Nicole C. Pearson SBN 265350
Nicole@FLTJLLP.com
Rita Barnett-Rose SBN 195801
Rita@FLTJLLP.com
Jessica R. Barsotti SBN 209557
Jessica@FLTJLLP.com
LAW OFFICES OF NICOLE C. PEARSON
3421 Via Oporto, Suite 201
Newport Beach, CA 92663
424) 272-5526

Attorneys for Plaintiffs

SUPERIOR COURT FOR THE COUNTY OF SANTA CLARA

UNLIMITED JURISDICTION

CHILDREN'S HEALTH DEFENSE-CALIFORNIA CHAPTER, a California 501(c)(3) non-profit corporation, on its own and on behalf of its members, **HARLOW GLENN,** an individual**,** and **JACKSON DRUKER,** an individual**,**

Plaintiffs,

vs.

SANTA CLARA COLLEGE, a California Corporation, **DR. LEWIS OSOFSKY,** an individual, **DEEPRA ARORA,** an individual, **AND DOES 1-10, inclusive,**

Defendants.

Case No.:

COMPLAINT FOR DECLARATORY AND INJUNCTIVE RELIEF AND DAMAGES

1) **Negligence**
2) **Breach of Contract and Good Faith and Fair Dealing**
3) **Tortious Interference with Contract**
4) **Conspiracy to Induce Breach of Contract**
5) **Negligent Infliction of Emotional Distress**
6) **Intentional Infliction of Emotional Distress**

INTRODUCTION

1. This is an action to declare defendant Santa Clara College's (dba and herein referred to as: "Santa Clara University" or "SCU") student COVID-19 "vaccine" mandate, including its additional third dose "booster" mandate, unlawful and unconstitutional. It also seeks damages for the harms caused to numerous SCU students, including the named plaintiffs in this action, who have been and are significantly and adversely impacted by Defendants' actions in coercing experimental medical interventions on them, despite the now-widely available evidence of both the lack of

effectiveness and the risk of death or significant bodily injury from taking these experimental products, including evidence of actual harm to SCU students.

2. In December of 2020, after nine months of devastating "shelter in place" orders, business and school closures, forced mask mandates, genetic testing, contact tracing, and other divisive, dubious, and largely ineffective public health measures in response to a declared "COVID-19" pandemic, three drug manufacturers, Pfizer-BioNTech, Johnson & Johnson, and Moderna (the "Drug Manufacturers") announced that they had each produced a "COVID-19 biologics product." (Collectively, the "Products").[1] Each of these Drug Manufacturers, in turn, were granted "emergency use authorization" ("EUA") by the federal Food and Drug Administration ("FDA") that allowed them to temporarily distribute these biologic products without first going through the full FDA approval process.

3. Although a significant portion of the public welcomed these Products as a "way back to normal," many other individuals, for numerous legitimate reasons, were far less willing to take them.

4. In less than a year, however, and with significant governmental pressure and financial incentivizing, the offering to the public of these EUA Products quickly morphed from encouragement to out-and-out coercion.

5. Many otherwise private actors, such as businesses, schools, colleges, and hospitals began aiding and abetting this unprecedented level of governmental coercion to take an experimental biologic Product by threatening individuals with loss of employment, education, or needed medical care.

6. Among the worst offenders trampling upon the human dignity and Constitutional and

[1] As further discussed herein, the COVID-19 'vaccines' are not truly vaccines in the traditional sense, since they do not confer any immunity. They are medical treatments and are classified by the FDA as "CBER-Regulated Biologics, otherwise known as therapeutics, which falls under the "Coronavirus Treatment Acceleration Program." *See* FDA, *Coronavirus (COVID-19) | CBER-Regulated Biologics*, https://www.fda.gov/vaccines-blood-biologics/industry-biologics/coronavirus-covid-19-cber-regulated-biologics (last visited February 28, 2022); FDA, *Coronavirus Treatment Acceleration Program (CTAP)*, https://www.fda.gov/drugs/coronavirus-covid-19-drugs/coronavirus- treatment-acceleration-program-ctap (last visited February 28, 2022).

statutory rights of individuals to make their own medical decisions, and on behalf of government promoted objectives, were certain "private" universities throughout the United States, including defendant SCU.

7. Specifically, under guise of a "health and safety" response, and in-lock step with state and federal policies and objectives to promote products that had already been purchased with federal funds, but without conducting any risk-benefit analysis, Defendant SCU imposed an experimental COVID-19 "vaccine" mandate on its students (the "Initial Mandate") in complete disregard of its students' human dignity and their Constitutional and other legal and moral rights.

8. SCU announced its Initial Mandate in late summer of 2021, after many students, including the named Plaintiffs in this action, had already committed to attending SCU and paying tuition and other fees for the fall semester. This gave little time for these students to weigh their Hobbesian choice: submit to an unwanted, experimental medical treatment or suddenly lose their anticipated or ongoing educations, tuition, scholarships, residential housing, career development, and years of study, time, and money already put into studying at SCU. They also stood to lose many other benefits they had already enjoyed and/or believed they would enjoy when they had first elected to enroll in SCU.

9. Although many SCU students who did not want to submit to SCU's Initial Mandate submitted medical and/or religious requests for exemption, SCU announced that it would not accept any religious exemption requests from students. However, SCU announced it would allow them for faculty and staff. Upon information and belief, SCU granted very few medical exemption requests from students for the Initial Mandate.

10. Due to SCU's unlawful Initial Mandate as a condition to attend fall semester, many SCU students submitted to taking one of the Products and got infected with COVID-19 or one of its variants only *after* being "vaccinated" against it.

11. Some students who submitted to taking a Product due to SCU's unlawful Initial Mandate immediately suffered serious adverse effects from the first or second dose. These students then reasonably sought medical exemptions to taking any further doses of the Products.

12. Defendant SCU and Defendant Osofsky not only wrongfully denied these requests for medical exemption, but actively interfered with SCU students' doctor-patient relationships by contacting the students' private doctors and attempting to persuade the doctors to retract their already-submitted support for the students' medical exemption requests.

13. Upon information and belief, SCU and Defendant Osofsky intentionally interfered with students' doctor-patient relationships and denied their medical exemptions because: a) defendant Osofksy personally did not believe that the students' documented adverse effects were "severe enough to require hospitalization," and b) SCU had agreed to maintain a certain high vaccination "compliance rate," in exchange for receiving significant government-provided COVID-19 relief funds, including millions of dollars from the federal CARES Act.

14. After SCU's coercive measures had attained the goal of widespread student submission to the Product Mandate, and mid-way through the fall of 2021, it became clear that the Products had limited "short term efficacy" at best, and did not, as originally proclaimed, prevent infection, transmission, hospitalization, or even death due to COVID-19 or any of its variants.[2]

15. Rather than halt a failing "vaccination" program already in motion, some public health authorities urged, or even mandated, uptake of an additional third -- or even fourth -- dose of these experimental Products. The ingredients and delivery mechanisms remained the same, but the Drug Manufacturers and authorities dubbed these additional doses "boosters" and announced that an indeterminate number of these "booster" doses might at some point be required.

16. Federal and state public health authorities in the United States then continued to incentivize schools and universities with "COVID-19 relief funding" to continue to mandate these Products, including additional "booster" doses, to further the stated government goal of "universal

[2] *See e.g.* Hansen, et. al. *Vaccine effectiveness against SARS-CoV-2 infection with the Omicron or Delta variants following a two-dose or booster BNT162b2 or mRNA-1273 vaccination series: A Danish cohort study*; Medrxiv (December 2021) https://www.medrxiv.org/content/10.1101/2021.12.20.21267966v3.full-text (last visited February 28, 2022); Goldberg et. al, *Waning Immunity after the BNT162b2 Vaccine in Israel*, NEJM (December 2021), https://www.nejm.org/doi/10.1056/NEJMoa2114228 (last visited February 28, 2022); Chematielly, et. al, *Waning of BNT162b2 Vaccine Protection against SARS-CoV-2 Infection in Qatar,* NEJM (October 2021), https://www.nejm.org/doi/full/10.1056/NEJMoa2114114?query=featured_home (last visited February 28, 2022).

vaccination."

17. Consequently, despite having notice of actual harm to SCU students, during the winter break of 2021, SCU added an additional third "booster" dose of one of the Products as a condition to SCU students' continuing with their in-person education for the Spring Semester (the "Booster Mandate").

18. SCU imposed this Booster Mandate on its students despite a lack of any evidence that (1) additional doses of the same failing Products would now prevent significant infection, transmission, hospitalization, or death among the SCU community or (2) coercing young healthy adults to take *additional* doses of the same Products would be free of any new significant adverse effects.

19. SCU also strategically announced this additional Booster Mandate for its students only after collecting tuition and fees from SCU students for the Spring Semester.

20. All of SCU's actions in coercing students to take experimental Products were and are unethical and illegal. Further, since SCU is acting as a quasi-governmental actor in instituting governmental policies and objectives, SCU's Initial Mandate and additional Booster Mandate (collectively, the "Mandate") is also unconstitutional.

21. SCU cannot escape constitutional scrutiny simply by claiming to be a private actor. By mandating federally owned EUA Products on its student population to aid, abet, and implement governmental universal "vaccination" objectives, as well as to comply with the terms and conditions attached to the receipt of millions of dollars in federal COVID-19 relief funds, SCU has made itself a state actor and must be subjected to the same Constitutional restraints that would be applied to any governmental actor.

22. SCU's Mandate is an affront to human dignity and violates an individual's fundamental right to control one's own body and to refuse unwanted medical treatments. Forcing SCU students to take unwanted medical treatments violates their fundamental California and/or U.S. Constitutional rights to privacy, bodily autonomy, free exercise of religion, substantive due process, and equal protection under the law.

23. Given that none of these Products serves to prevent infection or transmission of COVID-19 or any of its variants and may instead cause serious adverse effects to young healthy students who are at little risk of severe COVID-19 or any of its variants, SCU's Mandate cannot survive even a rational basis inquiry, let alone the strict scrutiny this Court would need to apply. Accordingly, SCU's Mandate should be declared violative of students' fundamental rights and immediately and permanently enjoined.

24. SCU's Mandate should also be enjoined because it is in direct conflict with, pre-empted by, and/or otherwise violates other federal and state laws, including federal Emergency Use Authorization ("EUA") law, 21 U.S.C. section 360bbb-3 *et seq*., which requires informed consent and the right to refuse emergency use products, and California's Civil Code section 51, which prohibits discrimination on the basis of, among other things, medical condition, genetic information, disability, and religion.[3]

25. In addition, by announcing its Mandate, including the more recent Spring Semester Booster Mandate, only after it had collected the tuition, residential fees, and other associated fees from SCU families before each applicable semester, and without any SCU students agreeing to change any terms or conditions of their already-executed student enrollment agreements, SCU breached its contract and implied covenants of good faith and fair dealing with all SCU students, including the named plaintiffs in this action. SCU should be required to pay damages for such breaches.

26. Finally, SCU and defendant Osofsky are also liable for damages for various other specific harms to the individual plaintiffs in this action, including negligence, the wrongful and negligent denials of their religious and/or medical exemption requests, intentional interference with their private doctor-patient relationships, conspiracy to induce breach of contract, intentional infliction of emotional distress, and violations of other state and federal laws and protections enumerated further herein.

[3] *See* California Civil Code section 51, which states in relevant part: "All persons within the jurisdiction of this state are free and equal, and no matter what their sex, race, color, religion, ancestry, national origin, disability, medical condition, genetic information, marital status, sexual orientation, citizenship, primary language, or immigration status are entitled to the full and equal accommodations, advantages, facilities, privileges, or services in all business establishments of every kind whatsoever."

PARTIES - PLAINTIFFS

27. Plaintiff HARLOW GLENN is a 20-year-old sophomore at SCU who was denied a religious and medical exemption request to the Initial Mandate and coerced to take the first dose of a COVID-19 vaccine product against her will. She is a resident of California. Upon taking the first dose, Ms. Glenn suffered a severe and immediate reaction as further described herein. Ms. Glenn then submitted two separate medical exemption requests to additional doses of any Product by two licensed physicians who had personally treated her. Both of her requests for medical exemption or accommodation were denied by Defendants and Defendants intentionally interfered with her doctor-patient relationships by contacting her doctors after they had submitted medical exemption requests for Ms. Glenn and persuading them to retract those requests. Plaintiff Glenn does not wish to submit to any further doses of a Product under the Mandate, including the Booster Mandate. Plaintiff Glenn faces imminent disenrollment from SCU and loss of other academic and/or other benefits she would otherwise enjoy as a SCU student if she does not submit to the Mandate, including the Booster Mandate, and will suffer irreversible harm if the Mandate, including the Booster Mandate, is not enjoined and/or she is not granted a medical exemption. Plaintiff Glenn also seeks damages for the harms caused to her due to Defendants' actions.

28. Plaintiff JACKSON DRUKER is a 19-year-old sophomore at SCU who complied with the Initial Mandate, regrets it, and does not wish to comply with the additional Booster Mandate. Plaintiff Druker is a resident of California. Although Plaintiff Druker has not yet experienced any known adverse effects in complying with the Initial Mandate, given the emerging evidence of harm, particularly with respect to additional "booster" doses of the Product, he does not want to take a risk with his health by taking a third dose of any of the Products. Plaintiff Druker also objects to SCU's violation of his own fundamental right to determine what goes into his body and objects to SCU's coercion of unwanted medical treatments on him and all other SCU students who do not wish to submit to the Mandate, including the Booster Mandate. Plaintiff Drucker faces imminent disenrollment from SCU and loss of other academic, athletic, and/or social benefits he would otherwise enjoy as an SCU student if he does not submit to the Booster Mandate and will thus suffer irreversible harm if the

Booster Mandate is not enjoined. Plaintiff Druker also seeks damages for the harms caused to him due to SCU's coercive, negligent, and reckless actions.

29. Plaintiff Children's Health Defense, California Chapter ("CHD-CA") is a California 501(c)(3) nonprofit corporation incorporated under the laws of the State of California and headquartered in Ross, California. CHD-CA was founded in 2020 as the California branch of Children's Health Defense ("CHD"), a national non-profit organization headquartered in Peachtree, Georgia. CHD-CA has over 7,000 members throughout California consisting primarily of parents whose children have been negatively impacted by environmental and chemical exposures, including unsafe vaccines. CHD-CA's mission is to end childhood health epidemics by working to end harmful exposures, hold those responsible accountable, and to establish safeguards. The harm of unsafe vaccines has been a focus for CHD and CHD-CA for many years. CHD-CA has members who are students attending SCU themselves as well as parents of students attending SCU who have not submitted to all or part of the Mandate, including the Booster Mandate and do not intend to submit to the Mandate and/or the Booster Mandate. CHD-CA brings this action on behalf of its student members and plaintiffs individually named for the benefit of all others similarly situated, in support of CHD-CA's mission to defend medical freedom, the right to informed consent, and the right to refuse unwanted medical treatments, the right to bodily integrity, and to hold Defendants' accountable for the violation of Plaintiffs' civil rights. The interests CHD-CA seek to protect in this action are therefore germane to its fundamental purpose and CHD-CA has members negatively impacted by the Mandate at SCU, therefore CHD-CA further meets all associational standing requirements for prosecuting this action.

