

No. 17-56624

---

**UNITED STATES COURT OF APPEALS  
FOR THE NINTH CIRCUIT**

---

***AGNES MORRISSEY-BERRU,***

*Plaintiff-Appellant,*

v.

***OUR LADY OF GUADALUPE SCHOOL,***

*Defendant-Appellee.*

---

On Appeal from the United States District Court  
for the Central District of California, Western Division – Los Angeles  
D.C. No. 2:16-cv-09353-SVW-AFM  
The Honorable Stephen V. Wilson

---

**APPELLANT’S EXCERPTS OF RECORD**

**Volume 5 of 5**

**Pages 811-1008**

---

Joseph M. Lovretovich, SBN 73403

Cathryn G. Fund, SBN 293766

Andrew S. Pletcher, SBN 299437

JML LAW, A PROFESSIONAL LAW CORPORATION

21052 Oxnard Street

Woodland Hills, California 91367

Phone: (818) 610-8800

*Attorneys for Plaintiff-Appellant Agnes Morrissey-Berru*

---

**INDEX****APPELLANT'S EXCERPTS OF RECORD****No. 17-56624**

<b>Docket No.</b>	<b>Date</b>	<b>Description</b>	<b>Volume of ER</b>	<b>Pages of ER</b>
63	12/06/17	Judgment	1	1-2
60	10/25/17	Notice of Appeal to the 9th Circuit Court of Appeals filed by Plaintiff Agnes Deirdre Morrissey-Berru	1	3-7
59	10/02/17	Notice of Lodging	1	8-9
59-1	10/02/17	Exhibit - Judgment	1	10-17
58	09/27/17	Minutes (In Chambers) Order Granting Summary Judgment	1	18-21
55	09/12/17	Supplement to Notice of Motion and Motion for Summary Judgment as to Complaint	2	22-24
48	09/08/17	In Chambers Only-Text Only Entry by Judge Stephen V. Wilson: The Court orders that Defendant Our Lady of Guadalupe School clarify the scope of the Motion for Summary Judgment, in light of the recent dismissal claims. The defendant shall file a supplemental memorandum no later than Wednesday, September 13, 2017	2	25-26

**INDEX****APPELLANT'S EXCERPTS OF RECORD****No. 17-56624**

<b>Docket No.</b>	<b>Date</b>	<b>Description</b>	<b>Volume of ER</b>	<b>Pages of ER</b>
47	09/06/17	Notice of Voluntary Dismissal filed by Plaintiff Agnes Deirdre Morrissey-Berru. Dismissal is with prejudice	2	27-28
46	09/01/17	Declaration of Stephanie B. Kantor in support of Defendant's Reply in Support of Notice of Motion and Motion for Summary Judgment by Defendant Our Lady of Guadalupe School	2	29-47
45	09/01/17	Notice of Lodging filed (Objections to Plaintiff's Evidence)	2	48-50
45-1	09/01/17	Attachment: Objections to Plaintiff's Evidence	2	51-56
44	09/01/17	Statement of Reply Statement of Controverted and Uncontroverted Facts by Defendant Our Lady of Guadalupe School	2	57-164
43	09/01/17	Reply in Support of Notice of Motion and Motion for Summary Judgment by Defendant Our Lady of Guadalupe School	2	165-183

**INDEX****APPELLANT'S EXCERPTS OF RECORD****No. 17-56624**

<b>Docket No.</b>	<b>Date</b>	<b>Description</b>	<b>Volume of ER</b>	<b>Pages of ER</b>
42	08/28/17	Plaintiff Agnes Deirdre Morrissey-Berru's Compendium of Evidence – Volume 2 of 2 (RE: Plaintiff's Opposition to Motion for Summary Judgment filed by Defendant Our Lady of Guadalupe School)	2	184-189
42-1	08/28/17	Plaintiff Agnes Deirdre Morrissey-Berru's Compendium of Evidence – Volume 2 of 2 (RE: Plaintiff's Opposition to Motion for Summary Judgment filed by Defendant Our Lady of Guadalupe School)  Exhibit 3 – Deposition of April L. Beuder, Volume II	2	190-203
42-2	08/28/17	Plaintiff Agnes Deirdre Morrissey-Berru's Compendium of Evidence – Volume 2 of 2 (RE: Plaintiff's Opposition to Motion for Summary Judgment filed by Defendant Our Lady of Guadalupe School)  Exhibit 4 – Deposition of Silvia Bosch	2	204-237



**INDEX****APPELLANT'S EXCERPTS OF RECORD****No. 17-56624**

<b>Docket No.</b>	<b>Date</b>	<b>Description</b>	<b>Volume of ER</b>	<b>Pages of ER</b>
42-3	08/28/17	<p>Plaintiff Agnes Deirdre Morrissey-Berru's Compendium of Evidence – Volume 2 of 2 (RE: Plaintiff's Opposition to Motion for Summary Judgment filed by Defendant Our Lady of Guadalupe School)</p> <p>Exhibit 5 – True and correct copies of pertinent pages of Defendant's document production in response to Plaintiff's Request for Production of Documents and Tangible Items to Defendant Our Lady of Guadalupe School, Set One (DEFT PRODUCTION 0001-0721) produced to Plaintiff on April 21, 2017</p>	2	238-244
42-4	08/28/17	<p>Plaintiff Agnes Deirdre Morrissey-Berru's Compendium of Evidence – Volume 2 of 2 (RE: Plaintiff's Opposition to Motion for Summary Judgment filed by Defendant Our Lady of Guadalupe School)</p> <p>Declaration of Agnes Morrissey-Berru</p>	2	245-248

**INDEX****APPELLANT'S EXCERPTS OF RECORD****No. 17-56624**

<b>Docket No.</b>	<b>Date</b>	<b>Description</b>	<b>Volume of ER</b>	<b>Pages of ER</b>
42-5	08/28/17	Plaintiff Agnes Deirdre Morrissey-Berru's Compendium of Evidence – Volume 2 of 2 (RE: Plaintiff's Opposition to Motion for Summary Judgment filed by Defendant Our Lady of Guadalupe School)  Declaration of Silvia Bosch	2	249-252
42-6	08/28/17	Plaintiff Agnes Deirdre Morrissey-Berru's Compendium of Evidence – Volume 2 of 2 (RE: Plaintiff's Opposition to Motion for Summary Judgment filed by Defendant Our Lady of Guadalupe School)  Declaration of Beatriz Botha	2	253-255
41	08/28/17	Plaintiff Agnes Deirdre Morrissey-Berru's Compendium of Evidence – Volume 1 of 2 (RE: Plaintiff's Opposition to Motion for Summary Judgment filed by Defendant Our Lady of Guadalupe School)	3	256-261

**INDEX****APPELLANT'S EXCERPTS OF RECORD****No. 17-56624**

<b>Docket No.</b>	<b>Date</b>	<b>Description</b>	<b>Volume of ER</b>	<b>Pages of ER</b>
41-1	08/28/17	Plaintiff Agnes Deirdre Morrissey-Berru's Compendium of Evidence – Volume 1 of 2 (RE: Plaintiff's Opposition to Motion for Summary Judgment filed by Defendant Our Lady of Guadalupe School)  Exhibit 1 – Deposition of Plaintiff Agnes Morrissey-Berru	3	262-356
41-2	08/28/17	Plaintiff Agnes Deirdre Morrissey-Berru's Compendium of Evidence – Volume 1 of 2 (RE: Plaintiff's Opposition to Motion for Summary Judgment filed by Defendant Our Lady of Guadalupe School)  Exhibit 2 – Deposition of April L. Beuder, Volume I	3	357-416
40	08/28/17	Plaintiff Agnes Deirdre Morrissey-Berru's Request for Judicial Notice in Support of Plaintiff's Opposition to Motion for Summary Judgment filed by Defendant Our Lady of Guadalupe School	3	417-431

**INDEX****APPELLANT'S EXCERPTS OF RECORD****No. 17-56624**

<b>Docket No.</b>	<b>Date</b>	<b>Description</b>	<b>Volume of ER</b>	<b>Pages of ER</b>
39	08/28/17	Plaintiff Agnes Deirdre Morrissey-Berru's Separate Statement in Opposition to Motion for Summary Judgment filed by Defendant Our Lady of Guadalupe School	3	432-486
38	08/28/17	Memorandum in Opposition by Plaintiff Agnes Deirdre Morrissey-Berru to Motion for Summary Judgment filed by Defendant Our Lady of Guadalupe School	3	487-518
36	08/21/17	NOTICE TO FILER OF DEFICIENCIES in Electronically Filed Documents RE: Appendix 32, Appendix 34, Appendix 35, Appendix 33, Appendix 31. The following error(s) was/were found: Title page is missing. In response to this notice, the Court may: (1) order an amended or corrected document to be filed; (2) order the document stricken; or (3) take other action as the Court deems appropriate. You need not take any action in response to this notice unless and until the Court directs you to do so. (cr) (Entered: 8/21/2017)	4	519

