”

22 11. From the academic semester of fall, 2003 to Spring, 2004, Dr. Kanavou served as post-  
23 doctoral fellow at the Joan B. Kroc Center for International Peace at the University of Notre  
24 Dame.

25 12. From the academic semester of fall, 2004 to Spring, 2006, Dr. Kanavou served as adjunct  
26 professor at Chapman University in the Peace Studies Program, teaching the following classes:  
27 “War and Peace from Ancient to Contemporary Times,” “Introduction to Politics,” “Intercultural  
28 Conflict and Communication,” and “Non-Violent Social Change.”

1 13. On July, 25, 2006, Dr. Kanavou entered into a contract with Chapman University as a  
2 tenure-track assistant professor of Political Science and Peace Studies within the Wilkinson  
3 College of Arts, Humanities, and Social Sciences. The contract was effective at the beginning of  
4 the 2006-2007 academic year. The contract included the following key provisions: [1] an initial  
5 two-year term, expiring May 31, 2008; [2] a reappointment provision, giving the University the  
6 discretion to reappoint after the initial two-year term; [3] an overall probationary period of seven  
7 years, as is standard for tenure track appointments: “Faculty Member shall be considered for  
8 tenure at the end of her probationary period (a total of seven years creditable tenure track  
9 service).” The late Professor Don Will assumed the role as Dr. Kanavou’s supervisor, although  
10 not so specified in the written contract.

11 14. At approximately 10 a.m., January 13, 2007, Dr. Kanavou was loading shopping items  
12 into the trunk of her car – which was parallel parked on Union Street near the intersection with  
13 Pasadena Ave. in Pasadena, Calif. – when a rapidly moving vehicle struck her from behind,  
14 breaking both of her legs and her right arm. Her left leg was broken just above the knee; her right  
15 leg was broken at the femur, fibula and tibia; and her right arm was broken right below the wrist.  
16 The impact also caused Dr. Kanavou’s head to slam against the lid of her trunk, resulting in a  
17 gash in the head and concussion. Following the accident, Dr. Kanavou was transported to the  
18 emergency room at Huntington Hospital.

19 15. At approximately 5 p.m. January 13, 2007, Dr. Kanavou underwent surgery, which  
20 involved open reduction and internal fixation, setting the left and right femur bones; and titanium  
21 rods were installed in the right fibula and tibia. The operating surgeon was Dr. Tom Ackerson of  
22 Huntington Hospital. Dr. Kanavou remained at Huntington Hospital until or about Feb. 3, 2007,  
23 when she was released to a convalescent center for recovery.

24 16. From the date of the accident until April 25, 2014, Dr. Kanavou underwent seven  
25 surgeries to repair the injuries she suffered as a result of the accident. After each surgery, Dr.  
26 Kanavou underwent extensive physical therapy in order to recover her mobility.

27 17. Shortly after the accident, Chapman University placed Dr. Kanavou on disability leave  
28 for the spring 2007 semester.

18. On January 14, 2007, Dr. Kanavou underwent surgeries for open reduction and then  
internal fixation to her left and right femur, the right fibula (calf bone) and tibia (shin bone).

1 19. On January 17, 2007, Dr. Kanavou underwent surgery on her right ulna (forearm), which  
2 involved internal fixation with a titanium rod.

3 20. On or about January 20, 2007, Dr. Kanavou underwent surgery for the installation of a  
4 stent on her chest in order to prevent arterial blockage as a result of a hematoma that formed in  
5 the left leg while at the hospital.

6 21. On or about February 3, 2007, Dr. Kanavou was discharged from the hospital and  
7 released to GEM Transitional Care Center in Pasadena. The following day, Dr. Kanavou was  
8 brought home, where she received 24-hour in-home care, at her own expense until or about June  
9 10, 2007.

10 22. On February 10, 2007, Dr. Kanavou commenced at-home physical therapy with physical  
11 therapist and nurse associated with Huntington Hospital. Dr. Kanavou continued physical  
12 therapy with Huntington Rehabilitation Medical Associates in Pasadena.

13 23. On or about April 30, 2007, Dr. Kanavou started to walk again with the aid of a walker-  
14 device.

15 24. On August 25, 2007, Dr. Kanavou returned to work at Chapman University, commencing  
16 the fall semester. Although still in a wheel chair and crutches and undergoing physical therapy,  
17 Dr. Kanavou was assigned to teach a heavier-than-usual load, which included four classes and  
18 five directed studies students – necessitating additional one-on-one lecturing and supervision.

19 25. On November 30, 2007, Dr. Kanavou underwent surgery for reconstruction of her knee,  
20 including ACL repair, as well as the removal of hardware from the left femur.

21 26. In a letter dated December 14, 2007, Chancellor Struppa granted Dr. Kanavou a 4.7  
22 percent pay raise.

23 27. On March 14, 2008, Dr. Kanavou underwent surgery for repair of the right knee  
24 meniscus, and removal of hardware from right upper and lower leg.

25 28. In a letter dated April 11, 2008, Chancellor Struppa informed Dr. Kanavou that he had  
26 renewed her tenure-track appointment for the 2008-09 academic year.

