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By Angelina Nguyen-Do,Deputy Clerk

Bruce Thomas Murray (SBN 306504)
451 E. California Blvd.
Pasadena, CA 91106
murray@sagelaw.us
(626) 304-0828; (619) 501-8556

Attorney for Plaintiff,
ANGELIKI A. KANAVOU

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF ORANGE, CENTRAL JUSTICE CENTER

ANGELIKI A. KANAVOU, an individual

Plaintiff,

vs.

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

Defendants.

CASE NO. 30-2016-00840960-CU-CO-CJC

PLAINTIFF ANGELIKI A. KANAVOU'S TRIAL BRIEF, KANAVOU V. CHAPMAN

Judge:	Hon. Gregory H. Lewis
Dept.:	C26
Action Filed:	March 15, 2016
Trial Date:	July 10, 2017

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I. INTRODUCTION

This case is about one woman's struggle to recover from the devastating effects – on both her health and her career – of being struck and severely injured by a car (as a pedestrian). The physical injuries caused by this incident were the subject of prior litigation. The present case concerns the impact this incident had on Angeliki Kanavou's career, and the Plaintiff's struggle to obtain reasonable accommodation from her former employer, the Defendant, Chapman University.

The accommodation that Dr. Kanavou sought was simply time – the time necessary for her to catch up with her scholarly research projects in order to fulfill the requirements of a tenure-track assistant professor (i.e., "publish or perish"). Dr. Kanavou's research schedule was delayed significantly not only due to her initial hospitalization, during which time she underwent four surgeries, but also five subsequent related orthopedic surgeries over the course of more than seven years. Each surgery required a recovery period and physical therapy. Additionally, during this time, the Plaintiff underwent two, unrelated gynecological surgeries.

Chapman University initially accommodated Dr. Kanavou, granting her two, one-year deferrals to her performance review schedule. But this was not sufficient to enable Dr. Kanavou to make up for lost time due to the extent of her injuries and recovery. Dr. Kanavou's research was further complicated because her work involved field research in remote areas of Cambodia, where she conducted surveys on perpetrators and victims of the Cambodian genocide of 1975-79. This travel would be difficult even for a person at full strength, much less someone recovering from orthopedic injuries. Chapman University bought into this project and funded it, making Chapman's decision to terminate Dr. Kanavou's employment even more puzzling.

Dr. Kanavou's supervisor, the late professor Don Will, and also her Dean, Patrick Fuery, recommended that Dr. Kanavou be granted additional time to complete her research projects.[1] Additionally, various members of Dr. Kanavou's faculty review committees expressed support for allowing Dr. Kanavou to continue. However, the Chapman University Chancellor, Daniele Struppa, decided not to grant Dr. Kanavou additional time, despite her pleas for more time – and the requests made on her behalf. Chancellor Struppa also made the decision to dismiss Dr. Kanavou despite the fact that the term of her contract allowed for an additional three years.

Now, the Defendants erroneously claim that Dr. Kanavou never made a request for accommodation, and that Will's and Fuery's recommendations for more time somehow weren't requests for accommodation. Defendants also assert that a key term in the university's contract with Dr. Kanavou was a "mistake." The university further claims that allowing Dr. Kanavou to serve out the term of her contract would have been "futile" with respect to her publication goals. However, none of these positions is supported by the law or the facts.

Since leaving Chapman University in May, 2014, Dr. Kanavou has published four major academic articles relating to her research in Cambodia and also Cyprus. Another article on Cambodia is pending publication in 2017. Also following her departure from Chapman, Dr. Kanavou went back to graduate school at California State University, Fullerton, where she graduated in May of this year with a Master's Degree in Clinical Psychology. This brings her total number of graduate and undergraduate degrees to four. Additionally, since April, 2015, Dr. Kanavou has taught classes as an adjunct professor at the University of California, Irvine. Dr. Kanavou's substantial accomplishments dispel Defendants' assertion that she was not a "qualified individual with a disability" – i.e., an employee who can perform the duties of his or her position

[1] Supporting documents will be cited in the following sections.

with or without reasonable accommodation. *Diaz v. Fed. Express Corp.,* 373 F. Supp. 2d 1034, 1059-60 (2005).

If Chapman University had provided Dr. Kanavou with just a little more time, patience and understanding, there is no telling what other good things she could have done for Chapman; and the university could have claimed boasting rights to her recent accomplishments. As Louise Thomas, one of Dr. Kanavou's faculty reviewers, declared, "She shows herself to be a real citizen of the university. One we should be proud to serve with!" Exh. 1.

But instead of boosting Dr. Kanavou, Chapman closed the door on her; and now the parties are mired in costly litigation.

II. FACTUAL BACKGROUND

A. Impact

On January 13, 2007, in an instant, Angeliki Kanavou's life changed forever. Indeed, her life nearly ended. While she was loading shopping items into the trunk of her car – which was parallel parked on Union Street near the intersection with Pasadena Ave. in Pasadena, Calif. – a rapidly moving vehicle struck her from behind, breaking both of her legs and her right arm. Her left leg was broken just above the knee; her right leg was broken at the femur, fibula and tibia; and her right arm was broken right below the wrist. The impact also caused Dr. Kanavou's head to slam against the lid of her trunk, resulting in a gash in the head and concussion. Pl.'s Decl. in Opp. to Summ. J., ¶¶ 3-8.

The accident was physically catastrophic,[2] and it put an immediate halt to both Dr. Kanavou's research and teaching. She went on disability leave for the spring 2007 academic semester. From Jan. 13, 2007 to April, 25, 2014, Dr. Kanavou underwent nine surgeries to repair the

[2] In her responses to Defendants' Form Interrogatories – General, Set 2, the Plaintiff reported eight surgeries. This number has been updated to nine, based on Dr. Gregory Adamson's April 25 deposition.

injuries caused by the accident. (See list of surgeries in Appendix 2, below.) Each of the surgeries required extensive physical therapy and recovery time. In addition to the orthopedic surgeries, and unrelated to the Jan. 13, 2007 accident, on January 27, 2009, Dr. Kanavou underwent a hysteroscopy and removal of fibroid tumors; and on March 14, 2009, Dr. Kanavou underwent a polypectomy. Pl.'s Decl. ¶¶ 7-10.