**INDEX****APPELLANT'S EXCERPTS OF RECORD****No. 17-56624**

<b>Docket No.</b>	<b>Date</b>	<b>Description</b>	<b>Volume of ER</b>	<b>Pages of ER</b>
35	08/18/17	APPENDIX filed by Defendant Our Lady of Guadalupe School RE: Appendix 32, Appendix 34, Appendix 33, Appendix 31 <i>Exhibits 15-30 in support of Motion for Summary Judgment</i> (Kantor, Stephanie)	4	520-594
34	08/18/17	APPENDIX filed by Defendant Our Lady of Guadalupe School RE: Appendix 32, Appendix 33, Appendix 31 <i>Exhibits 1-14 in support of Motion for Summary Judgment</i> (Kantor, Stephanie)	4	595-672
33	08/18/17	APPENDIX filed by Defendant Our Lady of Guadalupe School RE: Appendix 32, Appendix 31 <i>Exhibits C-G in support of Motion for Summary Judgment</i> (Kantor, Stephanie)	4	673-709
32	08/18/17	APPENDIX filed by Defendant Our Lady of Guadalupe School RE: Appendix 31 <i>Exhibit B in support of Motion for Summary Judgment</i> (Kantor, Stephanie)	4	710-810

**INDEX****APPELLANT'S EXCERPTS OF RECORD****No. 17-56624**

<b>Docket No.</b>	<b>Date</b>	<b>Description</b>	<b>Volume of ER</b>	<b>Pages of ER</b>
31	08/18/17	APPENDIX filed by Defendant Our Lady of Guadalupe School RE: NOTICE OF MOTION AND MOTION for Summary Judgment as to Complaint 27 (Attachments #1 Exhibit A in support of motion for summary judgment) (Kantor, Stephanie)	5	811-814
31-1	08/18/17	APPENDIX filed by Defendant Our Lady of Guadalupe School RE: NOTICE OF MOTION AND MOTION for Summary Judgment as to Complaint 27  Exhibit A – Deposition of Agnes Deirdre Morrissey-Berru	5	815-923
30	08/18/17	Notice of Lodging in Support of Motion for Summary Judgment as to Complaint filed by Defendant Our Lady of Guadalupe School	5	924-926
30-1	08/18/17	Notice of Lodging in Support of Motion for Summary Judgment as to Complaint filed by Defendant Our Lady of Guadalupe School  Exhibit 1 – [Proposed] Judgment RE: Motion of Defendant for Summary Judgment	5	927-929

**INDEX****APPELLANT'S EXCERPTS OF RECORD****No. 17-56624**

<b>Docket No.</b>	<b>Date</b>	<b>Description</b>	<b>Volume of ER</b>	<b>Pages of ER</b>
29	08/18/17	Request for Judicial Notice (RE: Motion for Summary Judgment as to Complaint filed by Defendant Our Lady of Guadalupe School)	5	930-932
28	08/18/17	Notice of Lodgment of [Proposed] Statement of Uncontroverted Facts and Conclusions of Law RE: Motion of Defendant for Summary Judgment	5	933-935
28-1	08/18/17	[Proposed] Statement of Uncontroverted Facts and Conclusions of Law RE: Motion of Defendant for Summary Judgment [Fed. R. Civ. P. 56]	5	936-963
27	08/18/17	Notice of Motion and Motion for Summary Judgment as to Complaint filed by Defendant Our Lady of Guadalupe School	5	964-991
1	12/19/16	Complaint	5	992-1000
/	/	Civil Docket for U.S. District Court, Central District of California, Western Division, Case No. 2:16-cv-09353-SVW-AFM	5	1001-1007
/	/	Certificate of Service	5	1008

(SPACE BELOW FOR FILING STAMP ON: Y)

1 LINDA MILLER SAVITT, SBN 94164  
lsavitt@brgslaw.com  
2 STEPHANIE KANTOR, SBN 272421  
skantor@brgslaw.com  
3 BALLARD ROSENBERG GOLPER & SAVITT, LLP  
15760 Ventura Boulevard, Eighteenth Floor  
4 Encino, CA 91436  
Telephone: (818) 508-3700  
5 Facsimile: (818) 506-4827  
6 Attorneys for Defendant  
OUR LADY OF GUADALUPE  
7 SCHOOL

8  
9 UNITED STATES DISTRICT COURT  
10 CENTRAL DISTRICT OF CALIFORNIA  
11

12 AGNES DEIRDRE MORRISSEY-  
BERRU, an individual

13 Plaintiff,

14 vs.

15 OUR LADY OF GUADALUPE  
16 SCHOOL, a California non-profit  
corporation and DOES 1 through 50,  
17 inclusive

18 Defendants.  
19

CASE NO. 2:16-CV-09353-SVW-AFM

[Assigned to Hon Stephen V. Wilson]

20 **DEFENDANT'S APPENDIX OF**  
21 **EVIDENCE IN SUPPORT OF**  
22 **MOTION FOR SUMMARY**  
23 **JUDGMENT**

Date: September 18, 2017

Time: 1:30 p.m.

Ctrm: 10A

(Filed concurrently with Appendix of  
Evidence; Statement of Uncontroverted Facts;  
[proposed] Judgment; Notice of Lodgment of  
[proposed] Judgment; Notice of Lodgment of  
Statement of Uncontroverted Facts)

Action Filed: December 19, 2016

BALLARD ROSENBERG GOLPER & SAVITT LLP  
15760 VENTURA BOULEVARD, EIGHTEENTH FLOOR  
ENCINO, CA 91436



1 Defendant OUR LADY OF GUADALUPE SCHOOL hereby submits the following  
 2 evidence in support of its Motion for Summary Judgment filed and served concurrently  
 3 herewith:


4	EXHIBIT NO.	DESCRIPTION
5	Exhibit A	Excerpts of Plaintiff Deirdre Morrissey-Berru's Deposition
6		Transcript
7	Exhibit B	Excerpts of April Beuder Deposition Transcript
8	Exhibit C	Declaration of April Beuder
9	Exhibit D	Declaration of Sister Mary Margaret
10	Exhibit E	Declaration of Dr. Sara Kersey
11	Exhibit F	Declaration of Dr. Marianne Mitchell
12	Exhibit G	Declaration of Stephanie B. Kantor
13		
14	Exhibit 1	Complaint
15	Exhibit 2	EEOC Charge (Morrissey-Berru 1)
16	Exhibit 3	Our Lady of Guadalupe History and Philosophy (OLG 308-
17		309)
18	Exhibit 4	Our Lady of Guadalupe Mission Statement (OLG 315)
19	Exhibit 5	Our Lady of Guadalupe About Us (OLG 307)
20	Exhibit 6	Blest are We Textbook and Teacher's Guide Table of
21		Contents (OLG 0577-0596)
22	Exhibit 7	Catechist Certification Progress Transcript (OLG 117-118,
23		120-121)
24	Exhibit 8	Excerpts from Our Lady of Guadalupe Faculty
25		Handbook (OLG 0505-0528)
26	Exhibit 9	Report of Findings (OLG 722, 740, 741)
27	Exhibit 10	February 12, 2013 Email from Beuder to Plaintiff "I want to

1		touch base with you regarding Reader's Workshop to see if I
2		can help you in any way" (OLG 708-709)
3	Exhibit 11	June 2013 Catholic Identity and Professional Conduct
4		Review Form (OLG 162-163)
5	Exhibit 12	2013-2014 Employment Agreement (OLG 008-0012)
6	Exhibit 13	October 17, 2013 Emails between Beuder and Plaintiff re.
7		"full implementation of RW is the school-wide expectation at
8		this point." (Morrissey-Berru 90)
9	Exhibit 14	November 14, 2013 Catholic Identity and Professional
10		Conduct Review Form (OLG 195-196)
11	Exhibit 15	January 15, 2014 Dr. Kersey Writing Workshop Feedback
12		Template (OLG 430)
13	Exhibit 16	Email re: Writing Wall (Morrissey-Berru 94)
14	Exhibit 17	Dear Diary (Morrissey-Berru 91)
15	Exhibit 18	Peer Feedback re. Plaintiff's Student Writing Lesson (OLG
16		210-213)
17	Exhibit 19	March 5, 2014 Classroom Observation Report (OLG 0166-
18		0169)
19	Exhibit 20	Dr. Mitchell Notes re. Plaintiff (OLG 200)
20	Exhibit 21	2014-2015 Employment Agreement (OLG 0001-0006)
21	Exhibit 22	Email from Plaintiff to Parent "I will no longer accept your
22		emails" (OLG 0743-0749)
23	Exhibit 23	Stick Figure Family Drawing (OLG 220-221)
24	Exhibit 24	Nonrenewal letter (Morrissey-Berru 269)
25	Exhibit 25	November 6, 2014 Classroom Observation Report (OLG
26		170-172)
27	Exhibit 26	Catholic School Communities Faith Formation guidelines
28		from the Los Angeles Archdioceses Administrative

