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Clerk of the Superior Court
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SUPERIOR COURT OF THE STATE OF CALIFORNIA
 COUNTY OF SAN DIEGO

SHARRENE L. STUHT, an Individual,
 Plaintiff,

v.

WESTERN EDUCATIONAL
 CORPORATION dba SAN DIEGO
 WORKFORCE INNOVATION HIGH
 SCHOOL and dba LEARN4LIFE, a California
 Non-Profit Corporation; LIFELONG
 LEARNING ADMINISTRATION
 CORPORATION, EDUCATIONAL
 ADVANCMENT CORPORATION, a
 California Non-Profit Corporation; and DOES
 1-25, inclusive,

Defendants.

Case No.: 26CU031740C

AMENDED COMPLAINT FOR DAMAGES
 AND OTHER RELIEF

- (1) PHYSICAL DISABILITY
 DISCRIMINATION IN VIOLATION OF
 GOVERNMENT CODE §12940(A);
- (2) FAILURE TO PROVIDE REASONABLE
 ACCOMMODATION IN VIOLATION OF
 GOVERNMENT CODE §12940(M);
- (3) FAILURE TO ENGAGE IN THE
 INTERACTIVE PROCESS IN VIOLATION
 OF GOVERNMENT CODE §12940(N);
- (4) RETALIATION FOR REQUESTING
 MEDICAL LEAVE AND
 ACCOMMODATIONS IN VIOLATION OF
 GOVERNMENT CODE §12945.2 AND
 §12940(M)(2); AND
- (5) FAILURE TO PREVENT
 DISCRIMINATION AND RETALIATION IN
 VIOLATION OF GOVERNMENT CODE
 §12940(K)

DEMAND FOR JURY TRIAL

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1 Plaintiff Sharrene L. Stucht ("Ms. Stucht" or "Plaintiff"), by her attorneys, brings this action
2 on behalf of herself against Defendants Western Educational Corporation dba San Diego Workforce
3 Innovation High School ("Western Educational") operated under the brand name Learn4Life,
4 Lifelong Learning Administration Corporation, a California Non-Profit Corporation ("Lifelong
5 Learning"), Educational Advancement Corporation ("EAC"), and DOES 1-25, inclusive
6 (collectively, "Learn4Life" or "Defendants"). Ms. Stucht makes the following allegations upon
7 information and belief (except those allegations as to Ms. Stucht or her attorneys which are based on
8 personal knowledge), based upon an investigation that is reasonable under the circumstances, which
9 allegations are likely to have evidentiary support after a reasonable opportunity for further
10 investigation and/or discovery.

11 NATURE OF THE ACTION

12 1. Learn4Life is one of California's largest charter school networks, with 65 locations
13 that serve about 20,000 students each year. Learn4Life receives hundreds of millions of taxpayer
14 dollars every year to provide independent study education, where students learn primarily on their
15 own. In fact, Learn4Life's California schools brought in \$451 million in government funding during
16 the 2023-2024 school year.

17 2. This case involves the wrongful termination of Ms. Stucht, a dedicated San Diego
18 Regional Athletic Coordinator who served Learn4Life for 12 years, building athletic programs from
19 the ground up and connecting with vulnerable youth across Learn4Life's seven school locations in
20 San Diego County. Ms. Stucht was a tireless advocate for her students, and Learn4Life discarded her
21 when her cancer treatment and its lasting effects made her too inconvenient to keep on staff.

22 3. In August 2023, Ms. Stucht was diagnosed with breast cancer. She worked through 6
23 rounds of chemotherapy, completed a total of 14 grueling rounds of treatment, underwent a double
24 mastectomy, and endured 21 rounds of radiation that left her with second-degree burns. While on
25 leave for the double mastectomy, she completed 4-5 of the rounds of Kadcylla chemotherapy.
26 Throughout this ordeal, she remained committed to her students and her job, working from home
27 when necessary and rebuilding the athletic programs that had been disrupted by the pandemic.
28

1 4. By early 2025, Ms. Stuht was in remission and actively planning for the upcoming
2 school year. She was developing new programs, ordering equipment, creating curriculum, and
3 receiving approvals from her supervisor for next year's initiatives. Everything seemed fine—until
4 Ms. Stuht mentioned in a May 2025 email that the chemotherapy had damaged her knee joint and
5 she would need reconstructive surgery in the fall.

6 5. Within weeks of disclosing her upcoming knee surgery, Ms. Stuht received an
7 unexpected meeting request from her supervisor, Learn4Life's Area Superintendent Lindsay Reese.
8 On June 2, 2025, Ms. Stuht arrived at the warehouse expecting to discuss the direction of athletics
9 for the coming year. Instead, she was ambushed by Superintendent Reese and HR Representative
10 Sara Chinchilla who told her she was being terminated with an effective date of July 1, 2025.

11 6. When Ms. Stuht pleaded to keep her job—offering to take a pay cut, accept a part-
12 time position, or transfer to any available role to maintain her health insurance—she was refused.
13 While Learn4Life claimed her termination was due to “financial cost-cutting,” “organizational
14 restructuring” and “business need,” this was mere pretext for the real reason – Ms. Stuht's ongoing
15 recovery from breast cancer and need for accommodations and medical leave for upcoming knee
16 surgery.

17 7. Ms. Stuht's termination was not an isolated incident. She is at least the fourth San
18 Diego Learn4Life employee with a disability to be terminated in recent years. Tony Jefferson was
19 terminated after multiple disability leaves for a leg condition. Yasmine was fired after taking a year
20 of disability leave following a car accident. Elizabeth Jimenez and Maria Murillo were also
21 employees of Learn4Life, who were terminated after taking medical leave. This pattern reveals a
22 troubling practice: Learn4Life systematically discards employees who need medical leave and/or
23 accommodations.

24 8. Ms. Stuht's abrupt dismissal came just five months into her remission, while she still
25 required ongoing cancer monitoring, estrogen blocker treatments, and bone density tests. Learn4Life
26 refused to extend her health insurance beyond July 31, 2025 - leaving her scrambling to afford
27 COBRA and forcing her to accelerate her knee surgery to August before her coverage expired. After
28 12 years of exemplary service, consistently positive performance reviews, multiple raises, and

1 unwavering loyalty to the organization, Ms. Stuht was cast aside when she needed her employer
2 most.

3 9. To redress the harms suffered, Ms. Stuht brings claims for: (1) Physical Disability
4 Discrimination in violation of Government Code §12940(a); (2) Failure to Provide Reasonable
5 Accommodation in violation of Government Code §12940(m); (3) Failure to Engage in the
6 Interactive Process in violation of Government Code §12940(n); (4) Retaliation for Requesting
7 Medical Leave and Accommodations in violation of Government Code §12945.2 and §12940(m)(2);
8 and (5) Failure to Prevent Discrimination and Retaliation in violation of Government Code
9 §12940(k).

10 JURISDICTION AND VENUE

11 10. The Superior Court of the State of California has jurisdiction over this action
12 pursuant to Article VI §10 of the California Constitution because this case is a cause not given by
13 statute to other trial courts. Federal jurisdiction does not exist in this case because there is no federal
14 question implicated and because there is not complete diversity of citizenship.

15 11. This Court has personal jurisdiction over Defendants because Defendants do
16 business in, and conduct a substantial amount of business within, the State of California. During the
17 relevant period, Defendants did sufficient business in, had sufficient contacts with, and intentionally
18 availed themselves of the laws and markets of California through the operation of Learn4Life, a
19 non-profit charter school network operating multiple schools across California, including eight
20 schools in the San Diego region, as to render exercise of jurisdiction by California courts
21 permissible. The violations of law described hereinafter were carried out within the County of San
22 Diego, State of California.

23 12. Venue is proper in the County of San Diego in accordance with Code of Civil
24 Procedure §§395 and 395.5 and Government Code §§12965(c)(3) and (a)(4) (allowing a civil action
25 to be brought “in a county in which unlawful practices were alleged to have been committed” and
26 “in the county in which the person claiming to be aggrieved would have worked . . . but for the
27 alleged unlawful practices”) because Defendants hired Ms. Stuht to work in this County, and many
28 of the acts and practices giving rise to Ms. Stuht’s claims occurred in this County.

THE PARTIES**Plaintiff**

13. Sharrene L. Stuht is a natural person, over 18 years old, residing in the County of San Diego, State of California. Ms. Stuht was an employee of Defendants from on or about August 1, 2013, until her wrongful termination on June 2, 2025, during which time Ms. Stuht was performing services for Defendants in the County of San Diego, State of California. Ms. Stuht is, and at all relevant times was, a member of a protected class within the meaning of the California Fair Employment and Housing Act, Government Code §12940, *et seq.* (“FEHA”), because she has physical disabilities—including breast cancer, effects of chemotherapy and radiation treatment, and knee deterioration—that grant her protection under the FEHA.

Defendants

14. Western Educational Corporation is a California non-profit corporation, registered with the California Secretary of State to do business in California, and with its principal place of business located at 177 Holston Drive, Lancaster, California 93535. During the relevant period, Western Educational Corporation was an “employer” under Government Code §12926(d).

15. Lifelong Learning Administration Corporation is a California non-profit corporation operating as an administrative management organization, similar to a charter management organization, registered with the California Secretary of State to do business in California, and with its principal place of business located at 177 Holston Drive, Lancaster, California 93535. During the relevant period, Lifelong Learning was an “employer” under Government Code §12926(d). Lifelong Learning is responsible for handling the Learn4Life schools’ finances, public relations, marketing, facilities, state and financial planning in relation to academics, funding, politics and legislation, which share interrelated operations, common management, centralized control of labor relations, and common ownership or financial control. On information and belief, Lifelong Learning is a subsidiary and/or affiliate of Defendant Western Educational Corporation and/or Educational Advancement Corp., which share interrelated operations, common management, centralized control of labor relations, and common ownership or financial control.

1 16. Educational Advancement Corporation (“EAC”) is a California non-profit
2 corporation registered with the California Secretary of State to do business in California, and with
3 its principal place of business located at 177 Holston Drive, Lancaster, California 93535. During the
4 relevant period, Educational Advancement Corp. was an “employer” under Government Code
5 §12926(d). Educational Advancement Corp. controls the vast majority of the Learn4Life Boards, is
6 the sole member of Lifelong Learning, according to Lifelong Learning’s tax filings, and manages,
7 operates and controls Western Educational and Lifelong Learning. On information and belief,
8 Educational Advancement Corp. is an affiliate of Defendants Western Educational Corporation
9 and/or Lifelong Learning, which share interrelated operations, common management, centralized
10 control of labor relations, and common ownership or financial control.

11 17. In doing the acts alleged herein, Defendants’ employees, subcontractors, and agents
12 acted within the course and scope of their employment and agency with the same corporate entities.
13 Defendants engaged in the acts alleged herein and/or condoned, permitted, authorized, and/or
14 ratified the conduct of its employees, subcontractors, and agents, and are vicariously liable for the
15 wrongful conduct of their employees, subcontractors, and agents alleged herein.

16 18. Ms. Stuht does not know the true names and capacities of defendants DOES 1
17 through 25, inclusive, and therefore sues them by these fictitious names. Ms. Stuht will amend this
18 Complaint to include their names and capacities once they are known. Ms. Stuht is informed and
19 believes, and on that basis alleges, that each of the defendants designated as a DOE is legally
20 responsible in some manner for the occurrences alleged in this Complaint and unlawfully caused
21 the injuries and damages to Ms. Stuht as alleged in this Complaint.

22 19. Ms. Stuht is informed and believes, and thereon alleges, that each defendant is, and
23 at all times mentioned was, the agent, employee, or representative of each other defendant. Each
24 defendant, in doing the acts, or in omitting to act as alleged in this Complaint, was acting within the
25 scope of his or her actual or apparent authority, or the alleged acts and omissions of each defendant
26 as agent were subsequently ratified and adopted by each other defendant as principal.