About five months prior to the Jan. 13, 2007 accident, Dr. Kanavou had entered into a contract with Chapman University as a tenure track professor. The contract called for an initial two-year term and an overall seven-year probationary period. Tenure track candidates typically get two "critical year reviews" in advance of a final tenure review at the end of the probationary period. Customarily, tenure track professors are assigned to teach three classes per semester. However, following her leave of absence, when Dr. Kanavou returned to work for the fall, 2007 semester, she was assigned to teach four classes, as well as five directed studies students. The added work load, coupled with her ongoing surgeries and subsequent physical rehabilitation, substantially slowed Dr. Kanavou's research process. For this reason, Dr. Kanavou requested, and was granted, two one-year deferrals to her "critical-year" performance reviews.[3] Based on the modified timeline, Dr. Kanavou's fifth-year "critical review" was scheduled for the 2012-2013 academic year, rather than 2010-11. She would then be eligible for tenure consideration during the 2014-2015 academic year, according to Dr. Kanavou's 2011 contract with Chapman University. Def.'s Exh. 16 in Supp. of Mot. for Summ. J. The contract also specified an overall six-year term, expiring May 31, 2016,

[3] Following the chain of command, Dr. Kanavou brought up the matter with her Dean, then Roberta Lessor – who in turn presented a request to the Chancellor on Dr. Kanavou's behalf. See Def.'s Exhs. 7-11 in Supp. of Mot. for Summ. J. When Patrick Fuery assumed the role of Dean, Dr. Kanavou discussed the issue with him in person, rather than in writing, as she had before. Thus, an email chain (and trial exhibits) did not result; only Patrick Fuery's written request. Def.'s Exh. 22. Defendants now attempt to use Dr. Kanavou's subsequent form of request (and lack of an email chain) to say that Dr. Kanavou somehow did not make a request for accommodation; and that somehow Dean Fuery's request on Dr. Kanavou's behalf doesn't count. The fallacy of this argument will be analyzed further below.

subject to a "termination with cause" clause, and also subject to reappointment during the second year of the contract.

Unfortunately, the two-year deferral granted by the university was not sufficient to enable Dr. Kanavou to fully recover and catch-up with her research schedule. Dr. Kanavou's projects were further complicated since her research involved travel to remote areas of Cambodia. Embarking on such a venture required full physical fitness. Despite her physical challenges, Dr. Kanavou traveled to Cambodia twice; she kept up with her busy teaching schedule back home; she supervised students in directed studies; she served on the Faculty Senate; she served on hiring committees; and she performed other forms of service to the university, earning herself an "exemplary" rating in this regard. Def.'s Exh. 25[4]; Pl.'s Decl. ¶ 33. In praise of Dr. Kanavou's efforts, her reviewing committee noted in her Oct. 11, 2010 performance review: "the Wilkinson College Faculty Review Committee commends you on your dedication to teaching and advising … [and] the committee commends you on the excellent level of your service to your department and to the university." Pl.'s Dep., Exh. 17.

Further, from the fall, 2012 academic semester to spring 2013, Dr. Kanavou assumed the role of interim director of the Peace Studies Program after the Program Director, Don Will was diagnosed with terminal cancer and placed on sabbatical. (See Struppa Dep. 83:3-25; Cox Han Dep. 19:9.) The combined effects of all of the surgeries, rehabilitations, increased course load and administrative duties all conspired to slow Dr. Kanavou's research activities and delay her publications. Pl.'s Decl. ¶ 31.

[4] Unless otherwise noted, all defense exhibits referenced in this memo are numbered according to Defendants' Motion for Summary Judgment.

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B. Working through diplomatic channels

As her fifth-year performance review approached, Dr. Kanavou became worried. She needed more time to catch up with her research, but she was concerned about formally requesting another extension, as before, for fear of rejection. Pl.'s Decl. ¶ 13. So she consulted with her various supervisors and superiors about what to do. She spoke with her immediate supervisor, Don Will (now deceased); Patrick Fuery, Dean of the Wilkinson College; and Dr. Ann Gordon, Associate Dean of Wilkinson College. Pl.'s Decl. ¶ 14. They all expressed support of Dr. Kanavou's situation and pledged their support or assistance. *Id.* Making good on their promises, both Don Will and Patrick Fuery wrote letters on Dr. Kanavou's behalf, requesting more time. In his Oct. 1, 2012 letter to the Faculty Personnel Council, Don Will wrote:

> "Before moving to the standard categories of evaluation, I would like to comment on two particular areas: Dr. Kanavou's academic preparation for the position she holds and the challenges she has confronted as a victim of a near lethal automobile accident and the ensuing medical issues that have delayed her progress. … While Dr. Kanavou received some adjustment to compensate for her time in recuperation, in my opinion it did not fully cover her lost progress. … I strongly encourage you to support Dr. Angeliki Kanavou in her development toward achieving tenure and promotion to Associate Professor two years hence." Def.'s Exh. 20.

In his Nov. 2, 2012 letter, Dean Fuery wrote:

> "I commence this letter with the recommendation that she be granted one more year on her tenure clock. Even though an extension has already been granted, this does look like a case of exceptional circumstances. (I will not go into detail on the accident that has affected Dr. Kanavou's professional progress – there is considerable detail in her file, including a summation by Dr. Don Will.) Def.'s Exh. 22.

During the first stage of her critical year review, the Faculty Review Committee made note of Dr. Kanavou's physical challenges, and unanimously recommended her continuation as a tenure

track professor. “The Committee also recognizes that quality research takes time to produce and that the accident you suffered in 2008 has taken a tremendous toll on your time and energy.” Def.’s Exh. 23.

C. The cessation of accommodation

Despite the appeals of Dr. Kanavou’s allies on her behalf, during the next stage of her critical year review, the Faculty Personnel Council (FPC) recommended Dr. Kanavou’s “non-reappointment” as a tenure track professor. Def.’s Exh. 25. The Faculty Personnel Council made this unanimous decision, suspiciously, after three members of the council had expressed support for Dr. Kanavou’s case. “We recommend that she is on track for tenure and should be renewed for 3 years (this would include the extra year on the tenure clock),” FPC member Louise Thomas wrote. Exh. 1. Nonetheless, the final FPC recommendation somehow came out unanimous. Def.’s Exh. 25. In its Jan. 21, 2013 letter recommending Dr. Kanavou’s non-reappointment, the FPC dismisses Dean Fuery’s attempt to intervene on Dr. Kanavou’s behalf by saying, “The Dean of Wilkinson begins his letter of evaluation with a recommendation that the tenure clock be extended for an additional year, in spite of the fact that it was already extended due to her truly horrific accident in January 2007. Though the sentiment is understandable, in light of her significant deficit in scholarship … seven out of seven members of the FPC do not recommend she continue on a tenure-track appointment at Chapman.” Def.’s Exh. 25.

Chancellor Struppa similarly ruled out any more extensions or accommodations. As he wrote in his March 28, 2013 “non-reappointment”/ termination letter, “Please know that in considering your record I am excluding the two years of extension you have previously requested and been granted. Considering your file without regard to the additional time you have been granted for your

probationary period, your scholarship is still far below what would be expected of the fifth year." Def.'s Exh. 26.

D. "Victims" taking advantage of the system

Prior to Chancellor Struppa's issuance of his March 10, 2013 termination letter, Dr. Kanavou met with the Chancellor to express her concerns regarding the FPC's recommendation, and to discuss her need for more time to complete her research projects. But the conversation took a different direction: "On about March 10, 2013, I visited Chancellor Daniele C. Struppa's office with a representative file of my work at the University. Beginning our conversation with small talk, the Chancellor remarked that 'this country is not the same anymore' because 'everybody plays victim in America.' These comments made me feel uneasy. I felt as if they were directed at me, as the 'victim' of an accident." Pl.'s Decl. ¶ 15. Dr. Kanavou wrote a letter to the Chancellor, dated April 4, 2013, voicing these same concerns.