30. Numerous other SCU students object to SCU's Mandate, particularly including its Booster Mandate, for the same reasons as Ms. Glenn and Mr. Druker and/or, in some cases, because the student has already recovered from COVID-19 and possesses natural immunity or "super-immunity" from having already taken one of the Products and getting COVID-19 thereafter. These students have declined to join this lawsuit for fear of academic, personal, and professional retribution by SCU Defendants, including SCU administrators, faculty, as well as potential harassment and

bullying by their peers.

PARTIES – DEFENDANTS

31. Defendant SANTA CLARA COLLEGE, dba Santa Clara University (hereafter "SCU") is a California corporation and institution of higher learning accredited by the WASC Senior College and University Commission. SCU is located in the County of Santa Clara, State of California.

32. Defendant LEWIS OSOFSKY is an individual, and a campus physician and health care provider at SCU, located in the County of Santa Clara, State of California.

33. Defendant DEEPRA ARORA is an individual, and Senior Director of Communications and Media Relations at SCU, in the County of Santa Clara, State of California.

34. Defendants, DOES 1 through 10, inclusive, are and at all times herein mentioned were, individuals, agents, officials, and/or employees of SCU.

35. The true names and capacities, whether individual, corporate, associate, or otherwise, of Defendants DOES 1 through 10, inclusive, are unknown to PLAINTIFFS, who therefore sue said Defendants by such fictitious names. PLAINTIFFS will ask leave of Court to amend this Complaint to show their true names and capacities when the same have been ascertained. PLAINTIFFS are informed and believe and thereon allege that each of the Defendants designated herein as DOES 1 through 10, inclusive, is responsible in some manner for the events and happenings referred to herein which caused the damages to PLAINTIFFS hereinafter alleged.

36. Reference to "Defendants" shall include the named Defendants and the "DOE" Defendants.

JURISDICTION AND VENUE

37. This action arises under the applicable California statutes and common law, and the California and United States Constitutions as well as applicable Federal law.

38. This Court has jurisdiction over complaints for injunctive relief under California Code of Civil Procedure ("CCP") sections 525 and 526 and jurisdiction over complaints for declaratory relief under CCP § 1060.

39. Plaintiffs are seeking combined damages in excess of $25,000 and their case is properly

classified as an unlimited civil case under CCP §§ 85, 86, and 88.

40. This Court is the proper venue for this action because the acts, transactions and occurrences giving rise to this action occurred in substantial part in the City of Santa Clara, the County of Santa Clara, in the State of California. Defendants either reside in or maintain business offices in this County, a substantial portion of the transactions and wrongs complained of herein took place in this County, including Defendants' primary participation in the acts detailed herein, and Plaintiffs' injuries occurred in this County. CCP §§ 15, 393(b), 394(a), and 401(1).

RELEVANT FACTS

COVID-19, the "New Normal," and Unfulfilled Promises of a "Vaccine" Panacea

41. In March of 2020, the United States government, and almost all of the states, declared "states of emergency" due to a declared outbreak of a novel coronavirus, COVID-19.

42. These declarations of emergency set in motion a devastating and unprecedented chain of events and imposition of "public health" measures that impacted every man, woman, and child in the country. Individuals were ordered to "shelter-in-place," businesses were divided into "essential" (liquor stores/corporate chains) versus "non-essential" (dental offices/small stores),[4] schools, churches, and other places of regular assembly were all forbidden to operate, and citizens throughout the country were ordered to wear cloth or surgical masks, get genetically tested to prove their lack of disease, and stay "six feet apart" to avoid further spread of COVID-19 or any of its subsequent variants.

43. Unelected public health officials like Dr. Anthony Fauci, mainstream media outlets, and ominous world-o-meter ticker tapes chronicling daily COVID-19 cases, hospitalization, and death did their part to keep the majority of citizens terrified enough to go along with most of these unprecedented restraints on individual liberties. However, many of these compliant citizens were placated with reassuring promises that such unprecedented restraints would end as soon as a "vaccine" became widely available.[5]

---

[4] This "public health" decision to only allow "essential" businesses to stay open determined that small garden center stores were non-essential, while strip clubs were allowed to remain open. *See* https://www.cbsnews.com/news/strip-clubs-exempt-covid-rules-judge-san-diego-california/.

[5] *CDC Says Vaccinated People Can Go Back to Normal Life,* VOA News (May 13, 2021),

44. After nine months of these devastating, draconian, and, as it turned out, wholly unnecessary "public health" measures, beginning in December of 2020, three Drug Manufacturers, Pfizer-BioNTech, Johnson & Johnson, and Moderna, announced that they had each produced a safe and effective "COVID-19 biologic." (collectively, the "Products"). These Products were each in turn then granted EUA by the FDA, which does not allow such products to be marketed as "safe and effective" because those findings have yet to be made through completion of clinical trials and other long-term studies, which are still ongoing.

45. Although a significant portion of the terrorized public welcomed these Products as a "way back to normal," others, due to legitimate fears of, among other things, rushed-to-market products that had skipped the normal 5-10 years of "vaccine" development and safety testing and were in fact still in clinical trials, the unprecedented use of novel mRNA technology, and/or the politization of "science," were less willing to take any of the Products.

46. Official public health authorities, on the other hand, were extremely enthusiastic. Almost immediately, public health officials began calling these Products "vaccines" and proclaiming that they would "stop the spread of COVID-19." Centers for Disease Control ("CDC") officials like Rochelle Walensky, media talking heads like Rachel Maddow, and President Biden himself all made reassuring, adamant, and repeated proclamations that once you were "vaccinated" with one of these Products, you would no longer get COVID-19, spread COVID-19, or have to wear a mask.[6]

47. Unfortunately, none of this was ever true.

---

https://www.voanews.com/a/covid-19-pandemic_cdc-says-vaccinated-people-can-go-back-normal-life/6205791.html (last visited February 28, 2022); Victoria Bell, *Life to be back to normal by spring, after COVID vaccine breakthrough, expert says*, Yahoo News (November 2020), https://uk.news.yahoo.com/life-should-be-back-to-normal-by-spring-after-vaccine-breakthrough-expert-says-155456170.html (last visited March 1, 2022); *Get vaxxed, already, so we can all get back to normal*, New York Post, (July 21, 2021), https://nypost.com/2021/07/21/get-vaxxed-already-so-we-can-all-get-back-to-normal/ (last visited March 1, 2022).

[6] Dan Hausle, *Go get the Shot: Biden highlights path back to normal*, Associated Press (April 2021), https://www.usnews.com/news/politics/articles/2021-04-27/in-fight-against-virus-biden-looks-for-path-back-to-normal (last visited March 1, 2022); CNBC – Covid WH Briefing: CDC: Vaccines 90%-95% effective; *Fully-vaccinated people don't need to mask, physically distance in most cases* (May 2021), https://www.youtube.com/watch?v=S-2nE6AK1OU (last visited March 1, 2022). For a stark visual collection of this representational fraud, s*ee* El Gato Malo*, Yes, the Vaccines Were Supposed To Stop Covid Spread, Yes, the Experts Told Us So: Adventures in Revisionist History* (December 30, 2021), https://boriquagato.substack.com/p/yes-the-vaccines-were-supposed-to?s=r.

48. In fact, in the actual materials filed by the Drug Manufacturers with the FDA in order to get EUA for their Products, the Drug Manufacturers specifically admitted that their Products were never tested for their ability to stop infection or transmission, but only for their ability to reduce the "symptoms of severe disease."

49. Nevertheless, a coordinated campaign of public health authority misinformation continued, and it is likely that the majority of U.S. citizens were under the reasonable impression that these Products could prevent infection and community transmission.

50. There may be a number of reasons for public health officials' active participation in this representational fraud. First, these officials had to convince people to take the Products they had long promised for the last nine months as the only way back to normal. Offering a product that does not do anything to stop infection or transmission to end an infectious disease pandemic is admittedly a hard sell.

51. Second, these officials might have needed some additional time to figure out how to "message" to those trusting citizens who had been promised a return to normal that in fact they would still need to mask up, test, socially distance, and quarantine post-injection, just like they did pre-injection. In other words, that things would not actually "return to normal," after taking one of the Products, and might never do so.

52. Third, since top public health decision-makers had apparently already decided that "universal vaccination" was the ultimate goal and therefore these Products would not simply be optionally available for the "elderly" and "at-risk" populations, but rather would soon be forced upon the entire population through employment and school mandates and/or city or state-wide "vaccine" passport systems, authorities had to create a plausible narrative that would build public support for forcing these Products on individuals not wanting to take them. Clearly there is little to no legitimate public health justification for compelling an unwanted medical intervention to protect others against infectious disease when the intervention does not actually prevent transmission. Indeed, many of the "for the greater good" justifications to compel mass vaccination are wholly inapplicable when the Products to be compelled do not actually protect *others* from infectious disease, but only purports to

protect the Products' recipient from having more severe symptoms.

53. Finally, Products that do not actually prevent re-infection or transmission of the disease would likely not qualify as a "vaccine" under pre-2020 common medical understandings of the word, and presumably would not enjoy the enormous liability protections given by government to this unique class of drugs,[7] but for a *deus ex machina* intervention, such as the re-definition of the term "vaccine" by the CDC and other officials.[8]

54. The actual reasons why "public health" authorities and certain popular media personalities made claims about these Products that were already known to be false at the time they were made may never be entirely clear. However, it appears obvious that somewhere along the chain of governmental command, a decision was made that despite the acknowledged inability of these Products to stop infection or transmission, these Products should nevertheless be enthusiastically and repeatedly offered to, or coerced upon if necessary, every person in the United States, and as quickly as possible.

Enlistment of Private Actors to Force State-Sponsored "Universal Vaccination" Objectives

55. To achieve the federal and state governmental goal of "universal vaccination," lies were told. Government and private entities, including major media companies, advanced a provably false narrative. Scientists and doctors who dared to counter the need for universal vaccination were silenced, shamed, censored, and de-platformed from social media networks, programs, and internet sites – often at the behest of the federal and state governments.[9] Definitions of what qualified as a

[7] *See e.g.,* United States Department of Justice: Vaccine Injury Compensation Program https://www.justice.gov/civil/vicp (last visited March 1, 2022).

[8] CDC did in fact change the definition of the words "vaccine" and "vaccination" in 2021 so that it would now include the COVID-19 biologics. As the CDC concedes by changing its own definitions of "Vaccine" and "Vaccination," the COVID vaccines are not vaccines in the traditional sense. The FDA in fact classifies them as "CBER-Regulated Biologics" otherwise known as "therapeutics," which falls under the "Coronavirus Treatment Acceleration Program." *See* FDA, *Coronavirus (COVID-19) | CBER-Regulated Biologics*, https://www.fda.gov/vaccines-blood-biologics/industry-biologics/coronavirus-covid-19-cber-regulated-biologics (last visited October 18, 2021); FDA, *Coronavirus Treatment Acceleration Program (CTAP)*, https://www.fda.gov/drugs/coronavirus-covid-19-drugs/coronavirus- treatment-acceleration-program-ctap (last visited October 18, 2021).

[9] *See e.g.,* John P. Ionnandis, Citation Impact and Social Media Visibility of Great Barrington and John Snow Signatories for COVID-19 strategy, BMJ Open, available at

"vaccine" were in fact changed, and enormous financial incentives were given by the federal and state governments to organizations such as local governments, school districts, universities, hospitals, and businesses, all to advance this pre-determined universal vaccination governmental policy. Federal and state public health officials and agencies likewise funded relentless and ubiquitous COVID-19 vaccination advertising campaigns.

56. Likely anticipating that they would face significant legal challenges in trying to mandate the Products at the federal level,[10] the federal government first enlisted friendly state actors to mandate these Products at the state-level, using numerous strategies and financial incentive programs.[11]

57. In states such as California with Governors and public health officials wholly unopposed to coercive medical interventions for their citizens, mandates of COVID-19 Products were quickly rolled out for all state, city, county, and healthcare workers.[12] In addition, a number of major cities including Los Angeles, San Francisco, and Berkeley became vaccine-passport cities, whereby showing proof of submission to taking a Product became necessary simply to participate in many ordinary activities of normal life.[13] Even individual K-12 school districts in places like California were also willing to mandate Products for the schoolchildren in their care, despite not having any legal

---

https://bmjopen.bmj.com/content/12/2/e052891; James Harrigan, *Science Kardashians vs. The Great Barrington Declaration*, AIER (February 15, 2022), https://www.aier.org/article/science-kardashians-vs-the-great-barrington-declaration/

[10] *See* Megan Leonhardt, *What the Supreme Court Strike-Down of Vaccine Mandate Means for Employers*, Fortune Magazine (Jan. 14, 2022), https://fortune.com/2022/01/14/supreme-court-strikes-down-vaccine-mandate-what-that-means-employers/.

[11] *See e.g.,* American Council on Education, *Coronavirus Higher Education Relief Fund, Simulated Distribution of the Funds under the CARES Act*, available at https://www.acenet.edu/Policy-Advocacy/Pages/HEA-ED/CARES-Act-Higher-Education-Relief-Fund.aspxh.

[12] *See e.g*, Office of Governor Newsom, *California Implements Measures to Encourage State Employees and Health Care Workers to Get Vaccinated* (July 26, 2021), https://www.gov.ca.gov/2021/07/26/california-implements-first-in-the-nation-measures-to-encourage-state-employees-and-health-care-workers-to-get-vaccinated/.

[13] *See, e.g.,* LA Mayor Press Release: *Mayor Garcetti Signs Vaccine Mandate For Indoor Venues* (October 2021) ("Mayor Eric Garcetti today signed an ordinance that will require eligible individuals to be vaccinated in order to enter indoor public spaces including, but not limited to, restaurants, bars, gyms, sports arenas, nail salons, and all indoor City facilities."), https://lamayor.org/mayor-garcetti-signs-vaccine-mandate-indoor-venues (last visited March 1, 2022).

authority to do so, and despite no available, fully approved FDA Product for these young children. [14]

58. In addition to enlistment of traditional state actors to coerce uptake of these Products, federal agencies also began strongly encouraging, financially incentivizing, and/or otherwise pressuring and enlisting *private organizations* such as private businesses, colleges, and hospitals to also use their significantly unequal bargaining power to impose uptake of the Products on their respective employees, students, and/or patients needing medical care.

59. None of these formerly autonomous and relatively private entities and organizations were remotely qualified on their own to make such momentous and irreversible medical decisions for their employees, students, or other individuals, and simply ignored the unique medical histories, risk profiles, and/or personal beliefs of such individuals in doing so.

60. All of these intrusions upon individual bodily autonomy were done at the behest of the Federal Government and without the luxury of being able to conduct any independent risk vs. benefit analyses for their respective students or employees. A proper analysis would have included: (a) an understanding of the limitations of any of these Products to stop infection or transmission of COVID-19 or any subsequent variants, (b) consideration of the clear safety warning signals already emerging from available studies and/or governmental agencies' own early warning adverse event reporting systems, such as the CDC/NIH's Vaccine Adverse Event Reporting System ("VAERS"), and/or (c) thoughtful consideration of whether the actual law or long-standing principles of bioethics allowed or supported forcing experimental medical products on individuals – and particularly young healthy adults – who in many instances neither needed nor wanted them.

SCU's Fall Semester Product Mandate

61. Defendant SCU was among the private universities willing to go along with government-incentivized coercive Product mandates in exchange for millions of dollars in federal CARES Act funding.