EXHAUSTION OF REMEDIES

20. On June 9, 2026, Ms. Stuht filed a charge of discrimination with the California Civil Rights Department (“CRD”) against Defendants. That same day, the CRD closed Ms. Stuht’s case against Defendants and issued a Right-to-Sue letter. *See* Exhibit 1 attached hereto. Therefore, Ms. Stuht has exhausted her administrative remedies.

21. On July 9, 2026, Ms. Stuht amended her charge of discrimination with the California Civil Rights Department (“CRD”) against Defendants. That same day, the CRD closed Ms. Stuht’s amended case against Defendants and issued an amended Right-to-Sue letter. *See* Exhibit 2 attached hereto. Therefore, Ms. Stuht has exhausted her administrative remedies.

FACTS COMMON TO ALL CAUSES OF ACTION

I. Learn4Life Is One of California’s Largest Charter School Networks, Receiving Hundreds of Millions in State Funding Each Year

22. Learn4Life is one of the state’s largest charter school networks, with 65 locations that serve about 20,000 students each year.¹ Learn4Life serves some of the state’s most vulnerable young people: students behind on graduating, foster youth, and students who are homeless, pregnant or living in poverty. *UT: This Isn’t Right*, at 2.

23. In San Diego County, Learn4Life operates 7 locations in San Diego, Chula Vista, El Cajon, Vista, Escondido, Lakeside, and Lemon Grove. *Id.* at 7.

A. Learn4Life Brought in \$451 Million in Government Funding Last Year

24. Learn4Life receives hundreds of millions of taxpayer dollars every year to provide independent study education, where students learn primarily on their own. *Id.* at 2, 8. In fact, Learn4Life’s California schools brought in \$451 million in government funding during the 2023-2024 school year, the latest year for which the schools’ audits are available. *Id.* at 5.

¹ Kristen Taketa, “This isn’t right: Teachers question priorities, track record of Learn4Life charter schools,” San Diego Union Tribune, Oct. 5, 2025, at 2, cited as “*UT: This Isn’t Right*”

B. Learn4Life Has Faced Recent Criticism by Teachers and Staff for Their Independent Study Model and Questionable Practices

25. Teachers and staff and Learn4Life have recently expressed concern over Learn4Life’s educational model, stating that it has systematically failed many of its students. They state that this model takes students who need the most support and structure and gives them an education with little of either, where they do not have to see a teacher more than once a week, and they learn on their own using take-home assignment packets. *UT: This Isn’t Right*, at 3.

26. As of 2024, California’s Learn4Life schools graduated only 29% of students within five years of starting high school, which is lower than most high schools, including those that serve similar student populations. *Id.* at 5.

27. Teachers also reported that Learn4Life administrators often pressured teachers to falsely inflate students’ Average Daily Attendance (“ADA”) figures in order to provide the students more credits, and increase the funding Learn4Life received from the state. In fact, in two Learn4Life schools the average daily attendance numbers even *exceeded the number of students they enrolled!* The difference constituted at least \$18.6 million in state funding, based on California’s base per-pupil funding rate. *Id.* at 11-12.

II. Defendant Lifelong Learning’s Role

A. Lifelong Learning Largely Manages Western Educational and the other Learn4Life Schools

28. The common thread among the Learn4Life schools is that “they pay and are largely managed by one entity: Lifelong Learning.”² Lifelong Learning was created in 2015 by Dante Simi, the co-founder of Learn4Life, as founding president, and his son-in-law Skip Hansen – today Lifelong Learning’s president – as its founding secretary. *Id.* at 5.³

29. Lifelong Learning is responsible for handling the Learn4Life schools’ finances, public relations, marketing, facilities, state and financial planning in relation to academics, funding,

² See Kristen Taketa, “In Learn4Life charter school network, millions of taxpayer dollars get spent by one private corporation,” San Diego Union Tribune, Oct. 6, 2025, at 5, cited as “*UT: Millions of Taxpayer Dollars*.”

³ See Organizational Chart created by Plaintiff, attached hereto as Exhibit 3.

1 politics and legislation. which share interrelated operations, common management, centralized
 2 control of labor relations, and common ownership or financial control. *Id.* at 5. On information and
 3 belief, Lifelong Learning is a subsidiary and/or affiliate of Defendant Western Educational
 4 Corporation and/or EAC, which share interrelated operations, common management, centralized
 5 control of labor relations, and common ownership or financial control.

6 30. Lifelong Learning helps develop and implement Western Educational and other
 7 Learn4Life schools' educational model and curriculum, administer state standardized testing,
 8 provide special education services, maintain student records and set the schools' academic
 9 calendars. *Id.* at 5-6. Lifelong Learning also helps schedule school board meetings and prepare
 10 board meeting agendas and minutes. *Id.* at 6.

11 31. In return for providing these services, Lifelong Learning is paid by Learn4Life
 12 approximately 15% of its revenue, on top of charges for specific services, like marketing. *Id.*

13 32. Indeed, Lifelong Learning acknowledges in its non-profit tax filings that "Lifelong
 14 Learning Administration Corporation LLC *reviews the minutes of each of the [schools'] board*
 15 *meetings* and *routinely meets with the principal officers of each [school].*"⁴ It represents that "such
 16 meetings are held to *discuss and assess various services* LLAC provides to its [schools] and
 17 determine how LLAC can best assist each of its [schools] in the future." *Id.*

18 33. Lifelong Learning represents that it "*documents the recommendations from its*
 19 *[schools]*" and that it and its schools "jointly engage in advocacy, develop communications and
 20 marketing plans for the [schools]," and that it *jointly with the schools "assess[es] the [school's]*
 21 *educational needs, financial management needs, human resources needs*, operational needs, and
 22 compliance needs." It states that Lifelong Learning "provides services to its [schools] in *all of these*
 23 *areas.*" Lifelong Learning states that it is "an *integral part of the operations of each of the [schools,*
 24 *including Western Educational] it supports,*" and that it "satisfies the 'responsiveness' test
 25 contained in Treasury Regulation Section 1.509A13." *Id.*

26
 27
 28 ⁴ See Lifelong Learning's nonprofit tax filing Form 990, Part VII, Section B, filed May 7, 2026 for
 the 2025 school year beginning July 1, 2024 and ending June 30, 2025.

B. Learn4Life Has Paid At Least \$400 Million of Taxpayer Dollars to Lifelong Learning

34. Learn4Life has paid hundreds of millions of dollars to Defendant Lifelong Learning, which manages much of the Learn4Life schools' operations. *See UT: Millions of Taxpayer Dollars*, at 2-3. Lifelong Learning operates outside the state's transparency laws, despite the large role it plays in running the Learn4Life public charter schools and despite the fact that the corporation is being funded primarily with the public school dollars Learn4Life public charter schools pay it. *Id.*, at 3.

35. Lifelong Learnings' assets have more than ***tripled*** in four years, from \$18 million in 2021 to ***\$63.4 million*** in 2025. *Id.* Altogether, over six years, from 2019 to 2024, California's Learn4Life schools have paid ***\$400 million*** to Lifelong Learning, according to its tax filings.

36. In 2025, Learn4Life Schools paid Lifelong Learning ***\$71.3 million***, with ***Western Educational Corp. alone paying Lifelong Learning \$16.3 million in 2025***, as shown below and in Lifelong Learning's nonprofit tax filings filed on May 7, 2026:⁵

#	Learn4 Life School	Money paid to Lifelong Learning in 2025
1	Western Educational Corp.	\$16.3 million
2	Alta Vista Public Charter Inc.	\$7.4 million
3	Antelope Valley Learning Academy	\$14.5 million
4.	Crescent View South, Inc.	\$8.4 million
5	Crescent View West Public Charter	\$5.3 million
6	Desert Sands Public Charter	\$7.9 million
7	Diego Plus Education Corp.	\$1.3 million
8	Flex High School Inc.	\$.7 million
11	Mission View Public Charter	\$1.2 million
12	Ridgeline Education Corp.	\$.3 million
13	Sierra Educational Advancement Corp.	\$1.9 million
14	Vista Real Public Charter, Inc.	\$6.1 million
	TOTAL:	\$71.3 million

⁵ See Lifelong Learning's nonprofit tax filing Form 990, Schedule R, filed May 7, 2026 for the 2025 school year beginning July 1, 2024 and ending June 30, 2025.

C. Lifelong Learning Has Paid Millions to its Executives and Millions More in Lobbying

37. Lifelong Learning has used over \$400 million of California taxpayer money it received to pay its top executive, Dante Simi (“Simi”), \$600,000 per year, and as much as \$680,000 in the 2017-2018 fiscal year. *Id.* at 3. Simi retired from Lifelong Learning in 2019 after a claim was filed against him. *Id.* at 10. Lifelong Learning also hired multiple members of Simi’s family for high-paying executive jobs – his son-in law, Skip Hansen, currently makes \$479,000 as President; his son, Dane “Tres” Simi is Vice President of Facilities, earning \$335,000 in 2025, and his late wife, Linda Simi, was an Executive Vice President. *Id.* at 9-10. CEO Peter Faragia made more than \$504,000 in 2025, and Lifelong Learning’s prior national Superintendent Reese Caprice Young made \$528,000 in 2021-2022. *Id.* at 9.

38. Indeed, Lifelong Learning paid its executives over ***\$4.6 million in 2025***, as shown below and in its nonprofit tax filings filed on May 7, 2026, and paid ***four executives more than \$400,000 each***.⁶

#	Lifelong Learning Executives	Compensation in 2025
1	Peter Faragia, CEO	\$504K
2	Skip Hansen, President	\$479K
3	Chad Gray, COO	\$468K
4	Guita Sharifi, CFO	\$422K
5	Christopher Hodge, Chief Academic & Production Officer	\$390K
6	Robert Morales, Chief External Affairs Officer	\$373K
7	Nicole Perkins, Chief HR Officer	\$346K
8	Claudio Wohl, Senior VP Finance	\$336K
9	Dante Simi, Senior VP Facilities	\$335K
9	Patrick Hill, VP Opportunity	\$329K
10	Michelle Lopez, VP Legal Counsel	\$316K
11	Valerie Chase, Senior VP Business	\$313K
12	Ethan Johnson, Director	\$10.5K
13	Rawleigh Smith	\$10.5K
14	David Mahaffy	\$6K
	TOTAL:	\$4,638,000

⁶ See Lifelong Learning’s nonprofit tax filing Form 990, Schedule J, filed May 7, 2026 for the 2025 school year beginning July 1, 2024 and ending June 30, 2025.

39. By comparison, the superintendent of the San Diego Unified School District, which at the time served roughly five times as many students, was paid \$273,000 that year. *Id.* at 9-10.

40. Lifelong Learning also paid over **\$3.6 million** to its independent contractors in 2025, including:⁷

#	Lifelong Learning Independent Contractors	Compensation in 2025
1	Law Offices of Bill J. Thompson	\$722K
2	Data Design Solutions	\$1.9 million
3	Miller Law Office PC	\$402K
4	Paycom Payroll	\$229K
5	Charter Communications	\$386K
	TOTAL:	\$3,639,000

41. Finally, Lifelong Learning has also spent \$2.3 million in lobbying state lawmakers, primarily to push for charter school funding and oppose new oversight and legislation. *Id.* at 10. It spent \$450,000 in the first two quarters of 2025 – more than any school district, other charter school, or even more than the California Federation of Teachers Union. *Id.*

III. The Role of Defendant Educational Advancement Corporation (“EAC”)

A. EAC Manages, Operates and Controls Western Educational and Lifelong Learning

42. EAC is the sole member of Lifelong Learning, according to Lifelong Learning’s tax filings, and manages, operates and controls Western Educational and Lifelong Learning. *See UT: Millions of Taxpayer Dollars*, at 11. It also controls the vast majority of the Learn4Life Boards. *Id.* On information and belief, EAC is an affiliate of Defendants Western Educational Corporation and/or Lifelong Learning, which share interrelated operations, common management, centralized control of labor relations, and common ownership or financial control.