E. Chapman's hollow grievance process

On April 4, 2013, Dr. Kanavou initiated a grievance against the Chancellor and the university, pursuant to the applicable provisions of the Chapman University Faculty Manual. Pl.'s Dep., Exh. 37. In her grievance, Dr. Kanavou alleged that in terminating her, the university had violated its own anti-discrimination policy, the Americans with Disabilities Act, as well as breach of contract. *Id.* On May 7, 2013, the Senate Executive Board (SEB) informed Dr. Kanavou by letter that it had summarily dismissed all of the complaints in her grievance, stating that "there is no *prima facie* case to support your allegations." Def. Exh. 27. The SEB afforded Dr. Kanavou no hearing.

In response to a motion to compel in this litigation, Chapman University released data into its grievance process from 2007-14 – a period which roughly corresponds and overlaps with Daniele Struppa's chancellorship and Dr. Kanavou's employment with Chapman. During that period, eleven

Chapman University faculty members (including Dr. Kanavou) filed grievances against the university or its staff for a variety of reasons, including gender discrimination, racial discrimination, violation of academic freedom, and various other complaints. Def.'s Resp. to Pl.'s Spec. Interrogs, Set 2. Of the 11 grievances filed from 2007 to 2014, only one other grievance besides Dr. Kanavou's was similarly dismissed at the outset. The rest got the initial green light, or were deemed to constitute a *prima facie* case. *Id.*

Of the remaining nine grievances filed from 2007 to 2014, three were resolved or withdrawn before proceeding to a fact-finder or hearing committee. Only one grievance was reported as "resolved to Grievant's satisfaction." This case was referred to an outside mediator. Of the remaining four cases that made it past the *prima facie* stage, none of them was resolved in favor of the faculty member. One of those cases was dismissed by the chancellor himself, and another was dismissed by the university president. *Id.* This evidence suggests that Chapman's grievance process is either futile, or a tool of the administration for ratifying its decisions – with a false air of due process.

F. Plaintiff has advanced her research and publications despite lack institutional support or deadlines.

Since her departure from Chapman in May, 2014, Dr. Kanavou has continued an active research and publishing schedule. During this time, Dr. Kanavou has published four major academic articles, including most recently, "The Lingering Effects of Thought Reform: The Khmer Rouge S-21 Prison Personnel" (with collaborator Dr. Kosal Path) published in February, 2017, in the Journal of Asian Studies. (See Angeliki Kanavou's bibliography, Appendix 1.) Another Cambodia-related article is pending publication this year.

In its fifth-year critical review of Dr. Kanavou, the Faculty Review Committee (FRC) "suggests that you set a goal of publishing at least five more peer-reviewed articles in top-tier journals by the time you submit your file for tenure and promotion (bringing your total articles total to six). Alternatively, you could try to complete the book-length study of Cambodia that you describe in your file." In its memo recommending Dr. Kanavou's non-reappointment, the Faculty Personnel Council (FPC) claimed that it would be "nearly impossible" for Dr. Kanavou to produce sufficient publications to meet university standards. Def.'s Exh. 25. Echoing this sentiment, Chancellor Struppa, in his March 28, 2013 "non-reappointment" letter to Plaintiff, characterized Dr. Kanavou's ability to meet her publication requirements as "so remote." Def.'s Exh. 26.

It would seem, then, that Dr. Kanavou has achieved the impossible: In addition to the four articles she has published since leaving Chapman, another was published shortly after Chancellor Struppa's non-reappointment letter. ("The Peace Studies/Disability Nexus," co-authored with Arthur W. Blaser and Samuel Schleier, published in The Journal of Peace and Justice 6:4). At this point, not only would the quantity of Dr. Kanavou's work be sufficient to meet the FRC's requirements, but the quality of her work on Cambodia is groundbreaking. Had the Defendant provided Plaintiff with reasonable accommodation and institutional support, it is quite likely that Dr. Kanavou would have either published or had accepted for publication sufficient academic papers to satisfy its requirements, within the time frame of her contract with the university.

In its Memorandum for Summary Judgment, Defendants wax about "the wisdom of Struppa's decision" to dismiss Dr. Kanavou. Def.'s P. & A. 11:18. Struppa stands by his wisdom: "Absolutely, yes." Struppa Dep. 174:4. However, by failing to provide Dr. Kanavou accommodation and by terminating Dr. Kanavou's employment before the end of her contractual term, Struppa's decision might not have been so wise after all.

III. THE CLAIMS AND EVIDENCE

A. FAILURE TO ACCOMMODATE

1. A half-baked effort

"It is an unlawful employment practice … for an employer or other entity covered by this part to fail to make reasonable accommodation for the known physical or mental disability of an applicant or employee." Cal. Gov. Code § 12940(m)(1).

In failing to accommodate Dr. Kanavou, Chapman University has re-enacted the behavior of a lethargic college freshman – submitting a half-done term paper and now attempting to claim full credit for it. And not only did the listless freshman turn in a half-baked paper, but he had the gall to turn it in early rather than utilizing all of the available time to fully develop the assignment.

Here, in accommodation for her injuries, Chapman afforded Dr. Kanavou two, one-year time extensions on her research projects. And Dr. Kanavou made good use of this time. As her health improved, she actively pursued her primary research project in Cambodia, with the University's full support.[5] At the same time, Dr. Kanavou fulfilled her many other duties to the University, including teaching, supervising directed studies students and overseeing the Peace Studies Program as the interim director. Pl.'s Decl. ¶ 31. Dr. Kanavou did not ask to be excused from any of these duties. Pl.'s Decl. ¶ 30. Despite her considerable service to the university and her progress in her research, the University suddenly and unilaterally decided that Dr. Kanavou's accommodation was ***enough*** – DONE – and terminated Dr. Kanavou's employment. The University terminated her employment despite the fact that Dr. Kanavou had requested further accommodation through numerous channels,

[5] See Struppa Dep. 78-81, Exhs. 109, 110.

and despite the fact that her contract with the University would not expire for three years hence. Def.'s Exhs. 16, 20, 22.

In Struppa's deposition, the Chancellor (now the university president) denied knowledge of any disability – or any obligation in his part to inquire into the state of Dr. Kanavou's health and recovery – in advance of his March 28, 2013 letter informing Dr. Kanavou of her "non-reappointment" (Def. Exh. 26):

> MR. MURRAY: Okay. Did you take her disability into consideration in your analysis in this letter?
> MR. PLEVIN: Objection. The question lacks foundation. Assumes facts. It's vague and ambiguous as to 'disability.' Go ahead.
> THE WITNESS: I had not made a determination or anybody had made the determination as to her disability at that point.
> Struppa Dep. 98:1-12
> MR. MURRAY: Moving away from that issue for a moment, based on the procedures of your office, how might you flag a faculty member who had special needs or disability issues that required accommodation?
> MR. PLEVIN: The question is overly broad, it's vague and ambiguous. May call for speculation. But go ahead.
> THE WITNESS: Yeah, I'm not sure, really, how to answer in question. How might we flag? We don't flag people. I just – I'm dumbfounded.
> Struppa Dep. 54: 6-17

Chapman University had an affirmative legal duty to engage with Dr. Kanavou in order to work out a plan for reasonable accommodation. *Soria v. Univision Radio Los Angeles, Inc.,* 5 Cal.App.5th 570, 598 (2016). Chapman University failed to live up to its legal obligations. Instead, the Defendants made a half-baked effort at accommodation, and now they want full credit for it. But

Chapman's substandard efforts are no more deserving of full credit than a drowsy, "dumbfounded" college freshman.