27 29. On April 22, 2008, Chancellor Struppa and Dr. Kanavou executed a contract  
28 memorializing the tenure track renewal for the 2008-09 academic year.

1 30. On June 20, 2008, Dr. Kanavou underwent surgery for repair of the right knee anterior  
2 cruciate ligament (ACL), the medial collateral ligament (MCL), and the lateral collateral  
3 ligament (LCL).

4 31. On September 30, 2008, Roberta Lessor, Dean of the Wilkinson College, recommended  
5 that Dr. Kanavou receive a one-year extension on her review period, “given the extent of the  
6 injuries suffered by Dr. Kanavou and the lengthy medical treatment she has undergone and will  
7 continue to undergo.” The same day, Chancellor Daniele C. Struppa ratified this extension.

8 32. In a letter dated December 16, 2008, Chancellor Struppa granted Dr. Kanavou a 4.19  
9 percent pay raise.

10 33. On or about January 27, 2009, Dr. Kanavou underwent a hysteroscopy and removal of  
11 fibroid tumors.

12 34. On March 14, 2009, Dr. Kanavou underwent a polypectomy.

13 35. On April 2, 2009, Roberta Lessor recommended a second, one-year extension of Dr.  
14 Kanavou’s tenure review period. The same day, Chancellor Struppa ratified this request.

15 36. Also on April 2, Chancellor Struppa memorialized the tenure review extensions,  
16 referenced above. In a letter to Dr. Kanavou, Chancellor Struppa wrote: “Your initial tenure-  
17 track appointment with the University was in September 2006. Subsequently, you were provided  
18 with a two-year deferment in your probationary period timeline. This deferment placed your 3rd-  
19 year critical review during the 2010-2011 academic year, your 5th year critical review during the  
20 2012-2013 academic year, and your tenure review during the 2014-2015 academic year.”

21 37. On April 22, 2009, Dr. Kanavou and Chancellor Stuppa executed a contract renewing Dr.  
22 Kanavou’s tenure-track appointment.

23 38. In October, 2009, Dr. Kanavou ended formal physical therapy due to the termination of  
24 insurance benefits, but she continues physical therapy, informally, at the Pasadena Aquatic  
25 Center.

26 39. In a letter dated December 22, 2010, Chancellor Struppa granted Dr. Kanavou a 3 percent  
27 pay raise.

28 40. On March, 8, 2011, the Journal of Mediterranean Studies notified Dr. Kanavou that it had  
accepted for publication, with minor revisions, her article “Anathemas and Blessings:

1 Negotiating Group Identity and State Ownership through the Constitution in Cyprus, 1959-  
2 1974.”

3 41. In a document dated March 31, 2011, Chancellor Struppa delivered Dr. Kanavou her  
4 third-year critical review (which would have been her five-year review without the extensions  
5 referenced above). “On balance, I concur with the overall positive assessment of your  
6 performance to date. They [the Faculty Review Committee, the Dean and the Faculty Personnel  
7 Committee] agree that you are on a good track toward tenure,” Struppa wrote. “It is on this basis  
8 that I am pleased to offer you another tenure-track contract at Chapman University. Your 5th  
9 year critical review will take place during the 2012-2013 academic year.”

10 42. On April 8 and April 14, 2011, Dr. Kanavou and Chancellor Struppa executed a contract  
11 renewing Dr. Kanavou’s tenure track appointment. The contract contained a two-year  
12 reappointment provision. The contract also specifies an overall six-year term, expiring May 31,  
13 2016.

14 43. From the fall, 2012 academic semester to spring 2013, Dr. Kanavou assumed the position  
15 of Interim Director of the Peace Studies Program after the Program Director, Don Will was  
16 diagnosed with terminal cancer and placed on sabbatical. Dr. Kanavou’s additional  
17 administrative load continued during her terminal year and until her dismissal in May 2014.

18 44. On March 27, 2012, Eileen Besner, Chapman University Director of Faculty Affairs, sent  
19 Dr. Kanavou an email stating, “Can you please confirm that per your faculty agreement, you are  
20 going forward with your critical year review?” Upon receipt of Besner’s email, Dr. Kanavou  
21 immediately became concerned about the tenure review extensions granted to her – and whether  
22 the defendants would uphold their promises.

23 45. On or about March 28, 2012, Dr. Kanavou brought her concerns to her supervisor, Don  
24 Will. Dr. Kanavou heard Dr. Will say that the fifth year critical review was standard operating  
25 procedure, and it was necessary for her to go through the process as part of her employment  
26 agreement. Dr. Will assured Dr. Kanavou that the critical year review in no way negated the  
27 earlier promises to defer the ultimate determination of her tenure. Dr. Will further assured Dr.  
28 Kanavou that “he anticipated no problems with her [tenure] application” given Kanavou’s active  
research agenda and participation at academic conferences. Therefore, Dr. Will advised Dr.  
Kanavou to proceed with the tenure review process.