[14] *See e.g., Judge rules against SDUSD's student vaccine mandate in final ruling,* KUSI.com (December 2021), https://www.kusi.com/judge-rules-against-sdusds-student-vaccine-mandate-in-final-ruling-favoring-let-them-choose/ (last visited March 1, 2022); *Three Attorney Moms Win First Legal Battle in Case Against Piedmont Unified School District to Stop Vaccine Mandate*, Children's Health Defense, California Chapter website (January 2022), https://ca.childrenshealthdefense.org/legal/three-attorney-moms-win-first-legal-battle-in-case-against-piedmont-unified-school-district-to-stop-vaccine-mandate/ (last visited March 1, 2022).

62. In late July of 2021, after the majority of SCU's student population had already committed to attending SCU and had paid their fall tuition, housing, and other associated college fees, SCU announced its Initial Mandate for its students as a condition to these students attending classes or living in residential housing for the 2021-2022 academic year.

63. Defendant SCU indicated that it would not accept religious exemption requests for students and would grant only limited medical exemptions, despite allowing religious exemptions for faculty and staff.

64. Although many students and SCU families opposed SCU's Initial Mandate, many students ultimately submitted to the Initial Mandate and unwanted medical intervention under duress, and due to the coercive tactics of SCU administrators. SCU utilized SCU's unequal bargaining power to, among other things, threaten students with sudden loss of education, campus housing, already paid tuition, and academic and/or athletic scholarships if they did not submit.

65. Soon thereafter, many SCU students who were coerced into taking the initial one or two dose regiment of one of the Products became infected with COVID-19 after they were purportedly "vaccinated" against it. These students subsequently recovered, and according to many public health sources, then possessed a "super-immunity," due to both the initial doses of one of the Products and their actual recovery from the disease itself.[15]

66. In addition to contracting COVID-19 only after submitting to the Initial Mandate, a number of students, including Plaintiff Glenn, after having their initial religious and/or medical exemption requests wrongfully denied, ultimately submitted to getting a first and/or second dose of a Product, and suffered significant adverse effects as further described hereinbelow.

67. Not wanting to suffer any further health harms, Plaintiff Glenn submitted two separate medical exemption requests to exempt her from any further Mandate requirements. Each separate request was signed by an independent and licensed medical doctor who had treated Plaintiff Glenn after her post-injection injuries.

[15]Erika Watts, *COVID-19 combined with infection provides 'super immunity,'* Medical News Today (January 31, 2022), https://www.medicalnewstoday.com/articles/covid-19-vaccine-combined-with-infection-provides-super-immunity.

68. Plaintiff Glenn's requests were not only wrongfully denied by SCU, but SCU, through its agent Defendant Osofsky, took additional steps to interfere with Plaintiff Glenn's doctor-patient relationships by, among other things, calling and/or writing to the two independent treating physicians and pressuring them to retract their support for Plaintiff Glenn's medical exemption requests.

69. Defendant Osofsky's reason for interfering with Plaintiff Glenn's private doctor-patient relationships was because Defendant Osofsky did not personally believe Plaintiff Glenn's post-injection adverse effects were "severe enough" to warrant an exemption from taking further doses of the Products since she did not require hospitalization.

70. Upon information and belief, Defendant SCU had also agreed to achieve "high compliance" rates for its Initial Mandate in exchange for millions of dollars in federal CARES Act funds, and therefore sought to aggressively deny all medical exemption requests, unless a student was actually hospitalized with a severe reaction after taking one of the Products.

71. Consequently, Defendants informed Plaintiff Glenn that she would still be required to submit to further doses of the Product that had already resulted in her demonstrable harm.

Product Failures Lead to Unscientific and Dangerous "Booster" Campaigns

72. By mid-fall of 2021, it was apparent from the COVID-19 case and transmission data, studies of the Products' effectiveness, and other sources of data that the Products were failing to work as promised.[16]

73. Specifically, it was no longer plausible to deny that "vaccinated" individuals were being infected at alarming rates and were transmitting COVID-19 to others (whether "vaccinated" or "unvaccinated"), particularly the Delta and Omicron variants, at the same rates as -- or in some cases more than -- "unvaccinated" individuals were transmitting.[17]

---

[16] Madeline Holcomb, *Fully Vaccinated People Who Get a CoVID-19 Breakthrough Infection Transmit the Virus, CDC Chief Says,* CNN Health (August 6, 2021), https://www.cnn.com/2021/08/05/health/us-coronavirus-thursday/index.html (last visited October 18, 2021); *see also Resurgence of SARS-CoV-2 Infection in a Highly Vaccinated Health System Workforce,* N Engl J Med (September 30, 2021).

[17] *See e.g., Transmission of SARS-CoV-2 Delta Variant Among Vaccinated Healthcare Workers, Vietnam,* The Lancet (August 10, 2021), https://ssrn.com/abstract=3897733 (last visited October 18, 2021); Brown, et al., *Outbreak of SARS-CoV-2 Infections, Including COVID 19 Vaccine Breakthrough Infections, Associated with Large Public Gatherings-Barstable County, Massachusetts*, MMWR Morb Mortal Wkly Rep (July 2021), https://www.cdc.gov/mmwr/volumes/70/wr/mm7031e2.htm?s_cid=mm7031e2_w (last visited October 18,

74. Given such evidence, public health authorities were forced to admit that the Products had "short term efficacy" of two to six months at best, and were not, as originally proclaimed, doing very well to prevent infection, transmission, hospitalization, or even death due to COVID-19 or any of its variants. In fact, some studies were indicating that the Products might be causing "negative efficacy" in some individuals, particularly after repeated doses.[18]

75. As a solution, some public health authorities urged, or mandated, uptake of additional third -- or even fourth -- doses of these apparently short-lived Products.

76. Although the ingredients and mechanisms remained the same as the original products that were designed to combat the original Alpha COVID-19 variant, authorities and manufacturers nevertheless erroneously dubbed these additional doses "*boosters*" and announced that an indeterminate number of these "booster" doses might at some point be required, again due to the "short term efficacy" of the original doses.[19]

77. It was unclear to many observers how Products developed for the initial variant of the virus would also work against subsequent variants, including variants that some experts believed might have evolved in direct response to mass administration of the Products themselves during the middle of a pandemic.

78. Regardless, Federal and State public health authorities within the United States began to incentivize schools and universities with "COVID-19 relief funding" to now mandate "booster" doses of these same Products.

EUA Approval for Boosters Was Based on Political Not Actual Science

79. "Booster" doses of all Products for all age groups are authorized only under an EUA, meaning that third and fourth doses of these Products are completely experimental.

2021). *See also* CDC, *Interim Public Health Recommendations for Fully Vaccinated People,* Centers for Disease Control, https://www.cdc.gov/coronavirus/2019-ncov/vaccines/fully-vaccinated-guidance.html (last visited October 18, 2021).

[18] *See e.g.*, Steve Kirsch, *New Studies Show that the COVID Vaccines Damage Your Immune System, Likely Permanently* (Dec. 24, 2021), https://stevekirsch.substack.com/p/new-study-shows-vaccines-must-be?s=r (links to primary sources).

[19] *See e.g.,* Marianne Guenot, *Israel's Vaccine Pass Will Expire 6 Months after 2nd Dose, Meaning People Will Need Booster Shots to Keep Going to Restaurants and Bars,* https://www.businessinsider.com/israel-vaccine-pass-to-expire-after-6-months-booster-shots-2021-9 (last visited October 18, 2021).

80. In fact, all Products *currently available* for any age in the United States, including the initial doses and any "booster" doses, remain unapproved. Available Products in the United States are EUA only pursuant to 21 U.S.C. §360bbb-3. Although the FDA purportedly approved Pfizer's "Comirnaty" vaccine product on August 23, 2021 -- conveniently right before schools and colleges reopened for the fall term -- and approved Moderna's "SpikeVax" product on January 31, 2022, as of the date of this Complaint, neither the Comirnaty or the Spikevax products are available for consumers anywhere in the United States, including SCU students.

81. The difference between "Approval" and "Authorization" is not a semantic but a legally substantive distinction. Medical and pharmaceutical products allowed to be marketed pursuant to this EUA provision of law have very real distinctions from fully FDA approved products, and come with explicit, distinct legal restrictions and requirements, including the prohibition on marketing an EUA product as "safe and effective" because that claim cannot be made without FDA licensure.

82. The most critical right of a potential recipient being offered an EUA product is the right to refuse the product. (21 U.S.C. §360bbb-3).

83. Congress passed this provision of the Food, Drug, and Cosmetic Act to address the problem raised in *emergency situations* where the public could be at risk of exposure to a biological, chemical, radiological, or nuclear agent, and any disease caused by such agents, but where there may not be any previously approved or available countermeasures or other treatments to treat diseases or conditions caused by such agents. The purpose of this section is to make available drugs, devices, or biological products that have not gone through FDA's full approval process, available as a voluntary option, as the products may or may not be effective and an inherent risk is assumed. In the event of a declared emergency, members of the public are permitted to *choose* to take them.

84. Coercion and/or compulsion to take EUA Products is entirely inconsistent, incompatible, and in direct conflict with this federal and Congressionally required disclosure and informed consent provision.

85. First by issuing its Initial Mandate and then by adding a Booster Mandate in December of 2021, SCU violated students' basic legally established right to informed consent and their

enumerated right to refuse experimental products under EUA law.

86. SCU added its additional Booster Mandate despite widespread criticism by independent scientists and observers of the FDA/CDC's "booster" authorization process.[20]

87. Specifically, on September 17, 2021, the FDA's Vaccines and Related Biological Products Advisory Committee (VRBPAC) outright rejected Pfizer's EUA application for a third dose of its mRNA shot for all Americans ages 16 and older. The vote against authorization was unanimous.

88. Despite this unanimous advisory vote *against booster authorization*, the CDC announced its support of the booster doses, and the FDA went ahead two months later, skipped any further VRBPAC review process, and authorized both the Pfizer-BioNTech and Moderna 'booster' doses for all adults 18 years and older.

89. The FDA vote to override its own advisory committee was so controversial that two senior FDA regulators immediately resigned in protest and disgust.[21]

90. This protest was likely due to a lack of credible trial data and the dubious measurement of "success" relied upon by the CDC and FDA to support EUA for additional "booster" doses.

91. First, the Drug Manufacturers' "booster" studies used no actual unvaccinated control group. Instead, the trial was comprised solely of two-dose and three-dose "vaccinated" volunteers.

92. Second, the sample sizes of the booster trial groups were extremely small and should never have been used to justify how boosters would "work" on millions of other individuals. The Moderna Booster Trial used a mere 149 trial participants who would receive a third dose compared against 1,055 study volunteers who had received two doses. The Pfizer booster study consisted of 200 participants in total.

93. Third, the Drug Manufacturers' measurement of "booster" success was equally dubious. "Success" was measured simply by showing a "rise in antibody levels" between the two-dose volunteers and the three-dose volunteers. There was no attempt to ascertain the number

[20] *See e.g.,* Toby Rogers, *Some thoughts on Today's ACIP meeting* (Nov. 2, 2021), https://tobyrogers.substack.com/p/some-thoughts-on-todays-acip-meeting?s=r

[21] *See e.g.,* Jeffrey Tucker, *The Meaning of FDA Resignations*, Brownstone Institute, (Sept. 14, 2021), https://brownstone.org/articles/the-meaning-of-the-fda-resignations/ (last visited March 1, 2022).

needed to vaccinate with this additional dose "booster" in order to prevent a single hospitalization or death from COVID-19 or any of its variants.

94. Finally, the trial did not measure adverse events from the additional third dose, and no actual 'beneficial' health impacts on the recipients were measured or confirmed.

95. In sum, the booster "trials" were a scientific sham, conducted with the least amount of scientific rigor possible. All involved acted as though they already knew that a pre-determined fast-tracked outcome was guaranteed: CDC and FDA authorization of these additional "booster" doses for all adults, and eventually all children, throughout the United States.

96. On November 19, 2021, two months after its own advisory committee unanimously recommended against it, FDA granted EUA status for both Pfizer-BioNTech and Moderna "booster" shots for all adults in the United States ages 18 years and older. The Johnson & Johnson booster was soon thereafter also granted EUA.[22]

97. Apparently, the "science changed."

98. It is no wonder why epidemiologist and COVID-19 medical expert Vinay Prassad has recently opined that colleges imposing "booster" requirements on young healthy adults have engaged in "astonishing foolishness" in doing so.[23]

SCU's Booster Mandate Was a Breach of Contract and Implied Good Faith with Its Students

99. Despite now having clear notice and actual evidence that many of its students had only first contracted COVID-19 after being "vaccinated" against it and that the Products had already caused actual harm to at least some of its students, SCU imposed a Booster Mandate as a condition to SCU students' continuing with their in-person education for the spring semester, less than one month after

[22] *See e.g.,* FDA Letter of EUA for single booster use of Janssen COVID-19 Vaccine – November 19, 2021, https://www.fda.gov/media/146303/download. (last visited March 1, 2022).

[23] *See* Dr. Vinay Prassad, *Public Health Needs Restriction: Observations and Thoughts* (February 26, 2022), https://vinayprasadmdmph.substack.com/p/public-health-needs-restrictions?utm_source=url ("Colleges should be prohibited from mandating medical products under the auspices of EUA. What is going on right now on college campuses is astonishing foolishness"). *See also University Vaccine Mandates Violate Medical Ethics* (June 4, 2021), https://www.wsj.com/articles/university-vaccine-mandates-violate-medical-ethics-11623689220.

FDA's sham granting of EUA for the "boosters."

100. SCU announced its Booster Mandate during the Winter break of 2021, after SCU students had already selected their spring courses and only after collecting tuition and fees from SCU families and students for the spring semester.

101. As with its Initial Mandate, SCU refused to accept religious exemption requests from students to the Booster Mandate but allowed them for faculty and staff. On information and belief, SCU has also continued to reject legitimate medical exemption requests, including requests for medical exemptions submitted by SCU students who had already suffered adverse effects from earlier doses of a Product, including plaintiff Glenn.

102. SCU also refuses to recognize a "natural immunity" or alleged "super-immunity" medical exemption request to the Booster Mandate, despite there now being over 140 studies establishing the superiority of natural immunity to any short-lived "vaccine-induced" immunity.[24]

103. In addition, given that numerous public health sources and officials claim that the combination of taking a Product and recovering from COVID-19 or any of its variants confers "super-immunity," SCU"s ongoing decision to ignore this "super-immunity" and to demand these students submit to a third dose of Product demonstrates that its Booster Mandate has nothing to do with concern for its student health – and everything to do with compliance with absurd protocols for their own sake in lockstep with a governmental "vaccination" policy gone tragically awry.