- 1 Handbook  
2 Exhibit 27 IRS letters recognizing non-profit, tax exempt status of Our  
3 Lady of Guadalupe parish and school  
4 Exhibit 28 State of California Franchise Tax Board Entity Status Letter  
5 Exhibit 29 Certificates of Amendment of Articles of Incorporation of  
6 Archdiocese of Los Angeles Education & Welfare  
7 Corporation  
8 Exhibit 30 *Biel v. St. James School*, CV 15-04248 TJH (ASx), C.D. Cal.  
9 Jan. 17, 2017  
10  
11

12 DATED: July 25, 2017

BALLARD ROSENBERG GOLPER &  
SAVITT, LLP

14 By:   
15 STEPHANIE B. KANTOR  
16 Attorneys for Defendant  
17 OUR LADY OF GUADALUPE SCHOOL  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

BALLARD ROSENBERG GOLPER & SAVITT LLP  
15760 VENTURA BOULEVARD, EIGHTEENTH FLOOR  
ENGINO, CA 91436



AGNES DEIRDRE MORRISSEY-BERRU - 04/26/2017

UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA

AGNES DEIRDRE MORRISSEY-BERRU, AN )  
INDIVIDUAL, )  
PLAINTIFF, ) CASE NO.  
VS. ) 2:16-CV-09353-  
OUR LADY OF GUADALUPE SCHOOL, A ) SVW-AFM  
CALIFORNIA NON-PROFIT CORPORATION; )  
AND DOES 1 THROUGH 50, INCLUSIVE, )  
DEFENDANTS. )

-----

VIDEOTAPED DEPOSITION OF AGNES DEIRDRE MORRISSEY-BERRU  
WEDNESDAY, APRIL 26, 2017

JOB NO. 98169

REPORTED BY: MONICA T. CORLEY, CSR NO. 8803

AGNES DEIRDRE MORRISSEY-BERRU - 04/26/2017

10:11 1 A Yes.

10:11 2 Q Okay. All right. Out of the way.

10:12 3 Have you ever sued any other employer?

10:12 4 A No.

10:12 5 Q Have you ever been a party to any

10:12 6 litigation?

10:12 7 A No.

10:12 8 Q Have you ever been part of a bankruptcy?

10:12 9 A No.

10:12 10 Q Have you ever filed any administrative

10:12 11 charges, that's a charge with the government?

10:12 12 A No.

10:12 13 Q Have you ever filed for Workers'

10:12 14 Compensation benefits?

10:12 15 A No.

10:12 16 Q Have you ever filed for unemployment

10:12 17 benefits?

10:12 18 A No.

10:12 19 [ Q What is your date of birth? ]

10:12 20 [ A February 12, 1951. ]

10:12 21 Q And where were you born?

10:12 22 A Hartford, Connecticut.

10:12 23 Q And I'm going to ask this, if you prefer

10:12 24 to give it off the record that's fine, your Social

10:12 25 Security number?

AGNES DEIRDRE MORRISSEY-BERRU - 04/26/2017

10:19 1 Q Okay.

10:19 2 A For major accounts.

10:19 3 Q Sorry, I keep doing that.

10:19 4 And then what year did you start at Our  
10:19 5 Lady of Guadalupe?

10:19 6 A I started subbing in 1998 sporadically and  
10:19 7 in 1999 was offered a maternity leave position for  
10:19 8 approximately eight weeks.

10:19 9 Q You said that was in '99?

10:19 10 A Yes.

10:19 11 Q All right. And then what came next?

10:19 12 A In the fall of 1999 I was offered a 6th  
10:19 13 grade position.

10:19 14 Q Full time?

10:19 15 A Yes.

10:19 16 Q And I know we're going way back here, but  
10:20 17 what did that position entail? What subjects did  
10:20 18 you teach?

10:20 19 A I was a 6th grade teacher, self-contained.  
10:20 20 I taught reading, writing, grammar, vocabulary,  
10:20 21 science, social studies, religion.

10:20 22 Q And how long did you hold that role?

10:20 23 A Approximately 10 years.

10:20 24 Q Okay. And then what was your next role?

10:20 25 A My next role, I was the 5th grade teacher.

AGNES DEIRDRE MORRISSEY-BERRU - 04/26/2017

10:20 1 Q So are we looking at around 2009 here?

10:20 2 A Approximately.

10:20 3 Q Okay. And what did that role entail?

10:20 4 A The 5th grade role entailed teaching math,  
10:20 5 science, social studies, reading, writing, grammar,  
10:21 6 vocabulary, and religion.

10:21 7 Q I'm sorry if you already said this: When  
10:21 8 you were teaching the 6th grade role, were you  
10:21 9 teaching religion as well?

10:21 10 A Yes.

10:21 11 Q So your entire time at Our Lady of  
10:21 12 Guadalupe, from start to finish, you taught  
10:21 13 religion?

10:21 14 A Yes.

10:21 15 Q Okay. And so you held this 5th grade  
10:21 16 teacher role from 2009 until what date?

10:21 17 A 2015, at a part-time capacity for that  
10:21 18 last year.

10:21 19 Q Okay. So I'm going to mark as Exhibit 2 a  
10:21 20 document entitled "Teacher Employment  
10:21 21 Agreement-Elementary," academic year 2014 to 2015,  
10:22 22 and this document is Bates stamped OLG 1 through 6.  
10:22 23 (Whereupon, Deposition Exhibit 2 was  
10:22 24 marked for identification by the Court  
10:22 25 Reporter.)



AGNES DEIRDRE MORRISSEY-BERRU - 04/26/2017

10:22 1 BY MS. KANTOR:

10:22 2 Q Could you look at this document, please,

10:22 3 and let me know if you recognize it. And take your

10:22 4 time.

10:22 5 Ms. Morrissey-Berru, do you recognize this

10:23 6 document?

10:23 7 A Yes.

10:23 8 Q And what is it?

10:23 9 A It is a teacher employment agreement.

10:23 10 Q Is it your teacher employment agreement?

10:23 11 A Yes.

10:23 12 Q And if you look at the 6th page or the

10:23 13 last page in that document, it's Bates stamped

10:23 14 OLG 6, that's referring to the number at the bottom

10:23 15 right for your reference, is that your signature in

10:23 16 the middle of the page?

10:23 17 A Yes.

10:23 18 Q And if you know, is that the pastor's

10:23 19 signature below?

10:23 20 MS. FUND: It calls for speculation.

10:23 21 You can answer to the extent you know the

10:23 22 pastor's signature.

10:23 23 THE WITNESS: I'm not sure.

10:23 24 BY MS. KANTOR:

10:23 25 Q Okay. Ms. Morrissey-Berru, is it your

AGNES DEIRDRE MORRISSEY-BERRU - 04/26/2017

10:23 1 understanding that teacher contracts at Our Lady of  
10:23 2 Guadalupe were year to year?

10:23 3 A Yes.

10:23 4 Q So what does that mean?

10:23 5 A It means you are employed year to year.

10:23 6 Q Okay. And do you understand that the  
10:23 7 school has no obligation to renew contracts?

10:24 8 A Yes.

10:24 9 Q This contract in front of you, this  
10:24 10 Exhibit 2, did you review it before signing  
10:24 11 it?

10:24 12 A Yes.

10:24 13 Q Okay. And then I want to just point out  
10:24 14 to you on the first page at the top, do you see --  
10:24 15 the first term says "Term: The school and you make  
10:24 16 this employment agreement for the period shown  
10:24 17 above, the term for you to serve as a member of our  
10:24 18 faculty," and the year is 2014 to 2015. Do you see  
10:24 19 that?

10:24 20 A Yes.

10:24 21 Q Okay. Can I also direct you to page 3 of  
10:24 22 this exhibit. It's stamped OLG 3 at the bottom  
10:24 23 right. And at the top of the page it says  
10:24 24 "Renewal" -- do you see where it says "Renewal"?

10:25 25 A Yes.

AGNES DEIRDRE MORRISSEY-BERRU - 04/26/2017

10:25 1 Q Okay. "Renewal: Future employment will  
10:25 2 be determined on a year-to-year basis." Do you see  
10:25 3 that line?

10:25 4 A Yes.

10:25 5 Q And is that kind of what you were saying  
10:25 6 when you agreed that it was a year-to-year  
10:25 7 contract?

10:25 8 A Yes.