⁷ See Lifelong Learning’s nonprofit tax filing Form 990, Part VII, Section B, filed May 7, 2026 for the 2025 school year beginning July 1, 2024 and ending June 30, 2025.

B. EAC Is the Sole Member of Lifelong Learning, and Was Created by Lifelong Learning Attorney Bill Thompson to Manage and Operate Learn4Life's Charter Schools

43. Lifelong Learning's attorney Bill Thompson created EAC, and it is housed from the same address as his law firm. *See UT: Millions of Taxpayer Dollars*, at 7. The founding executive officers of EAC – including Simi, Hansen and Brown – were Lifelong Learning's top executives. *Id.*

44. EAC was created to manage and operate California charter schools, according to its articles of incorporation. *Id.* It has the power to appoint the trustees of Learn4Life school boards as the schools' "sole member," or sole controlling entity, according to the school corporations' bylaws and tax filings. *Id.* As sole member, it also has the power to amend the schools' articles and bylaws and dissolve the schools. *Id.*

45. EAC was also the ***sole member of Lifelong Learning***, as recently as 2019, according to Lifelong Learning's tax filings. *Id.*

C. The California Court of Appeal Has Previously Found EAC to be an Alter Ego of Western Educational Corporation and Lifelong Learning

46. The California Court of Appeal has recently found that EAC is an alter ego of Western Educational Corporation, San Diego Workplace Innovation High School and Lifelong Learning. *See Grossmont Union High School Dist. v. Diego Plus Educ. Corp.*, 98 Cal. App. 5th 552, 566-567 (2023). In that opinion, written by Justices Joan Irion, Judith McConnell and William Dato, the Court considered an evidentiary hearing before Judge David Danielsen in the San Diego Superior Court. Over the course of a 3-day evidentiary hearing, the San Diego Superior Court heard multiple witnesses testify that Western Educational (which operated, and still operates, as San Diego Workplace Innovation High School "SDWIHS") was an alter ego of Learn4Life corporations Lifelong Learning, EAC and a former Learn4Life school, Diego Plus. *Id.*

47. Plaintiff Grossmont Union explained that the Learn4Life school Diego Plus "is one branch of a large group of related corporations operating charter schools throughout the State, and ***all controlled by the Lifelong Learning Administration Corporation... under the Learn4Life name***," and that ***Western Educational was part of that Group***. *Id.* at 566. Plaintiff Grossmont

1 contended, as does Plaintiff Stuht here, that “Learn4Life/Lifelong Learning have *used their charter*
 2 *schools as an elaborate shell game*,” shifting money, but “*controlled by the same people and*
 3 *organization*.” *Id.*

4 48. The San Diego Superior Court found that “*the evidence submitted ... more than*
 5 *sufficiently establishes that...EAC, Lifelong Learning, Western Educational and SDWIHS are*
 6 *the alter egos* of Diego Plus.” *Id.* at 567, citing *Grossmont Union High Sch. Dist. v. Diego Plus*
 7 *Educ. Corp.*, 2021 Cal. App. Unpub. LEXIS 1067 (2021), “*Grossmont 2021*.” The trial court stated:
 8 “*Learn4Life is more than a trademark: It is, in fact, a single entity operating all of the charter*
 9 *schools at issue in these proceedings*.” *Id.*, citing *Grossmont 2021*. Likewise, here, EAC is an alter
 10 ego of Western Educational, SDWIHS, and Lifelong Learning and is a proper defendant.

11 **D. The Learn4Life Schools, Including Western Educational, Do Not Properly** 12 **Disclose Their Relationships with EAC or Lifelong Learning**

13 49. Under California law, SB 126, passed in 2019, organizations which manage charter
 14 schools *must* comply with the same transparency requirements that school districts and charter
 15 schools must follow — including the Brown Act, which requires open board meetings, and the
 16 Public Records Act. See *UT: Millions of Taxpayer Dollars*, at 9.

17 50. However, the Learn4Life school corporations, including Defendant Western
 18 Educational, *do not disclose their relationships with EAC or Lifelong Learning on their annual*
 19 *audits*, even though accounting standards for nonprofit corporations say related parties must be
 20 disclosed. *Id.* In the 2019 audit of the Orange County Learn4Life school, California’s school
 21 auditing agency (the Fiscal Crisis and Management Assistgance Team, or “FCMAT”) said it “found
 22 inconsistencies within the charter school audit reports that *do not fully and transparently describe*
 23 *the organizations within the Learn4Life network*.” *Id.* at 8.

24 **IV. Defendant Western Educational Had Sufficient Funds to Continue to Employ Ms.** 25 **Stuht**

26 **A. Western Educational Had \$110.5 Million in Revenue in FY 2025**

27 51. While Western Educational told Ms. Stuht in July 2025 it was terminating her
 28 because it could no longer afford to pay her salary of \$79,000/year, Western Educational earned

\$110.5 million in revenue in FY 2025 – up from ***\$98.4 million*** in revenue in FY 2024, according to its public nonprofit tax filings.⁸

B. Western Educational Highly Paid its Executives and Key Employees

52. While Western Educational told Ms. Stucht it had to eliminate her \$79,000/year position to save costs, meanwhile, Western Educational and Lifelong Learning were paying huge salaries to their officers, directors and other “key” employees that vastly exceed what most school district executives and employees make.

53. Indeed, Western Educational paid its executives and key employees over ***\$3.3 million in 2025***, as shown below and in its nonprofit tax filings filed on May 7, 2026, and paid ***three executives more than \$300,000 each***:⁹

#	Western Educaitonal Executives and Key Employees	Compensation in 2025
1	Jeri Vincent, CFO	\$422K
2	Jeff Brown, CEO	\$388K
3	Darin Bower, COO	\$336K
4	Shellie Hanes, Area Superintendent	\$292K
5	Corrine Manley, Area Superintendent	\$270K
6	Janet Wilson, Former Area Superintendent	\$257K
7	Cherie Padilla, Program Director	\$216K
8	Kenneth Larson, Teacher	\$206K
9	Amanda Clark, Principal	\$198K
10	Colin Opseth, Teacher	\$197K
11	Liliana Childs, Teacher	\$183K
12	Lindsay Reese, Area Superintendent	\$138K
13	Julie Parra, Former Area Superintendent	\$130K
14	Michael Adams, President of Board	\$27K
15	Claudette Beck, Secretary of Board	\$27K
16	David Rathgeber, Director of Board	\$9K
17	Frank Lukacs, Director of Board	\$8K
18	Susan Alderson, Director of Board	\$8K
	TOTAL:	\$3,312,000

⁸ See Western Educational’s nonprofit tax filing Form 990, Part VII and Schedule J, filed May 7, 2026 for the 2025 school year beginning July 1, 2024 and ending June 30, 2025.

⁹ See Western Educational’s nonprofit 501(c)(3) tax filing Form 990, Part I, filed May 7, 2026 for the 2025 school year beginning July 1, 2024 and ending June 30, 2025.

C. Western Educational Is Led by the Same Executives as Other Learn4Life Schools – There Is Common Control

54. The Learn4Life Schools in California are led by the same executives – Learn4Life co-founder Jeff Brown is the CEO for *all but one* of them. *See UT: Millions of Taxpayer Dollars*, at 7. Shelli Hanes is Superintendent for *all* of them, and Jeri Vincent is CFO for *every school*, according to the schools’ audits. *Id.*

55. Likewise, at Western Educational, the five board members: Michael Adams (President), Claudette Roberts Beck (Secretary), David Rathgeber, Frank Lukacs and Susan Alderson (Directors) *sit on at least five to seven Learn4Life Boards together* – including, San Diego Innovation High School Board, the Riverside Innovation Academy Board, the Orange County Workforce Innovation High School Board, and the Alta Vista Innovation High School Board, according to their publicly available board meeting agendas.

56. Michael Adams is also the former Palmdale city housing manager (close to Lancaster, where Lifelong Learning is based), and he and Claudette Beck sit on a total of *seven Learn4Life Boards*. *Id.* at 8.

57. Furthermore, Lifelong Learning CFO Guita Sharifi presents the Finance Updates at the Western Educational/San Diego Innovation High School Board meetings¹⁰ and the Orange County Innovation High School Board meetings.¹¹

V. Ms. Stuht Was a Hard Working and Loyal Employee at Learn4Life for 12 Years

58. Ms. Stuht has had essentially two long-term jobs in her professional life. She ran after-school programs for 23 years at Social Advocates for Youth. Then she was a Head Coach and Athletic Coordinator for 12 years at Learn4Life.

¹⁰ *See* San Diego Innovation High School Board meeting agendas at <https://innovationsandiego.org/board-meetings/> (last accessed July 10, 2026).

¹¹ <https://innovationhigh.org/board-meetings/><https://innovationsandiego.org/board-meetings/> (last accessed July 10, 2026).

A. Ms. Stuht Built Learn4Life's Successful Sports Program from the Ground Up

59. Ms. Stuht began her employment with Learn4Life in August 2013 as a Head Coach, hired to build a women's basketball team and develop small athletic programs for the organization.

60. Ms. Stuht excelled in her role and, after approximately two years, was promoted to Athletic Coordinator, where she oversaw sports programs at eight schools across the San Diego region, organizing four teams that competed against each other. She also took underprivileged kids in her program on a field trip to the opera every year and took a core group of athletes in her program to the Baseball Hall of Fame in New York to give presentations on famous people that influenced their lives. She built Learn4Life's athletic programs from the ground up, creating all the athletic forms, documents, and operational procedures that the organization continues to use today.

B. During the Pandemic, Ms. Stuht Willingly Served as a "Truancy Officer"

61. During the COVID-19 pandemic, Learn4Life transitioned Ms. Stuht to a truancy/retention officer support staff, where she spent time calling students who were not turning in work or had gone missing, even travelling to their houses to check in on them.

62. Many Learn4Life teachers and staff viewed this as a thankless and frustrating job. "I felt like a debt collector," said teacher Krstine Parsons, who quit, in part, due to the "constant slog of begging students" to turn in their work. *UT: This Isn't Right*, at 11.

63. Ms. Stuht, however, willingly took on this role and excelled at this work, building strong relationships with students and their families and successfully getting students to answer her calls and return to school.

C. Since the Pandemic, Ms. Stuht Served Dual Roles – San Diego Region Athletic Coordinator and Truancy Officer

64. After the pandemic, Learn4Life determined that the Athletic Coordinator position was no longer full-time and combined Ms. Stuht's duties, requiring her to serve as both Athletic Coordinator and truancy/retention officer support staff. Ms. Stuht accepted these expanded responsibilities without complaint and performed both roles capably for the remainder of her employment.

65. Throughout her 12-year career at Learn4Life, Ms. Stucht demonstrated unwavering dedication to her students and her work. She rebuilt all the sports programs after the pandemic, restarted the soccer league in February 2025, and was actively planning for the 2025-26 school year by ordering equipment, scheduling volleyball programs, starting boxing programs, and developing a new women's leadership curriculum pilot program.

D. Ms. Stucht Maintained an Exemplary Performance Record

66. Ms. Stucht maintained an exemplary performance record throughout her employment. Her performance reviews were consistently "satisfactory or above satisfactory." She received all company bonuses and was granted two raises that she requested since 2020. She had no disciplinary write-ups or documented performance issues during her entire 12-year tenure.

67. Ms. Stucht was known as a loyal, hardworking, and dedicated employee who went above and beyond for her students and the organization. She created curriculum materials, coordinated logistics across multiple school sites, and took on additional responsibilities whenever asked, including driving students in the athletic van and personally coaching teams to ensure students could participate in sports programs.

E. The Sports Programs Ms. Stucht Created Were Valuable, Gave Incentive to Students to Succeed and Were Some of the Only "Hands On" Teaching Students at Learn4Life Received

68. The sports programs Ms. Stucht created and ran were a great benefit to Learn4Life students. In a program that consisted mainly of meeting with a teacher for a few minutes once a week and turning in a "learning packet," the sports programs were a rare opportunity for students to directly learn from an experienced coach, attend practices, and compete in games against other schools.