104. SCU did not, and does not, possess the relevant medical expertise to force these Products on its students. Rather, it imposed this additional and unlawful Booster Mandate to aid and abet a governmental goal of "universal vaccination" in exchange for millions of dollars in federal "COVID-19 relief funds," despite no evidence that: (1) additional doses of the same failing products

[24] *See e.g., Lasting immunity found after recovery from COVID-19*, NIH Research Matters (Jan. 26, 2021), https://www.nih.gov/news-events/nih-research-matters/lasting-immunity-found-after-recovery-covid-19 (last visited March 1, 2022); Sivan Gazit, et. al., *Comparing SARS-CoV-2 natural immunity to vaccine-induced immunity: reinfections versus breakthrough infections* (Aug. 25, 2021) ("This study demonstrated that natural immunity confers longer lasting and stronger protection against infection, symptomatic disease and hospitalization caused by the Delta variant of SARS-CoV-2, compared to the BNT162b2 two-dose vaccine-induced immunity.") https://www.medrxiv.org/content/10.1101/2021.08.24.21262415v1%20 (last visited March 1, 2022).

would prevent against infection, transmission, hospitalization, or death among the SCU community due to COVID-19 or any of its variants, or (2) coercing young healthy adults to take *additional* doses of the same Products would be free of any new significant adverse reactions.

Risk and Benefits Weigh Against Booster Mandate

105. Had SCU done *any* risk-benefit analysis or due diligence before deciding to coerce additional and unwanted Products on its students, it might have discovered the actual and deeply concerning empirical evidence related to the safety and lack of effectiveness of these still unapproved Products.

106. Specifically, real world data coming out of highly "vaccinated" and "boosted" countries such as Israel and the United Kingdom are already showing that additional third and fourth doses of the Products also lack long-term efficacy and lose whatever slight "effectiveness" against COVID-19 or any of its variants it may have plausibly had within four to eight weeks of injection.[25]

107. In fact, the data now emerging from the UK and Israel suggests that additional third and fourth doses of these Products leads to negative efficacy, making those with third and fourth doses of a Product even more likely to get infected – and to transmit – COVID-19 or any of its variants.

108. Even more concerning: data from these highly "boosted" and "vaccinated" countries such as Israel, Iceland, UK, and Gibraltar suggests that these countries suffered an extraordinary rise in excess deaths in 2021, post Product roll-out. Recent official reports from England also confirm that 9 out of every 10 "COVID-19" deaths in that country in the last month have been "fully vaccinated" and 4 out of 5 of those deaths are in the "triple vaccinated" or "boosted"[26]

109. Studies are also now suggesting that additional "booster" doses of these Products could actually lead to significant harm to booster recipients by way of dysregulation of the natural adaptive

[25] *See e.g.,* Regev-Yochay, *4th Dose COVID mRNA Vaccines' Immunogenicity & Efficacy Against Omicron VOC* (Feb. 15, 2022), https://www.medrxiv.org/content/10.1101/2022.02.15.22270948v1; *see also EU Regulator Expresses Doubt on Need for Fourth Dose*, Reuters (Jan. 11, 2022), https://www.reuters.com/business/healthcare-pharmaceuticals/eu-drug-regulator-says-more-data-needed-impact-omicron-vaccines-2022-01-11/.

[26] *See e.g.,* UK COVID-19 vaccine surveillance report, week 8 (Feb. 24, 2022), https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/1057599/Vaccine_surveillance_report_-_week-8.pdf.

and innate immune systems.[27] In other words, too many primes of the pump might in fact cause an unwelcome overreaction, and a dangerous increase in the risk of self-to-self attack.[28]

110. Other studies now suggest that "vaccinating" those with pre-existing immunity to SARS-Cov-2 from either prior natural infection or post-"vaccine" infection and recovery may also lead to increased risks of harm, such as through significantly increased risks of antibody dependent enhancement and/or increased risk of blood clotting.

111. Another recent study suggests that, although it was originally presumed that the injection of mRNA genetic material would stay localized in the area of injection, it is now believed that the "spike protein" in many cases actually travels elsewhere in the body very quickly, sometimes reaching the liver, the spleen, the adrenal glands, the ovaries, and sometimes the brain – places where the actual SARS-Cov-2 virus does not usually travel.[29]

112. Still another recent study suggests the possibility that the mRNA injection might even rewrite our human DNA through a process called reverse transcription.[30]

113. Alarming safety signals within VAERS also weigh against Product mandates or even Product use entirely. As of February 18, 2022, there were over a million reports of adverse effects from the Products, including 24,000 reported deaths and hundreds of thousands of other serious adverse effects occurring soon after uptake of one of the Products. These adverse effects include myocarditis, Bell's Palsy, Guillain-Barre, Transverse Myelitis, paralysis, seizures, aphasia, blood clotting, thrombocytopenia, cardiac arrest, strokes, organ failures, and a drastic increase in miscarriages immediately following uptake of a first, second, or third dose of the Products.[31]

---

[27] *See e.g.,* Fohse, et. al., *The BNT mRNA Vaccine against SARS-COv-2 Reprograms Both Adaptive and Innate Immune Responses*, Medrxiv, https://www.medrxiv.org/content/10.1101/2021.05.03.21256520v1.

[28] *See e.g., The Dangers of Booster Shots and COVID-19 "Vaccines": Blood Clots and Leaky Vessels,* https://doctors4covidethics.org/boosting-blood-clots-and-leaky-vessels-the-dangers-of-covid-19-vaccines-and-booster-shots/.

[29] *See e.g.,* Jessica Rose, *It Does Incorporate Into Human DNA, and It's Probably Messing Up Embryogenesis*, https://jessicar.substack.com/p/it-does-incorporate-into-human-dna?s=r (discussion of two recent scientific studies).

[30] *See* Alden, et. al., *Intracellular Reverse Transcription of Pfizer-Bionetch COVID-19 mRNA Vaccine BNT162b2 In Vitro in Human Liver Cell Line,* Current Issues in Molecular Biology, (Feb. 25, 2022), https://www.mdpi.com/1467-3045/44/3/73.

[31] For an easier way to view VAERS data, visit: https://openvaers.com/covid-data/mortality. It is widely acknowledged that the VAERS system significantly underreports actual adverse events. It is estimated that

114. There are far more reported adverse events in VAERS due to the Products than for all other "vaccines" combined over the last thirty years.[32]

115. There are also now hundreds of published studies showing vaccine-induced myocarditis following first and second doses of the Products.

116. For males ages 18-24, SCU's student age cohort, the risk of myocarditis is at least five times greater after taking one of the Products than any risk of myocarditis from the disease itself.[33]

117. In fact, in weighing the risks of myocarditis in adolescents, Taiwan, Norway, and the UK have all suspended the second dose of mRNA "vaccines" for this age cohort due to this increased risk.[34]

118. Another concerning data point is the data coming from several large insurance companies. This data suggests there has been an up to 40% increase in unexplained "non-COVID" all-cause mortality for 18-64 year old Americans in 2021—corresponding to the time frame of the roll-out of the Products.[35] While correlation does not equal causation, such an enormous increase in "non-COVID-19" mortality in younger age groups following the introduction of a fast-tracked, highly orchestrated global "vaccination" program with novel-mRNA-technology should at the very least merit some serious caution and deliberation prior to mandating such Products for other human beings.

119. Yet, despite the now-triangulated data showing glaring red signals of harm, there is no "stopping" point built into the roll-out of these Products. The government appears to be totally

---

only 1%-10% of actual adverse events are recorded in this passive self-reporting system. *See Grant Final Report: Electronic Support for Public Health – Vaccine Adverse Event Reporting System (ESP:VAERS)* (December 1, 2007 to September 30, 2010, https://digital.ahrq.gov/sites/default/files/docs/publication/r18hs017045-lazarus-final-report-2011.pdf.

[32] *See e.*g, Steve Kirsch, *Estimating the Number of COVID-19 Vaccine Deaths in America*, https://www.skirsch.com/covid/Deaths.pdf; Steve Kirsch, *New Big Data Study of 145 Countries Show COVID Vaccines Make Things Worse* (Cases and Deaths) (Jan. 8, 2022,), https://stevekirsch.substack.com/p/new-big-data-study-of-145-countries?s=r (links to primary sources within).

[33] *See* Jessica Rose & Peter McCullough, *A Report on Myocarditis Adverse Events in the U.S. Vaccine Adverse Events Reporting System In Association With COVID-19 Injectable Products*, (Nov. 2, 2021), https://jessicar.substack.com/p/a-report-on-myocarditis-adverse-events?s=r.

[34] *See* Li et. al, *Myocarditis Following COVID-19 BNT162b2 Vaccination Among Adolescents in Hong Kong*, Letter, JAMA Pediatrics (Feb. 25, 2022), https://jamanetwork.com/journals/jamapediatrics/fullarticle/2789584.

[35] *See* Margaret Menge, *Indiana Life Insurance CEO says Deaths are up 40 percent among people ages 18-64*, The Center Square, (Jan. 1, 2022), https://www.thecentersquare.com/indiana/indiana-life-insurance-ceo-says-deaths-are-up-40-among-people-ages-18-64/article_71473b12-6b1e-11ec-8641-5b2c06725e2c.html

unwilling to roll-back this program of unprecedented vaccine-induced carnage, still robotically parroting that the "vaccines are safe and effective" while the mounting evidence shows otherwise.

SCU Students Are at Little Risk of Severe COVID-19 of Any of Its Variants

120. In contrast to the unprecedented level of adverse effects being reported after receipt of the Products, for those under 30, the risk of serious morbidity and mortality due to COVID-19 or any of its variants itself is close to zero.

121. Global data from the last 22 months has shown that children and young adults are extremely unlikely to be hospitalized from COVID-19 or any of its variants, and even less likely to die from the disease. In fact, the data from Europe suggests that a healthy 18-year-old has a risk of death of lower than one in 1 million.

122. In the United States, the stratified risk from COVID-19 shows the average age of death from COVID-19 or any of its variants is 78 years old and occurs in a subject with four or more comorbidities.

123. As of January 12, 2022, less than one percent of the country's recorded COVID-19 related deaths have been individuals under the age of 30.

124. With a statistically zero risk of death, hospitalization, or severe symptoms of COVID-19 or any of its variants, there is literally no legitimate public health reason or any rational basis to force experimental Products, including additional doses of such Products, on young healthy students, particularly where these Products do not stop infection or transmission to others and therefore do nothing to protect anyone else from COVID-19 or any of its variants.

125. In forcing its Mandate upon its students without having conducted any necessary risk-benefit analysis, and despite having actual knowledge of harm to SCU students occurring from administration of these Products, including but not limited to the named plaintiffs herein, SCU has violated numerous fundamental Constitutional, statutory, and natural rights of its students, and engaged in intentional, reckless and/or negligent behavior towards the health, safety and well-being of students it owes a duty to protect.

/ / /

Factual Allegations Specific to the Individual Parties

126. Plaintiffs reallege and incorporate by reference their allegations in each of the preceding paragraphs in this Complaint as fully set forth herein. The individual plaintiffs are students at SCU who are directly affected by the Mandate, including the Booster Mandate, and are imminently threatened with loss of in-person education, services, scholarships, social activities, and other benefits of an SCU in-person education as a result of not complying with the terms of the Mandate.

127. Plaintiff Harlow Glenn is a 20 year old sophomore at SCU who first requested a religious exemption to the Initial Mandate on August 23, 2021 in advance of the September 1, 2021 deadline given to her by SCU. Despite Ms. Glenn's deeply held religious beliefs, her accommodation was rejected by defendant Deepra Arora, who thereupon threatened Ms. Glenn repeatedly through emails and calls about her loss of housing, classes, and other benefits of being an in-person student at SCU unless Ms. Glenn submitted to the Initial Mandate.

128. Ms. Glenn subsequently took a first dose of the Pfizer Product under duress and immediately suffered severe adverse effects. She experienced an immediate numbing in her legs amounting to partial paralysis and was taken to the local Emergency Room and treated. Ms. Glenn then suffered months of severe headaches, menstrual cycle dysfunction, bleeding during urination, hair loss, severe anxiety, overall body pain, and general malaise.

129. Later, Ms. Glenn also came down with an intense bout of COVID-19.

130. Ms. Glenn then sought and was given a doctor's note from her immediate treating physician, Dr. Steven Ando, which she submitted to SCU and requested medical exemption to taking another dose of the Product. SCU campus physician, Defendant Osofsky, then interfered with Ms. Glenn's doctor-patient relationship by contacting Dr. Ando and persuading Dr. Ando to retract his support for Ms. Glenn's medical exemption request.

131. Ms. Glenn then sought treatment and assistance from her regular general practitioner, Dr. Awadeh. Dr. Awadeh examined Ms. Glenn and treated her for her post-injection injuries and agreed to support Ms. Glenn's second request for a medical exemption. Dr. Awadeh and Ms. Glenn submitted a SCU Medical Immunization Exemption Request on the basis of Ms. Glenn's "severe

reaction to the first dose of the mRNA vaccine product." Defendant Osofsky then also interfered with Ms. Glenn's private doctor-patient relationship by writing to Dr. Awadeh and urging her to retract her support for Ms. Glenn's request for medical exemption. Dr. Awadeh informed Ms. Glenn that defendant Osofsky did not believe Ms. Glenn was entitled to an exemption because her reaction to the Product had not been "severe enough to require hospitalization."

132. SCU then rejected Ms. Glenn's request for medical exemption and informed her that she would no longer be able to attend SCU or complete her spring semester if she did not submit to another two doses of the Product. SCU intends to immediately disenroll all students who do not submit to the Booster Mandate by March 17, 2022.

133. Plaintiff Glenn does not wish to submit to any further doses of the Products under the Mandate and will suffer irreversible harm if the Mandate, including the Booster Mandate, is not enjoined and/or she is not granted a medical exemption. Plaintiff Glenn also seeks damages for the harms caused to her due to Defendants' coercive, reckless, and negligent actions.

134. Plaintiff Druker is a 19-year-old sophomore at SCU who submitted to the Initial Mandate and regrets it. Although he has not yet suffered any known adverse effects from the first two doses of a Product, like many of his peers, he does not want to take an additional dose of one of the Products in order to comply with the Booster Mandate.

135. In addition, as a 19-year-old healthy male athlete, and given the emerging and consistent evidence of heightened risks of myocarditis in men ages 18-24 from taking additional doses of one of the Products, Plaintiff Druker does not wish to take on this additional and heightened risk of heart harm.

136. Plaintiff Druker also objects to SCU's attempt to coerce him and other SCU students into taking medical treatments they do not want or need.

137. Because SCU will immediately disenroll any student who does not submit to the Booster Mandate by March 17, 2022, Plaintiff Druker will suffer irreversible harm if the Booster Mandate is not immediately enjoined. Plaintiff Druker also seeks damages for the harms already caused to him due to Defendants' coercive, reckless, and negligent actions.

FIRST CAUSE OF ACTION

DECLARATORY RELIEF – STATE ACTOR

(For Violations of 42 U.S.C. 1983)

(*All Plaintiffs Against All Defendants*)

138. Plaintiffs reallege all allegations set forth elsewhere in this Complaint as if fully set forth herein.

139. Defendants are subject to constitutional limitations when they act as a state actor. (*See Willis v. Univ. Health Services, Inc.* (11th Cir. 1993) 993 F.2d 837, 840).

140. A private party may be found to be a state actor and a challenged activity may be found to be state action when it results from the State's exercise of coercive power, when the State provides significant encouragement, either overt or covert, or when a private actor operates as a willing participant in joint activity with the State or its agents. (*Brentwood Acad. v. Tennessee Secondary Sch. Athletic Ass'n,* (2001) 531 U.S. 288, 295).

141. There are three tests for determining when a private party is acting under color of state law. The Public Function Test, State Compulsion Test, and Nexus/Joint Action Test.

142. The Public Function Test limits state action to instances where private actors are performing functions traditionally the exclusive prerogative of the state.