2. Willful blindness

In its motion for summary judgment, Defendants dismissed Don Will's and Patrick Fuery's recommendations to provide Dr. Kanavou with additional time as mere vague expressions of sympathy rather than requests for accommodation: "In evaluating Kanavou's file, Struppa was aware of Dean Fuery's recommendation that Kanavou 'be granted one more year on her tenure clock.' Fuery included this language because he felt Kanavou had been through a lot …" Def.'s Mem, 9:14-16. Subsequent to the denial of its motion for summary judgment, Chapman has steadfastly clung to the same story line. In his deposition, Struppa discussed Don Will's Oct. 1, 2012 letter as follows:

> MR. MURRAY: How do you interpret these words: "While Dr. Kanavou received some adjustment to compensate for her time in recuperation, in my opinion it did not fully cover her lost progress. … I strongly encourage you to support Dr. Angeliki Kanavou in her development toward achieving tenure and promotion to Associate Professor two years hence." [Def. Exh. 20]
> THE WITNESS: Well, I will start with the very last … sentence that is clearly not required – requesting or even suggesting an extension of the period … And then when you go to the second paragraph of page two, I interpret that as a sympathetic comment of a colleague that express his opinion that even though she was given two additional years, you know, she might have not been able to completely recuperate. That's his point of view, which of course I respect. But that's all.
> MR, MURRAY: You didn't take this as a request for accommodation?
> THE WITNESS: Absolutely it's not. It's not what I take for. It's not a request. It says, 'I encourage you to support her for promotion two years hence.' That indicates very clearly he's not requesting an extension. And in this case, it also says, 'In my opinion, the two years didn't fully cover her lost progress.'

MR. MURRAY: Would you interpret this, then, as a suggestion?

MR. PLEVIN: Of what?

MR. MURRAY: For an extension.

THE WITNESS: No.

MR. MURRAY: How about a hint?

THE WITNESS: No. I would take it as a plea for a merciful look at the really scarce scholarship. Struppa Dep. 101:22-24; 102:1-25; 103:1-6; 103:6-25.

As for Patrick Fuery's Nov. 2, 2013 letter requesting additional time for Dr. Kanavou, even if it were a request for accommodation, Struppa said the word of the Dean of Wilkinson College of Arts, Humanities, and Social Sciences wouldn't count:

MR. MURRAY: Here we have a letter from Patrick Feury regarding Dr. Kanavou's fifth year critical review. And he begins the letter by saying: 'I commence this letter with the recommendation that she be granted one more year on her tenure clock. Even though an extension has already been granted, this does look like a case of exceptional circumstances.' [Def.'s Exh. 22] … How do you interpret these words?

THE WITNESS: Well, I think he was recommending the extension. – I don't think he was in a position for making the recommendation because we – well, I don't think he was in a position for making the recommendation.

MR. MURRAY: Now, Dr. Patrick Feury, he signs this letter as dean of the Wilkinson College –

THE WITNESS: Uh-huh.

MR. MURRAY: – but yet, he would not be in a position to make such a recommendation?

THE WITNESS: No.[6]

MR. MURRAY: Okay, you didn't take this request or these words as a request for an accommodation for Dr. Kanavou's disability?

[6] Struppa never explained why Roberta Lessor, as Dean, was able to make requests on Dr. Kanavou's behalf in 2008 and 2009, but somehow Dean Fuery lacked the authority to request accommodation for Dr. Kanavou.

MR. PLEVIN: Objection. Lacks foundation. Assumes facts. Go ahead.
THE WITNESS: I think we said this before. There was no established disability.
Struppa Dep. 110:20-25; 111:13-25

The "willful blindness" defense is not a defense in other areas of law,[7] nor is it a valid defense here. Defendants were aware of Dr. Kanavou's physical challenges; but rather than helping her at a critical moment, they consciously shut their eyes and ears to her. Defendants' willful blindness strategy may seem convincing to themselves, but it is transparent; and it is false.

B. LACK OF GOOD FAITH IN THE INTERACTIVE PROCESS

1. 'Willful unawareness'

"It is an unlawful employment practice … for an employer or other entity covered by this part to fail to engage in a timely, good faith, interactive process with the employee or applicant to determine effective reasonable accommodations, if any, in response to a request for reasonable accommodation by an employee or applicant with a known physical or mental disability or known medical condition." Cal. Gov. Code § 12940(n).

Like its half-baked accommodation efforts, Chapman wants full credit for its "interactive process"; but here, Defendants made no effort whatsoever to continue the interactive process. Instead, they follow along the "willful blindness" path:

MR. MURRAY: So if someone needed some form of accommodation, there would not be an active process on the part of your office to interact with that employee?
THE WITNESS: We would interact, but somehow it would have to be evident to my office that there is such a need. … Yes, we do interact, but I need to be aware. But

[7] See *United Sates v. Jewell,* 532 F.2d 697, 700 (9th Cir. 1976): The Court quotes Professor Rollin M. Perkins, who defines the process of willful blindness as follows: "One with a deliberate antisocial purpose in mind may deliberately 'shut his eyes' to avoid knowing what would otherwise be obvious to view." Professor Glanville Williams then describes the legal effect of willful blindness: "The rule that willful blindness is equivalent to knowledge is essential, and is found throughout the criminal law."

when you were talking about flagging, we don't go around and checking people. We need to become aware one way or another, so to speak.

MR. MURRAY: But that was not evident here?

THE WITNESS: No.

Struppa Dep. 54:20-25; 55:1

MR. MURRAY: Okay. But beyond that, you didn't consider it to be your obligation or duty to inquire –

THE WITNESS: No.

MR. MURRAY – with her as to whether she was – felt physically able to produce as you expected her to?

THE WITNESS: Correct.

Struppa Dep. 124:13-19

MR. MURRAY: At any point – my question is, at any point during the process leading to Dr. Kanavou's non-reappointment, did you seek to find out the status of her rehabilitation?

THE WITNESS: No.

MR. MURRAY: Okay. Did you attempt to follow up with her in any manner on the extent of her rehabilitation?

THE WITNESS. No.

Struppa Dep. 133:23-25; 134:1-5.

By failing to reach out to Dr. Kanavou and discuss with her the status of her rehabilitation, and by consciously ignoring her, Defendants failed in their duty to engage in the interactive process.

2. Interactive blindness

Arthur Blaser, a disabled Chapman faculty member and former chair of the Political Science Department, often advocated for Dr. Kanavou. In an Aug. 27, 2013 email exchange with Don Will, Richard Ruppel, then chair of the Political Science Department, and Ann Gordon, associate dean of Wilkinson College, Dr. Blaser commented, "I don't think that the 'keep and develop junior faculty'

squares with Angeliki's situation. There hasn't been much in the way of an interactive process." Exh. 2.

In deposition, counsel asked Struppa about Blaser's comments regarding the interactive process: "Q: Is that a valid statement? A: I really have no idea what he means with that. He's – I have no idea what he means. I just don't know what he means. Again, I'm not trying to be unhelpful, honestly." Struppa Dep. 134:21-24.