69. In addition, the sports program provided incentive for students to complete their core subjects and earn credits toward graduation. In order to participate in team sports, they were required to complete one core credit (such as Math or English) every other week while also earning a sport (PE) credit during the other two weeks. Thus, having a sports program gave them incentive to complete their core credits. Many of the students in Ms. Stucht's programs earned two core credits and two sports each Learning Period (LP).

70. Indeed, Learn4Life currently represents on its website that its “[s]ports programs [] promote teamwork, discipline, and motivation, *encouraging students to stay engaged and active.*”¹² The website represents that “students can choose from interscholastic soccer, cross country and spirit squad as well as non-interscholastic basketball, volleyball, yoga, Ultimate Frisbee, Mush-ball, and strength and conditioning.” *Id.*

71. Learn4Life acknowledges on its website that its “[i]nternal data reveals that *student athletes perform better in school.*” *Id.* In fact Learn4Life states that: “[o]ur athletes in the *Learn4Life program completed 49% more credits than non-athlete students.*” *Id.*

72. Indeed, Learn4Life schools that do not have the benefit of having sports programs instead issue written “PE Learning Packets” to its students that they fill out at home (requiring approximately one hour) and turn in for 1 credit – there is *no actual physical activity involved.*

73. By contrast, Ms. Stuht’s students would spend *10 hours practicing and playing in competitive games against other schools*, for one credit.

VI. Ms. Stuht’s Cancer Diagnosis and Treatment

74. In August 2023, Ms. Stuht was diagnosed with breast cancer. Despite this devastating diagnosis, she continued working through her chemotherapy treatment, completing 6 rounds of chemotherapy while still fulfilling her job responsibilities and finishing the football league season.

75. On or about February 2, 2024, Ms. Stuht underwent a double mastectomy and took medical leave from her position, at which time she completed 4-5 rounds of Kadcylla chemotherapy; receiving 14 rounds of Kadcylla overall. She remained on medical leave through July 1, 2024, undergoing additional cancer treatment, and did not finish the Kadcylla chemotherapy treatment until December 31, 2024.

76. Prior to July 2024, Human Resources contacted Ms. Stuht and informed her that if she did not return to work, her job would no longer be protected. Concerned about losing her position

¹² Learn4Life High Schools, <https://learn4life.org/about/programs/athletics/> (last visited June 10, 2026).

1 and health insurance while still in active cancer treatment, Ms. Stuht returned to work on July 1,
2 2024, even though she was still undergoing medical treatment and experiencing severe side effects.

3 77. Throughout the remainder of 2024 and into early 2025, Ms. Stuht continued to work
4 while simultaneously attending medical appointments and dealing with significant physical
5 limitations caused by her cancer treatment. She endured 21 rounds of radiation therapy in August,
6 September, and October of 2024. The radiation treatment was so severe that Ms. Stuht suffered a
7 second-degree burn, yet she continued to work through much of her treatment. She suffered from
8 severe neuropathy in her feet from the chemotherapy, requiring her to wear Crocs or Ugg boots
9 instead of regular work shoes. The radiation treatment left her extremely tight and limited in her
10 ability to lift or perform certain physical tasks, necessitating ongoing occupational therapy.

11 78. By early 2025, Ms. Stuht was approximately five months into remission but still
12 required ongoing cancer monitoring, including regular oncologist visits, estrogen blocker
13 treatments, and bone density tests to monitor the effects of the estrogen blockers. Ms. Stuht was also
14 under the care of an orthopedic surgeon and in pain management for her knee during this time due
15 to her knee damage, trying different treatments to prolong the need for knee surgery. She continued
16 to experience physical limitations from her treatment, including severe neuropathy, tightness from
17 radiation, occasional “brain fog,” and joint pain in her hands, knees, and ankles due to a side effect
18 of estrogen blocker Femara.

19 **A. Ms. Stuht Continues Planning for the Upcoming School Year Throughout Spring of**
20 **2025**

21 79. Throughout the spring of 2025, Ms. Stuht was actively engaged in planning and
22 preparing for the 2025-26 school year. She was rebuilding all the sports programs that had been
23 disrupted by the pandemic, demonstrating her commitment to the students and the organization’s
24 mission.

25 80. In January 2025, Ms. Stuht attempted to start a football program but found
26 insufficient student interest. She focused on her truancy work and oversaw other programs such as
27 yoga classes, CrossFit/boxing classes, and dance classes.
28

1 81. In February 2025, Ms. Stuht successfully restarted the soccer league, coordinating
2 participation from all schools in the region. When one school declined to participate, she arranged
3 for a sports-oriented school to field two teams, ensuring all interested students could play.

4 **B. Ms. Stuht Creates a Pilot Women’s Leadership Curriculum and Program in Spring**
5 **2025**

6 82. Ms. Stuht was planning to move the volleyball season to an earlier time, had ordered
7 new shirts for the athletic programs, was developing boxing programs at multiple schools, was
8 planning to implement PFT (Physical Fitness Testing) the following year, and was creating a
9 comprehensive women’s leadership curriculum pilot program in collaboration with school
10 counselors.

11 83. Ms. Stuht had received approvals from her supervisor, Lindsay Reese, for her plans
12 for the upcoming school year. Everything appeared to be proceeding normally, and Ms. Stuht had
13 no indication that her position was in jeopardy or that Learn4Life was planning any staff reductions
14 or reorganization.

15 84. Ms. Stuht had created a detailed binder outlining her proposal for the women’s
16 leadership program, which would provide young female students with a curriculum to earn academic
17 credit while learning leadership skills. She had collaborated with a school counselor to develop a
18 plan to condense the program from ten weeks to five weeks so students could earn a credit more
19 efficiently, with plans to pilot the program and then roll it out to all schools in the region.

20 **C. Ms. Stuht Notifies Learn4Life on May 8 and May 15 that She Needed Accommodations**
21 **and Leave for Surgery on Her Left Knee, Which Deteriorated as a Result of**
22 **Chemotherapy**

23 85. As a direct result of the chemotherapy treatment, Ms. Stuht’s left knee joint
24 deteriorated at an accelerated rate. Her treating physician informed her that the chemotherapy had
25 attached to the joint and sped up the deterioration of her knee. Ms. Stuht began experiencing
26 significant pain and difficulty with mobility, but she committed to coaching volleyball for the
27 students during the season and planned to have knee reconstruction surgery in October 2025, after
28 the season concluded.

86. On May 6, Supervisor Lindsay Reese’s assistant, Jessica Flaven, emailed Ms. Stuht asking if she could drive the athletic van to take students to a gym up in Vista every other week, or said they could relocate the vans. Ms. Stuht responded the same day, and said she was fine with Learn4Life relocating the vans.

87. On May 8, 2025, Assistant Principal Tammy Friedeck of Learn4Life Innovation High School (who was copied on the May 6 emails) told Ms. Stuht she wanted Ms. Stuht to *drive the athletic van every other week from City Heights to Vista and back*, to take students to the gym. Ms. Friedeck told Ms. Stuht: “Since this falls under the sports criteria for the region, it sounds like a reasonable and appropriate fit” for you to do it.

88. Ms. Stuht informed Learn4Life Assistant Principal Friedeck via email on May 8, 2025 that she *had “an appointment with [her] knee doctor* next week, and [her] oncologist just gave [her] the go-ahead *for reconstructive surgery on [her] left knee,” after volleyball season (in October, 2025).*

89. Again on May 15, 2025, Ms. Stuht informed Learn4Life Assistant Principal Friedeck via email that she *“saw [her] knee doctor recently, and unfortunately, the news wasn’t great.”* Ms. Stuht explained that if she were to drive the van, *she would need accommodations to complete driving by 1:00 pm*, because *“sitting in traffic for extended periods really locks up my knee.”*

90. Assistant Principal Friedeck emailed Ms. Stuht on May 21, stating that they were having a meeting on May 29 to finalize the van schedule, and would send more details then.

VII. Just Two Weeks After Ms. Stuht Notifies Learn4Life She Will Need Accommodations and Medical Leave for Knee Surgery on May 15, Learn4Life Terminates Her on June 2, 2025

91. A week later, on May 27, 2025, Superintendent Lindsay Reese emailed Ms. Stuht, asking Ms. Stuht to meet her at the warehouse on June 2, 2025 to “talk through a few items related to the athletics programs and planning for next school year.”

92. It was rumored that “if you get invited to the warehouse, you’re getting terminated,” but Ms. Stuht dismissed this concern when she mentioned it to close friends at work, who assured her that Learn4Life would not terminate someone who was so integral to the sports programs. Ms.

1 Stuht also reasoned that all her equipment was stored at the warehouse and she went there frequently,
2 so a meeting there seemed routine.

3 93. On June 2, 2025, Ms. Stuht arrived at the warehouse for what she believed would be
4 a productive meeting about the direction of athletics programs for the coming school year. She
5 gathered volleyball shirts to distribute at school displays and went to meet with Superintendent
6 Reese.

7 94. When Ms. Stuht entered Superintendent Reese's office, Reese greeted her with a hug
8 and suggested they meet outside her office because it was too hot inside. Ms. Stuht brought the
9 binder containing her women's leadership curriculum proposal and began explaining it to
10 Superintendent Reese.

11 95. Superintendent Reese abruptly interrupted Ms. Stuht and said, "let me stop you right
12 there." At that moment, another door opened and an unfamiliar woman stepped out. Superintendent
13 Reese introduced the woman as Sara Chinchilla, a representative from Human Resources. Ms. Stuht
14 immediately recognized what was happening and asked directly: "Are you terminating me?"

15 96. Superintendent Reese confirmed that yes, Ms. Stuht was being terminated. Ms. Stuht
16 was blindsided by this news, having received no prior warning or indication that her job was in
17 jeopardy.

18 **VIII. Learn4Life's Claim that It Terminated Ms. Stuht for Financial Reasons, to Cut Costs,
19 Is Mere Pretext**

20 97. Superintendent Reese told Ms. Stuht on June 2, 2025 that they were terminating her
21 because the school *had to make cuts due to their financial condition*, and they were "*not going to
22 cut a teacher.*"

23 98. In the termination email from HR Representative Sara Chinchilla and letter that
24 followed dated June 2, 2025, Learn4Life more vaguely claimed that Ms. Stuht's position was being
25 eliminated due to "organizational *restructuring*," and "*business need.*" However, this explanation
26 is contradicted by multiple facts and circumstances.

A. Learn4Life Continued to Receive at Least \$450 Million in Taxpayer Dollars

99. First, there is no evidence that Learn4Life was struggling financially. As set forth above, the entity had received \$450 million/year according to the most recent figures available, and was profitable enough to pay administrators hundreds of thousands of dollars, and sock away tens of millions to its private corporation. *See* ¶¶22-26 above.

B. The Timing of Ms. Stucht's Termination – Just Two Weeks After Disclosing Her Need for Accommodations and Leave for Surgery – Demonstrates Pretext

100. Second, the timing of Ms. Stucht's termination— just two weeks after disclosing to Learn4Life that she would need accommodation for her knee and additional medical leave for knee reconstruction surgery further demonstrates pretext.

C. Learn4Life Continued to Publicly Advertise its Athletic Programs

101. Third, at the time Learn4Life terminated Ms. Stucht, it continued on its website to actively advertise that it offered sports and athletics programs. There was no mention of these programs being cut due to financial reasons. Indeed, another employee, Ron, who worked for Learn4Life in the Fresno region, continued to run full athletics leagues similar to those Ms. Stucht managed in San Diego.

D. Learn4Life Did Not Eliminate Ms. Stucht's Role as Truancy Officer

102. Fourth, while Learn4Life contends that Ms. Stucht's position was eliminated, she was serving in dual roles at the time she was terminated -- San Diego Region Athletic Coordinator, and truancy officer support staff. The latter position, sometimes more euphemistically referred to as "Student Retention Support" is essentially a "student chaser," whose job is to contact students and their parents and try to get them back to coming into the school at least once a week, so Learn4Life can continue receiving California taxpayer funding for them.