143. The State Compulsion test limits state action to instances where the government has coerced or at least significantly encouraged the action alleged to violate the Constitution. While the mere fact that a private organization receives most of its funding from the government does not make it a private actor, an organization may be deemed a state actor "when the state has exercised coercive power or has provided such significant encouragement…that the choice must in law be deemed to be that of the state." (*Blum v. Yaretsky* (1982) 457 U.S. 991).

144. Here, SCU is a state actor under both the Public Function and State Compulsion tests since it is undertaking the public function of advancing a public health "vaccination" program and it has been coerced and significantly encouraged by the state and federal governments to violate the Plaintiffs' Constitutional rights.

145. But for the compulsion and significant financial encouragement by the federal government through millions of dollars in federal "COVID-19 relief" CARES funding with "universal vaccination" strings attached, Defendants would not have undertaken such an irrational and damaging policy so as to remove SCU students from enrollment at SCU, deprive them of their civil rights and rights to educations, housing, scholarships, academic success, social development, and other benefits they stand to lose for not submitting to an illegal Mandate.

146. In other words, the federal government has entered into the Defendants' decision-making process, such that SCU may be said to be an actor of the government.

147. There is a bona fide, actual, and present need for a declaration over the relative rights and duties between Plaintiffs and Defendants, and this declaration is not propounded from the mere curiosity or to obtain legal advice.

148. This Court should declare that the Defendants are state actors relative to the Mandate, including the Booster Mandate, it imposed and continues to impose upon SCU students, and that Plaintiffs are therefore entitled to the Constitutional and statutory protections against violations that would apply to governmental actors.

149. Pursuant to 42 U.S.C. § 1983, Plaintiffs are entitled to temporary, preliminary, and permanent injunctive relief restraining SCU from continuing to enforce its unconstitutional Mandate, including the Booster Mandate.

150. WHEREFORE, Plaintiffs pray for relief as set forth below.

SECOND CAUSE OF ACTION

(Declaratory and Injunctive Relief)

VIOLATION OF THE FOURTEENTH AMENDMENT -- SUBSTANTIVE DUE PROCESS

(Brought Pursuant to 42 U.S.C. § 1983)

(*All Plaintiffs Against All Defendants*)

151. Plaintiffs reallege and incorporate by reference their allegations in each of the preceding paragraphs in this Complaint as if fully set forth herein.

152. Since Defendants are state actors enforcing governmental policies and objectives, they

are subject to constitutional limitations and scrutiny.

153. SCU's Mandate violates the liberty protected by the Fourteenth Amendment to the Constitution, which includes rights of personal autonomy, self- determination, bodily integrity and the right to reject medical treatment.

154. The Products are not vaccines, as that term has traditionally been understood, but are, as a factual matter, medical treatments. They are often referred to as vaccines, for various reasons explained herein, but they are not. They are medical treatments. Indeed, the CDC even recently changed its own definitions of "Vaccine" and "Vaccination" to eliminate the word, "immunity" in a highly cynical move to include these Products into the uniquely protected class of drugs known as "vaccines." But by all legitimate, non-politicized metrics and prior universally accepted definitions, these Products are medical treatments, and not vaccines.

155. The ability to decide whether to accept or refuse medical treatment is a fundamental right.

156. Accordingly, the Mandate, including the Booster Mandate, violates Plaintiffs' constitutional right to decisional privacy with regard to medical treatment.

157. Because the Products are medical treatments, and not vaccines, strict scrutiny applies. The US Supreme Court has recognized a "general liberty interest in refusing medical treatment." (*Cruzan v. Dir., Mo. Dep't of Health* (1990) 497 U.S. 261, 278, 110 S. Ct. 2841, 2851, 111 L.Ed.2d 224, 242. It has also recognized that the forcible injection of medication into a nonconsenting person's body represents a substantial interference with that person's liberty. (*Washington v. Harper* (1990) 494 U.S. 210, 223, 229 (further acknowledging in dicta that, outside of the prison context, the right to refuse treatment would be a "fundamental right" subject to strict scrutiny).

158. As mandated medical treatments are a substantial burden, Defendants must prove that the Mandate is narrowly tailored to meet a compelling interest.

159. No such compelling interest exists because, as alleged above, the Products are not effective against the now dominant Omicron variant of COVID-19 (COVID-19 and/or any additional variants now collectively referred to herein as "COVID") in that they do not prevent the recipient from

becoming infected, getting reinfected, or transmitting COVID to others. Indeed, evidence shows that vaccinated individuals have more COVID in their nasal passages than unvaccinated people do. The Omicron variant is the current variant and accounts for over 90% of the COVID infections in the United States at this time.

160. The Products may have been somewhat effective against the original COVID strain, but that strain has come and gone, and the Products— designed to fight yesterday's threat—are simply ineffective against the current variants.

161. Since the Products are ineffective against the current variants, there can be no compelling interest to mandate their use at this time.

162. But even if there were a compelling interest in mandating the Products, the Mandate is not narrowly tailored to achieve such an interest. The blanket Mandate, including the Booster Mandate, ignores individual factors increasing or decreasing the risks that the plaintiffs—indeed, all SCU community members—pose to themselves or to others.

163. Defendants entirely disregard whether students have already obtained natural immunity, despite the well-established fact that natural immunity does actually provide immunity, whereas the Products do not.

164. Defendants also entirely disregard whether students who have submitted to the Initial Mandate and then recovered from COVID now have "super-immunity" and do not need any additional doses of the Products, and/or that, in fact, additional doses of the Products may cause significant harm to such students.

165. Treating all SCU students the same, regardless of their individual medical status, risk factors, and natural immunity status is also not narrowly tailored.

166. Indeed, even if the test set forth in *Jacobson* was the appropriate standard, which it is not, the Mandate would still fail to satisfy that standard for the reasons set forth above.

167. "[I]f a statute purporting to have been enacted to protect the public health, the public morals or the public safety, *has no real or substantial relation to those objects*, or is, beyond all question, a plain, palpable invasion of rights secured by the fundamental law, it is the duty of the courts

to so adjudge, and thereby give effect to the Constitution." (*Jacobson v. Massachusetts* (1905) 197 U.S. 11, 31(emphasis added)).

168. As set forth more fully above, the risk of death from COVID is extremely low, and is almost zero in the 18-25 age range of a typical SCU student.

169. The available Products for COVID generally do not confer sterilizing immunity. Rather, they simply lessen the severity of symptoms for individuals who receive them. They are actually a prophylactic treatment for COVID and not a vaccine at all.

170. The Products, including the additional "booster" doses of the Products, are now known to cripple the immune systems of some of those to whom they are administered and also create product-based dependencies.

171. Given these facts, as more fully set forth above, the Mandate, including the Booster Mandate, has no real or substantial relation to public health or is beyond all question, a plain, palpable invasion of fundamental rights secured by law.

172. Alternatively, the Mandate, including the Booster Mandate, has no real or substantial relation to public health or is beyond all question, a plain, palpable invasion of rights secured by fundamental law as to those Plaintiffs with natural immunity or "super-immunity." It is therefore unconstitutional regardless of which standard of review is applied.

173. Pursuant to 42 U.S.C. § 1983 and other applicable law, Plaintiffs are entitled to temporary, preliminary, and permanent injunctive relief restraining Defendants from enforcing the Mandate, including the Booster Mandate.

174. WHEREFORE, Plaintiffs pray for relief as set forth below.

/ / /

/ / /

/ / /

/ / /

/ / /

/ / /

THIRD CAUSE OF ACTION

(Declaratory and Injunctive Relief)

VIOLATION OF THE FOURTEENTH AMENDMENT - EQUAL PROTECTION UNDER THE LAW

(Brought Pursuant to 42 U.S.C. § 1983)

(*All Plaintiffs Against All Defendants*)

175. Plaintiffs reallege and incorporate by reference their allegations in each of the preceding paragraphs in this Complaint as if fully set forth herein.

176. Since Defendants are state actors enforcing governmental policies and objectives, they are subject to constitutional limitations and scrutiny.

177. The Equal Protection Clause prohibits classifications that affect some groups of citizens differently than others. (*Engquist v. Or. Dept. of Agric.* (2008) 553 U.S. 591, 601.) The touchstone of this analysis is whether a state creates disparity between classes of individuals whose situations are arguably indistinguishable. (Ross v. Moffitt (1974) 417 U.S. 600, 609.) The Mandate creates three classes of SCU students: (1) those who are "vaccinated and boosted" with a Product; (2) those who are "vaccinated" with at least one or two doses of a Product but not "boosted" with an additional second or third dose ("not boosted"); and (3) those who are "unvaccinated." The members of the second and third classes – those "unvaccinated" or "not boosted" get thrown out of SCU and/or lose other benefits of in-person education at SCU. The remaining favored class, the "vaccinated and boosted," get to remain on SCU's campus and enjoy all other benefits of in-person education at SCU.

178. Yet the situations of these three classes of students are indistinguishable because "vaccinated plus boosted," "not boosted" and "unvaccinated" students can all become infected with COVID, can all become re-infected with COVID, and can all transmit COVID to fellow students or others within the SCU community, including visitors. The Products make no difference in these respects. Their only function is to allegedly make an individual's symptoms less severe.

179. Discriminating against the unvaccinated and the not boosted in favor of the "vaccinated plus boosted" violates the goals of the Equal Protection Clause – i.e., to abolish barriers presenting

unreasonable obstacles to advancement on the basis of individual merit.

180. This deprivation of equal access to education, housing, and other benefits of attending SCU is discriminatory, and Defendants lack a compelling basis for the implementation of such policies. Accordingly, Defendants have violated and continue to violate Plaintiffs' right to equal protection under the law, and Defendants' policies cannot stand.

181. Pursuant to 42 U.S.C. § 1983, Plaintiffs are entitled to temporary, preliminary, and permanent injunctive relief restraining Defendants from enforcing the Mandate, including the Booster Mandate.

182. WHEREFORE, Plaintiffs pray for relief as set forth below.

FOURTH CAUSE OF ACTION

(Declaratory and Injunctive Relief)

VIOLATION OF THE FIRST AMENDMENT– FREE EXERCISE CLAUSE

(Brought Pursuant to 42 U.S.C. 1983)

(*All Plaintiffs against All Defendants*)

183. Plaintiffs reallege and incorporate by reference their allegations in each of the preceding paragraphs in this Complaint as if fully set forth herein.

184. Since Defendants are state actors enforcing governmental policies and objectives, they are subject to constitutional limitations and scrutiny.

185. The First Amendment's Free Exercise Clause provides that "Congress shall make no law respecting an establishment of religion or prohibiting the free exercise thereof."

186. SCU's Mandate, including its Booster Mandate, on its face and as applied, violates Plaintiffs' First Amendment right to free exercise of religion because they put Plaintiffs to the choice of either violating their religious beliefs or losing their education and right to bodily autonomy. In short, the Mandate, including the Booster Mandate, substantially interfere with Plaintiffs' free exercise of religion.

187. SCU's Mandate, including its Booster Mandate, on its face and as applied, is not generally applicable because as the Supreme Court recently reaffirmed, a policy that provides a

"mechanism for individualized exemptions" is not generally applicable. *Fulton v. City of Philadelphia* (2021) 141 S. Ct. 1868, 1877).

188. Here, the Mandate, including the Booster Mandate, provides medical exemptions for students, but provide medical and religious exemptions to faculty and staff on an individualized basis, and the Defendants maintain the right to extend exemptions in whole or in part.

189. SCU denied Plaintiff Glenn's request for a religious exemption based on her sincerely held religious beliefs, while granting religious exemptions to others, including SCU faculty and staff, on an individualized basis.

190. For these reasons, the policies are not generally applicable. And as a result, the Mandate, including the Booster Mandate, is subject to strict scrutiny.

191. SCU's Mandate, including the Booster Mandate, is not neutral because it favors and prioritizes medical exemptions.

192. SCU's Mandate, including the Booster Mandate, and policies fail strict scrutiny because they are not narrowly tailored to meet any compelling government interest.

193. As a direct and proximate result of SCU's violation of the First Amendment, Plaintiffs have suffered, and will suffer, irreparable harm, including the loss of their fundamental constitutional rights, entitling them to declaratory and injunctive relief.

194. WHEREFORE, Plaintiffs pray for relief as set forth below.

FIFTH CAUSE OF ACTION

VIOLATION OF CALIFORNIA CONSTITUTION – FREE EXERCISE

(*All Plaintiffs Against All Defendants*)

195. Plaintiffs reallege and incorporate by reference their allegations in each of the preceding paragraphs in this Complaint as if fully set forth herein.

196. Since Defendants are state actors enforcing governmental policies and objectives, they are subject to constitutional limitations and scrutiny actions as described above.

197. Defendants interfered with Plaintiffs' free exercise of religion in violation of Cal. Const. art. I, § 4, in that Plaintiff Glenn and others similarly situated have been deprived of their right

to the free exercise of religion as a SCU student who opposes taking the mandated Product on a religious basis.

198. If Defendants are not restrained and enjoined from their course of conduct, the interference will continue indefinitely.

199. An actual controversy now exists between the parties, in that plaintiff Glenn contends that Defendants' actions violate her right to freely exercise Plaintiff's religion, which is protected by the U.S. Const. Amend. I and by Cal. Const. art. I, §4.

200. WHEREFORE, Plaintiffs pray for relief as set forth below.

SIXTH CAUSE OF ACTION

(Declaratory and Injunctive Relief)

VIOLATION OF CALIFORNIA CONSTITUTION -- RIGHT TO PRIVACY

(*All Plaintiffs v. All Defendants*)

201. Plaintiffs reallege and incorporate by reference their allegations in each of the preceding paragraphs in this Complaint as if fully set forth herein.

202. Since Defendants are state actors enforcing governmental policies and objectives, they are subject to constitutional limitations and scrutiny.

203. Article I, Section I of the California Constitution recognizes that "[a]ll people are by nature free and independent and have inalienable rights" including "pursuing and obtaining…privacy."

204. Individuals have a right to privacy under the California Constitution. This state law privacy right, which was added to the California Constitution by voters in 1972, is far broader than the right to privacy under the federal Constitution. It is the broadest privacy right in America and has been interpreted by the California Supreme Court to protect both the right to informational privacy and to bodily integrity. (*Robbins, supra,* 38 Cal.3d 199, 212).

205. Many of Plaintiffs' members, along with the individual plaintiffs, object to the entire Mandate and do not intend to comply with the Booster Mandate. They object to forced medical treatments, which have already caused and/or may cause dire health consequences for them, up to and

including death.

206. SCU students have a legally-protected privacy interest in their bodily integrity and their medical information. They also have the fundamental right to refuse unwanted medical treatments. (*Bartling, supra,* 163 Cal.App.3d 186, 195; *see also Cruzan v. Dir. Mo. Dep't of Health* (1990) 497 U.S. 261, 278)).

207. SCU students' expectation of medical privacy, bodily autonomy, and freedom from bodily invasion is reasonable.

208. Defendant's Mandate, including the Booster Mandate, constitutes a serious invasion of those privacy rights, as alleged above.

209. Although Defendants may argue that the Mandate, including the Booster Mandate, serves a compelling interest, there are feasible and effective alternatives to controlling the spread of COVID-19 that have a lesser impact on privacy interests, particularly where none of the Products prevent infection or transmission of COVID-19 or any of its variants and may even increase susceptibility to the now-dominant Omicron variant.