10:25 9 Q Okay. And if you look at the bottom of  
10:25 10 that same paragraph, second to last sentence, it  
10:25 11 says "There is no implied duty by you or the school  
10:25 12 to renew this agreement and no cause whatsoever is  
10:25 13 required by either party for non-renewal." Now,  
10:25 14 was that your understanding?

10:25 15 A Yes.

10:25 16 Q Okay. Ms. Morrissey-Berru, during your  
10:25 17 employment, were you provided with employee  
10:25 18 handbooks or policies or anything like that?

10:25 19 A Yes.

10:25 20 Q Okay. So I'm going to -- sorry I'm  
10:25 21 flooding you with documents. I'm going to mark as  
10:25 22 Exhibit 3 a document entitled "Our Lady of  
10:25 23 Guadalupe Faculty Handbook, 2014 to 2015." And  
10:26 24 it's Bates stamped OLG 505, 506, 507, through 513,  
10:26 25 starts again from 526 to 528.

AGNES DEIRDRE MORRISSEY-BERRU - 04/26/2017

10:26 1 (Whereupon, Deposition Exhibit 3 was  
10:26 2 marked for identification by the Court  
10:26 3 Reporter.)

10:26 4 BY MS. KANTOR:

10:26 5 Q I'll just ask you to -- sorry -- take a  
10:26 6 look at it and tell me if it looks familiar to you.

10:26 7 A Yes.

10:26 8 Q Was it your understanding that Our Lady of  
10:27 9 Guadalupe had policies against discrimination,  
10:27 10 harassment, retaliation?

10:27 11 MS. FUND: I'm going to object to the  
10:27 12 extent it's compound.

10:27 13 You can answer if you understand.

10:27 14 THE WITNESS: I don't know.

10:27 15 BY MS. KANTOR:

10:27 16 Q All right. I'd like to direct you to page  
10:27 17 8. It's also Bates stamped OLG 513 on the bottom  
10:27 18 right.

10:27 19 Okay. Do you see where it says  
10:27 20 "Employment Policy"?

10:27 21 A Yes.

10:27 22 Q Can you read me the first line?

10:27 23 A "The school treats all school employees  
10:27 24 equally based on merit, competence, and  
10:27 25 qualifications."

AGNES DEIRDRE MORRISSEY-BERRU - 04/26/2017

10:29 1 retaliation"? Do you see that?

10:29 2 A Yes.

10:29 3 Q Okay. So, Ms. Morrissey-Berru, is it your  
10:29 4 understanding that the Employee Handbook contains  
10:29 5 policies with regard to discrimination, harassment  
10:29 6 and retaliation?

10:29 7 A Yes.

10:29 8 Q So I'd like you to tell me a little bit  
10:30 9 about Our Lady of Guadalupe School's mission and  
10:30 10 philosophy in your own words.

10:30 11 MS. FUND: I'm just going to object to the  
10:30 12 extent it's incredibly vague, ambiguous, overbroad.

10:30 13 You can answer to the extent you  
10:30 14 understand.

10:30 15 BY MS. KANTOR:

10:30 16 Q I will clarify that I'm asking for what  
10:30 17 your understanding is of Our Lady of Guadalupe's  
10:30 18 mission and philosophy.

10:30 19 MS. FUND: Same objections.

10:30 20 BY MS. KANTOR:

10:30 21 Q You can tell me if you don't understand my  
10:30 22 question.

10:30 23 A The mission of the school is to teach  
10:30 24 children, with Catholic values.

10:30 25 Q And what does that mean to you, teaching

AGNES DEIRDRE MORRISSEY-BERRU - 04/26/2017

10:30 1 with Catholic values?

10:30 2 A Teaching Catholic values means that we  
10:30 3 follow religious instruction.

10:31 4 Q And what does that mean?

10:31 5 A It means we teach children how to go to  
10:31 6 mass, the parts of the mass, communion, prayer, and  
10:31 7 confession.

10:31 8 Q Anything else?

10:31 9 A No.

10:31 10 Q So is Our Lady of Guadalupe School a  
10:31 11 Catholic parish school?

10:31 12 A Yes.

10:31 13 Q With a particular parish?

10:31 14 A Yes.

10:31 15 Q Which one?

10:31 16 A Our Lady of Guadalupe Church.

10:31 17 Q And do you know if Our Lady of Guadalupe  
10:32 18 is a nonprofit religious association?

10:32 19 A I don't know for sure.

10:32 20 Q And do you know essentially, and this is  
10:32 21 only to your understanding, do you know why Our  
10:32 22 Lady of Guadalupe was established?

10:32 23 MS. FUND: It calls for speculation.

10:32 24 THE WITNESS: No.

10:32 25 BY MS. KANTOR:

AGNES DEIRDRE MORRISSEY-BERRU - 04/26/2017

10:32 1 Q So were you committed to teaching children  
10:32 2 Catholic values?

10:32 3 A Yes.

10:32 4 Q Were you committed to faith-based  
10:32 5 education?

10:32 6 A Yes.

10:32 7 Q And I just want to understand a little bit  
10:32 8 more about that. Were you responsible for school  
10:32 9 mass?

10:32 10 A Sometimes.

10:32 11 Q What did that entail?

10:32 12 A I would choose students to participate in  
10:32 13 the mass by reading.

10:32 14 Q So the students would read during the  
10:32 15 mass?

10:32 16 A Yes.

10:32 17 Q Would you select their readings?

10:32 18 A The readings were already in the book.

10:33 19 Q And would you guide them in any part of  
10:33 20 this process?

10:33 21 A I would choose students to read and they  
10:33 22 would practice.

10:33 23 Q Would they practice with you?

10:33 24 A They would practice at home.

10:33 25 Q Did you -- were you responsible for

AGNES DEIRDRE MORRISSEY-BERRU - 04/26/2017

10:33 1 attending monthly family masses?

10:33 2 A Yes.

10:33 3 Q And did you do so?

10:33 4 A When possible.

10:33 5 Q Were you a part of the liturgy planning  
10:33 6 for school masses?

10:33 7 A At my particular school mass, yes, but  
10:33 8 otherwise, no.

10:33 9 Q What does that mean, your particular  
10:33 10 school mass?

10:33 11 A Each class would have a special monthly  
10:33 12 mass.

10:33 13 Q So your 5th grade class was in charge  
10:33 14 of --

10:33 15 A Yes.

10:33 16 Q -- a school mass a month?

10:34 17 And what did that involve?

10:34 18 A It involved choosing readers to read at  
10:34 19 the mass.

10:34 20 Q What you had already told me about?

10:34 21 A Yes.

10:34 22 Q All right. And then I believe you already  
10:34 23 testified to this, but did you also teach religion  
10:34 24 class?

10:34 25 A Yes.



AGNES DEIRDRE MORRISSEY-BERRU - 04/26/2017

10:34 1 Q And did you undergo any religious training  
10:34 2 in order to teach religion?

10:34 3 A Yes.

10:34 4 Q Can you describe that to me.

10:34 5 A It was the history of the Catholic Church.

10:34 6 Q And where did you learn about this?

10:34 7 A It was at St. Catherine Laboure Church --

10:34 8 Q So you --

10:34 9 A -- in Torrance.

10:34 10 Q Sorry.

10:34 11 So you had to like go to a special  
10:34 12 separate class training on the history of the  
10:34 13 Catholic Church?

10:34 14 A Yes.

10:34 15 Q And how many courses did you take?

10:34 16 A It was one course.

10:34 17 Q And when did you take it?

10:34 18 A I took it approximately in the year 2012.

10:35 19 Q Any other years?

10:35 20 A I'm not sure.

10:35 21 Q Okay. So I'm going to mark as Exhibit 4 a  
10:35 22 document Bates stamped OLG 117 to 122.

10:35 23 (Whereupon, Deposition Exhibit 4 was  
10:35 24 marked for identification by the Court  
10:35 25 Reporter.)

AGNES DEIRDRE MORRISSEY-BERRU - 04/26/2017

10:35 1 BY MS. KANTOR:

10:35 2 Q Please take a look at this, and let me  
10:35 3 know if you recognize these documents.

10:35 4 A Yes.

10:35 5 Q Okay. Let's start with the first page  
10:35 6 Bates stamped OLG 117. What is this document?

10:35 7 A This certified that I took the course.

10:35 8 Q And is this the course you were just  
10:35 9 telling me about?

10:35 10 A Yes.

10:35 11 Q Sorry, like -- excuse my lack of knowledge  
10:36 12 about this, but what is -- what does a Catechist  
10:36 13 Certification mean?

10:36 14 A Catechist? It means that I am  
10:36 15 knowledgeable in the Catholic religion.

10:36 16 Q All right. And then if you look at the  
10:36 17 third page, it's Bates stamped OLG 119, what is  
10:36 18 this document?

10:36 19 A This document is the VIRTUS training for  
10:36 20 abuse --

10:36 21 Q Okay.

10:36 22 A -- of children.