1 46. March 29, 2012, Dr. Kanavou responded to Eileen Besner's email, stating in the  
2 affirmative that she would go forward with the critical year review, and that she would prepare  
3 the required portfolio of publications. Dr. Kanavou took these actions based on Dr. Will's  
4 supervision and her reliance the tenure review deferments previously granted to her.

5 Additionally, during office meetings with Associate Dean Ann Gordon and Dean Patrick Fuery,  
6 Dr. Kanavou heard them say that the tenure review extensions granted to her would be respected  
7 regardless of the review procedure that Dr. Kanavou was then being directed to undertake.

8 47. During academic semester of fall, 2012, Dr. Kanavou had regular office meetings with  
9 Dr. Ann Gordon, Associate Dean of Wilkinson College. Dr. Gordon told Dr. Kanavou that in her  
10 capacity as Associate Dean, she would work towards granting Dr. Kanavou an additional one-  
11 year extension and possibly a sabbatical so that Dr. Kanavou would finish her publication  
12 projects. This proposed extension would be in addition to the prior two-year extension described  
13 above.

14 48. On or about September 1, 2012, Dr. Kanavou met with Dr. Patrick Fuery, Dean of the  
15 Wilkinson College, and discussed her progress towards tenure. Dean Fuery expressed his  
16 appreciation for Kanavou's work at the Peace Studies Program, and he expressed his sympathy  
17 for Dr. Kanavou's struggle to recover from her injuries. In light of her medical challenges, Dean  
18 Fuery said that he would work with Dr. Gordon towards granting Dr. Kanavou an additional one-  
19 year extension on her tenure review.

20 49. In a document dated October 5, 2012, the Faculty Review Committee (FRC) of the  
21 Wilkinson College of Humanities and Social Sciences issued its five-year performance review of  
22 Dr. Kanavou. The FRC unanimously recommended the continuation of Dr. Kanavou's  
23 appointment. In the review, the FRC stated: "The Committee appreciates the difficulty of  
24 developing an ambitious scholarly program while teaching a 3/3 load and while playing a  
25 significant role in the Peace Studies program. The Committee also recognizes that quality  
26 research takes time to produce, and that that accident you suffered in 2008 has taken a  
27 tremendous toll on your time and energy."

28 50. On or about October 10, 2012, Dr. Kanavou met with Dr. Gordon to express her concern  
about her combined class load, coupled with her administrative duties in the Peace Studies



1 Program, given her continued physical recovery and the need to catch up with her publishing  
2 goals.

3 51. On November 2, 2012, Dean Fuery issued a memo (placed in Dr. Kanavou's fifth-year  
4 review file) memorializing the aforementioned September 1 discussion. "I commence this letter  
5 with the recommendation that she be granted one more year on her tenure clock. Even though an  
6 extension has already been granted, this does look like a case of exceptional circumstances. I will  
7 not go into detail on the accident that has affected Dr. Kanavou's professional progress – there is  
8 considerable detail in her file, including a summation by Dr. Don Will." Based on Dean Fuery's  
9 recommendation, Dr. Kanavou's final tenure review, which would have been during the 2014-15  
10 academic year (factoring in the two-year extension), would be pushed up to 2015-2016.

11 52. In reliance on the tenure review extensions and assurances, Dr. Kanavou embarked on a  
12 multi-year research project focusing on perpetrators and survivors of the Cambodian genocide.  
13 The Faculty Research Council approved of this project, and the Chancellor's Office funded the  
14 project up to \$12,000. Dr. Kanavou traveled to Cambodia and conducted field work in remote  
15 areas of the country, interviewing genocide perpetrators and survivors. This research formed the  
16 basis for several academic articles that would be used to satisfy her publishing requirements.

17 53. In a letter dated December, 2012, Chancellor Struppa granted Dr. Kanavou a 2.5 percent  
18 pay raise. "President Doti and I are very appreciative of the contribution that you are making to  
19 the academic program of the university. Your dedication to high standards and commitment to  
20 the mission of Chapman University are helping carry us to ever greater levels of excellence,"  
21 Struppa wrote.

22 54. On January 31, 2013, the Faculty Personnel Council (FPC) recommended the dismissal  
23 of Dr. Kanavou on the basis of insufficient scholarship. The FPC document explicitly references  
24 Dean Fuery's November 2, 2012, letter; and the FPC acknowledged Dean Fuery's  
25 "recommendation that the tenure clock be extended for an additional year, in spite of the fact that  
26 it was already extended due to her truly horrific accident in January 2007. Though the sentiment  
27 is understandable, in light of her significant deficit of scholarship, she is unlikely to meet a  
28 minimal standard for scholarship in three (as opposed to two) years."

55. The FPC document was signed by FPC Chair Andrew Moshier, as well as FPC members  
Claudine Jaenichen, Bill Kroyer, Hesham El-Askary, Michael Nehring, and Connie Shears.

1 Chapman University standard operating procedure requires that FPC members review a  
2 candidate's files before signing. However, the form in Dr. Kanavou's file shows that neither the  
3 FPC Chair nor members, Claudine Jaenichen and Bill Kroyer had actually reviewed Dr.  
4 Kanavou's file.