210. Plaintiffs desire a judicial declaration that the Mandate, including the Booster Mandate, is unconstitutional because it violates SCU's students' right to privacy under the California Constitution.

211. A judicial determination of these issues is necessary and appropriate because such a declaration will clarify the parties' rights and obligations, permit them to have certainty regarding those rights and potential liability, and avoid a multiplicity of actions. An actual and present controversy exists with respect to the disputes between Plaintiffs and Defendants as alleged above (Code Civ. Proc., § 1060).

212. Defendants have harmed and continue to harm Plaintiffs, including the individual plaintiffs, as alleged above.

213. Plaintiffs have no adequate remedy at law and will suffer irreparable harm if the Court does not declare the Mandate unconstitutional. Thus, they seek preliminary and permanent injunctive relief enjoining Defendants from enforcing the Mandate, including the Booster Mandate.

214. WHEREFORE, Plaintiffs pray for relief as set forth below.

SEVENTH CAUSE OF ACTION

(Declaratory and Injunctive Relief)

VIOLATION OF CALIFORNIA CONSTITUTION – EQUAL PROTECTION

(*All Plaintiffs v. All Defendants*)

215. Plaintiffs reallege and incorporate by reference their allegations in each of the preceding paragraphs in this Complaint as if fully set forth herein.

216. Since Defendants are state actors enforcing governmental policies and objectives, they are subject to constitutional limitations and scrutiny.

217. Under the Equal Protection Clause of the California Constitution, "[a] person may not be ... denied equal protection of the laws." (Cal. Const., Art. I, § 7, subd. (a).) Further, "[a] citizen or class of citizens may not be granted privileges or immunities not granted on the same terms to all citizens." (Cal. Const., Art. I, § 7, subd. (b).)

218. Equal protection of the laws ensures that people who are similarly situated for purposes of a law are generally treated similarly by the law. This means that a government actor may not adopt a rule that affects two or more similarly situated groups in an unequal manner.

219. "The first prerequisite to a meritorious claim under the equal protection clause is a showing that the state has adopted a classification that affects two or more similarly situated groups in an unequal manner. This initial inquiry is not whether persons are similarly situated for all purposes, but whether they are similarly situated for purposes of the law challenged." (*Cooley v. Super. Ct.* (2002) 29 Cal.4th 228, 253; *Deese v. City of Lodi* (1937) 21 Cal.App.2d 631, 635 [holding health restrictions applicable only to certain industries violated equal protection guarantees]; *DiMartile v. Cuomo* (N.D.N.Y. 2020, No. 1:20-CV-0859 (GTS/CFH)), 2020 WL 4558711, at *10 [holding pandemic restrictions violated equal protection guarantees]).

220. The government's exercise of police power "cannot be so used as to arbitrarily limit the rights of one class of people and allow those same rights and privileges to a different class, where the public welfare does not demand or justify such a classification." (*Deese*, *supra*, 21 Cal.App.2d at

640.))

221. Defendants' actions against students not complying with their Mandate, including the Booster Mandate, violates the Equal Protection Clause of the California Constitution because: (1) Defendants distinguish between vaccinated, "vaccinated but not boosted" ("not boosted") and unvaccinated students, including "unvaccinated" students who already have natural immunity from prior COVID infection and pose very little danger to the SCU community; (2) Defendants provide educational benefits and services to vaccinated students and not to "not boosted" or unvaccinated students, without having any scientific basis for doing so, since vaccinated, not boosted, and unvaccinated can all be infected by and spread COVID and experience the same level of infection; (3) Defendants completely ignore naturally acquired immunity, which has been shown in multiple peer-reviewed studies to be superior to any temporary, incomplete "immunity" that vaccinated students may have, ignores "super-immunity" by those "not boosted" students and grant preferential treatment only to vaccinated students without having any scientifically valid basis for doing so.

222. Where a rule results in infringement of a fundamental right, such rule is subject to strict scrutiny. (*Washington v. Harper* (1990) 494 U.S. 210, 223, 229).

223. Strict scrutiny demands that the government actor establish (1) it has a compelling interest that justifies the challenged rule; (2) the rule is necessary to further that interest; and (3) the rule is narrowly drawn to achieve that end.

224. The alleged quasi-governmental interest in protecting the SCU community from transmission of or infection by COVID-19 does not justify Defendant's Mandate, including the Booster Mandate, or any of its discriminatory policies. This is particularly true given that there are far less restrictive means of addressing this quasi-government interest and given the evidence showing that the Products are neither safe nor effective.

225. Defendant's Mandate, including the Booster Mandate, and its associated discriminatory policies are significantly broader than necessary to serve the alleged quasi-government interest in protecting the SCU community from COVID-19 and any of its variants.

226. Defendant's Mandate, including the Booster Mandate, and associated discriminatory

policies are not narrowly drawn to minimize infringements on the fundamental rights of SCU students.

227. The distinction made by Defendants between vaccinated, not boosted, and unvaccinated students cannot survive strict scrutiny. These distinctions cannot survive even rational basis scrutiny. Individuals who have taken three doses of the Products can and do still get infected with COVID-19 or any of its variants and suffer the same if not worse symptoms as those who are unvaccinated or who have only taken two doses of the Products (not boosted). Naturally acquired immunity has also been found to be superior to any short-term vaccine-induced immunity or protection.

228. Defendants' preferential treatment of students who have taken three doses of the Products discriminates, without justification, against all other students who are either unvaccinated or not boosted, including those with natural immunity or "super immunity." It also creates three classes of students: those who have taken three doses of an experimental Product, those who have been "vaccinated" for COVID-19 with one or two doses of Product but did not receive a third dose of experimental Products, and students who have not taken any dose of Products or who have not completed the full dosage requirements of the Initial Mandate (collectively considered by SCU to be the "unvaccinated").

229. Defendants' Mandate, including the Booster Mandate, also does not guarantee, and cannot guarantee, that all SCU students who have been injected with three doses of Product will be free of COVID-19 or any of its variants when they are physically present at school such that the safety of other SCU students, teachers, staff, and their families will be ensured or even nominally improved.

230. Defendant's Mandate, including the Booster Mandate, and associated discriminatory policies cruelly and unnecessarily treat students who have not been "vaccinated" and/or have not taken a third dose of Product as an inferior class, in that those students may be unenrolled from classes, removed from SCU campuses, and/or otherwise denied their ongoing educations, scholarships, housing, and other benefits of an SCU college education, while students who have taken three doses of Product are not.

231. Plaintiffs desire a judicial declaration that the Mandate, including the Booster Mandate,

is unconstitutional because it violates SCU students' right to equal protection under the California Constitution.

232. A judicial determination of these issues is necessary and appropriate because such a declaration will clarify the parties' rights and obligations, permit them to have certainty regarding those rights and potential liability, and avoid a multiplicity of actions. An actual and present controversy exists with respect to the disputes between Plaintiffs and Defendants as alleged above (Code Civ. Proc., § 1060).

233. Defendants have harmed and continue to harm Plaintiffs, as alleged above.

234. Plaintiffs have no adequate remedy at law and will suffer irreparable harm if the Court does not declare the Mandate, including the Booster Mandate, unconstitutional. Thus, they seek preliminary and permanent injunctive relief enjoining Defendants from enforcing the Mandate, including the Booster Mandate.

235. WHEREFORE, Plaintiffs pray for relief as set forth below.

EIGHTH CAUSE OF ACTION

(Declaratory and Injunctive Relief)

VIOLATION OF 21 U.S. CODE § 360bbb–3

(*All Plaintiffs Against All Defendants*)

236. Plaintiffs reallege and incorporate by reference their allegations in each of the preceding paragraphs in this Complaint as if fully set forth herein.

237. "Under section 564 of the Federal Food, Drug, and Cosmetic Act (FD&C Act), when the Secretary of HHS declares that an emergency use authorization is appropriate, FDA may authorize unapproved medical products or unapproved uses of approved medical products to be used in an emergency to diagnose, treat, or prevent serious or life-threatening diseases or conditions caused by [chemical, biological, radiological, and nuclear] threat agents when certain criteria are met, including there are no adequate, approved, and available alternatives."[36]

238. The relevant portion of the FD&C Act, found at 21 U.S. Code § 360bbb–3(e)(1)(A)(ii),

[36] *Emergency Use Authorization, FDA,* https://www.fda.gov/emergency-preparedness-and-response/mcm-legal-regulatory-and-policy-framework/emergency-use-authorization [as of July 21, 2021].

imposes the following conditions on the dissemination of products that have received emergency use authorization: "Appropriate conditions designed to ensure that individuals to whom the product is administered are informed:

(I) that the Secretary has authorized the emergency use of the product;

(II) of the significant known and potential benefits and risks of such use, and of the extent to which such benefits and risks are unknown; and

(III) of the option to accept or refuse administration of the product, of the consequences, if any, of refusing administration of the product, and of the alternatives to the product that are available and of their benefits and risks."

239. All Products available for consumption within the United States are only authorized under emergency use and are not FDA approved. This includes not only the third dose "booster" doses of the Products, but all Products.

240. Defendants violated and are in violation of 21 U.S. Code § 360bbb–3(e)(1)(A)(ii) (III) by failing to provide the required option to refuse the Products, including the third dose "booster" Products, to SCU Students.

241. Plaintiffs have suffered significant harms by being denied a right to refuse EUA Products, including the "booster" Products.

242. WHEREFORE, Plaintiffs pray for relief as set forth below.

NINTH CAUSE OF ACTION

(Declaratory and Injunctive Relief; Damages)

VIOLATION OF CALIFORNIA'S PROTECTION OF HUMAN SUBJECTS IN MEDICAL EXPERIMENTATION ACT, CAL. HEALTH & SAFETY CODE SECTION 24170

(*All Plaintiffs Against All Defendants*)

243. Plaintiffs reallege and incorporate by reference their allegations in each of the preceding paragraphs in this Complaint as if fully set forth herein.

244. The Protection of Human Subjects in Medical Experimentation Act (the "Act") adopts the Belmont Principles against forced medical experimentation and the right to informed consent by

prohibiting medical experimentation on human subjects without their informed consent. (Cal. Health & Safety Code § 24170 et seq.)

245. The Products, including the "booster" doses of the Products are all experimental products, as further alleged hereinabove.

246. The Mandate, including the Booster Mandate, is therefore facially void as a matter of law.

247. Even if the Mandate, including the Booster Mandate, was not void, Plaintiffs do not consent to being administered the Products, including any further Products mandated by Defendant's Booster Mandate.

248. Plaintiff's reserve their rights to seek damages and other relief as the Court may deem just, pursuant to Section 24176 of the Act.

249. WHEREFORE, Plaintiffs pray for relief as set forth below.

TENTH CAUSE OF ACTION

(Declaratory and Injunctive Relief; Damages)

VIOLATION OF CALIFORNIA'S UNRUH CIVIL RIGHTS ACT

(*All Plaintiffs Against All Defendants*)

250. Plaintiffs reallege and incorporate by reference their allegations in each of the preceding paragraphs in this Complaint as if fully set forth herein.

251. Defendants operate SCU, which is an establishment open to the public within the jurisdiction of the State of California and, as such, are obligated to comply with the provisions of the Unruh Act, California Civil Code Section 51, *et seq.* ("the Unruh Act").

252. The conduct alleged herein violates the Unruh Act. The Unruh Act guarantees, *inter alia,* that persons cannot be discriminated against on the basis of, among other things, medical condition, genetic information, religion, or disability, but are instead entitled to full and equal accommodations, advantages, facilities, privileges, or services in all business establishments of every kind whatsoever within the jurisdiction of the State of California. Cal. Civ. Code 51(b).[37]

[37] *See* California Civil Code section 51, which states in relevant part: "All persons within the jurisdiction of this state are free and equal, and no matter what their sex, race, color, religion, ancestry, national origin,

253. The Unruh Act also provides that a violation of the ADA, is a violation of the Unruh Act. Cal. Civ. Code 5l(f).

254. Defendants have violated the Unruh Act by, *inter alia,* denying Plaintiff students and others similarly situated, as persons with distinct medical conditions and/or genetic information and/or as persons perceived as having a disability or distinct medical condition because they are "unvaccinated" or "not boosted" individuals, full and equal accommodations, advantages, facilities, privileges, or services offered by Defendants. Defendants have also violated the Unruh Act by violating the ADA, as set forth above.

255. Defendants have violated the Unruh Act by, inter alia, denying, or aiding or inciting the denial of, Plaintiffs rights to the full and equal accommodations, advantages, facilities, privileges or services offered at SCU.

256. Defendants have also violated the Unruh Act by denying, or aiding or inciting the denial of, Plaintiff's rights to equal access as arising from the provisions of the California state accessibility regulations and the ADA.

257. WHEREFORE, Plaintiffs pray for relief as set forth below.

ELEVENTH CAUSE OF ACTION

BREACH OF IMPLIED COVENANT OF GOOD FAITH AND FAIR DEALING

(*Plaintiffs Glenn and Druker Against Defendant SCU*)

258. Plaintiffs reallege and incorporate by reference their allegations in each of the preceding paragraphs in this Complaint as if fully set forth herein.

259. Every contract contains an implied covenant of good faith and fair dealing in performing the contract.

260. Plaintiffs Glenn and Druker, and Plaintiff CHD-CA's members who are students attending SCU, and each of them, have contractual relationships with SCU. Pursuant to the contracts between plaintiffs and SCU, plaintiffs are entitled to full, unfettered access to all SCU facilities and

---

disability, medical condition, genetic information, marital status, sexual orientation, citizenship, primary language, or immigration status are entitled to the full and equal accommodations, advantages, facilities, privileges, or services in all business establishments of every kind whatsoever."

programs as well as SCU housing.

261. After entering into these valid contracts supported by due consideration and Plaintiffs' reliance upon the terms set forth therein, SCU unlawfully added additional terms to the contract regarding the Products to which Plaintiffs did not and do not consent.

262. SCU breached these contracts and the implied covenant of good faith and fair dealing between it and Plaintiffs by not honoring the terms of their contracts as written.

263. SCU breached its implied covenant of good faith and fair dealing inherent in every contract with its students by attempting to, among other things, unilaterally modify the terms and conditions of the contracts between the parties by mandating experimental Products as a condition to attending or continuing to attend SCU.

264. SCU imposed these unilateral modifications to the contracts only after Plaintiffs had paid their tuition, housing, and other associated fees for each applicable semester.

265. SCU has not performed or been excused from performing under the terms of its contracts with Plaintiffs.

266. As a result of SCU's breach, Plaintiffs have been damaged by being deprived of their housing placements and not being allowed to attend SCU without being subjected to the extra-contractual terms regarding the Products coercively and unlawfully placed upon them. Plaintiffs have also been financially damaged in an amount to be proven at trial, which exceeds the jurisdictional minimum of this Court.

267. WHEREFORE, Plaintiffs pray for relief as set forth below.

TWELFTH CAUSE OF ACTION

(Damages)

BREACH OF CONTRACT

(***Plaintiffs Glenn and Druker against Defendant SCU***)

268. Plaintiffs reallege and incorporate by reference their allegations in each of the preceding paragraphs in this Complaint as if fully set forth herein.

269. In the summer of 2021, Plaintiff Glenn and Plaintiff Druker each entered into a contract

with Defendant SCU, the purposes of which were to enroll Glenn and Druker as students at SCU.