10:36 23 Q And then if you look at the next page  
10:36 24 Bates stamped OLG 120, what is this document?

10:36 25 A This is the same course at a different

AGNES DEIRDRE MORRISSEY-BERRU - 04/26/2017

10:36 1 location.

10:37 2 Q So you took it another time, is that what  
10:37 3 it means?

10:37 4 A The classes were not always held at  
10:37 5 St. Catherine Laboure, they were offered at  
10:37 6 different churches --

10:37 7 Q Oh, so it --

10:37 8 A -- for schools.

10:37 9 Q Sorry, I keep doing that. It was --

10:37 10 MS. FUND: Yes.

10:37 11 BY MS. KANTOR:

10:37 12 Q It was multiple classes?

10:37 13 A Yes.

10:37 14 Q All right. And you said this was a course  
10:37 15 on the history of the Catholic Church. What kinds  
10:37 16 of things did you learn about, in brief?

10:37 17 A We learned about the Bible.

10:37 18 Q Were you responsible for integrating  
10:37 19 Catholic teachings and values into your other  
10:37 20 classes, not just religion?

10:37 21 A I would say so.

10:37 22 Q And can you give me an example of a way  
10:37 23 that you would try and do that?

10:38 24 A I might say let's say a prayer for  
10:38 25 someone's mother who's ill.

AGNES DEIRDRE MORRISSEY-BERRU - 04/26/2017

10:38 1 Q Can you think of any other examples?

10:38 2 A Oh, I would say a prayer at the end of  
10:38 3 class.

10:38 4 Q Oh, is that something that you did  
10:38 5 regularly, daily prayer with the students?

10:38 6 A Yes.

10:38 7 Q And what did that entail?

10:38 8 A Saying a Hail Mary.

10:38 9 Q And when was this prayer usually done?

10:38 10 A Usually in the beginning of the class or  
10:38 11 at the end of the class.

10:38 12 Q Was there also a prayer before meals?

10:38 13 A It's possible. If the student went to  
10:38 14 lunch and said a prayer, I don't know.

10:38 15 Q And you said that you also tried to  
10:38 16 incorporate spontaneous prayers where it came up?

10:38 17 A If needed.

10:38 18 Q Were you responsible for administering the  
10:39 19 yearly assessment of children religious education  
10:39 20 test?

10:39 21 A Yes.

10:39 22 Q What is that test?

10:39 23 A It is a test on Catholic teachings for 5th  
10:39 24 grade.

10:39 25 Q And so what was your responsibility with

AGNES DEIRDRE MORRISSEY-BERRU - 04/26/2017

10:39 1 regard to the test?

10:39 2 A My responsibility was to administer the  
10:39 3 test.

10:39 4 Q Okay. Were you also expected to attend  
10:39 5 faculty prayer services?

10:39 6 A Yes.

10:39 7 Q What about faith formation classes?

10:39 8 A I don't recall.

10:39 9 Q Were you expected to take your class to  
10:39 10 weekly mass?

10:39 11 A Yes.

10:39 12 Q And I think you -- sorry if I'm asking  
10:39 13 this again, but how about monthly school-wide  
10:40 14 masses?

10:40 15 A Yes.

10:40 16 Q What about additional prayer services  
10:40 17 throughout the year?

10:40 18 A I can't remember.

10:40 19 Q How about like for All Saints Day?

10:40 20 A That was my 5th grade mass.

10:40 21 Q Oh, you were responsible for that?

10:40 22 A Yes.

10:40 23 Q Were you responsible for taking the  
10:40 24 students to mass for the Feast of Our Lady?

10:40 25 A Yes.

AGNES LEIROPE MORRISSEY-BERRU - 04/26/2017

10:40 1 Q How about for Reconciliation?

10:40 2 A Yes.

10:40 3 Q Stations of the cross?

10:40 4 A Yes.

10:40 5 Q Lenten services?

10:40 6 A Yes.

10:40 7 Q Am I forgetting any?

10:40 8 A Christmas maybe.

10:40 9 Q That's a big one.

10:40 10 Okay. Did you ever personally lead

10:40 11 school-wide religious service?

10:40 12 A Not that I recall.

10:40 13 Q When you were responsible for mass or your  
10:41 14 class was, did you have any input into selecting

10:41 15 the hymns?

10:41 16 A No.

10:41 17 Q Did you ever personally deliver a message  
10:41 18 during the service?

10:41 19 A Not that I recall.

10:41 20 Q Did your students?

10:41 21 A Not that I recall.

10:41 22 Q Did you have to prepare your students to  
10:41 23 altar serve during weekly mass?

10:41 24 A No.

10:41 25 Q How about to read during weekly mass?

AGNES DEIRDRE MORRISSEY-BERRU - 04/26/2017

10:41 1 A Yes.

10:41 2 Q And also for the school mass?

10:41 3 A Yes.

10:41 4 Q Did you lead your students in any  
10:41 5 devotional exercises?

10:41 6 A Not that I can recall.

10:41 7 Q Were you expected to provide students with  
10:41 8 an opportunity to prayerfully reflect on their  
10:41 9 faith and spiritual growth?

10:41 10 MS. FUND: I'm just going to object to the  
10:41 11 extent it's vague and ambiguous.

10:41 12 THE WITNESS: Not that I recall.

10:42 13 BY MS. KANTOR:

10:42 14 Q So devotional exercises weren't part of  
10:42 15 your teaching?

10:42 16 A I don't understand what that means.

10:42 17 Q Okay. That's fine.

10:42 18 Did you as a religion teacher, did you  
10:42 19 conduct daily religion -- religion instruction?

10:42 20 A Yes.

10:42 21 Q All right. And what was the textbook you  
10:42 22 were responsible for using?

10:42 23 A I believe it was "Blest Are We."

10:42 24 Q Okay. So I'm going to mark as Exhibit 15 a  
10:42 25 document Bates stamped OLG 577 through 596.

AGNES DEIRDRE MORRISSEY-BERRU - 04/26/2017

10:42 1 (Whereupon, Deposition Exhibit 5 was  
10:42 2 marked for identification by the Court  
10:42 3 Reporter.)

10:42 4 BY MS. KANTOR:

10:42 5 Q And, Ms. Morrissey-Berru, I would just ask  
10:42 6 you to take a look at this and tell me if it looks  
10:42 7 familiar to you.

10:42 8 A Yes.

10:42 9 Q Can you tell me what this -- I mean, I  
10:42 10 know it's a xerox, but can you tell me what this  
10:43 11 is?

10:43 12 A This is our religion book, "Blest Are We."

10:43 13 Q So the textbook you were responsible for  
10:43 14 using; is that correct?

10:43 15 A Yes.

10:43 16 Q Okay. And I'll represent that in this  
10:43 17 exhibit it's the table of contents of the book.

10:43 18 And how did you use this textbook in your  
10:43 19 religion course?

10:43 20 A We would read the book every day.

10:43 21 Q And so what kind of lessons were you  
10:43 22 teaching? Let's just focus on your last year at  
10:43 23 Our Lady of Guadalupe in your religion class. What  
10:43 24 were some of the lessons you were responsible for  
10:43 25 teaching students?



AGNES DEIRDRE MORRISSEY-BERRU - 04/26/2017

10:43 1 A I don't recall.

10:44 2 Q Perhaps you can use this Exhibit 5 to  
10:44 3 refresh your memory. Take your time.

10:44 4 MS. FUND: And again, she's asking about  
10:44 5 the last year of your teaching.

10:45 6 THE WITNESS: Well, looking at the  
10:45 7 contents, it would be Creation, the seven  
10:45 8 sacraments, sacramentals, Baptism, Confirmation,  
10:45 9 the Eucharist, Reconciliation, Holy Orders and  
10:45 10 Matrimony.

10:45 11 BY MS. KANTOR:

10:45 12 Q So would you say as part of your teaching,  
10:45 13 students were expected to learn and express belief  
10:45 14 that Jesus is the son of God and the Word made  
10:45 15 flesh?

10:45 16 A Yes.

10:45 17 Q Would you expect your students to be able  
10:45 18 to identify the ways that the church carries on the  
10:45 19 mission of Jesus?

10:45 20 A Yes.

10:45 21 Q Would you teach students to explain the  
10:46 22 communion of saints?

10:46 23 A Yes.

10:46 24 Q Would you teach students to recognize the  
10:46 25 presence of Christ in the Eucharist?

AGNES DEIRDRE MORRISSEY-BERRU - 04/26/2017

10:46 1 A Yes.

10:46 2 Q Would you expect, through your teaching,  
10:46 3 that students would be able to locate, read and  
10:46 4 understand stories from the Bible that relate to  
10:46 5 the sacraments?

10:46 6 A Yes.

10:46 7 Q Would you teach students to know the  
10:46 8 names, meanings, signs and symbols of each of the  
10:46 9 seven sacraments?