103. Ms. Stucht's role as truancy officer support staff, or Student Retention Support, was definitely not eliminated. Indeed, as San Diego area Superintendent Reese recently told the Union Tribune, "calling students who are not turning in work is a schoolwide effort and a necessary part of the job." UT: This Isn't Right, at 11.

104. Indeed, Shellie Hanes, who serves as Superintendent over all of Learn4Life's schools told the UT: "Is there pressure to call? 100%, and I wouldn't back away from that." Id.

105. In her role as truancy officer support staff, Ms. Stuht actually *made money* for Learn4Life by increasing its ADA numbers, which *increased Learn4Life's revenue*.

E. Learn4Life Principal Had Just Sent a Survey Regarding the Athletic Programs Ms. Stuht Was Running and Planning on May 14, 2025

106. Fourth, Learn4Life Principal Lisa Youngflesh at Innovation High School had just sent a survey to the City Heights Learn4Life team, including Ms. Stuht asking about what sports programs the students would be interested in. Ms. Stuht completed the survey and promptly wrote back to Principal Youngflesh expressing enthusiasm for coaching volleyball and soccer, discussing basketball, developing a dance curriculum, and bringing back yoga, if there was interest. There was no indication that the sports program was to be cut in two weeks.

F. Ms. Stuht Prepared a Curriculum for Sports and Women's Leadership for the Upcoming 2025-2026 Year

107. Fifth, Ms. Stuht had prepared a curriculum for the upcoming 2025-26 school year to discuss with Supervisor Superintendent Reese, including the women's leadership curriculum, volleyball schedule changes, new equipment orders, and boxing programs. Ms. Stuht was under the impression that she would be discussing this curriculum with Superintendent Reese during their meeting on June 2, 2025 as the meeting was requested "to talk through a few items related to the athletics programs and planning for next school year." There was no indication that the programs would be cut or that Ms. Stuht's position was at risk.

IX. Learn4Life Refuses to Accommodate Ms. Stuht with Another Position, Despite Her Pleas

108. Ms. Stuht immediately pleaded with Superintendent Reese not to terminate her and take away her health insurance. Ms. Stuht explained that she was still undergoing cancer treatment and monitoring, including ongoing estrogen blocker treatments, bone density tests, and regular oncologist visits to ensure she remained in remission. She emphasized that she was only five months into remission and desperately needed to maintain her health insurance coverage.

1 109. Ms. Stuht asked Superintendent Reese if Learn4Life could create a position for her,
2 accept a pay cut, or allow her to work part-time—anything that would enable her to maintain her
3 health insurance benefits. Superintendent Reese mentioned a front desk position that paid
4 approximately \$20 per hour but then stated she had nothing to offer Ms. Stuht.

5 110. Ms. Stuht pointed out that she knew Learn4Life had created positions for other
6 employees in the past and asked why they could not do the same for her after 12 years of loyal
7 service. Superintendent Reese repeated that she had nothing to offer.

8 111. The HR representative then stated that Ms. Stuht was welcome to go online and apply
9 for open positions. Ms. Stuht challenged this suggestion, asking, “if I’m welcome to go online to
10 apply, wouldn’t you just give me a position?”

11 112. Ms. Stuht directly confronted them about the real reason for her termination, stating:
12 “You’re firing me because I got cancer and have to get my knee reconstructed, and it’s an
13 inconvenience to you. Learn4Life had no response, other than to weakly deny her statement.

14 113. Ms. Stuht asked Learn4Life to extend her health insurance coverage through
15 September 2025 to provide a few additional months of coverage while she transitioned to new
16 insurance. Learn4Life refused.

17 114. When Ms. Stuht asked what would happen next, Superintendent Reese told her she
18 could take the rest of the day off without having to account for the time. However, by that point,
19 Ms. Stuht only had approximately one hour to one and a half hours remaining in her workday—a
20 meaningless gesture given the devastating news she had just received.

21 115. As the meeting concluded, Superintendent Reese asked Ms. Stuht for a hug. Ms.
22 Stuht stood there in shock as Superintendent Reese hugged her in what Ms. Stuht described as an
23 “awkward” moment. Ms. Stuht was completely blindsided and devastated by the termination.

24 **X. Learn4Life's Pattern and Practice of Terminating Employees Who Request or Take**
25 **Disability Leave**

26 116. Ms. Stuht is not the first employee to be terminated by Learn4Life after taking
27 disability leave or disclosing a need for medical accommodations. On information and belief,
28

Learn4Life has engaged in a pattern and practice of terminating employees who require extended medical leave or ongoing accommodations due to disabilities.

117. Tony Jefferson worked for Learn4Life and experienced swelling in his leg that required medical treatment. He went out on disability leave multiple times due to his leg condition, which was severe enough that he was at risk of losing his leg. After his disability leaves, Learn4Life terminated Mr. Jefferson's employment. Mr. Jefferson was allegedly told he could reapply for employment with Learn4Life, but when he attempted to follow up, the organization would not return his calls.

118. Yasmine Gonzalez worked for Learn4Life and was involved in a serious car accident in which she lost fingers on her hand. She took approximately one year of disability leave to recover from her injuries. After her disability leave, Learn4Life terminated her employment.

119. Elizabeth Jimenez and Maria Murillo were also employees of Learn4Life, who, on information and belief, were terminated after taking medical leave.

120. This pattern demonstrates that Learn4Life systematically retaliates against and terminates employees who need extended medical leave or ongoing accommodation due to disabilities, rather than engaging in the interactive process and providing reasonable accommodation as required by law. As a direct result of Defendants' conduct, Ms. Stuht has suffered, and continues to suffer, lost wages, humiliation, embarrassment, emotional distress, and mental anguish. Ms. Stuht is a victim of Defendants' unlawful practices and therefore brings this action to recover damages.

FIRST CAUSE OF ACTION

Physical Disability Discrimination – Disparate Treatment in Violation of Government Code §12940(a)

(Against All Defendants)

121. Ms. Stuht hereby realleges and incorporates by reference the allegations contained in the preceding and subsequent paragraphs, as if fully set forth herein.

122. Government Code §12940(a) makes it unlawful for "*an employer, because of the . . . physical disability [or] medical condition . . . of any person . . . to discharge the person from employment . . . or to discriminate* against the person in compensation or in terms, conditions, or

1 privileges of employment.” Gov’t Code §12940(a). “Physical disability” means “[h]aving any
2 physiological disease, disorder, [or] condition . . . that . . . [a]ffects one or more . . . body systems”
3 and “[l]imits a major life activity.” Gov’t Code §12926(m)(1). “‘Major life activities’ shall be
4 broadly construed and includes physical, mental, and social activities and working.” Gov’t Code
5 §12926(m)(1)(B)(iii). “Medical condition” includes “[a]ny health impairment related to or
6 associated with a diagnosis of cancer.” Gov’t Code §12926(i)(1).

7 123. At all relevant times mentioned herein, Defendants were employers and Ms. Stuht
8 was Defendants’ employee.

9 124. At all relevant times mentioned herein, Ms. Stuht was in a class of persons protected
10 by Government Code §12940 because of her physical disabilities—namely, breast cancer, effects of
11 chemotherapy and radiation treatment including severe neuropathy and tightness, knee joint
12 deterioration, and other symptoms. At all relevant times, Defendants were aware of Ms. Stuht’s
13 physical disabilities.

14 125. Despite her physical disabilities, Ms. Stuht was able to perform her essential job
15 duties, at times with and at times without reasonable accommodations.

16 126. As alleged herein, and in violation of Government Code §12940(a), Defendants
17 discriminated against Ms. Stuht because of her physical disabilities. Among other adverse
18 employment actions, Defendants wrongfully terminated Ms. Stuht within weeks of her disclosing
19 that she would need knee reconstruction surgery. Her termination was purportedly based on position
20 elimination and organizational restructuring, but this was a pretextual reason. One of the main
21 motivating factors in Defendants’ decision to terminate Ms. Stuht was the company’s desire to avoid
22 providing ongoing medical accommodations, medical leave and insurance coverage for an employee
23 with continuing medical needs.

24 127. As a proximate result of Defendants’ wrongful conduct, Ms. Stuht has suffered, and
25 continues to suffer, substantial losses in earnings, earning capacity, and other benefits of
26 employment, all in an amount to be determined according to proof at the time of trial. Ms. Stuht will
27 also suffer tax consequences due to Defendants’ failure to pay Ms. Stuht money owed, which will
28

1 come due in a lump sum in the future. Accordingly, Ms. Stuht is entitled to an additional amount of
2 damages to offset the tax consequences of a lump sum award for lost earnings, plus interest.

3 128. As a further proximate result of Defendants' wrongful conduct, Ms. Stuht has
4 suffered, and continues to suffer, humiliation, embarrassment, emotional distress, and mental
5 anguish, all in an amount to be determined according to proof at the time of trial.

6 129. In performing the acts alleged, which were committed, authorized, and/or adopted
7 and approved by Defendants' officers, directors, or managing agents, Defendants acted with
8 oppression, fraud, malice, and with conscious disregard for the rights of Ms. Stuht, and Ms. Stuht is
9 therefore entitled to punitive damages against Defendants in an amount appropriate to punish and
10 make an example of Defendants.

11 130. Ms. Stuht is also entitled to attorneys' fees and costs pursuant to Government Code
12 §12965(c)(6), because of Defendants' wrongful conduct.

13 SECOND CAUSE OF ACTION

14 Failure to Provide Reasonable Accommodation for 15 Physical Disability 16 in Violation of Government Code §12940(m)

17 (Against All Defendants)

18 131. Ms. Stuht realleges and incorporates here by reference each and every allegation in
19 the preceding and subsequent paragraphs, as if fully set forth herein.

20 132. Government Code §12940(m) makes it *unlawful "[f]or an employer . . . to fail to*
21 *make reasonable accommodation for the known physical . . . disability of an . . . employee."* Gov't
22 Code §12940(m). Government Code §12926 defines "Physical disability" to include "[b]eing
23 regarded or treated by the employer . . . as having . . . any physical condition that makes achievement
24 of a major life activity difficult." Gov't Code §12926(m)(4); *see also Gelfo v. Lockheed Martin*
25 *Corp.*, 140 Cal. App. 4th 34, 53 (2006). "'Major life activities' shall be broadly construed and
26 includes physical, mental, and social activities and working." Gov't Code §12926(m)(1)(B)(iii).
27 Thus, employers must reasonably accommodate those individuals "regarded as" disabled. *Gelfo*,
28 140 Cal. App. 4th at 60-61.

133. The affirmative duties to engage in the interactive process and accommodate are “continuing” and they are “not exhausted by one effort.” *Swanson v. Morongo Unified Sch. Dist.*, 232 Cal. App. 4th 954, 969 (2014) (citation and quotation marks omitted). “[T]he term “reasonable accommodation” is to be interpreted flexibly.” *Prilliman v. United Air Lines, Inc.*, 53 Cal. App. 4th 935, 948 (1997) (citation omitted). The law provides a “non-exhaustive” list of accommodations, including job restructuring, transfer, part-time and modified work schedules, and extended leaves of absence, among many others. *Id.* (citation omitted); Gov’t Code §12926(p); 2 Cal. Code Regs. §§11065(p)(2), 11068(c).

134. At all relevant times mentioned herein, Ms. Stucht was in a class of persons protected by Government Code §12940 because of her disability and Defendants were aware of Ms. Stucht’s disability.

135. Ms. Stucht reported her disability to Defendants, including her ongoing need for cancer monitoring, treatment with estrogen blockers, bone density testing, occupational therapy, and upcoming knee reconstruction surgery. Defendants were aware of Ms. Stucht’s need for continued accommodation, but rather than engaging in an interactive process with Ms. Stucht, and instead of reasonably accommodating her disability, Defendants unlawfully terminated Ms. Stucht’s employment. Defendants could have provided a reasonable accommodation without undue hardship, including continued flexible work arrangements, modified work schedules, work-from-home options, assistance with physical tasks, extended medical leave, or reassignment to another position.