5 56. On or about March 10, 2013, Dr. Kanavou met with Chancellor Struppa to discuss her  
6 concerns regarding FPC's recommendation for dismissal, despite her injuries, surgeries and  
7 lengthy rehabilitation; and despite the tenure extension promises noted above.

8 57. In a letter dated March 28, 2013, Chancellor Struppa issued a letter informing Dr.  
9 Kanavou of her "non-reappointment" (termination) as a tenure-track assistant professor (with her  
10 termination of employment following her "terminal year" ending on May 30, 2014.) In the letter,  
11 Chancellor Struppa expressly disregards the disability-based extensions he had previously  
12 granted Dr. Kanavou. "Please know that in considering your record I am excluding the two years  
13 of extension you have previously requested and been granted. Considering your file without  
14 regard to the additional time you have been granted for your probationary period, your  
15 scholarship is still far below what would be expected of the fifth year," Struppa wrote.

16 58. In a letter to Chancellor Struppa, dated April 4, 2013, Dr. Kanavou protested what she  
17 regarded as prejudicial statements made by the Chancellor during their March 10 meeting: "I am  
18 especially dismayed at your comments during our March 21 meeting, in which you expressed  
19 your disdain for 'victimhood' in America – the idea that the country has become a 'nation of  
20 victims.' I take these statements personally, as someone who has suffered a disability.  
21 'Victimhood' looks very different when you are on the other side, even if temporarily."

22 59. On April 4, 2013, Dr. Kanavou submitted a letter to James L. Doti, President of Chapman  
23 University, requesting the initiation of a grievance procedure according to the provisions of the  
24 Chapman Faculty Manual.

25 60. In a letter dated April 8, 2013, James Doti acknowledged receipt of Dr. Kanavou's  
26 grievance, and informed her that he forwarded the complaint to Anuradha Prakash, President of  
27 the Faculty Senate. The Faculty Senate subsequently summarily dismissed the grievance.

28 61. On April 17, Dr. Kanavou met with Anuradha Prakash to discuss her grievance (prior to  
it its dismissal).

1 62. In a letter to Prakash dated April 19, 2013, Dr. Kanavou expressed her concern about  
2 statements Prakash made during the April 17 meeting. Dr. Kanavou wrote: “You told me that  
3 you were ‘pessimistic’ regarding my claim, and you discouraged my exercise of my rights, as I  
4 am entitled in the faculty manual and by the laws I have cited in my grievance. I regard your  
5 statements as prejudicial and indicative of bias. I therefore request that you recuse yourself from  
6 all further involvement with my case.”

7 63. In a document dated May 8, 2013, the Faculty Research Development Council informed  
8 Dr. Kanavou that it had awarded her a \$3,500 Scholarly/Creative Activity grant for her project,  
9 “The Cambodian Genocide Across Generations: Community Building Among Young Adult  
10 Children of Former Khmer Cadres, Survivors in Post-Genocide Cambodia.”

11 64. On October 28, 2013, Dr. Kanavou submitted for publication her article “The Children of  
12 the Cambodian Genocide,” for inclusion in the volume, *Breaking Cycles of Repetition: A Global  
13 Dialogue on Historical Trauma and Memory*, edited by Dr. Pumla Gobodo-Madikizela of South  
14 Africa. The book was published Jan. 25, 2016.

15 65. In November, 2013, the Journal of Peace and Justice published Dr. Kanavou’s article,  
16 “The Peace Studies/Disability Nexus.”

17 66. On April, 25, 2014, Dr. Kanavou underwent surgery on her left knee surgery to repair the  
18 meniscus, MCL and ACL.

19 67. On May, 15, 2014, Dr. Kanavou began physical therapy to rehabilitate her left knee.

20 68. On May, 31, 2014, Dr. Kanavou completed her “terminal year” at Chapman University,  
21 and her employment ended.

22 69. On or about August 10, 2014, the Journal of Asian Studies notified Dr. Kanavou that her  
23 article, “The Lingering Effects of Thought Reform: The Khmer Rouge S-21 Prison Personnel,”  
24 was being considered for publication. This article was accepted and will be included in a  
25 forthcoming volume.

26 70. On April 14, 2015, Dr. Kanavou began teaching as an adjunct professor at the University  
27 of California, Irvine.

28 71. On November 25, 2015, the Journal of Political Ideologies published Dr. Kanavou’s  
article, “Converts, Not Ideologues: The Khmer Rouge Practice of Thought Reform in Cambodia,  
1975-1978.”

1 72. On December 9, 2015, the EEOC informed Dr. Kanavou that it had dismissed her  
2 complaint against Chapman University.

3 73. On December 10, 2015, Dr. Kanavou submitted her article, “The Ambiguity of Peace in  
4 Cyprus: (1959 to today),” to the journal, Southeast Europe.

5 74. On December 12, 2015, Dr. Kanavou submitted her article, “The Social Adaptation of  
6 Khmer Rouge Perpetrators in the Aftermath of the Cambodian Genocide: An Exploratory  
7 Analysis,” to the Journal of International Human Rights.