10:46 10 A Yes.

10:46 11 Q Would any of your lessons entail the  
10:46 12 students experiencing the water, bread, wine, oil  
10:46 13 and light with the senses and participating in the  
10:46 14 prayer service related to that?

10:46 15 A Yes.

10:46 16 Q Would students learn to celebrate the  
10:46 17 sacrament?

10:46 18 A Yes.

10:46 19 Q Would they learn to celebrate a prayer  
10:46 20 service of Reconciliation?

10:46 21 A Yes.

10:46 22 Q Would you teach students how to pray the  
10:46 23 Apostles' Creed and the Nicene Creed?

10:46 24 A Yes.

10:46 25 Q Would students learn the four marks of the

AGNES DEIRDRE MORRISSEY-BERRU - 04/26/2017

10:46 1 church?

10:47 2 A Yes.

10:47 3 Q Would you teach students to recognize the  
10:47 4 liturgical calendar?

10:47 5 A Yes.

10:47 6 Q Would you teach students to recognize the  
10:47 7 meaning and celebration of the Sacred Triduum?

10:47 8 A Yes.

10:47 9 Q Would you teach students to understand  
10:47 10 original sin?

10:47 11 A Yes.

10:47 12 Q So would you say that you had to introduce  
10:47 13 students to Catholicism?

10:47 14 A Yes.

10:47 15 Q And kind of gave them a groundwork for  
10:47 16 their religious doctrine?

10:47 17 A Yes.

10:47 18 Q Can I point you back to Exhibit 1, the  
10:47 19 first one we looked at, the 2014-2015 contract.

10:47 20 MS. FUND: Are you talking about  
10:47 21 Exhibit 2?

10:47 22 MS. KANTOR: Exhibit 2. Thank you.

10:47 23 Q Can you read on the first page where it  
10:47 24 says "Philosophy." Do you mind just reading it out  
10:48 25 loud.

AGNES DEIRDRE MORRISSEY-BERRU - 04/26/2017

10:48 1 A "Philosophy: The mission of the school is  
10:48 2 to develop and promote a Catholic school faith  
10:48 3 community within the philosophy of Catholic  
10:48 4 education as implemented at the school and the  
10:48 5 doctrines, laws and norms of the Roman Catholic  
10:48 6 Church. All your duties and responsibilities as a  
10:48 7 teacher shall be performed within this overriding  
10:48 8 commitment."

10:48 9 Q And, Ms. Morrissey-Berru, did you agree  
10:48 10 that your duties and responsibilities as a teacher  
10:48 11 should be performed within this overriding  
10:48 12 commitment?

10:48 13 A Yes.

10:48 14 Q Okay. If you can go just two sentences  
10:49 15 down, I'm looking at the second sentence in the  
10:49 16 "Duties" section, starting with "You acknowledge."  
10:49 17 Do you mind reading there.

10:49 18 MS. FUND: I'm just going to object to the  
10:49 19 extent this document speaks for itself.

10:49 20 You can continue to read in the document  
10:49 21 that everybody has in front of them.

10:49 22 THE WITNESS: "You acknowledge that the  
10:49 23 school operates within the philosophy of Catholic  
10:49 24 education and retains the right to employ  
10:49 25 individuals who demonstrate an ability to teach in

AGNES DEIRLRE MORRISSEY-BERRU - 04/26/2017

10:49 1 accordance with this philosophy."

10:49 2 BY MS. KANTOR:

10:49 3 Q Go on.

10:49 4 A "You understand and accept that the values  
10:49 5 of Christian charity, temperance and tolerance  
10:49 6 apply to your interactions with your supervisors,  
10:49 7 colleagues, students, parents, staff, and all  
10:50 8 others with whom you come in contact at or on  
10:50 9 behalf of the school."

10:50 10 Q Thank you.

10:50 11 [ And were you expected to participate in  
10:50 12 school liturgical activities?

10:50 13 A Yes.

10:50 14 MS. KANTOR: Okay. Let's take a break.

10:50 15 THE VIDEOGRAPHER: We're going off the  
10:50 16 record at 10:50.

10:50 17 (Recess taken.)

11:07 18 THE VIDEOGRAPHER: We are back on the  
11:07 19 record at 11:07.

11:07 20 MS. FUND: And just, now that we're back  
11:07 21 on the record, I advised counsel for the defense  
11:07 22 off the record that Mrs. Morrissey-Berru wanted to  
11:07 23 clarify her testimony from earlier today relating  
11:07 24 to any conversations she had relating to current or  
11:07 25 former employees or parents of Our Lady of

AGNES DEIRDRE MORRISSEY-BERRU - 04/26/2017

11:21 1 A As far as I know, they were let go, but if  
11:21 2 they wanted their job, they had the opportunity to  
11:21 3 reapply.

11:21 4 MS. FUND: And again, are you referring to  
11:21 5 a certain set?

11:21 6 THE WITNESS: Just the cer- -- the ones  
11:21 7 that I already mentioned, the -- Richard Gathy was  
11:21 8 fired.

11:21 9 BY MS. KANTOR:

11:21 10 Q What -- what year did he teach?

11:21 11 A Well, this is 2012.

11:21 12 Q Uh-huh.

11:21 13 A He had been there 16 years, I believe.

11:21 14 Q So was it just the 5th through 8th grade  
11:21 15 teachers? That's what I'm getting at.

11:21 16 A Yes.

11:21 17 Q Okay. So all of the 5th through 8th grade  
11:21 18 teachers were asked to reapply?

11:21 19 A Pretty much, yes.

11:21 20 Q Okay. So Mr. Gathy, what is your  
11:21 21 understanding of the circumstances in which his  
11:22 22 employment ended?

11:22 23 MS. FUND: Calls for speculation.

11:22 24 THE WITNESS: He didn't have a credential.

11:22 25 BY MS. KANTOR:

AGNES DEIRDRE MORRISSEY-BERRU - 04/26/2017

11:22 1 Q Okay. Wes -- I don't have the last name.  
11:22 2 What were -- what was your understanding of the  
11:22 3 circumstances under which that person's employment  
11:22 4 ended?

11:22 5 MS. FUND: What person?

11:22 6 BY MS. KANTOR:

11:22 7 Q Wes --

11:22 8 A Robin Skibiski?

11:22 9 Q After -- okay. Let's go with Robin  
11:22 10 Skibiski.

11:22 11 A Okay. Robin Skibiski did not have a  
11:22 12 credential.

11:22 13 Q Okay. And what about Jane?

11:22 14 A Jane Cannata did not have a credential.

11:22 15 Q And what about Lisa?

11:22 16 A Lisa did not have a credential.

11:22 17 Q Okay. So you went through a hiring  
11:22 18 process with Ms. Beuder; is that correct?

11:22 19 A It was the church board, of which there  
11:22 20 were approximately five people, I believe --

11:22 21 Q Okay.

11:22 22 A -- present.

11:22 23 Q And were you hired for --

11:23 24 A I was rehired.

11:23 25 Q And how old were you at the time?

AGNES DEIRDRE MORRISSEY-BERRU - 04/26/2017

11:23 1 A I was 61 years old.

11:23 2 Q And are you aware of who made the hiring  
11:23 3 decision?

11:23 4 A The board.

11:23 5 Q Okay. So who is Laura Liberte?

11:23 6 A Lana Liberte was an aide who worked in the  
11:23 7 after-school program. I believe 62 years old.

11:23 8 Q And you say that Ms. Bosch was trying to  
11:23 9 get rid of her?

11:23 10 A Yes.

11:23 11 Q Why?

11:23 12 A Because she didn't like the way she was  
11:23 13 handling the children.

11:23 14 Q What about it?

11:23 15 A I don't know any more about it.

11:23 16 Q And when is your understanding, this is  
11:24 17 kind of convoluted, but you're telling us that  
11:24 18 Ms. Bosch said that Ms. Beuder said something to  
11:24 19 her. When is that alleged conversation supposed to  
11:24 20 have taken place?

11:24 21 A Mrs. Bosch told me that in approximately  
11:24 22 August of 2014, to the best of my knowledge.

11:24 23 Q And how old is Ms. Bosch?

11:24 24 A I'm not sure.

11:24 25 Q Is she over the age of 40?



AGNES DEIRDRE MORRISSEY-BERRU - 04/26/2017

11:38 1 A I can't recall.

11:38 2 Q Is it your understanding that Ms. Beuder  
11:38 3 made improvement of the school's reading and  
11:38 4 writing program a top priority?

11:38 5 A Yes.

11:38 6 Q In your opinion is that something that  
11:38 7 needed improvement?

11:38 8 A Yes.

11:38 9 Q How so?

11:38 10 A There was no other program.