In a March 19, 2013 email, Blaser appealed directly to the Chancellor on Dr. Kanavou's behalf: "[I] feel strongly that she should have the opportunity to develop her current work on Cambodia. In Angie's case, the medical leave was not sufficient to give her that opportunity. Therapy and surgery she's had since returning to the classroom have not left much time for research, and adding a year to the tenure clock would be a reasonable accommodation." Exh. 3.

When asked about this email during deposition, Struppa dismissed Blaser's request, like Patrick Fuery's request, by asserting that Blaser lacked any such authority: "Art was, I believe, at the time, the interim director – probably was his status so he writes his concern. This is almost a year after – well, six months or nine months after the process began … So yeah, I didn't think that that request was valid." Struppa Dep. 127:1-7.

So far, Defendants' position seems to be that (1) it was unaware of any need for accommodation; thus (2) there was no need for an interactive process; (3) but when a request is placed directly in front of them, whoever made the request lacks the authority to do so. This is not a good faith interactive process, as the law requires.

3. Willful deafness

"Once the interactive process is initiated, the employer's obligation to engage in the process in good faith is continuous. The employer's obligation to engage in the interactive process extends

beyond the first attempt at accommodation and continues when the employee asks for a different accommodation or where the employer is aware that the initial accommodation is failing and further accommodation is needed. This rule fosters the framework of cooperative problem-solving." *Scotch v. Art Inst. of Cal.,* 173 Cal. App. 4th 986, 1013 (2009).

A pillar of Chapman's defense theory is that Dr. Kanavou somehow "didn't ask" for accommodation. In its Memorandum in Support of Summary Judgment, Defendants make this contention over and over again, and dedicate one quarter of a page to a bullet-pointed footnote that is set off with phrase, "She could have asked ..." Def.'s Mem, 17:21-28. Since their motion for summary judgment was denied, Defendants have steadfastly stuck with the "didn't ask" fiction: In his deposition, Struppa goes out of his way six times to explain how Dr. Kanavou somehow did not ask for accommodation, as if repeating it somehow makes it true. Struppa Dep. 99:19: 101:11; 105:3; 125:1; 132:13; 141:14. Andrew Moshier, who was chairman of the Faculty Personnel Council and recommended Dr. Kanavou's "non-reappointment," repeated the "didn't ask" talking point eight times, without prompting. Moshier Dep. 27:23; 29:24; 30:1; 32:2; 32:23; 43:21; 44:24; 72:14. Moshier returned to this line unprompted so many times that it led to the following exchange:

> MR. MURRAY: Okay. You've told me several times that Dr. Kanavou did not request an accommodation, and you just said, 'It's not our obligation to give an accommodation to someone that didn't request it.' And, again, I never asked you whether or not Dr. Kanavou requested an accommodation. I've never asked you that question. So I'm asking you now why you continue to tell me and respond –
> MR. PLEVIN: Hold on. The question is argumentative. Go ahead.
> THE WITNESS: Fair enough. Well, because you continually ask me about the dean's recommendation. I'm trying to point out to you that we needed to set the dean's recommendation aside, that that was – that's what we – that's what I still strongly believe was my ethical obligation is to not take that recommendation

without it being triggered by the candidate herself, by Dr. Kanavou herself.
Moshier Dep. 72:19-25; 73:1-12.

In his answer, Moshier adds a new dimension to the willful blindness/ willful deafness theory – that somehow acting on a request on Dr. Kanavou's behalf would be unethical. This theory is about as plausible as the endless assertion that Dr. Kanavou somehow did not ask for accommodation; or that any requests on her behalf by others don't count.

4. Magic words (and magic procedure)

"An employee is not required to specifically invoke the protections of FEHA or speak any 'magic words' in order to effectively request an accommodation under the statute." *Soria v. Univision Radio Los Angeles, Inc.,* 5 Cal.App.5th 570, 598 (2016).

Implicit in Defendants' "she didn't ask" talking point is the assumption that Dr. Kanavou had to ask for accommodation in a particular way, in a particular format, using particular words; and above all else it would be impossible for someone to make a request on Dr. Kanavou's behalf. Defendant's posture is directly contradicted by the applicable case law: "The 'interactive process' required by the FEHA is an informal process with the employee or the employee's representative, to attempt to identify a reasonable accommodation that will enable the employee to perform the job effectively." *Scotch v. Art Institute of California* 173 Cal.App.4th 986, 1013 (2009).

When Dr. Kanavou made her first request for accommodation in 2008, she sent an email memo to her Dean, then Roberta Lessor – who in turn presented a request to the Chancellor on Dr. Kanavou's behalf. Def.'s Exhs. 7-11 in Supp. of Mot. for Summ. J. When Patrick Fuery assumed the role of Dean, Dr. Kanavou discussed the issue with him in person, rather than in writing. Thus, an email chain (and trial exhibits) did not result; only Patrick Fuery's written request. Def.'s Exh. 22. Defendants now attempt to use Dr. Kanavou's subsequent approach to requesting

accommodation (and lack of an email chain) to say that Dr. Kanavou somehow made no request for accommodation; or that somehow Dean Fuery's request on Dr. Kanavou's behalf doesn't count. This argument is fallacious on many levels:

First, by bringing up the matter with Dean Fuery, Dr. Kanavou followed the chain of command exactly as she had before with Dean Lessor, regardless of whether the request was made by email or in person. Second, Dean Fuery's written request for accommodation on Dr. Kanavou's behalf is no less valid than Dean Lessor's earlier requests on Dr. Kanavou's behalf, regardless of whether or not the request produced an email chain. Thirdly and most importantly, Dr. Kanavou's discussions with her Dean (Fuery) are exactly what the law contemplates – an interactive process – and the Defendants can't write that out of the law, or impose some magic words/ magic procedure requirement on the law.

Defendants attempt to add another layer of "magic procedure" upon the law by confusing a request for accommodation with Dr. Kanavou's fifth year critical review process. As Defendants quoted in their Memorandum for Summary Judgment: "Q: Before you submitted your file for your fifth-year critical review, did you make a request to someone at the university to not have that review go forward? A: No.") Kanavou Dep. 93:4-8; Def.'s Mem. 7:6-7. But as Dr. Kanavou explained at length in her opposition declaration and separate statement, she didn't formally resist the critical year review because Don Will had told her that that going forward with it was the best course of action, and that her disability would be taken into consideration during her fifth year review. Pl.'s Dec. ¶ 13. As it turns out, the Faculty Personnel Council and the Chancellor did not take her disability into consideration and offered no further accommodation. In hindsight, it may have been a more advantageous course if Dr. Kanavou had submitted a formal opposition to her critical year review. But how she chose to handle university procedure at the time in no way negates

Dr. Kanavou's repeated requests for additional time to complete her research projects. And Dr. Kanavou's approach to university procedure certainly has no bearing on the university's obligation to engage in the interactive process, as the law requires.