8 **FIRST CAUSE OF ACTION:**

9 **DISABILITY DISCRIMINATION IN VIOLATION OF THE FEHA**

10 **As against all Defendants**

11 75. Plaintiff incorporates the allegations of the preceding paragraphs as though fully set forth  
12 herein.

13 76. The Fair Employment and Housing Act (FEHA) makes it unlawful for an employer to  
14 discharge the person from employment because of his or her physical disability or medical  
15 condition. Cal. Gov. Code § 12940(a). The FEHA defines physical disability as including an  
16 anatomical loss that affects the musculoskeletal system and limits a major life activity. Cal. Gov.  
17 Code. § 12926(m).

18 77. As a result of her January 13, 2007 accident, Dr. Kanavou suffered a physical disability  
19 within the meaning of the FEHA in that Dr. Kanavou suffered from catastrophic injuries that  
20 limited her mobility, her life free from constant physical pain, and numerous other life activities  
– both major and mundane.

21 78. Dr. Kanavou’s physical disability was known to Defendants and Defendants’ agents –  
22 who repeatedly acknowledged Dr. Kanavou’s physical condition in their interactions with her  
23 and in the numerous written documents quoted above.

24 79. Plaintiff is informed and believes that her disability, medical condition, real and  
25 perceived, and/or some combination of these protected characteristics under Government Code  
26 §12926(j) were motivating reasons and/or factors in the decisions to subject Plaintiff to the  
27 foregoing adverse employment actions.

1 80. As a direct and proximate result of Defendants' conduct, Plaintiff has suffered special  
2 damages in the form of lost earnings, benefits and/or out-of-pocket expenses in an amount  
3 according to proof at the time of trial. As a further direct and proximate result of Defendants'  
4 conduct, Plaintiff will suffer additional special damages in the form of lost future earnings,  
5 benefits and/or other prospective damages in an amount according to proof at the time of trial.

6 81. As a further direct and proximate result of Defendants' conduct, Plaintiff has suffered  
7 mental and emotional pain, distress and discomfort, all to her detriment and damage in amounts  
8 not fully ascertained but within the jurisdiction of this court and subject to proof at the time of  
9 trial.

10 82. By engaging in the conduct alleged herein, Defendants acted oppressively, maliciously,  
11 fraudulently, and/or outrageously toward Plaintiff, with conscious disregard for her known rights  
12 and with the intention of causing, and/or willfully disregarding the probability of causing, unjust  
13 and cruel hardship to Plaintiff. In so acting, Defendants intended to and did vex, injure and  
14 annoy Plaintiff. Therefore, an assessment of punitive damages should be made against  
15 Defendants in an amount sufficient to punish them and to prevent them from willfully engaging  
16 in future discriminatory and/or retaliatory conduct.

17 83. The conduct of Defendants individually, or by and through their officers, directors and/or  
18 managing agents, was intended by the Defendants to cause injury to the Plaintiff, was despicable  
19 conduct carried on by the Defendants with a willful and conscious disregard of the rights of  
20 Plaintiff, and subjected Plaintiff to cruel and unjust hardship in conscious disregard of Plaintiff's  
21 rights such as to constitute malice, oppression, or fraud under Civil Code §3294, thereby  
22 entitling Plaintiff to punitive damages in an amount appropriate to punish or make an example of  
23 Defendants.

24 84. Additionally, Plaintiff is entitled to costs and reasonable attorneys' fees pursuant to  
25 California Government Code section 12965(b).  
26  
27  
28

**SECOND CAUSE OF ACTION:**  
**FAILURE TO PROVIDE REASONABLE ACCOMMODATION**  
**IN VIOLATION OF THE FEHA**  
**As Against All Defendants**

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3  
4  
5 85. Plaintiff incorporates the allegations of the preceding paragraphs as though fully set forth  
6 herein.

7 86. California Government Code § 12940(m) makes it unlawful for an employer to fail to  
8 make reasonable accommodations for the disabilities of an employee. Thus, the FEHA places an  
9 affirmative duty on employers to make reasonable accommodation for the known physical  
10 disability of an employee.

11 87. Defendants failed to make reasonable accommodation to Plaintiff by wrongly  
12 withdrawing her prior accommodation and terminating her employment.

13 88. At all times herein, Plaintiff was willing and able to perform the duties and functions of  
14 the position in which Plaintiff was employed, or could have performed the duties and functions  
15 of that position with reasonable accommodations.

16 89. Accommodation of Plaintiff's disability or disability as it was perceived by Defendants  
17 would not have imposed an undue hardship on Defendants.

18 90. As a direct and proximate result of Defendants' conduct, Plaintiff has suffered special  
19 damages in the form of lost earnings, benefits and/or out-of-pocket expenses in an amount  
20 according to proof at the time of trial. As a further direct and proximate result of Defendants'  
21 conduct, Plaintiff will suffer additional special damages in the form of lost future earnings,  
22 benefits and/or other prospective damages in an amount according to proof at the time of trial.

23 91. As a further direct and proximate result of Defendants' conduct, Plaintiff has suffered  
24 mental and emotional pain, distress and discomfort, all to her detriment and damage in amounts  
25 not fully ascertained but within the jurisdiction of this court and subject to proof at the time of  
26 trial.