136. Despite her disabilities, Ms. Stucht was able to perform her essential job duties, at times with and at times without reasonable accommodations.

137. By failing to provide Ms. Stucht with reasonable accommodations, which they could have done without undue hardship, Defendants violated Government Code §12940(m).

138. As a proximate result of Defendants’ wrongful conduct, Ms. Stucht has suffered, and continues to suffer, substantial losses in earnings, earning capacity, and other benefits of employment, all in an amount to be determined according to proof at the time of trial. Ms. Stucht will also suffer tax consequences due to Defendants’ failure to pay Ms. Stucht money owed, which will

1 come due in a lump sum in the future. Accordingly, Ms. Stuht is entitled to an additional amount of
 2 damages to offset the tax consequences of a lump sum award for lost earnings, plus interest.

3 139. As a further proximate result of Defendants' wrongful conduct, Ms. Stuht has
 4 suffered, and continues to suffer, humiliation, embarrassment, emotional distress, and mental
 5 anguish, all in an amount to be determined according to proof at the time of trial.

6 140. In performing the acts alleged, which were committed, authorized, and/or adopted
 7 and approved by Defendants' officers, directors, or managing agents, Defendants acted with
 8 oppression, fraud, malice, and with conscious disregard for the rights of Ms. Stuht, and Ms. Stuht is
 9 therefore entitled to punitive damages against Defendants in an amount appropriate to punish and
 10 make an example of Defendants.

11 141. Ms. Stuht is also entitled to attorneys' fees and costs pursuant to Government Code
 12 §12965(c)(6), because of Defendants' wrongful conduct.

13 **THIRD CAUSE OF ACTION**

14 **Failure to Engage in the Interactive Process** 15 **in Violation of Government Code §12940(n)**

16 **(Against All Defendants)**

17 142. Ms. Stuht realleges and incorporates here by reference each and every allegation in
 18 the preceding and subsequent paragraphs, as if fully set forth herein.

19 143. The FEHA makes it *unlawful* “[f]or an employer . . . to fail to engage in a timely,
 20 *good faith, interactive process with the employee* . . . to determine effective reasonable
 21 accommodations, if any, in response to a request for reasonable accommodation by an employee or
 22 applicant with a known physical . . . disability or known medical condition.” Gov’t Code §12940(n).
 23 Government Code §12926 defines “Physical disability” to include “[b]eing regarded or treated by
 24 the employer . . . as having . . . any physical condition that makes achievement of a major life
 25 activity difficult.” Gov’t Code §12926(m)(4); *see also Gelfo*, 140 Cal. App. 4th at 53. “‘Major life
 26 activities’ shall be broadly construed and includes physical, mental, and social activities and
 27 working.” Gov’t Code §12926(m)(1)(B)(iii). Thus, employers must engage in an informal,
 28 interactive process to determine any effective accommodations for those individuals “regarded as”

1 disabled. *Gelfo*, 140 Cal. App. 4th at 61-62. And the affirmative duty to engage in the interactive
2 process is “continuing” and is “not exhausted by one effort.” *Swanson*, 232 Cal. App. 4th at 969
3 (citation and quotation marks omitted).

4 144. A good faith, interactive process requires that “[t]he employer . . . either grant the . . .
5 employee’s requested accommodation, or reject it after due consideration, and initiate discussion
6 with the . . . employee regarding alternative accommodations.” 2 Cal. Code Regs. §11069(c)(1). The
7 “goal” of the interactive process is to ““identify[] an accommodation that allows the employee to
8 perform the job effectively,”” and the burden is on the employer. *Jensen v. Wells Fargo Bank*, 85
9 Cal. App. 4th 245, 261 (2000) (citation omitted).

10 145. At all times mentioned herein, Ms. Stuht was in a class of persons protected by
11 Government Code §12940 because of her disability and Defendants were aware of Ms. Stuht’s
12 disability.

13 146. Ms. Stuht reported her disability to Defendants, including her ongoing need for
14 cancer monitoring, treatment, and upcoming knee reconstruction surgery that would require medical
15 accommodations and leave. When Ms. Stuht pleaded with Defendants to provide her with alternative
16 accommodations—including creating a position for her, accepting a pay cut, working part-time, or
17 transferring to any available position to maintain her health insurance—Defendants failed to engage
18 in the interactive process with Ms. Stuht, and instead of reasonably accommodating her disability,
19 they unlawfully terminated Ms. Stuht’s employment. Defendants could have provided a reasonable
20 accommodation without undue hardship

21 147. By failing to engage in a timely, good faith, interactive process with Ms. Stuht,
22 Defendants violated Government Code §12940(n).

23 148. As a proximate result of Defendants’ wrongful conduct, Ms. Stuht has suffered, and
24 continues to suffer, substantial losses in earnings, earning capacity, and other benefits of
25 employment, all in an amount to be determined according to proof at the time of trial. Ms. Stuht will
26 also suffer tax consequences due to Defendants’ failure to pay Ms. Stuht money owed, which will
27 come due in a lump sum in the future. Accordingly, Ms. Stuht is entitled to an additional amount of
28 damages to offset the tax consequences of a lump sum award for lost earnings, plus interest.

149. As a further proximate result of Defendants' wrongful conduct, Ms. Stuht has suffered, and continues to suffer, humiliation, embarrassment, emotional distress, and mental anguish, all in an amount to be determined according to proof at the time of trial.

150. In performing the acts alleged, which were committed, authorized, and/or adopted and approved by Defendants' officers, directors, or managing agents, Defendants acted with oppression, fraud, malice, and with conscious disregard for the rights of Ms. Stuht, and Ms. Stuht is therefore entitled to punitive damages against Defendants in an amount appropriate to punish and make an example of Defendants.

151. Ms. Stuht is also entitled to attorneys' fees and costs pursuant to Government Code §12965(c)(6), because of Defendants' wrongful conduct.

FOURTH CAUSE OF ACTION

Retaliation for Requesting Reasonable Medical Leave and Accommodations in Violation of CFRA, Gov. Code §12945.2 and §12940(m)(2)

(Against All Defendants)

152. Ms. Stuht hereby realleges and incorporates by reference the allegations contained in the preceding and subsequent paragraphs, as if fully set forth herein.

153. Under CFRA, *it is unlawful for an employer to "discharge... or discriminate against" any employee because of the employee's "exercise of the right to . . . medical leave."* Gov't Code §§12940(h), 12945.2(k).

154. Further, under the FEHA, it is unlawful for an employer to "*retaliate or otherwise discriminate against a person for requesting accommodation* under [Government Code §12940(m)(2)], regardless of whether the request was granted." Gov't Code §12940(m)(2). Employers must "make reasonable accommodation for the known physical . . . disability of an . . . employee." Gov't Code §12940(m)(1). A reasonable accommodation includes a paid or unpaid leave of absence "[w]hen the employee cannot presently perform the essential functions of the job, or otherwise needs time away from the job for treatment and recovery." 2 Cal. Code Regs. §§11068(c), 11065(p)(2)(M).

1 155. “Physical disability” means “[h]aving any physiological disease, disorder, [or]
2 condition . . . that . . . [a]ffects one or more . . . body systems” and “[l]imits a major life activity.”
3 Gov’t Code §12926(m)(1). “‘Major life activities’ shall be broadly construed and includes physical,
4 mental, and social activities and working.” Gov’t Code §12926(m)(1)(B)(iii).

5 156. At all times relevant hereto, Defendants were an “employer” subject to the CFRA
6 because Defendants directly employed five or more employees at the worksite where Ms. Stuht
7 worked and during the time Defendants employed Ms. Stuht. Gov’t Code §12945.2(b)(4)(A).

8 157. Additionally, Ms. Stuht was an “eligible employee” within the meaning of the CFRA
9 because she is informed and believes that she was employed by Defendants for at least 1,250 hours
10 of service during the 12-month period just prior to her termination. Gov’t Code §12945.2(a). As an
11 eligible employee, Ms. Stuht was entitled to 12 workweeks of leave for a “serious health condition
12 that makes the employee unable to perform the functions of the position of that employee.” Gov’t
13 Code §12945.2(b)(5)(C). “‘Serious health condition’ means an illness, injury, impairment, or
14 physical or mental condition that involves either . . . [i]npatient care in a hospital [or] [c]ontinuing
15 treatment or continuing supervision by a health care provider.” Gov’t Code §12945.2(b)(13)

16 158. At all relevant times mentioned herein, Ms. Stuht was in a class of persons protected
17 by Government Code §12945.2 and §12940(m)(2) because of her serious health conditions
18 including breast cancer, effects of chemotherapy and radiation treatment, and knee joint
19 deterioration, and because of her disclosed need for upcoming knee reconstruction surgery and
20 medical leave. Defendants were aware of Ms. Stuht’s serious health conditions and her anticipated
21 need for future medical leave and accommodations.

22 159. At all times relevant hereto, Ms. Stuht suffered from serious health conditions—
23 breast cancer, effects of chemotherapy and radiation treatment including severe neuropathy and
24 tightness, and knee joint deterioration. Ms. Stuht disclosed to Defendants in May 2025 that she
25 would need accommodations and reconstruction surgery for her knee, which had deteriorated due
26 to chemotherapy.

27 160. As alleged herein, Ms. Stuht had previously taken and would need to take additional
28 medical leave under the CFRA, and required ongoing reasonable accommodations for her

disabilities. Instead of accommodating Ms. Stuht, Defendants retaliated against Ms. Stuht by, among other adverse employment actions, wrongfully terminating Ms. Stuht for pretextual reasons. Ms. Stuht's disclosure of her need for future medical leave and ongoing accommodations was a substantial motivating reason for Defendants to discharge Ms. Stuht.

161. As a proximate result of Defendants' wrongful conduct, Ms. Stuht has suffered, and continues to suffer, substantial losses in earnings, earning capacity, and other benefits of employment, all in an amount to be determined according to proof at the time of trial. Ms. Stuht will also suffer tax consequences due to Defendants' failure to pay Ms. Stuht money owed, which will come due in a lump sum in the future. Accordingly, Ms. Stuht is entitled to an additional amount of damages to offset the tax consequences of a lump sum award for lost earnings, plus interest.

162. As a further proximate result of Defendants' wrongful conduct, Ms. Stuht has suffered, and continues to suffer, humiliation, embarrassment, emotional distress, and mental anguish, all in an amount to be determined according to proof at the time of trial.

163. In performing the acts alleged, which were committed, authorized, and/or adopted and approved by Defendants' officers, directors, or managing agents, Defendants acted with oppression, fraud, malice, and with conscious disregard for the rights of Ms. Stuht, and Ms. Stuht is therefore entitled to punitive damages against Defendants in an amount appropriate to punish and make an example of Defendants.

164. Ms. Stuht is also entitled to attorneys' fees and costs pursuant to Government Code §12965(c)(6), because of Defendants' wrongful conduct.

FIFTH CAUSE OF ACTION

Failure to Prevent Discrimination and Retaliation in Violation of Government Code §12940(k)

(Against All Defendants)

165. Ms. Stuht realleges and incorporates here by reference each and every allegation in the preceding and subsequent paragraphs.

166. The FEHA makes it unlawful for an employer "*to fail to take all reasonable steps necessary to prevent discrimination and harassment from occurring.*" Gov't Code §12940(k).

1 “[R]etaliation is a form of discrimination actionable under [Government Code] section 12940,
2 subdivision (k).” *Taylor v. City of L.A. Dep’t of Water & Power*, 144 Cal. App. 4th 1216, 1239 (2006)
3 (disapproved on other grounds in *Jones v. Lodge at Torrey Pines P’ship*, 42 Cal. 4th 1158, 1173-74
4 (2008)).

5 167. At all times mentioned herein, Defendants were aware of the discriminatory and
6 retaliatory conduct toward Ms. Stuht—namely, from Lindsay Reese and other management
7 personnel who participated in the decision to terminate Ms. Stuht based on her disability and need
8 for ongoing medical accommodations—and failed to take reasonable steps to prevent such conduct
9 from occurring. Thus, Defendants violated Government Code §12940(k).