270. According to the terms of which Defendant SCU agreed to, in exchange for valuable consideration, Plaintiffs Glenn and Druker each were to have the beneficial use of the SCU campus, access to the SCU faculty and course curriculum, access to the SCU facilities and more during the 2021-2022 school year.

271. A true and correct copy of such contract for Plaintiff Glenn is attached hereto as **Exhibit A** and incorporated by reference herein.

272. A true and correct copy of such contract for Plaintiff Druker is attached hereto as **Exhibit B** and incorporated herein by reference.

273. Plaintiff Glenn performed all of her obligations under the terms of the contract.

274. Plaintiff Druker performed all of his obligations under the terms of the contract.

275. After entering into this contractual relationship, defendant SCU announced the Mandate and its various requirements.

276. Defendant SCU and DOES 1 through 10, materially breached their obligations under the contract with Plaintiff Glenn in that, among other things, Plaintiff Glenn was denied a valid request for medical exemption from the Initial Mandate, Glenn was threatened with removal from campus and prohibition from enrolling in classes at SCU unless she acquiesced to taking an EUA Product AFTER she gave notice to SCU and its agents and employees that she did not wish take the Product and feared it would harm her, and Glenn is now threatened with disenrollment from her spring semester, and denied further access to campus facilities, if she does not comply with the Mandate, including the Booster Mandate, by March 17, 2022.

277. Defendant SCU and DOES 1 through 10, materially breached their obligations under the contract with Plaintiff Druker in that, among other things, Plaintiff Druker is now being threatened with disenrollment from his ongoing spring semester classes, and denied any further access to campus facilities, if he does not submit to the Booster Mandate by March 17, 2022.

278. The actions of SCU and its agent and/or employees as more fully described herein are a material breach of defendants' obligations under each contract and have deprived Plaintiffs Glenn

and Druker the benefits promised therein.

279. Due to the material breaches of defendants as described herein, Plaintiff Glenn and Plaintiff Druker have each been damaged in that if the Mandate, including the Booster Mandate, is enforced and Plaintiff Glenn or Druker are excluded from campus or disenrolled from their ongoing spring semester classes, she or he will unfairly be deprived of the benefits promised in their respective contracts.

280. WHEREFORE, each Plaintiff prays for the relief as set forth below.

THIRTEENTH CAUSE OF ACTION

(Damages)

NEGLIGENCE

(***Plaintiffs Glenn and Druker against All Defendants***)

281. Plaintiffs reallege and incorporate by reference their allegations in each of the preceding paragraphs in this Complaint as if fully set forth herein.

282. The actions, policies and determinations made by SCU and its agents and employees, as more fully described in the paragraphs herein, proximately caused personal injury and/or financial damages to Plaintiffs Glenn and Druker, as further described hereinabove.

283. The complained of and injurious actions of the individually named defendants were made in the course and scope of their employment with Defendant SCU and each defendant acted in furtherance of the objectives of the Mandate without regard for the potential damage to these Plaintiffs.

284. But for the Product Mandate imposed by SCU and enforced by its employees and agents, Plaintiff Glenn would not have submitted to the experimental injection and would not have been harmed. But for the Mandate, including the additional Booster Mandate, by SCU and enforced by its employees and agents, Plaintiff Glenn would not be facing additional risks of harm to her health as well as financial damages stemming from SCU's threats to expel Plaintiff Glenn from her ongoing spring semester classes and deny her further access to campus facilities unless she submits to an unlawful Mandate, including a Booster Mandate.

285. But for the Mandate, including the Booster Mandate, by SCU and enforced by its

employees and agents, Plaintiff Druker would not have taken unnecessary risks to his health by taking one of the experimental Products to comply with the Initial Mandate and would not be facing significant risks of harm to his health as well as financial damages stemming from SCU's threats to expel Plaintiff Druker from his spring semester classes and deny him further access to campus unless he submits to an unlawful Booster Mandate.

286. Defendants owed Plaintiffs a duty to allow informed consent and voluntary choice without coercion or duress when deciding to take any EUA product that has not received full FDA approval. Such a duty is codified in 21 U.S.C. § 360-bbb *et seq*. This duty was violated when SCU and its agents and employees coerced Glenn and Druker into taking an EUA product that neither plaintiff wished to take, as further described herein.

287. Defendants owed Plaintiffs the further duty under California Health & Safety Code Section 24170 *et seq*., which prohibits forcing, coercing, or otherwise improperly influencing a person to submit to a human experimentation. Defendants owed the further duty to exercise reasonable care in creating and promoting health policies and practices for the SCU community.

288. Defendants, and each of them, breached the aforementioned duties by failing to evaluate the safety of such policies, failing to undertake any data analysis of whether such policy was reasonable, by coercing and creating duress, as further described herein, in an attempt to gain Plaintiff Glenn's and Plaintiff Druker's acceptance of non-FDA approved medical interventions in violation of both federal EUA and California law.

289. As a proximate result of the breaches of duty described herein Plaintiff Glenn was damaged in an amount that will be proved at trial and which exceeds $25,000.

290. As a proximate result of the breaches of duty described herein, Plaintiff Druker was damaged in an amount that will be proved at trial and which exceeds $25,000.

291. WHEREFORE, each Plaintiff prays for relief as set forth below.

/ / /

/ / /

/ / /

FOURTEENTH CAUSE OF ACTION

(Damages)

INTENTIONAL INFLICTION OF EMOTIONAL DISTRESS

(*Plaintiffs Glenn Against All Defendants*)

292. Plaintiffs reallege and incorporate by reference their allegations in each of the preceding paragraphs in this Complaint as if fully set forth herein.

293. Defendants owed a duty to act reasonably towards Plaintiff Glenn with regard to implementing so called safety measures at SCU.

294. Defendant SCU and its agent and employees have created, implemented and enforced a policy of mandatory uptake of the EUA Products created by Moderna, Pfizer and/or Johnson and Johnson for students with no exemptions for religious beliefs.

295. Under this same Mandate, including the Booster Mandate, Defendants have also created such narrow parameters for obtaining a medical exemption to such mandatory uptake that students with legitimate health concerns regarding the experimental product have been denied medical exemptions, including Plaintiff Glenn, as further described hereinabove.

296. Glenn suffered catastrophic injury after obtaining the first dose of the mandated Product against her will, which lasted for months. Despite this, Defendants have intentionally and recklessly denied the medical exemption requests from two of her treating physicians, unreasonably causing her severe emotional distress as a direct and proximate result of this conduct.

297. Further, defendant Osofsky engaged in extreme and outrageous behavior by intentionally interfering with the private doctor-patient relationship between Glenn and her treating physicians and actively attempting to get Glenn's physicians to retract medical exemptions previously submitted for her.

298. Defendant Osofsky also engaged in extreme and outrageous behavior by determining that plaintiff Glenn was not entitled to a medical exemption despite her documented injuries because Defendant Osofsky did not believe her adverse events were "severe enough to require hospitalization," despite being on notice from Plaintiff Glenn's own treating physician that she suffered paralysis and

severe illness that lasted for months after receiving the first dose of the experimental Product.

299. Due to the documented suffering of Plaintiff Glenn from the first dose, the demand by Defendants that Glenn receive two additional doses of the same Product that severely injured her or be removed from her ability to enroll in classes and live at SCU is unlawful, extreme, outrageous, reckless, wanton and malicious conduct.

300. Defendants knew or should have known that this conduct would cause or be likely to cause severe emotional distress for this young woman.

301. Plaintiff Glenn has been damaged in an amount to be proved at trial, but which exceeds $25,000.

302. It shocks the conscience that Defendants would predicate the continued enrollment of a student at SCU on the receipt of an experimental Product that has not been approved by the FDA for lack of complete safety studies and for which federal law explicitly requires the right to refuse.

303. The outrageousness of this conduct is particularly egregious given the now-known adverse effects occurring with uptake of these Products, as fully documented on VAERS, in numerous peer-reviewed studies, and in the raw data emerging from "highly boosted" countries such as Israel and the UK.

304. The outrageousness of this conduct is particularly egregious in the case of Glenn who has already been injured by these experimental Products.

305. Plaintiff Glenn is further entitled to exemplary damages due to the conduct of Defendants as described herein.

306. WHEREFORE, Plaintiff Glenn prays for relief as set forth below.

FIFTEENTH CAUSE OF ACTION

(Damages)

NEGLIGENT INFLICTION OF EMOTIONAL DISTRESS

(*Plaintiff Glenn Against All Defendants*)

307. Plaintiffs reallege and incorporate by reference their allegations in each of the preceding paragraphs in this Complaint as if fully set forth herein.

308. Defendants owed a duty to act reasonably towards Plaintiffs Glenn with regard to implementing so called safety measures at SCU.

309. Defendant SCU and its agent and employees have created, implemented, and enforced a policy of mandatory uptake of the EUA Products created by Moderna, Pfizer and/or Johnson and Johnson for students with no exemptions for religious beliefs.

310. Under this same Mandate, including the Booster Mandate, Defendants have also created such narrow parameters for obtaining a medical exemption to such mandatory uptake that students with legitimate health concerns regarding the experimental product have been denied medical exemptions, including Plaintiff Glenn, as more fulling described herein.

311. Glenn suffered catastrophic injury after obtaining the first dose of one of the mandated Products against her will, which lasted for months. Despite this, defendants have negligently denied the medical exemption requests from two of her treating physicians, and negligently interfered with her private doctor-patient relationships, unreasonably causing Glenn severe emotional distress as a direct and proximate result of this conduct.

312. Due to the documented suffering of Glenn from the first dose, the demand by Defendants that Glenn receive two additional doses of the same Product that severely injured her or be removed from her ability to enroll in classes and live at SCU is a negligent breach of duty towards Glenn.

313. Defendants knew or should have known that this conduct would cause or be likely to cause severe emotional distress for this young woman.

314. It shocks the conscience that Defendants would predicate the continued enrollment of a student at SCU on the receipt of experimental Products that have not been approved by the FDA and for which federal law explicitly requires the right to refuse.

315. The outrageousness of this conduct is particularly egregious given the now-known adverse events occurring with uptake of these Products, as fully documented on VAERS, in numerous peer-reviewed studies, and in the raw data emerging from “highly boosted” countries such as Israel and the UK.

316. The outrageousness of this conduct is particularly egregious in the case of Glenn who has already been injured by the experimental product.

317. Plaintiff has been damaged in an amount to be proved at trial, but which exceeds $25,000.

318. Plaintiff Glenn is also further entitled to exemplary damages due to the conduct of Defendants as described herein.

319. WHEREFORE, Plaintiff Glenn prays for relief as set forth below.

SIXTEENTH CAUSE OF ACTION

(Damages)

TORTIOUS INTERFERENCE WITH CONTRACTUAL RELATIONSHIP

(*Plaintiff Glenn Against Defendant Osofsky*)

320. Plaintiffs reallege and incorporate by reference their allegations in each of the preceding paragraphs in this Complaint as if fully set forth herein.

321. Plaintiff Glenn was in a physician-patient relationship with her treating physicians Dr. Ando and Dr. Awadeh at all relevant times herein.

322. Dr Osofsky knew that Plaintiff and Dr. Ando were in a physician-patient relationship when he intentionally interfered with that relationship by causing Dr. Ando to second guess his professional determinations regarding the safety of the COVID-19 vaccines for his patient, Plaintiff.

323. Dr. Osofsky knew that Plaintiff and Dr. Awadeh were in a physician-patient relationship when he intentionally interfered with that relationship by intervening in the determination by Dr. Awadeh that the mandated product was dangerous for Plaintiff Glenn.

324. As a direct and proximate result of this interference by Dr. Osofsky, Plaintiff was damaged in that her medical exemption request was unreasonably denied. The amount of such damages will be proven at trial and exceed $25,000.

325. WHEREFORE, Plaintiff Glenn prays for relief as set forth below. Plaintiffs reallege and incorporate by reference all the foregoing paragraphs as though fully set forth herein.

/ / /

SEVENTEENTH CAUSE OF ACTION

(Damages)

CONSPIRACY TO INDUCE BREACH OF CONTRACT

(*All Plaintiffs Against All Defendants*)

326. Plaintiffs reallege and incorporate by reference their allegations in each of the preceding paragraphs in this Complaint as if fully set forth herein.

327. At all relevant times herein, Defendants, and each of them as alleged herein, acted in concert to interfere and intervene into the private physician-patient relationships of SCU students, including Plaintiff Glenn. Defendants, and each of them, conspired to induce a breach of the physician-patient relationships described hereinabove between SCU students and the medical professionals they contracted with to provide personalized medical care, in order for SCU to aid, abet, and enact the government induced and sponsored policy of universal vaccination for "COVID."

328. Defendants, and each of them, engaged in wrongful conduct in furtherance of this conspiracy, including but not limited to, contacting the treating physicians of SCU students in order to procure compliance with the government-induced and sponsored policy of universal vaccination of these student patients, without regard to the physician-patient contract which requires the treating physician to exercise due care on behalf of his or her patients, including the individual Plaintiffs herein.

329. Defendants additionally aided and abetted others to interfere with the physician-patient relationship between Plaintiffs and their contracted medical providers.

330. Such interference proximately caused the protections inherent to a physician-patient relationship to deteriorate, and for the expert determination of the doctor regarding the health of the patient they are treating to be ignored to the detriment of Plaintiffs.

331. Such wrongful actions and conspiracy between Defendants to induce this breach of relationship are the direct and proximate cause of serious damage to Plaintiffs in that they now face a termination and/or breach of their contract with SCU for enrollment at SCU for failing to obtain a medical exemption to this coercive policy and are ostensibly now required to take a medical treatment that their own treating physician advises against based on particularized treatment and review of

medical history.

332. The damage to Plaintiffs is an amount that will be proved at trial but exceeds $25,000.

333. WHEREFORE, Plaintiffs pray for relief as set forth below.

EIGHTEENTH CAUSE OF ACTION

VIOLATION OF FEDERALLY PROTECTED RIGHTS UNDER 42 U.S.C. 1983

(*Plaintiff Glenn Against All Defendants*)

334. Plaintiffs reallege and incorporate by reference their allegations in each of the preceding paragraphs in this Complaint as if fully set forth herein.

335. Defendants, while acting under the color of state law, deprived Plaintiff Glenn of her right to freely exercise her religion, a right protected by federal law, in that in furtherance of promoting, enacting, and enforcing this government policy, program and objective of universal vaccination Plaintiffs federally protected rights have been violated.

336. Defendants' actions were intentional, and were based on a clearly expressed, official policy of SCU that was designed to prevent individual students from freely practicing their respective religion.

337. As a direct and proximate cause of SCU's actions, Plaintiff Glenn has suffered extreme embarrassment and humiliation and emotional distress, accompanied by various physical symptoms, including but not limited to sleeplessness, nervousness, and extreme anxiety, particularly when she receives demands from SCU to violate her religious beliefs and take the mandated Products in order to remain a student at SCU.

338. Plaintiff Glenn has also suffered damages in excess of the minimum established for this court. Plaintiff's damages are uncertain at this time, and such damages will be proved at trial.

339. An actual controversy now exists between the parties, in that Plaintiff Glenn contends that SCU's actions violate her right to freely exercise Plaintiff's religion, which is protected by the U.S. Const. Amend. I and by Cal. Const. art. I, § 4.