27 92. By engaging in the conduct alleged herein, Defendants acted oppressively, maliciously,  
28 fraudulently, and/or outrageously toward Plaintiff, with conscious disregard for her known rights  
and with the intention of causing, and/or willfully disregarding the probability of causing, unjust  
and cruel hardship to Plaintiff. In so acting, Defendants intended to and did vex, injure and

1 annoy Plaintiff. Therefore, an assessment of punitive damages should be made against  
2 Defendants in an amount sufficient to punish them and to prevent them from willfully engaging  
3 in future discriminatory and/or retaliatory conduct.

4 93. The alleged conduct of Defendants individually, or by and through their officers,  
5 directors and/or managing agents, was intended by the Defendants to cause injury to the Plaintiff,  
6 was despicable conduct carried on by the Defendants with a willful and conscious disregard of  
7 the rights of Plaintiff, and subjected Plaintiff to cruel and unjust hardship in conscious disregard  
8 of Plaintiff's rights such as to constitute malice, oppression, or fraud under Civil Code §3294,  
9 thereby entitling Plaintiff to punitive damages in an amount appropriate to punish or make an  
10 example of Defendants.

11 94. Additionally, Plaintiff is entitled to costs and reasonable attorneys' fees pursuant to  
12 California Government Code section 12965(b).

13 **THIRD CAUSE OF ACTION:**

14 **FAILURE TO ENGAGE IN THE INTERACTIVE PROCESS IN VIOLATION**  
15 **OF THE FEHA**

16 **As Against All Defendants**

17 95. Plaintiff incorporates the allegations of the preceding paragraphs as though fully set forth  
18 herein.

19 96. California Government Code § 12940(n) makes it unlawful for an employer "to fail to  
20 engage in a timely, good faith, interactive process with the employee to determine effective  
21 reasonable accommodations." Thus, the FEHA imposes an affirmative duty on Employers to  
22 engage in a timely, good faith, interactive process with the employee to determine effective  
23 reasonable accommodations, if any, in response to a request for reasonable accommodation by  
24 an employee with a known physical disability or known medical condition and/or becoming  
25 aware of the employee's need for accommodation.

26 97. Defendants failed to engage in the interactive process with Plaintiff as they refused and  
27 failed to discuss ways in which she could have met their publication requirement prior to  
28 terminating her.

1 98. As a direct and proximate result of Defendants' conduct, Plaintiff has suffered special  
2 damages in the form of lost earnings, benefits and/or out-of-pocket expenses in an amount  
3 according to proof at the time of trial. As a further direct and proximate result of Defendants'  
4 conduct, Plaintiff will suffer additional special damages in the form of lost future earnings,  
5 benefits and/or other prospective damages in an amount according to proof at the time of trial.

6 99. As a further direct and proximate result of Defendants' conduct, Plaintiff has suffered  
7 mental and emotional pain, distress and discomfort, all to her detriment and damage in amounts  
8 not fully ascertained but within the jurisdiction of this court and subject to proof at the time of  
9 trial.

10 100. By engaging in the conduct alleged herein, Defendants acted oppressively, maliciously,  
11 fraudulently, and/or outrageously toward Plaintiff, with conscious disregard for her known rights  
12 and with the intention of causing, and/or willfully disregarding the probability of causing, unjust  
13 and cruel hardship to Plaintiff. In so acting, Defendants intended to and did vex, injure and  
14 annoy Plaintiff. Therefore, an assessment of punitive damages should be made against  
15 Defendants in an amount sufficient to punish them and to prevent them from willfully engaging  
16 in future discriminatory conduct.

17 101. The foregoing conduct of Defendants individually, or by and through their officers,  
18 directors and/or managing agents, was intended by the Defendants to cause injury to the Plaintiff,  
19 was despicable conduct carried on by the Defendants with a willful and conscious disregard of  
20 the rights of Plaintiff, and subjected Plaintiff to cruel and unjust hardship in conscious disregard  
21 of Plaintiff's rights such as to constitute malice, oppression, or fraud under Civil Code §3294,  
22 thereby entitling Plaintiff to punitive damages in an amount appropriate to punish or make an  
23 example of Defendants.

24 102. Additionally, Plaintiff is entitled to costs and reasonable attorneys' fees pursuant to  
25 California Government Code section 12965(b).  
26  
27  
28



1 **FOURTH CAUSE OF ACTION:**

2 **FAILURE TO PREVENT DISCRIMINATION IN VIOLATION OF THE FEHA**

3 **As Against all Defendants**

4 103. Plaintiff incorporates the allegations of the preceding paragraphs as though fully set forth  
5 herein.

6 104. California Government Code Section 12940(k) makes it unlawful for an employer “to fail  
7 to take all reasonable steps necessary to prevent discrimination and harassment from occurring.”

8 105. Defendants failed to take all reasonable steps to prevent the discrimination identified  
9 above.