Now, sadly, it appears that Dean Fuery does not feel at liberty to own up to his own words:

> MR. MURRAY: Okay, I'd like to refer you back to the first page … where you say, 'I commence this letter with the recommendation that she be granted one more year on her tenure clock. Even though an extension has already been granted, this does look like a case of exceptional circumstances. I will not go into detail on the accident that has affected Dr. Kanavou's professional progress. There is considerable detail in the file, including a summation by Dr. Don Will.' [Def.'s Exh. 22.] It sounds like here you understood her situation, her personal situation; is that correct?
> MR. PLEVIN: That's vague and ambiguous. It calls for speculation.
> THE WITNESS: Yeah, I –
> BY MR. MURRAY: Let me be more specific. It sounds like you understood her situation with regards to her accident and recovery; is that correct?
> MR. PLEVIN: Objection. Vague and ambiguous, calls for speculation. But go ahead, if you can.
> THE WITNESS: I would say limited knowledge. I was not intimate with the knowledge. I do not feel I had – I wouldn't even define it as strong knowledge. I was aware to the best I could articulate it.
> Fuery Dep. 18:24-25; 19:1-25.
> Q: Okay. Could you tell me about any discussions you had with Dr. Kanavou leading up to this memo?
> A: I don't recall any discussions about it. 17:13-15

At this point, Chapman appears to have achieved a trifecta: deaf, dumb and blind. But there is yet another twilight zone dimension to its defense:

5. The pachinko machine

In his deposition, Struppa suggested that the critical year review, once started, could not be stopped for any reason, by anybody – not even the chancellor:

> MR. MURRAY: I'm asking just specifically about what Patrick Feury has said here and your interpretation of it. [Def.'s Exh. 22.] And you don't take this as an interpretation for accommodation in the form of more time?
>
> MR. PLEVIN: Objection. The question lacks foundation. It calls for a legal conclusion. Assumes facts.
>
> THE WITNESS: As I said, there was – this is not a request for accommodation. This is a request to change the process midway by a person who doesn't have the authority to change a process. Just like I didn't have the authority to change the process. The only person who can – that can mistake a request – not to change it, but to make a request to extend would be the faculty member that says please give me an extra year.
>
> MR. MURRAY: So not even the dean of the Wilkinson College?
>
> THE WITNESS: Not even the chancellor.
>
> Struppa Dep. 115:2-15.
>
> MR. MURRAY: It sounds like what you're describing to me is a very mechanical process. Once it's initiated and has begun, it goes mechanically according to its own accord and cannot be stopped. Is that what you are saying?
>
> MR. PLEVIN: Hold on. That question is overly broad, vague and ambiguous. It's an incomplete hypothetical. Calls for speculation.
>
> THE WITNESS: Well, I would say that if there is something that can alter it, [8] and I – the process would be a request from the candidate either during a personal meeting, through an e-mail. The candidate – we owe it to the candidate to go through the process. That's what I'm confused. The process – the candidate has a right to be

[8] The Chapman University Faculty Manual directly contradicts Struppa's assertion that a faculty member controls her review schedule, or has the power to decide when it takes place. "Critical year reviews ***shall*** be conducted during the second and fourth year of the tenure-track appointment at Chapman University." [Emphasis added.] Def. Exh. 2, p. 33.

evaluated, and it's only the candidate can say I don't want to – can I have this postponed. Struppa Dep. 116:10-25; 117:1-2

Here, the Defendants turn the critical review process into an unstoppable, automated machine. In doing so, Chapman University has effectively turned its own procedure into an execution device; and now they attempt to excuse themselves from failure to accommodate by pointing to the device: The device has a life and logic of its own, and we can't stop it. Alternately, they claim that the employee controls the device – effectively making the employee her own executioner. Jack Kevorkian could not have built a better Thanatron machine to assist his patients end their lives. The machine did it. We're not liable. Indeed, "it's remarkable apparatus."[9]

C. DISABILITY DISCRIMINATION

1. A round-file complaints box

An adequate internal investigative process must result in "a reasoned conclusion" that is "supported by substantial evidence gathered through an adequate investigation that includes notice of the claimed misconduct and a chance for the employee to respond." *Cotran v. Rollins Hudig Hall Internat., Inc.,* 17 Cal. 4th 93, 108 (1998). Otherwise stated, the employer "must act in good faith and fairly listen to both sides." *Id.* at 108, quoting Lord Halsbury from *Board of Education v. Rice* App. Cas. 179, 182 (1911). By contrast, an inadequate administrative investigation is evidence of pretext. *Mendoza v. W. Med. Ctr.,* 222 Cal. App. 4th 1334, 1344 (2014). A pretextual basis for a dismissal is one that "mask[s] arbitrary and unlawful motives." *Cotran,* 17 Cal. 4th at 106.

As a result of a motion to compel in this case, Chapman University has released information into grievances filed against the university (or its staff) for a ten-year period – including the time which Dr. Kanavou was employed at Chapman, and Struppa was chancellor. From 2007 to 2014,

[9] Franz Kafka, "In the Penal Colony" 1 (Ian Johnston trans, CreateSpace, 2016) (1919).

eleven faculty members filed grievances for a variety of reasons, including gender discrimination, racial discrimination, violation of academic freedom, and various other complaints. Of those eleven grievances, only one other besides Dr. Kanavou's was similarly dismissed at the outset. The rest got the initial green light, or were deemed to constitute a *prima facie* case. Def.'s Resp. to Pl.'s Spec. Interrogs, Set 2.

Here, the Senate Executive Board summarily dismissed Dr. Kanavou without affording her a hearing. Def.'s Exh. 27. The fact that the SEB dismissed Dr. Kanavou's grievance at the prima facie stage is evidence supportive of her disability discrimination claim and pretext.

It is noteworthy here that according to Chapman's Faculty Manual, the chancellor and the university president are entitled to veto decisions made by the Senate Executive Board – or its designated fact-finder or grievance hearing committee. Def.'s Exh. 2, p. 82. Based on the information released by the university, the chancellor exercised this authority in one grievance that was filed in 2011; and the university president dismissed another grievance that was filed in 2007. Def.'s Resp. to Pl.'s Spec. Interrogs, Set 2.

The chancellor's and the president's intervention in the process fly in the face of Defendants' contention that "the SEB represents grievants" and not the administration – and therefore, they say, a determination in a grievance "could not retroactively say anything about the Chancellor's motivations." Def.'s Mem. of P & A. in Opp. to Mot. to Compel, 10. In fact, Chapman's grievance process is an instrument of whatever the university chancellor or president wants it to be.