11:38 11 Q And how about just kind of the general  
11:38 12 condition of the school when Ms. Beuder came on --

11:38 13 A Do --

11:38 14 MS. FUND: Let her finish the question.

11:38 15 THE WITNESS: Oh, I'm sorry.

11:38 16 BY MS. KANTOR:

11:38 17 Q If you understand what I'm going to say --

11:38 18 MS. FUND: I don't --

11:38 19 BY MS. KANTOR:

11:38 20 Q -- please go ahead.

11:38 21 MS. FUND: I don't understand, so I'm  
11:38 22 going to object.

11:38 23 THE WITNESS: I know what she's talking  
11:38 24 about.

11:38 25 MS. KANTOR: She knows what I'm saying.

AGNES DEIRDRE MORRISSEY-BERRU - 04/26/2017

11:38 1 THE WITNESS: I know what she's talking  
11:38 2 about.

11:38 3 Yes. In approximately the year 2008,  
11:38 4 because of the, I would say, depression in the  
11:38 5 United States, enrollment declined, and  
11:38 6 Mrs. Beuder's goal, I'm assuming, was to increase  
11:38 7 enrollment, which she did, and she said that she  
11:39 8 would like to reach out to special ed students and  
11:39 9 she would like to introduce differentiated  
11:39 10 instruction, which she did.

11:39 11 BY MS. KANTOR:

11:39 12 Q What are the ways in which the special ed  
11:39 13 instruction differed after Ms. Beuder came on?

11:39 14 A Well, teachers didn't get training for  
11:39 15 special ed, we had to accommodate them as best we  
11:39 16 could, with IEPs, individual -- individual  
11:39 17 educational plans for students, and there was a  
11:39 18 Dr. Mitchell hired.

11:39 19 Q Who was Dr. Mitchell?

11:39 20 A She was hired to help with the special ed  
11:40 21 new program.

11:40 22 Q And did you work closely with  
11:40 23 Dr. Mitchell?

11:40 24 A Yes, I did.

11:40 25 Q What kind of work did you do together?

36

AGNES DEIRERE MORRISSEY-BEKRU - 04/26/2017

11:40 1 A I had three special ed students that year  
11:40 2 and we worked closely with the autistic student,

11:40 3

11:40 4 Q I'm sorry, I would ask that you don't  
11:40 5 say --

11:40 6 A Oh, I'm sorry.

11:40 7 Q -- student names. That's okay.

11:40 8 MS. FUND: You can use initials if you  
11:40 9 want. Say something like CJ.

11:40 10 BY MS. KANTOR:

11:40 11 Q Go on.

11:40 12 A One autistic special ed student and I had  
11:40 13 two young girls who were special ed students with  
11:40 14 learning disabilities --

11:40 15 Q And --

11:40 16 A -- that I worked closely with  
11:40 17 Dr. Mitchell.

11:40 18 Q What year was this?

11:40 19 A This was in the year 2013 to 2014.

11:41 20 Q All right. And what kinds of things was  
11:41 21 Dr. Mitchell asking you to do?

11:41 22 A To help reading and writing.

11:41 23 Q For the special ed?

11:41 24 A Special ed. In addition to the regular  
11:41 25 class.

AGNES DEIRDRE MORRISSEY-BERRU - 04/26/2017

11:41 1 Q What do you mean?

11:41 2 A Well, I had a du- -- well, I had, you  
11:41 3 know, mainstream students as well as the three  
11:41 4 special ed students.

11:41 5 Q And was --

11:41 6 A Who I was trying to teach and accommodate.

11:41 7 Q Was Dr. Mitchell's role for the whole  
11:41 8 class at large or focused on special ed?

11:41 9 A Special ed focus.

11:41 10 Q And so what kinds of things was she asking  
11:41 11 you to do for these students?

11:41 12 A She was asking me to give three different  
11:41 13 tests. Instead of one general test, I had to have  
11:41 14 a test for, say, an exam for CJ -- excuse me, for  
11:41 15 the autistic student and to have a special test for  
11:41 16 the one girl and then a third test for the other  
11:41 17 girl and then the mainstream test, so I was in  
11:42 18 charge of constructing and designing three special  
11:42 19 ed tests.

11:42 20 Q And is that something you did?

11:42 21 A I did.

11:42 22 Q Was it a lot of work?

11:42 23 A It was a lot of work.

11:42 24 Q Did you ever complain about the amount of  
11:42 25 work Dr. Mitchell was giving you?

AGNES DEIRDRE MORRISSEY-BERRU - 04/26/2017

11:42 1 A Never.

11:42 2 Q To anyone?

11:42 3 A Never.

11:42 4 Q What other kinds of things was  
11:42 5 Dr. Mitchell asking you to do?

11:42 6 A She asked me if I could help write a play  
11:42 7 with C- -- with the autistic student, and I said I  
11:42 8 would be very happy to. He sat at my desk and he  
11:42 9 and I wrote a play which we performed for  
11:42 10 Mrs. Beuder, for Dr. Mitchell, Mrs. Fucci, and for  
11:42 11 3rd and 4th grades, I believe.

11:42 12 Q Can you talk to me about StepMaps, what  
11:42 13 those are.

11:42 14 A It's an individual educational program for  
11:43 15 each student, individually designed.

11:43 16 Q And is this something that Dr. Mitchell  
11:43 17 was asking you to implement?

11:43 18 A Yes.

11:43 19 Q What kind of feedback did you get from  
11:43 20 Dr. Mitchell?

11:43 21 A That I was doing a good job.

11:43 22 Q Did Dr. Mitchell ever give you any  
11:43 23 negative or constructive feedback?

11:43 24 A She gave me behavioral instruction for the  
11:43 25 autistic boy, how to minimize his daily tantrums

38

AGNES DETRORE MORRISSEY-BERRU - 04/26/2017

11:43 1 and his elopement from the classroom.

11:43 2 Q Do you know if Dr. Mitchell, and this is  
11:43 3 only to your knowledge, do you know if Dr. Mitchell  
11:43 4 ever spoke with Mrs. Beuder about your performance?

11:43 5 A I do not know.

11:43 6 Q Did Mrs. Beuder ever talk to you about  
11:44 7 things that Dr. Mitchell had reported to her that  
11:44 8 she wanted to discuss with you?

11:44 9 A I don't recall.

11:44 10 Q Are you aware of whether any parents ever  
11:44 11 complained to Dr. Mitchell about your performance?

11:44 12 A I don't recall.

11:44 13 Q Are you aware whether any students or  
11:44 14 parents ever complained to Dr. Mitchell about your  
11:44 15 performance?

11:44 16 A I would say not.

11:44 17 Q Do you have any understanding of  
11:44 18 Dr. Mitchell's age?

11:44 19 A I would say 60.

11:45 20 Q Did you ever feel that Dr. Mitchell was  
11:45 21 repeating feedback to you that she had given you in  
11:45 22 prior weeks?

11:45 23 A No.

11:45 24 Q How many times a week did you interact  
11:45 25 with Dr. Mitchell?

ACNES DEIRDRE MORRISSEY-BERRU - 04/26/2017

11:45 1 A Every day, I would guess.

11:45 2 Q And was that just for the 2013-14 year?

11:45 3 A Yes. No. No. Actually, the year I was  
11:45 4 demoted, I did teach social studies and I did have  
11:45 5 the autistic boy and I did talk to Dr. Mitchell.

11:45 6 Q You're referring to 2014 to 2015 school  
11:45 7 year?

11:45 8 A Yes. Yes. We did a lot of social studies  
11:45 9 with the autistic boy.

11:45 10 Q You testified earlier that you felt that  
11:46 11 one of Mrs. Beuder's goals was differentiation.  
11:46 12 What does that mean?

11:46 13 A Differentiated study means that rather  
11:46 14 than have a full classroom of mainstream students,  
11:46 15 that you would incorporate special ed students in  
11:46 16 the classroom. Differentiated teaching means you  
11:46 17 perhaps use half of a spelling list instead of a  
11:46 18 whole spelling list, so a student would only be  
11:46 19 required to learn 10 spelling words as opposed to  
11:46 20 the rest of the class who was required to learn 20  
11:46 21 spelling words.

11:46 22 Q Did you ever tell Dr. Mitchell not to  
11:46 23 speak to Mrs. Beuder about issues she was bringing  
11:46 24 up to you in the classroom?

11:46 25 A No.

AGNES DEIRDRE MORRISSEY-BERRU - 04/26/2017

11:46 1 Q And then differentiated learning, is that  
11:47 2 something specific to special ed students or does  
11:47 3 it apply to the whole class?

11:47 4 A I would say it was designed for the  
11:47 5 special ed students.

11:47 6 Q Were you expected to differentiate  
11:47 7 instruction for the kids at the top of the class  
11:47 8 and the bottom of the class as opposed to the  
11:47 9 middle of the class?

11:47 10 A No. Only those with StepMaps.