10 106. As a direct and proximate result of Defendants’ conduct, Plaintiff has suffered special  
11 damages in the form of lost earnings, benefits and/or out-of-pocket expenses in an amount  
12 according to proof at the time of trial. As a further direct and proximate result of Defendants’  
13 conduct, Plaintiff will suffer additional special damages in the form of lost future earnings,  
14 benefits and/or other prospective damages in an amount according to proof at the time of trial.

15 107. As a further direct and proximate result of Defendants’ conduct, Plaintiff has suffered  
16 mental and emotional pain, distress and discomfort, all to her detriment and damage in amounts  
17 not fully ascertained but within the jurisdiction of this court and subject to proof at the time of  
18 trial.

19 108. By engaging in the conduct alleged herein, Defendants acted oppressively, maliciously,  
20 fraudulently, and/or outrageously toward Plaintiff, with conscious disregard for her known rights  
21 and with the intention of causing, and/or willfully disregarding the probability of causing, unjust  
22 and cruel hardship to Plaintiff. In so acting, Defendants intended to and did vex, injure and  
23 annoy Plaintiff. Therefore, an assessment of punitive damages should be made against  
24 Defendants in an amount sufficient to punish them and to prevent them from willfully engaging  
25 in future discriminatory conduct.

26 109. The foregoing conduct of Defendants individually, or by and through their officers,  
27 directors and/or managing agents, was intended by the Defendants to cause injury to the Plaintiff,  
28 was despicable conduct carried on by the Defendants with a willful and conscious disregard of  
the rights of Plaintiff, and subjected Plaintiff to cruel and unjust hardship in conscious disregard  
of Plaintiff’s rights such as to constitute malice, oppression, or fraud under Civil Code §3294,

1 thereby entitling Plaintiff to punitive damages in an amount appropriate to punish or make an  
2 example of Defendants.

3 110. Additionally Plaintiff is entitled to costs and reasonable attorneys' fees pursuant to  
4 California Government Code section 12965(b).

5  
6 **FIFTH CAUSE OF ACTION:**

7 **WRONGFUL TERMINATION IN VIOLATION OF PUBLIC POLICY**

8 **As Against all Defendants**

9 111. Plaintiff incorporates the allegations of the preceding paragraphs as though fully set forth  
10 herein.

11 112. The Fair Housing & Employment Act section 12920 declares that the state's public  
12 policy is "to protect and safeguard the right and opportunity of all persons to seek, obtain, and  
13 hold employment without discrimination or abridgment on account of ... physical disability ...  
14 medical condition, [etc.]" Thus, the FHEA enshrines fundamental public policies (1) prohibiting  
15 discrimination on the basis of actual and/or perceived disabilities; (2) requiring employers to  
16 provide reasonable accommodations; (3) engaging in a timely and good faith interactive process;  
17 and (4) requiring employers to take all reasonable steps necessary to prevent discrimination from  
18 occurring in the workplace. These fundamental public policies are codified under, inter alia, Cal.  
19 Gov't Code §§ 12920, 12926, 12926.1, 12940 and under numerous regulations.

20 113. Additionally, Cal. Gov. Code § 12920.5 sets forth the legislative intent of the FHEA: "In  
21 order to eliminate discrimination, it is necessary to provide effective remedies that will both  
22 prevent and deter unlawful employment practices and redress the adverse effects of those  
23 practices on aggrieved persons."

24 114. These policies are fundamental and substantial; and they were well-established at the  
25 time of Plaintiff's termination.

26 115. Defendants' termination of Plaintiff's employment violates fundamental public policy of  
27 the State of California, as set forth above. Defendants violated established public policy by  
28 terminating Plaintiff's employment because of her disability, failing to accommodate Plaintiff,  
failing in the interactive process, and failing to prevent discrimination.

1 116. Plaintiff believes and thereon alleges that Plaintiff's disability, medical condition – real  
2 or perceived, requesting reasonable accommodation, and/or some combination thereof, were  
3 factors in Defendants' conduct in terminating her employment.

4 117. As a further direct and proximate result of Defendants' conduct, Plaintiff has suffered  
5 mental and emotional pain, distress and discomfort, all to her detriment and damage in amounts  
6 not fully ascertained but within the jurisdiction of this court and subject to proof at the time of  
7 trial.

8 118. By engaging in the conduct alleged herein, Defendants acted oppressively, maliciously,  
9 fraudulently, and/or outrageously toward Plaintiff, with conscious disregard for her known rights  
10 and with the intention of causing, and/or willfully disregarding the probability of causing, unjust  
11 and cruel hardship to Plaintiff. In so acting, Defendants intended to and did vex, injure and  
12 annoy Plaintiff. Therefore, an assessment of punitive damages should be made against  
13 Defendants in an amount sufficient to punish them and to prevent them from willfully engaging  
14 in future discriminatory and/or retaliatory conduct.

15 119. The foregoing conduct of Defendants individually, or by and through their officers,  
16 directors and/or managing agents, was intended by the Defendants to cause injury to the Plaintiff,  
17 was despicable conduct carried on by the Defendants with a willful and conscious disregard of  
18 the rights of Plaintiff, and subjected Plaintiff to cruel and unjust hardship in conscious disregard  
19 of Plaintiff's rights such as to constitute malice, oppression, or fraud under Civil Code §3294,  
20 thereby entitling Plaintiff to punitive damages in an amount appropriate to punish or make an  
21 example of Defendants.