2. Academic bias and disability bias

Lori Cox Han, a political science professor and a member of Dr. Kanavou's faculty review committee, has made statements indicating bias – both regarding Dr. Kanavou's disability and her academic focus, peace studies. (The Peace Studies program was housed within Chapman's Political

Science Department while Dr. Kanavou was employed at Chapman.) When Dr. Kanavou returned to campus following her surgeries, scheduling and classroom assignments were adjusted in order to accommodate Dr. Kanavou due to her mobility issues. In a March 8, 2008 email exchange with Don Will, Cox Han expressed frustration at the class scheduling and room assignments, which she felt were made to Dr. Kanavou's benefit, and Cox Han's detriment. See Exh. 3, beginning with, "Don: That primal scream you just heard was me …"

In a later email exchange with Art Blaser, Don Will expressed concern that Cox Han "was sending emails and having verbal conversations with the Dean (and probably also the Chancellor) attacking peace studies as parasitic." Exh. 5. Professor Will therefore concludes that Cox-Han "should have recused herself from Angie's case." *Id.*

During Cox Han's deposition, Plaintiff's counsel presented Cox Han with these email exchanges and posed the following questions:

MR. MURRAY: Should you have recused yourself?
THE WITNESS: No.
MR. MURRAY: Okay. Why not?
THE WITNESS: Because I judged her file fairly and accurately.
Cox Han Dep. 33:5-9
MR. MURRAY: Okay. You mentioned the difference between peace studies and political science. What was your opinion of the peace studies program generally at Chapman at this time?
THE WITNESS: That it lacked academic credibility.
MR. MURRAY: Why so?
THE WITNESS: Many reasons. One is that it was housed within political science. And a true interdisciplinary program needs to stand on its own and not rely solely on one department for its existence.
MR. MURRAY: So you feel it was somehow attached to another department in a way that was not – not credible or not proper. Is that what you're telling me?

THE WITNESS: In my opinion as a political scientist, its existence within my department was detrimental to political science in our program.

Cox Han Dep. 19:15-25; 20:1-19; 33:5-9.

In her grievance, Dr. Kanavou complained of bias on Cox Han's part. However, the Senate Executive Board, in dismissing Dr. Kanavou's case, concluded "that there is no evidence to indicate that Professor Lori Cox Han's alleged bias and violation of your academic freedom (allegations 4 and 5)." Def.'s Exh. 27. But Cox Han's own words – and especially her hostile demeanor during deposition – point to bias and discrimination.

D. NO MISTAKE IN CONTRACT

"The language of a contract is to govern its interpretation, if the language is clear and explicit, and does not involve an absurdity." Cal. Civ. Code § 1638. "A contract must be so interpreted as to give effect to the mutual intention of the parties as it existed at the time of contracting, so far as the same is ascertainable and lawful." Cal. Civ. Code § 1636. Furthermore, "Intent must be ascertained, not from the subsequent denials or affirmations of the parties, but from the language used in the document under scrutiny; and the parties are presumed to mean, unless the contrary clearly appears, exactly what they say." *Bader v. Coale,* 48 Cal App 2d 276, 279 (1941).

Defendants claim that a key term of its contract with Dr. Kanavou – the six-year term, expiring May 31, 2016 – was a "mistake." Def.'s Mem, 18:18. However, this term of the contract does not contradict any other term of the contract, nor does it contradict the university's general policy regarding tenure track employment – and the associated probationary period.

Here, the contract between the parties specifies an overall six-year term, beginning in the academic year 2011-2012, and expiring May 31, 2016 – with one additional "terminal" year, if the faculty member does not attain tenure during the fifth year. Def.'s Exh. 16, ¶ 4, 5. The contract also

includes a "re-appointment" provision, giving Chapman University the option, in its discretion, not to reappoint the faculty member during the second year of the contract, "although it is currently anticipated that Faculty Member will be reappointed." *Id.,* ¶ 5. Between sections 4 and 5 of the contract is section 4.1, which is entitled "Termination with Cause" and sets forth the various bases for a termination, i.e., incompetence, neglect, violation of university rules and policies, etc.

By its plain terms and organization, this contract creates a six-year probationary period, with a two-year renewal option, and termination for cause. Thus, the employee's status, even with the re-appointment provision, is not simply "at-will." Termination must be for cause, as so specified in the contract. Thus, the contract gives the tenure-track candidate a path to success; and the university supervises progress. The contract is clear, comprehendible and non-contradictory.

Throughout Plaintiff's deposition, Defense counsel repeatedly attempted to get Plaintiff to agree to the terms of a parol document suggesting different terms. However, Plaintiff did not take the bait: "A contract takes precedence over a letter, always." Kanavou Dep. 77:18-19. "The contract takes precedence, in my mind." *Id.* at 78:15. "A contract takes precedence." *Id.,* 78:18.

The language of the contract between Plaintiff and Defendant is clear and unambiguous on its face. Plaintiff relied on the contract. Defendants' post-hoc attempts to re-write the contract have no support in any contracts doctrine.[10]

E. MALICE AND MERCY

Exemplary Damages are permitted, "[i]n an action for the breach of an obligation not arising from contract, where it is proven by clear and convincing evidence that the defendant has been

[10] "A contract has, strictly speaking, nothing to do with the personal, or individual, intent of the parties. A contract is an obligation attached by the mere force of law to certain acts of the parties, usually words, which ordinarily accompany and represent a known intent. If, however, it were proved by twenty bishops that either party, when he used the words, intended something else than the usual meaning which the law imposes upon them, he would still be held, unless there were some mutual mistake, or something else of the sort." *Hotchkiss v. National City Bank,* 200 F. 287, 293 (D.N.Y. 1911) (Hand, Learned).

guilty of oppression, fraud, or malice. … Malice means conduct which is intended by the defendant to cause injury to the plaintiff or despicable conduct which is carried on by the defendant with a willful and conscious disregard of the rights or safety of others." Cal. Civ. Code § 3294.

Despite all of their various claims of deafness, blindness, ignorance and unawareness, Defendants acted knowingly and willfully. They deliberately disregarded Plaintiff's rights, inflicting cruel hardship upon her. Thus, it is appropriate to assess punitive damages against Defendants.

Here, Chancellor Struppa was well aware of Dr. Kanavou's disability and the many challenges she faced recovering from her accident, while also juggling her roles as a teacher, researcher and fill-in for her ailing supervisor, Don Will. Most critically, Chancellor Struppa was fully aware of Plaintiff's need and desire for further accommodation, as the record plainly shows. But Struppa went ahead and terminated the Plaintiff anyway, unnecessarily.

Now, Defendants play the blindness game: Don Will's and Patrick Fuery's pleas on Dr. Kanavou's behalf weren't really requests for accommodation; they were something else – not what the words say, in plain English. In his deposition, Struppa explained away Don Will's words (from Will's Oct. 1, 2012 letter) this way:

> THE WITNESS: I would take it as a plea for a merciful look at the really scarce scholarship. I would interpret it as she hasn't done much, but, you know, see if you can help her out.
>
> MR. MURRAY: But she was not deserving of your mercy?
>
> THE WITNESS: Mercy? This is a university. We look – we have standards. We look at what people do and then we evaluate the file that we have in front of us.
>
> MR. MURRAY: But Dr. Kanavou did have medical issues apart from the academic issues. So what you are saying is this is a university, we have standards. You are saying you should only look at those standards and not the medical issues that she was facing?

> THE WITNESS: I'm not saying that at all. I wish to remind you again of Chapter 19 of my declaration. She never made a request. She could have made that request. She knew how to make that request. She made it twice. So that to me carries the entire conversation here. If she had made the request, as I say here, I would have considered just like I did before.

The blindness does not mask the malice, no matter how many times the Defendants repeat their talking points. This behavior must not be excused.