340. WHEREFORE, Plaintiff Glenn prays for relief as set forth below.

/ / /

PRAYER FOR RELIEF

WHEREFORE, Plaintiffs pray for relief as follows:

1. That this Court issue a Temporary Restraining Order, Preliminary Injunction, and a Permanent Injunction enjoining Defendants, Defendants' officers, agents, employees, attorneys, and all other persons acting in concert or participation with them, from enforcing SCU's Mandate, including its Booster Mandate, as described herein, or any other similar policy; and

2. That this Court immediately enjoin Defendants from enforcing its Booster Mandate and disenrolling or expelling Plaintiffs, including Glenn and Druker, from their spring classes on March 17, 2022, or otherwise denying Plaintiffs' their in-person education and access to SCU's campus and facilities; and

3. That Plaintiffs Glenn and Druker be awarded monetary damages for negligence, negligence infliction of emotional distress, intentional infliction of emotional distress, breach of contract and implied covenants of good faith and fair dealing, and tortious interference with doctor-patient relationship, and conspiracy to induce breach of contract in an amount to be proven at trial; and

4. For an award of punitive damages to deter future reckless conduct by these Defendants, and

5. That this Court declare Plaintiffs are a prevailing party and award Plaintiffs the reasonable costs and expenses of this action, including reasonable attorney's fees as allowed by law and/or contract; and

6. That this Court grant such other and further relief as this Court deems equitable and just under the circumstances.

Respectfully submitted,

FACTS LAW TRUTH JUSTICE, LLP

Dated: March 6, 2022

Nicole C. Pearson
Rita Barnett-Rose
Jessica R. Barsotti
Attorney for Plaintiffs

DEMAND FOR JURY TRIAL

Plaintiffs request a jury trial on matters that may be so tried.

Respectfully submitted,

FACTS LAW TRUTH JUSTICE, LLP

Dated: March 6, 2022

Nicole C. Pearson
Rita Barnett-Rose
Jessica R. Barsotti
Attorney for Plaintiffs

EXHIBIT A

2021 - 2022 Online Agreements

Financial Terms and Conditions

ENROLLMENT/PROMISE TO PAY

I accept full responsibility to pay all tuition, room and board, fees, and other associated costs as a result of enrollment at Santa Clara University. I also agree to be held responsible for any debt owed to the University for payments not received, denied or returned by, including but not limited to, the California Student Aid Commission, student loan lenders, agencies of the United States government, agencies of foreign governments, private scholarship organizations, grant donors or sponsors. I further understand that my failure to attend or drop a class, for which I am enrolled, does not absolve me of my financial responsibility as described above.

Undergraduate Student: The tuition status of an undergraduate student is determined at the end of the late registration period. No adjustment will be made to tuition charges for enrollment changes after the end of the late registration period, unless the student completely withdraws from the University.

Graduate Student: The tuition status of a graduate student is determined by the date the course is dropped or the date in which the student completely withdraws from the University. Certain graduate programs do not follow the Bursar's refund policy. Refer to your program's academic calendar or contact your school's Record Office for additional information.

I have reviewed the published tuition refund schedule at www.scu.edu/bursar/refund and understand that if I drop or withdraw from some or all of the classes for which I enroll, I will be responsible for paying all or a portion of tuition and fees in accordance with the University's tuition refund schedule and/or my program's tuition refund schedule. I further understand that the effective date used to determine any refund of tuition is the date on which notification of withdrawal is received by the Office of the Registrar or the respective Graduate Records Office of enrollment, not the last date of attendance by the student. Neither dropping all courses via e-campus nor informing an individual faculty member, an academic department, or the Dean's Office constitutes an official withdrawal from the University.

I understand that Santa Clara University reserves the right to change tuition, room and board, fees, or other costs, to modify its services, or change its programs at any time. In addition, I understand that no refunds of tuition, room and board, fees or other costs will be made because of curtailed services resulting from strikes, acts of God, civil insurrection, riots or threats thereof, changed economic conditions, national emergency, or other causes beyond the control of Santa Clara University.

TUITION INSURANCE PROTECTION

I understand that I may protect myself against financial loss due to an unexpected withdrawal from the University, for diagnosed medical or mental health reasons, by purchasing tuition insurance coverage. Santa Clara has partnered with A.W.G. Dewar, Inc., to offer a tuition insurance plan that is designed to protect myself or family from loss of funds paid for tuition should it be necessary to completely withdraw from the University for diagnosed medical or mental health reasons. All full time undergraduate students will be automatically enrolled in the Tuition Insurance Refund Plan (The Plan). Undergraduate students who do not wish to participate in The Plan can opt out by waiving coverage by the waiver deadline. Enrollment in The Plan is optional but highly encouraged for Graduate and Law students. I am aware that I can obtain information about The Plan or waive coverage on an annual or term basis at: https://www.tuitionprotection.com/scu.

RETURNED PAYMENTS/FAILED PAYMENT AGREEMENTS

If a payment made to my student account is returned by the financial institution for any reason, I agree to repay the original amount of the payment plus any additional fees that may be associated with a returned payment. I understand that multiple returned payments and/or failure to comply with the terms of any payment plan agreement may result in cancellation of my classes and/or suspension of my eligibility to enroll for future classes. I further understand that I may be required to remit payment in advance of my registration, for three or more consecutive terms with guaranteed funds, due to returned payments and/or multiple late payments on my account.

LATE PAYMENT/DELINQUENT ACCOUNT

I understand and agree that if I fail to pay my student account balance by the scheduled due date, Santa Clara will assess a late payment fee each month the account remains unpaid and place a hold on my record. This hold may prevent me from receiving institutional services, including, but not limited to, enrollment, housing, and the issuance of my diploma and other

certifications. I also understand that the University reserves the right to cancel my registration if a balance due from a previous term remains unpaid at the start of a subsequent term. I understand and accept that if I fail to pay my student account and/or fail to make acceptable payment arrangements to bring my account current, Santa Clara may refer my delinquent account to a collection agency. My account will incur additional finance charges at the rate of 10 percent, per annum, as allowed by California State Law. I further understand that I am responsible for paying the collection agency fee which may be based on a percentage at a maximum of 40 percent of my delinquent account, together with all costs and expenses, including reasonable attorney's fees, necessary for the collection of my delinquent account. I understand that my delinquent account may be reported to one or more of the national credit bureaus.

I authorize Santa Clara University and its agents and contractors to contact me at my current and any future cellular phone number(s), email address(es) or wireless device(s) regarding my delinquent student account(s)/loan(s), any other debt I owe to the University.

COMMUNICATION/PERSONAL PORTFOLIO

I understand that Santa Clara University uses SCU gmail as its official method of communication with me and I am responsible for reading such emails from the University on a timely basis. I agree that I am responsible for maintaining my current physical address, email and phone number information by updating my personal portfolio regularly in the University's records database at www.scu.edu/ecampus.

ELECTRONIC IRS FORM 1098-T

I agree to provide my Social Security number (SSN) or taxpayer identification number (TIN) to Santa Clara University for 1098-T reporting purposes. If I fail to provide my SSN or TIN to the University, I agree to pay any and all IRS fines assessed as a result of my missing or incorrect SSN/TIN. I consent to receive my annual 1098-T Form electronically. I understand that I can withdraw electronic consent by submitting a written request to the Bursar’s Office at OneStop@scu.edu.

I understand and agree that my enrollment and acceptance of these terms constitutes a promissory note agreement (i.e., a financial obligation in the form of an educational loan as defined by the U.S. Bankruptcy Code 11 U.S.C. §523(a)(8)) in which Santa Clara is providing me educational services.

I have read the above and agree to assume all financial responsibility associated with my enrollment at Santa Clara University.

EXHIBIT B

2021 - 2022 Online Agreements

Financial Terms and Conditions

ENROLLMENT/PROMISE TO PAY

I accept full responsibility to pay all tuition, room and board, fees, and other associated costs as a result of enrollment at Santa Clara University. I also agree to be held responsible for any debt owed to the University for payments not received, denied or returned by, including but not limited to, the California Student Aid Commission, student loan lenders, agencies of the United States government, agencies of foreign governments, private scholarship organizations, grant donors or sponsors. I further understand that my failure to attend or drop a class, for which I am enrolled, does not absolve me of my financial responsibility as described above.

Undergraduate Student: The tuition status of an undergraduate student is determined at the end of the late registration period. No adjustment will be made to tuition charges for enrollment changes after the end of the late registration period, unless the student completely withdraws from the University.

Graduate Student: The tuition status of a graduate student is determined by the date the course is dropped or the date in which the student completely withdraws from the University. Certain graduate programs do not follow the Bursar's refund policy. Refer to your program's academic calendar or contact your school's Record Office for additional information.

I have reviewed the published tuition refund schedule at www.scu.edu/bursar/refund and understand that if I drop or withdraw from some or all of the classes for which I enroll, I will be responsible for paying all or a portion of tuition and fees in accordance with the University's tuition refund schedule and/or my program's tuition refund schedule. I further understand that the effective date used to determine any refund of tuition is the date on which notification of withdrawal is received by the Office of the Registrar or the respective Graduate Records Office of enrollment, not the last date of attendance by the student. Neither dropping all courses via e-campus nor informing an individual faculty member, an academic department, or the Dean's Office constitutes an official withdrawal from the University.

I understand that Santa Clara University reserves the right to change tuition, room and board, fees, or other costs, to modify its services, or change its programs at any time. In addition, I understand that no refunds of tuition, room and board, fees or other costs will be made because of curtailed services resulting from strikes, acts of God, civil insurrection, riots or threats thereof, changed economic conditions, national emergency, or other causes beyond the control of Santa Clara University.

TUITION INSURANCE PROTECTION

I understand that I may protect myself against financial loss due to an unexpected withdrawal from the University, for diagnosed medical or mental health reasons, by purchasing tuition insurance coverage. Santa Clara has partnered with A.W.G. Dewar, Inc., to offer a tuition insurance plan that is designed to protect myself or family from loss of funds paid for tuition should it be necessary to completely withdraw from the University for diagnosed medical or mental health reasons. All full time undergraduate students will be automatically enrolled in the Tuition Insurance Refund Plan (The Plan). Undergraduate students who do not wish to participate in The Plan can opt out by waiving coverage by the waiver deadline. Enrollment in The Plan is optional but highly encouraged for Graduate and Law students. I am aware that I can obtain information about The Plan or waive coverage on an annual or term basis at: https://www.tuitionprotection.com/scu.

RETURNED PAYMENTS/FAILED PAYMENT AGREEMENTS

If a payment made to my student account is returned by the financial institution for any reason, I agree to repay the original amount of the payment plus any additional fees that may be associated with a returned payment. I understand that multiple returned payments and/or failure to comply with the terms of any payment plan agreement may result in cancellation of my classes and/or suspension of my eligibility to enroll for future classes. I further understand that I may be required to remit payment in advance of my registration, for three or more consecutive terms with guaranteed funds, due to returned payments and/or multiple late payments on my account.

LATE PAYMENT/DELINQUENT ACCOUNT

I understand and agree that if I fail to pay my student account balance by the scheduled due date, Santa Clara will assess a late payment fee each month the account remains unpaid and place a hold on my record. This hold may prevent me from receiving institutional services, including, but not limited to, enrollment, housing, and the issuance of my diploma and other

certifications. I also understand that the University reserves the right to cancel my registration if a balance due from a previous term remains unpaid at the start of a subsequent term. I understand and accept that if I fail to pay my student account and/or fail to make acceptable payment arrangements to bring my account current, Santa Clara may refer my delinquent account to a collection agency. My account will incur additional finance charges at the rate of 10 percent, per annum, as allowed by California State Law. I further understand that I am responsible for paying the collection agency fee which may be based on a percentage at a maximum of 40 percent of my delinquent account, together with all costs and expenses, including reasonable attorney's fees, necessary for the collection of my delinquent account. I understand that my delinquent account may be reported to one or more of the national credit bureaus.

I authorize Santa Clara University and its agents and contractors to contact me at my current and any future cellular phone number(s), email address(es) or wireless device(s) regarding my delinquent student account(s)/loan(s), any other debt I owe to the University.

COMMUNICATION/PERSONAL PORTFOLIO

I understand that Santa Clara University uses SCU gmail as its official method of communication with me and I am responsible for reading such emails from the University on a timely basis. I agree that I am responsible for maintaining my current physical address, email and phone number information by updating my personal portfolio regularly in the University's records database at www.scu.edu/ecampus.

ELECTRONIC IRS FORM 1098-T

I agree to provide my Social Security number (SSN) or taxpayer identification number (TIN) to Santa Clara University for 1098-T reporting purposes. If I fail to provide my SSN or TIN to the University, I agree to pay any and all IRS fines assessed as a result of my missing or incorrect SSN/TIN. I consent to receive my annual 1098-T Form electronically. I understand that I can withdraw electronic consent by submitting a written request to the Bursar’s Office at OneStop@scu.edu.

I understand and agree that my enrollment and acceptance of these terms constitutes a promissory note agreement (i.e., a financial obligation in the form of an educational loan as defined by the U.S. Bankruptcy Code 11 U.S.C. §523(a)(8)) in which Santa Clara is providing me educational services.

I have read the above and agree to assume all financial responsibility associated with my enrollment at Santa Clara University.

VERIFICATION

I, Harlow Glenn, am a Plaintiff in this case and I am a resident of the County of Los Angeles, State of California. I have read the foregoing Verified Complaint for Declaratory and Injunctive Relief and Damages, including Damages for: 1) Negligence 2) Breach of Contract and Good Faith and Fair Dealing 3) Tortious Interference with Contract 4) Conspiracy to Induce Breach of Contract 5) Negligent Infliction of Emotional Distress 6) Intentional Infliction of Emotional Distress against Defendants. I have personal knowledge of the facts alleged herein, and I declare under the penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed this 6 day of March 2022, in Los Angeles, California.

Harlow Glenn, Plaintiff

VERIFICATION

I, Jackson Druker, am a Plaintiff in this case and I am a resident of the County of Santa Clara, State of California. I have read the foregoing Verified Complaint for Declaratory and Injunctive Relief and Damages, including Damages for: 1) Negligence 2) Breach of Contract and Good Faith and Fair Dealing 3) Tortious Interference with Contract 4) Conspiracy to Induce Breach of Contract 5) Negligent Infliction of Emotional Distress 6) Intentional Infliction of Emotional Distress against all Defendants. I have personal knowledge of the facts alleged herein, and I declare under the penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed this 6th day of March 2022, in Santa Clara, California.

Jackson Druker Plaintiff

VERIFICATION

I, Denise Young, am the Executive Director of Children's Health Defense, California Chapter ("CHD-CA") and I am a resident of the County of Los Angeles, State of California. I have read the foregoing Verified Complaint for Declaratory and Injunctive Relief and Damages, including Damages for: 1) Negligence 2) Breach of Contract and Good Faith and Fair Dealing 3) Tortious Interference with Contract 4) Conspiracy to Induce Breach of Contract 5) Negligent Infliction of Emotional Distress 6) Intentional Infliction of Emotional Distress against Defendants.

I have personal knowledge of the facts alleged herein, and I declare under the penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed this 6 day of March 2022, in Santa Monica, California.

Denise Young, Executive Director
Children's Health Defense, California Chapter