22 **SIXTH CAUSE OF ACTION:**

23 **BREACH OF COVENANT OF GOOD FAITH & FAIR DEALING**

24 **As Against all Defendants**

25 120. Plaintiff incorporates the allegations of the preceding paragraphs as though fully set forth  
26 herein.

27 121. Both parties to an employment relationship have a duty not to do anything that prevents  
28 the other party from receiving the benefits of their agreement.

1 122. Defendants' termination of Plaintiff prevented Plaintiff from receiving the benefits that  
2 Plaintiff was entitled to have received under the contract.

3 123. As alleged above, Roberta Lessor, Dean of the Wilkinson College, recommended two,  
4 one-year deferments of Dr. Kanavou's tenure review period. Dean Lessor recommended these  
5 extensions to accommodate for Dr. Kanavou's extensive injuries and long recovery.

6 124. Also as alleged above, Chancellor Struppa ratified both of Dean Lessor's  
7 recommendations. Consequently, Dr. Kanavou's original seven-year probationary period  
8 specified in the initial 2006 contract would be pushed forward from the 2012-13 academic year  
9 to the 2014-2015 academic year.

10 125. Nevertheless, Chancellor Struppa went ahead and terminated Dr. Kanavou's employment  
11 during the 2012-13 academic year, as if the contract term extensions hadn't happened.

12 126. Defendants' conduct as described herein was a failure to act fairly and in good faith.

13 127. Plaintiff was harmed by Defendants' conduct.

14 128. As a direct and proximate result of Defendants' conduct, Plaintiff has suffered special  
15 damages in the form of lost earnings, benefits and/or out-of-pocket expenses; additional special  
16 damages in the form of lost future earnings, benefits and/or other prospective damages, all to her  
17 detriment and damage in amounts not fully ascertained but within the jurisdiction of this court  
18 and subject to proof at the time of trial.

19 **SEVENTH CAUSE OF ACTION:**  
20 **BREACH OF EMPLOYMENT CONTRACT**  
21 **As Against all Defendants**

22 129. Plaintiff incorporates the allegations of the preceding paragraphs as though fully set forth  
23 herein.

24 130. Plaintiff and Defendants entered into an employment contract that specified a length of  
25 time that Plaintiff would remain employed.

26 131. Plaintiff substantially performed her job duties despite that her performance was excused  
27 and prevented.

28 132. Defendant breached the employment contract by discharging Plaintiff before the end of  
the term of the contract; and

1 133. Plaintiff was harmed by the discharge.

2 134. As a direct and proximate result of Defendants' conduct, Plaintiff has suffered special  
3 damages in the form of lost earnings, benefits and/or out-of-pocket expenses; additional special  
4 damages in the form of lost future earnings, benefits and/or other prospective damages, all to her  
5 detriment and damage in amounts not fully ascertained but within the jurisdiction of this court  
6 and subject to proof at the time of trial.

7  
8 **PRAYER FOR RELIEF**

9 WHEREFORE, Plaintiff prays for judgment on all causes of action against all  
10 Defendants, in an amount according to proof but estimated to be no less than \$5,000,000 as  
11 follows:

- 12 1. For a money judgment representing compensatory damages including lost wages,  
13 earnings, commissions, retirement benefits, and other employee benefits, and all other  
14 sums of money, together with interest on these amounts; for other special damages; and  
15 for general damages for mental pain and anguish and emotional distress and loss of  
16 earning capacity;
- 17 2. For special damages, including but not limited to, lost earnings, benefits and/or out-of-  
18 pocket expenses in an amount according to proof at the time of trial, all in an amount set  
19 forth above and/or according to proof at the time of trial;
- 20 3. For further special damages, including but not limited to, lost future earnings, benefits  
21 and other prospective damages in an amount set forth above and/or according to proof at  
22 the time of trial;
- 23 4. For general damages in an amount set forth above and/or according to proof at the time of  
24 trial;
- 25 5. For punitive damages, pursuant to Cal. Civ. Code §3294, in amounts sufficient to punish  
26 Defendants for the wrongful conduct alleged herein and to deter such conduct in the  
27 future;
- 28 6. For prejudgment interest on each of the foregoing at the legal rate from the date the  
obligation became due through the date of judgment in this matter;
7. For post-judgment interest;

- 1 8. For costs of suit For costs of suit, including attorneys' fees, and expert witness fees  
2 pursuant to the FEHA and/or any other basis;  
3 9. For reasonable attorneys' fees; and  
4 10. For any other relief that is just and proper.

5  
6 **DEMAND FOR JURY TRIAL**

7 Plaintiff hereby demands a trial by jury on all legal issues.

8 DATED: March 15, 2016

9  
10 By: Bruce Thomas Murray, Esq.

11 Attorney for Plaintiff

12 ANGELIKI A. KANAVOU  
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