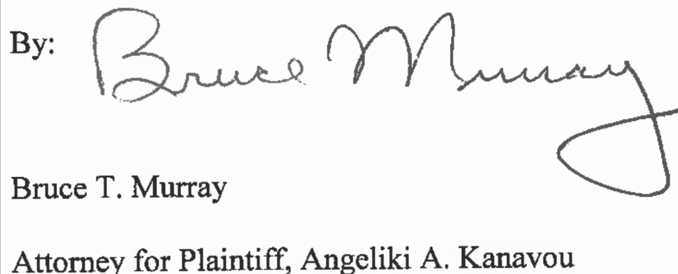
F. CONCLUSION

Through no fault of her own, Angeliki Kanavou found herself at the mercy of a speeding automobile. It nearly killed her. After nine surgeries and years of recovery, she found herself at the mercy of an institution that got fed up with mercy: It had had enough with accommodation; it had had enough with an "interactive process"; it had had enough with seeing, hearing and speaking with Dr. Kanavou about what she needed to succeed. But Dr. Kanavou was not done with her life, and she was not done with her work. She was committed to her academic success, and her subsequent record proves this in spades: yet another academic degree, appearances at academic conferences, and the continuous publication of academic articles.

Angeliki Kanavou deserved better than Chapman's half-baked efforts and its blind denials. The law requires it.

The evidence will show at trial.

Dated: June 5, 2017



By:

Bruce T. Murray

Attorney for Plaintiff, Angeliki A. Kanavou

APPENDIX I

Angeliki A. Kanavou's bibliography [with key timeline elements inserted]:

1. Angeliki A. Kanavou, "Détente Versus Commitment to Client States: The 1973 October War in U.S. Foreign Policy," The Journal of Public and International Affairs (1997): 106-121.
2. Angeliki Kanavou, "Why Peace Fails: The Role of Values in Post-Settlement Processes" (PhD diss., University of Southern California, 2003). ProQuest (UMI 3133289).
3. Angeliki Andrea Kanavou, "How Peace Agreements Are Derailed: The Evolution of Values in Cyprus, 1959-74," The Journal of Peace Research 43:3 (May, 2006): 279-296.
   [Jan. 13, 2007: Angeliki Kanavou is struck and injured in car-pedestrian accident.]
4. Angeliki Kanavou, book review of "Identity politics in the age of globalization" by Roger Coate & Markus Thiel, Ethnic and Racial Studies 34:9, 2011.
5. Angeliki A. Kanavou, "Anathemas and Blessings: Negotiating Group Identity and State Ownership through the Constitution in Cyprus, 1959-1974," The Journal of Mediterranean Studies 23:4 (Fall, 2012): 83-106.
   [March 28, 2013: Chancellor Struppa delivers Dr. Kanavou a "non-reappointment" letter.]
6. Arthur W. Blaser, Angeliki Kanavou and Samuel Schleier, "The Peace Studies/Disability Nexus," The Journal of Peace and Justice 6:4 (2013): 6-21.
   [May 31, 2014: Final day of Dr. Kanavou's "terminal year" of employment at Chapman University.]
7. Kosal Path and Angeliki Kanavou, "Converts, Not Ideologues: The Khmer Rouge Practice of Thought Reform in Cambodia, 1975-1978," The Journal of Political Ideologies 20:3 (2015): 304-332.
8. Angeliki A. Kanavou, "Cyprus: In Search of an Exit from Ambiguity," Southeast European and Black Sea Studies 16:3 (July 2016): 433-446.
9. Angeliki A. Kanavou, Kosal Path and Kathleen Doll, "The Children of the Cambodian Genocide," in *Breaking Cycles of Repetition: A Global Dialogue on Historical Trauma and Memory,* ed. Dr. Pumla Gobodo-Madikizela (Opladen, and Berlin and Toronto: Barbara Budrich Publishers, July 2016): 174-193.

10. Angeliki A. Kanavou and Kosal Path, “The Lingering Effects of Thought Reform: The Khmer Rouge S-21 Prison Personnel,” The Journal of Asian Studies, Vol. 76, No. 1 (February 2017): 87–105
11. Angeliki A. Kanavou and Kosal Path, “The Social Adaptation of Khmer Rouge Perpetrators in the Aftermath of the Cambodian Genocide: An Exploratory Analysis,” The Journal of International Human Rights _____. (Forthcoming in 2017)

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APPENDIX II

List of Angeliki Kanavou's surgeries related to the Jan. 13, 2007 accident:

1. Jan. 13, 2007: Open reduction and internal fixation, setting the left and right femur bones; and titanium rods were installed in the right fibula and tibia. Operating surgeon: Dr. Thomas Ackerson.
2. Jan. 14, 2007: Open reduction and then internal fixation to the left and right femur, the right fibula (calf bone) and tibia (shin bone). Operating surgeon: Dr. Thomas Ackerson.
3. Jan. 17, 2007: Setting fracture on the right ulna (forearm), which involved internal fixation with a titanium rod. Operating surgeon: Dr. Thomas Ackerson.
4. Jan. 20, 2007 Surgery 4: Installation of a stent in chest in order to prevent arterial blockage as a result of a hematoma that formed in the left leg. Operating Surgeon: Huntington Memorial Hospital staff.
5. Nov. 30, 2007: Removal of hardware from the left femur; endoscopic anterior cruciate ligament reconstruction with bone-patellar tendon bone autograft. Operating surgeon: Dr. Gregory Adamson. Adamson Dep. 9:19-22.
6. March 12, 2008: Hardware removal, right femur and tibia with arthroscopic partial lateral menisectomy, right knee. Operating surgeon: Dr. Gregory Adamson. Adamson Dep. 9:23-25.
7. May 14, 2008: Arthroscopic anterior cruciate ligament reconstruction with mid third bone-patellar tendon-bone autograft with lateral collateral ligament reconstruction, peroneal nerve neuroplasty, and popliteal femoral ligament. Dr. Gregory Adamson. Adamson Dep. 10:2-7.
8. June 3, 2009: Hardware removal, right ulna. Operating surgeon: Dr. Gregory Adamson. Adamson Dep. 10:8-9.

9. April, 25, 2014: Anterior cruciate ligament reconstruction with a doubled posterior tibialis allograft with peroneal nerve neurolysis, fibular collateral ligament reconstruction, and popliteal fibular ligament reconstruction. Operating surgeon: Dr. Gregory Adamson. Adamson Dep. 10:12-17.

Gynecological surgeries:

10. Jan. 27, 2009: Hysteroscopy and removal of fibroid tumors. Operating surgeon: Dr. John Wilcox.
11. March 14, 2009: Polypectomy. Operating surgeon: Dr. John Wilcox.

    Kanavou Decl. ¶ 10.

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VERIFICATION

by Party

CASE TITLE: Angeliki A. Kanavou v. Chapman University
Case No: 30-2016-00840960-CU-CO-CJC

I, Angeliki A. Kanavou, declare:

I am the plaintiff in the above-entitled matter.

I have read the foregoing documents and know their contents. I am informed and believe, and on that ground allege, that the information and matters stated in the foregoing documents are true:

1. APPENDIX I: Angeliki A. Kanavou's bibliography

2. APPENDIX II: List of Angeliki Kanavou's surgeries related to the Jan. 13, 2007 accident; and gynecological surgeries

I declare under the penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on June 5, 2017 in Pasadena, California.

Angeliki A. Kanavou

(Signature of Party)