10 168. As a proximate result of Defendants’ wrongful conduct, Ms. Stuht has suffered, and
11 continues to suffer, substantial losses in earnings, earning capacity, and other benefits of
12 employment, all in an amount to be determined according to proof at the time of trial. Ms. Stuht will
13 also suffer tax consequences due to Defendants’ failure to pay Ms. Stuht money owed, which will
14 come due in a lump sum in the future. Accordingly, Ms. Stuht is entitled to an additional amount of
15 damages to offset the tax consequences of a lump sum award for lost earnings, plus interest.

16 169. As a further proximate result of Defendants’ wrongful conduct, Ms. Stuht has
17 suffered, and continues to suffer, humiliation, embarrassment, emotional distress, and mental
18 anguish, all in an amount to be determined according to proof at the time of trial.

19 170. In performing the acts alleged, which were committed, authorized, and/or adopted
20 and approved by Defendants’ officers, directors, or managing agents, Defendants acted with
21 oppression, fraud, malice, and with conscious disregard for the rights of Ms. Stuht, and Ms. Stuht is
22 therefore entitled to punitive damages against Defendants in an amount appropriate to punish and
23 make an example of Defendants.

24 171. Ms. Stuht is also entitled to attorneys’ fees and costs pursuant to Government Code
25 §12965(c)(6), because of Defendants’ wrongful conduct.

1 **PRAYER**

2 WHEREFORE, Ms. Stuht seeks judgment as follows:

3 A. For compensatory damages, including loss of wages and benefits (past and future),
4 loss of earnings and earning capacity, and emotional distress damages (past and future) according
5 to proof at trial;

6 B. For damages to offset the tax consequences of a lump sum award for lost earnings,
7 plus interest;

8 C. For attorneys' fees and costs of suit pursuant to Government Code §12965(c)(6), and
9 any other applicable provision for attorneys' fees and costs;

10 D. For pre-judgment and post-judgment interest to the extent allowable by law;

11 E. For punitive and exemplary damages, according to proof;

12 F. For such other and further relief as the Court deems just and proper

13 **DEMAND FOR JURY TRIAL**

14 Ms. Stuht demands a trial by jury on all claims.

15 Dated: July 10, 2026

HAEGGQUIST & ECK, LLP
AMBER L. ECK (177882)
CAMERON HOLL (348636)

16
17
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19 By: 

AMBER L. ECK

20
21 225 Broadway, Suite 2050
22 San Diego, CA 92101
23 Telephone: (619) 342-8000
Facsimile: (619) 342-7878

24 Attorneys for Plaintiff Sharrene Stuht
25
26
27
28

EXHIBIT 1



Civil Rights Department

651 Bannan Street, Suite 200 | Sacramento | CA | 95811
1-800-884-1684 (voice) | California's Relay Service at 711
calcivilrights.ca.gov | contact.center@calcivilrights.ca.gov

June 9, 2026

Cameron Holl
225 Broadway, STE 2050
San Diego, CA 92101

RE: **Notice to Complainant's Attorney**
CRD Matter Number: 202606-35588309
Right to Sue: Stuht / Western Educational Corporation et al.

Dear Cameron Holl:

Attached is a copy of your complaint of discrimination filed with the Civil Rights Department (CRD) pursuant to the California Fair Employment and Housing Act, Government Code section 12900 et seq. Also attached is a copy of your Notice of Case Closure and Right to Sue.

Pursuant to Government Code section 12962, CRD will not serve these documents on the employer. You must serve the complaint separately, to all named respondents. Please refer to the attached Notice of Case Closure and Right to Sue for information regarding filing a private lawsuit in the State of California. A courtesy "Notice of Filing of Discrimination Complaint" is attached for your convenience.

Be advised that the CRD does not review or edit the complaint form to ensure that it meets procedural or statutory requirements.

Sincerely,

Civil Rights Department



Civil Rights Department

651 Bannan Street, Suite 200 | Sacramento | CA | 95811
1-800-884-1684 (voice) | California's Relay Service at 711
calcivilrights.ca.gov | contact.center@calcivilrights.ca.gov

June 9, 2026

RE: Notice of Filing of Discrimination Complaint

CRD Matter Number: 202606-35588309

Right to Sue: Stucht / Western Educational Corporation et al.

To All Respondent(s):

Enclosed is a copy of a complaint of discrimination that has been filed with the Civil Rights Department (CRD) in accordance with Government Code section 12960. This constitutes service of the complaint pursuant to Government Code section 12962. The complainant has requested an authorization to file a lawsuit. A copy of the Notice of Case Closure and Right to Sue is enclosed for your records.

This matter may qualify for CRD's Small Employer Family Leave Mediation Program. Under this program, established under Government Code section 12945.21, a small employer with 5 -19 employees, charged with violation of the California Family Rights Act, Reproductive Loss Leave, or Bereavement Leave (Government Code sections 12945.2, 12945.6, or 12945.7) has the right to participate in CRD's free mediation program. Under this program both the employee requesting an immediate right to sue and the employer charged with the violation may request that all parties participate in CRD's free mediation program. The employee is required to contact the Department's Dispute Resolution Division prior to filing a civil action and must also indicate whether they are requesting mediation. The employee is prohibited from filing a civil action unless the Department does not initiate mediation within the time period specified in section 12945.21, subdivision (b) (4), or until the mediation is complete or is unsuccessful. The employee's statute of limitations to file a civil action, including for all related claims not arising under section 12945.2, is tolled from the date the employee contacts the Department regarding the intent to pursue legal action until the mediation is complete or is unsuccessful. You may contact CRD's Small Employer Family Leave Mediation Pilot Program by emailing DRDOnlineRequests@calcivilrights.ca.gov and include the CRD matter number indicated on the Right to Sue notice.

Please refer to the attached complaint for a list of all respondent(s) and their contact information.

No response to CRD is requested or required.

Sincerely,

Civil Rights Department



Civil Rights Department

651 Bannan Street, Suite 200 | Sacramento | CA | 95811
1-800-884-1684 (voice) | California's Relay Service at 711
calcivilrights.ca.gov | contact.center@calcivilrights.ca.gov

June 9, 2026

Sharrene Stuht
225 Broadway, STE 2050
San Diego, CA 92101

RE: **Notice of Case Closure and Right to Sue**
CRD Matter Number: 202606-35588309
Right to Sue: Stuht / Western Educational Corporation et al.

Dear Sharrene Stuht:

This letter informs you that the above-referenced complaint filed with the Civil Rights Department (CRD) has been closed effective June 9, 2026 because an immediate Right to Sue notice was requested.

This letter is also your Right to Sue notice. According to Government Code section 12965, subdivision (b), a civil action may be brought under the provisions of the Fair Employment and Housing Act against the person, employer, labor organization or employment agency named in the above-referenced complaint. The civil action must be filed within one year from the date of this letter.

This matter may qualify for CRD's Small Employer Family Leave Mediation Program. Under this program, established under Government Code section 12945.21, a small employer with 5 -19 employees, charged with violation of the California Family Rights Act, Reproductive Loss Leave, or Bereavement Leave (Government Code sections 12945.2, 12945.6, or 12945.7) has the right to participate in CRD's free mediation program. Under this program both the employee requesting an immediate right to sue and the employer charged with the violation may request that all parties participate in CRD's free mediation program. The employee is required to contact the Department's Dispute Resolution Division prior to filing a civil action and must also indicate whether they are requesting mediation. The employee is prohibited from filing a civil action unless the Department does not initiate mediation within the time period specified in section 12945.21, subdivision (b) (4), or until the mediation is complete or is unsuccessful. The employee's statute of limitations to file a civil action, including for all related claims not arising under section 12945.2, is tolled from the date the employee contacts the Department regarding the intent to pursue legal action until the mediation is complete or is unsuccessful. Contact CRD's Small Employer Family Leave Mediation Pilot Program by emailing DRDOnlineRequests@calcivilrights.ca.gov and include the CRD matter number indicated on the Right to Sue notice.



Civil Rights Department

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After receiving a Right-to-Sue notice from CRD, you may have the right to file your complaint with a local government agency that enforces employment anti-discrimination laws if one exists in your area that is authorized to accept your complaint. If you decide to file with a local agency, you must file before the deadline for filing a lawsuit that is on your Right-to-Sue notice. Filing your complaint with a local agency does not prevent you from also filing a lawsuit in court.

To obtain a federal Right to Sue notice, you must contact the U.S. Equal Employment Opportunity Commission (EEOC) to file a complaint within 30 days of receipt of this CRD Notice of Case Closure or within 300 days of the alleged discriminatory act, whichever is earlier.

Sincerely,

Civil Rights Department

**COMPLAINT OF EMPLOYMENT DISCRIMINATION
BEFORE THE STATE OF CALIFORNIA
Civil Rights Department
Under the California Fair Employment and Housing Act
(Gov. Code, § 12900 et seq.)**

In the Matter of the Complaint of

Sharrene Stuht

CRD No. 202606-35588309

Complainant,

vs.

Western Educational Corporation

,

Learn4life

,

Respondents

1. Respondent **Western Educational Corporation** is an **employer** subject to suit under the California Fair Employment and Housing Act (FEHA) (Gov. Code, § 12900 et seq.).

2. Complainant is naming **Learn4life** business as Co-Respondent(s).

3. Complainant **Sharrene Stuht**, resides in the City of **San Diego**, State of **CA**.

4. Complainant alleges that on or about **July 1, 2025**, respondent took the following adverse actions:

Complainant was harassed because of complainant's medical condition (cancer or genetic characteristic), disability (physical, intellectual/developmental, mental health/psychiatric), family care and medical leave (cfra) related to serious health condition of employee or family member, child bonding, or military exigencies.

Complainant was discriminated against because of complainant's medical condition (cancer or genetic characteristic), disability (physical, intellectual/developmental, mental health/psychiatric), family care and medical leave (cfra) related to serious health condition of employee or family member, child bonding, or military exigencies and as a result of the discrimination was terminated, laid off, forced to quit, reprimanded, suspended, asked impermissible non-job-related questions, denied any employment benefit or privilege, denied work opportunities or assignments, denied or forced to transfer, denied accommodation for a disability, denied employer paid health care while on family care and medical leave (cfra),

denied family care and medical leave (cfra) related to serious health condition of employee or family member, child bonding, or military exigencies, given additional work responsibilities or assignments.

Complainant experienced retaliation because complainant reported or resisted any form of discrimination or harassment, requested or used a disability-related accommodation, requested or used family care and medical leave (cfra) related to serious health condition of employee or family member, child bonding, or military exigencies and as a result was terminated, laid off, forced to quit, reprimanded, suspended, asked impermissible non-job-related questions, denied any employment benefit or privilege, denied work opportunities or assignments, denied or forced to transfer, denied accommodation for a disability, denied employer paid health care while on family care and medical leave (cfra), denied family care and medical leave (cfra) related to serious health condition of employee or family member, child bonding, or military exigencies, given additional work responsibilities or assignments.

Additional Complaint Details: This case involves the wrongful termination of Ms. Stuht, a dedicated San Diego Regional Athletic Coordinator who served Learn4Life for 12 years, building athletic programs from the ground up and connecting with vulnerable youth across San Diego County at Learn4Life's 7 school locations. Ms. Stuht was a tireless advocate for her students, and her employer discarded her when her cancer treatment and its lasting effects made her too inconvenient to keep on staff.

In August 2023, Ms. Stuht was diagnosed with breast cancer. She worked through 6 rounds of chemotherapy, completed an additional 14 grueling rounds of treatment, underwent a double mastectomy, and endured 21 rounds of radiation that left her with second-degree burns. While on leave for the double mastectomy, she also completed 4-5 rounds of Kadcylla chemotherapy. Throughout this ordeal, she remained committed to her students and her job, working from home when necessary and rebuilding the athletic programs that had been disrupted by the pandemic.

By early 2025, Ms. Stuht was in remission and actively planning for the upcoming school year. She was developing new programs, ordering equipment, creating curriculum, and receiving approvals from her supervisor for next year's initiatives. Everything seemed fine—until Ms. Stuht mentioned in a May 2025 email that the chemotherapy had damaged her knee joint and she would need reconstructive surgery in the fall.

Within weeks of disclosing her upcoming knee surgery, Ms. Stuht received an unexpected meeting request from her supervisor, Learn4Life's Area Superintendent Lindsay Reese. On June 2, 2025, Ms. Stuht arrived at the warehouse expecting to discuss the direction of athletics for the coming year. Instead, she was ambushed by Superintendent Reese and HR Representative Sara Chinchilla who told her she was being terminated with an effective date of July 1, 2025.

When Ms. Stuht pleaded to keep her job—offering to take a pay cut, accept a part-time position, or transfer to any available role to maintain her health insurance—she was refused.

1 While Learn4Life claimed her termination was due to “financial cost-cutting,” “organizational
2 restructuring” and “business need,” this was mere pretext for the real reason – Ms. Stuh’s
3 ongoing recovery from breast cancer and need for accommodations and medical leave for
4 upcoming knee surgery.
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1 VERIFICATION

2 I, **Cameron Holl**, am the **Attorney** in the above-entitled complaint. I have read the
3 foregoing complaint and know the contents thereof. The matters alleged are based on
4 information and belief, which I believe to be true. The matters alleged are based on
information and belief, which I believe to be true.

5 On June 9, 2026, I declare under penalty of perjury under the laws of the State of
6 California that the foregoing is true and correct.

7 **San Diego, California**

EXHIBIT 2



Civil Rights Department

651 Bannan Street, Suite 200 | Sacramento | CA | 95811
1-800-884-1684 (voice) | California's Relay Service at 711
calcivilrights.ca.gov | contact.center@calcivilrights.ca.gov

July 9, 2026

Cameron Holl
225 Broadway, STE 2050
San Diego, CA 92101

RE: **Notice to Complainant's Attorney**
CRD Matter Number: 202606-35588309
Right to Sue: Stuht / Western Educational Corporation et al.

Dear Cameron Holl:

Attached is a copy of your **amended** complaint of discrimination filed with the Civil Rights Department (CRD) pursuant to the California Fair Employment and Housing Act, Government Code section 12900 et seq.

Pursuant to Government Code section 12962, CRD will not serve these documents on the employer. You or your client must serve the complaint.

The amended complaint is deemed to have the same filing date of the original complaint. This is not a new Right to Sue letter. The original Notice of Case Closure and Right to Sue issued in this case remains the only such notice provided by the CRD. (Cal. Code Regs., tit. 2, § 10022.)

Be advised that the CRD does not review or edit the complaint form to ensure that it meets procedural or statutory requirements.

Sincerely,

Civil Rights Department

**COMPLAINT OF EMPLOYMENT DISCRIMINATION
BEFORE THE STATE OF CALIFORNIA
Civil Rights Department
Under the California Fair Employment and Housing Act
(Gov. Code, § 12900 et seq.)**

In the Matter of the Complaint of

Sharrene Stuht

CRD No. 202606-35588309

Complainant,

vs.

Western Educational Corporation

,

Learn4life

,

Lifelong Learning Administration Corporation

,

Educational Advancement Corporation

,

Respondents

1. Respondent **Western Educational Corporation** is an **employer** subject to suit under the California Fair Employment and Housing Act (FEHA) (Gov. Code, § 12900 et seq.).

2. Complainant is naming **Learn4life** business as Co-Respondent(s).

Complainant is naming **Lifelong Learning Administration Corporation** business as Co-Respondent(s).

Complainant is naming **Educational Advancement Corporation** business as Co-Respondent(s).

3. Complainant **Sharrene Stuht**, resides in the City of **San Diego**, State of **CA**.

4. Complainant alleges that on or about **July 1, 2025**, respondent took the following adverse actions:

Complainant was harassed because of complainant's medical condition (cancer or genetic characteristic), disability (physical, intellectual/developmental, mental health/psychiatric),

family care and medical leave (cfra) related to serious health condition of employee or family member, child bonding, or military exigencies.

Complainant was discriminated against because of complainant's medical condition (cancer or genetic characteristic), disability (physical, intellectual/developmental, mental health/psychiatric), family care and medical leave (cfra) related to serious health condition of employee or family member, child bonding, or military exigencies and as a result of the discrimination was terminated, laid off, forced to quit, reprimanded, suspended, asked impermissible non-job-related questions, denied any employment benefit or privilege, denied work opportunities or assignments, denied or forced to transfer, denied accommodation for a disability, denied employer paid health care while on family care and medical leave (cfra), denied family care and medical leave (cfra) related to serious health condition of employee or family member, child bonding, or military exigencies, given additional work responsibilities or assignments.

Complainant experienced retaliation because complainant reported or resisted any form of discrimination or harassment, requested or used a disability-related accommodation, requested or used family care and medical leave (cfra) related to serious health condition of employee or family member, child bonding, or military exigencies and as a result was terminated, laid off, forced to quit, reprimanded, suspended, asked impermissible non-job-related questions, denied any employment benefit or privilege, denied work opportunities or assignments, denied or forced to transfer, denied accommodation for a disability, denied employer paid health care while on family care and medical leave (cfra), denied family care and medical leave (cfra) related to serious health condition of employee or family member, child bonding, or military exigencies, given additional work responsibilities or assignments.

Additional Complaint Details: This case involves the wrongful termination of Ms. Stuht, a dedicated San Diego Regional Athletic Coordinator who served Learn4Life for 12 years, building athletic programs from the ground up and connecting with vulnerable youth across San Diego County at Learn4Life's 7 school locations. Ms. Stuht was a tireless advocate for her students, and her employer discarded her when her cancer treatment and its lasting effects made her too inconvenient to keep on staff.

In August 2023, Ms. Stuht was diagnosed with breast cancer. She worked through 6 rounds of chemotherapy, completed an additional 14 grueling rounds of treatment, underwent a double mastectomy, and endured 21 rounds of radiation that left her with second-degree burns. While on leave for the double mastectomy, she also completed 4-5 rounds of Kadcylla chemotherapy. Throughout this ordeal, she remained committed to her students and her job, working from home when necessary and rebuilding the athletic programs that had been disrupted by the pandemic.

By early 2025, Ms. Stuht was in remission and actively planning for the upcoming school year. She was developing new programs, ordering equipment, creating curriculum, and receiving approvals from her supervisor for next year's initiatives. Everything seemed fine—

1 until Ms. Stuht mentioned in a May 2025 email that the chemotherapy had damaged her
2 knee joint and she would need reconstructive surgery in the fall.

3 Within weeks of disclosing her upcoming knee surgery, Ms. Stuht received an unexpected
4 meeting request from her supervisor, Learn4Life's Area Superintendent Lindsay Reese. On
5 June 2, 2025, Ms. Stuht arrived at the warehouse expecting to discuss the direction of
6 athletics for the coming year. Instead, she was ambushed by Superintendent Reese and HR
7 Representative Sara Chinchilla who told her she was being terminated with an effective date
8 of July 1, 2025.

9 When Ms. Stuht pleaded to keep her job—offering to take a pay cut, accept a part-time
10 position, or transfer to any available role to maintain her health insurance—she was refused.
11 While Learn4Life claimed her termination was due to “financial cost-cutting,” “organizational
12 restructuring” and “business need,” this was mere pretext for the real reason – Ms. Stuht's
13 ongoing recovery from breast cancer and need for accommodations and medical leave for
14 upcoming knee surgery.

1 VERIFICATION

2 I, **Cameron Holl**, am the **Attorney** in the above-entitled complaint. I have read the
3 foregoing complaint and know the contents thereof. The matters alleged are based on
4 information and belief, which I believe to be true. The matters alleged are based on
information and belief, which I believe to be true.

5 On July 9, 2026, I declare under penalty of perjury under the laws of the State of
6 California that the foregoing is true and correct.

7 **San Diego, California**

EXHIBIT 3

Learn4Life Umbrella

LIFELONG LEARNING

Manages Western Ed & other Learn4Life Schools
Received \$400m from Western Ed/Learn4Life, 2019-2025

EDUCATION ADVANCEMENT CORP.

Manages Western Ed & other Learn4Life Schools

LIFELONG LEARNING EXECUTIVES



Peter Faragia
CEO - \$504k¹



Skip Hansen
President - \$479k



Chad Grady
COO - \$468k



Guita Sharifi
CFO - \$422k



Chris Hodge
CAO - \$390k



Nicole Perkins
CHRO - \$346k



Robert "Bob" Morales
CEAO - \$390k



Julie Shroyer
CIO

WESTERN EDUCATIONAL CORPORATION, 501(c)(3) nonprofit corporation
which operates
SAN DIEGO WORKFORCE INNOVATION HIGH SCHOOL
ALTA VISTA INNOVATION HIGH SCHOOL,
and
ORANGE COUNTY WORKFORCE INNOVATION HIGH SCHOOL,

ALTA VISTA INNOVATION HIGH SCHOOL

Authorized By:
Lucerne Valley Unified School District

SAN DIEGO WORKFORCE INNOVATION HIGH SCHOOL

Authorized By:
Borrego Springs Unified School District

ORANGE COUNTY WORKFORCE INNOVATION HIGH SCHOOL

Authorized By:
Orange County Department of Education

¹ Salaries are from Western Educational and Lifelong Learning's non-profit tax filings 990 Forms for 2025, filed May 7 and 13, 2026.

Western Educational Corporation

WESTERN EDUCATIONAL CORPORATION BOARD OF DIRECTORS

Michael R. Adams, President - \$27K

Claudette Beck, Secretary – \$27K

Frank Lukacs - \$9K

Dr. David Rathgeber - \$8K

Susan Alderson - \$8K

CEO

Jeff Brown - \$388K

CFO/Corporate Secretary

Jeri Vincent - \$422K

COO

Darin Bower - \$296K

Cherie Padilla

Program Director - \$216K

Corrine Manley

Area Superintendent - \$270K

Shellie Hanes

Superintendent Of Schools - \$292K

Julie Parra

Former Area Superintendent - \$130K

Lindsay Reese

Area Superintendent - \$138K

Janet Wilson

Former Area Superintendent - \$257K

Amanda Clark
Principal - \$198K

Cherie Padilla
Program Director - \$216K

Colin Opseth
Teacher - \$197K

Kenneth Larson
Teacher - \$206K

Liliana Childs
Teacher - \$183K

Sharrene Stuht
Athletic Coordinator/Truancy/Retention Officer - \$79K

PROOF OF SERVICE

Stuht v. Western Educational Corporation, Case No. 26CU031740C

STATE OF CALIFORNIA, COUNTY OF SAN DIEGO

1. I am employed in the County of San Diego, State of California. I am over the age of 18 and not a party to the within action. My business address is 225 Broadway, Suite 2050, San Diego, CA 92101.

2. On July 10, 2026, I caused to be served the foregoing document described as AMENDED COMPLAINT FOR DAMAGES AND OTHER RELIEF on the parties in this action as follows:

Stephanie Reynolds
FISHER & PHILLIPS, LLP
4747 Executive Dr, Ste 1000
San Diego, CA 92121-3113
sreynolds@fisherphillips.com
cc: kzekan@fisherphillips.com
gpachic@fisherphillips.com

Attorneys for Defendant Western Educational Corporation

X	BY ELECTRONIC SERVICE. Pursuant to C.C.P. §1010.6 requiring a party represented by counsel, who has appeared in an action or proceeding, to accept electronic service of a notice or document that may be served by mail, express mail, overnight delivery, or facsimile transmission, I electronically served the document(s) to the person(s) at the electronic service address(es) listed above.
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I declare under penalty of perjury that the foregoing is true and correct. Executed this 10th day of July, 2026, at South Portland, Maine.

s/ Stephanie Chateauneuf
STEPHANIE CHATEAUNEUF