11:47 11 Q All right. What is Readers and Writers  
11:47 12 Workshop?

11:47 13 A Readers and Writers Workshop is a whole  
11:47 14 language-based reading and writing program.

11:47 15 Q Like a curriculum?

11:47 16 A There was no curriculum, it was more  
11:47 17 reading Lucy Calkins theory books.

11:48 18 Q So an approach to learning?

11:48 19 A Yes.

11:48 20 Q And to the best of your ability, could you  
11:48 21 explain to me kind of what does that approach mean?

11:48 22 A Yes. It means the teachers no longer use  
11:48 23 anthologies to teach literature. The teacher  
11:48 24 chooses a novel of her own choice, so you're not  
11:48 25 using the book. The theory is you don't



AGNES DEIRDRE MORRISSEY-BERRU - 04/26/2017

11:51 1 lesson. And it was an ongoing three-year program  
11:51 2 of learning the system.

11:51 3 Q All right. And were there any other new  
11:51 4 approaches to improving student comprehension or  
11:51 5 progress?

11:51 6 A I can't recall.

11:51 7 Q What was your thought about Readers and  
11:51 8 Writers Workshop as an --

11:51 9 A It was difficult to teach without a book.  
11:52 10 It was difficult to teach without resources. I had  
11:52 11 to go home every night and read, prepare, a lot of  
11:52 12 reading, a lot of preparation, and then I would try  
11:52 13 to teach it in that fashion.

11:52 14 Q It sounds like you didn't really like this  
11:52 15 new approach.

11:52 16 A Well, I liked it, it's learning and  
11:52 17 reading and writing, but the teacher has to find a  
11:52 18 book, so I would have to go and -- on Amazon and  
11:52 19 look for a book to teach, because we weren't  
11:52 20 provided with anything anymore.

11:52 21 Q So you were critical of that -- of it in  
11:52 22 that regard?

11:52 23 A Only in the sense that we had nothing to  
11:52 24 guide us.

11:52 25 Q Did Our Lady of Guadalupe and Mrs. Beuder

GENES DEIRDRE MORRISSEY-BERRY - 04/26/2017

11:53 1 provide any support in any fashion for implementing  
11:53 2 Readers and Writers Workshop?

11:53 3 A Yes.

11:53 4 Q How so?

11:53 5 A Dr. Kersey introduced the program as a  
11:53 6 three-to-four-year long foray into this new way of  
11:53 7 teaching reading and writing.

11:53 8 Q Who is Dr. Kersey?

11:53 9 A She is the UCLA, I would say, reading and  
11:53 10 writing specialist.

11:53 11 Q So she was a specialist brought in to  
11:53 12 provide support to the teachers?

11:53 13 A Yes.

11:53 14 Q And when did you first meet her?

11:53 15 A Well, I would say probably in 2013 when  
11:53 16 Mrs. Beuder started her new job.

11:53 17 Q You mean in -- Mrs. Beuder started in --

11:53 18 A 2012.

11:53 19 Q -- in 2012.

11:53 20 A So it would be -- I think it started in  
11:54 21 2013, I believe, in January.

11:54 22 Q Okay. And what kinds of things did  
11:54 23 Dr. Kersey do to provide support to the teachers?

11:54 24 A Well, the first year was based on reading,  
11:54 25 so the first year reading, we had to build up a

AGNES DEIRDRE MORRISSEY-BERRU - 04/26/2017

11:54 1 school classroom library and we had to buy books  
11:54 2 for the students because we didn't have a library  
11:54 3 and we had to put all the books in buckets and then  
11:54 4 we had to take all of the books and we had to code  
11:54 5 them according to reading level, reading level A  
11:54 6 through Z. And each student had to be tested,  
11:54 7 written and verbal, to determine their reading  
11:54 8 level.

11:55 9 MS. KANTOR: Can you repeat my question.

11:55 10 (Record read as follows:

11:54 11 "And what kinds of things did

11:54 12 Dr. Kersey do to provide support

11:54 13 to the teachers?")

11:55 14 THE WITNESS: She told us how to put the  
11:55 15 books in the buckets and she gave us the testing  
11:55 16 materials for the students and she gave us the 600  
11:55 17 pages of the reading theory and a CD from which to  
11:55 18 learn.

11:55 19 BY MS. KANTOR:

11:55 20 Q Did Dr. Kersey conduct any classes to  
11:55 21 teach the teachers about this curriculum?

11:55 22 A Yes, she did.

11:55 23 Q Did Dr. Kersey do classroom visits?

11:55 24 A Yes.

11:55 25 Q Did she do classroom evaluations based on

44

AGNES DEIRDRE MORRISSEY-BERRU - 04/26/2017

11:55 1 those visits?

11:55 2 A Yes.

11:55 3 Q Did she meet with the teachers to talk  
11:55 4 about her observations?

11:56 5 A Yes.

11:56 6 Q Did she give suggestions for improvement?

11:56 7 A Yes.

11:56 8 Q Do you know if Dr. Kersey gave extra  
11:56 9 visits for you to provide support in your  
11:56 10 classroom?

11:56 11 A I don't know.

11:56 12 Q Did you feel you needed support in  
11:56 13 implementing Readers and Writers Workshop?

11:56 14 A Yes.

11:56 15 Q Did you ask for support?

11:56 16 A Yes.

11:56 17 Q Was support provided?

11:56 18 A Support was Dr. Kersey would come into the  
11:56 19 class and observe and coach.

11:56 20 Q Okay. So I want to mark as Exhibit 6 a  
11:57 21 document Bates stamped OLG 708 to 709.

11:57 22 (Whereupon, Deposition Exhibit 6 was  
11:57 23 marked for identification by the Court  
11:57 24 Reporter.)

11:57 25 BY MS. KANTOR:

AGNES DEIRDRE MORRISSEY-BERRU - C4/26/2017

11:57 1 Q I just ask you to look at it and tell me  
11:57 2 if the e-mail in the middle is familiar to you.

11:58 3 A I recall this.

11:58 4 Q So I'm going to represent that this is an  
11:58 5 e-mail from Ms. Beuder to the plaintiff dated  
11:58 6 February 12, 2013, and just going to put on the  
11:58 7 record the last two sentences to provide foundation  
11:58 8 for my question.

11:58 9 It reads, "I'm letting you know because I  
11:58 10 want to touch base with you regarding Readers  
11:58 11 Workshop to see if I can help you in any way.  
11:58 12 Please let me know if you would like me to arrange  
11:58 13 for Sara to come in more frequently to support you  
11:58 14 as you implement Readers Workshop."

11:58 15 Did you understand that Ms. Beuder was  
11:58 16 trying to provide you with help regarding Readers  
11:58 17 Workshop?

11:58 18 A Yes.

11:58 19 Q Did you ever complain to anybody about  
11:58 20 Readers Workshop?

11:58 21 A Probably.

11:58 22 Q So if I asked you who you complained to,  
11:59 23 you don't know because you're not sure or --

11:59 24 A Well, probably -- I would say probably the  
11:59 25 other teachers. We were all in this together.

AGNES DEIRDRE MORRISSEY-BERRU - 04/26/2017

11:59 1 Q Did you ever complain about the Common  
11:59 2 Core?

11:59 3 A I don't recall.

11:59 4 Q Did the school also provide professional  
11:59 5 development?

11:59 6 A I think so.

11:59 7 Q So what kind of feedback were you getting  
11:59 8 from Dr. Kersey?

11:59 9 A Dr. Kersey said that I wasn't retelling  
11:59 10 the story correctly and that I had to help students  
11:59 11 retell a story, and she said I needed to confer,  
12:00 12 And I told her I was conferring, and she said "No,  
12:00 13 you're not conferring, you're touching base." And  
12:00 14 I said "Well, I thought I was conferring."

12:00 15 Q Did you get any other feedback from  
12:00 16 Dr. Kersey with regard to your Readers and Writers  
12:00 17 Workshop?

12:00 18 A Yes.

12:00 19 Q What did that look like?

12:00 20 A I would say she didn't like the fact that  
12:00 21 I used "Romeo and Juliet" for 5th grade.

12:00 22 Q Did she say why?

12:00 23 A She said it wasn't appropriate for 5th  
12:00 24 graders to learn "Romeo and Juliet," but I did a  
12:00 25 play; we acted it out.

AGNES DEIRDRE MORRISSEY-BERRU - 04/26/2017

12:00 1 Q Any other feedback from Dr. Kersey?

12:00 2 A I can't recall now.

12:01 3 Q So the feedback that you've described to  
12:01 4 me so far, was this all on one specific occasion or  
12:01 5 is it like an example of the kinds of feedback you  
12:01 6 were getting from her?

12:01 7 A Yes, examples of coaching, feedback.

12:01 8 Q So at times, Dr. Kersey was providing  
12:01 9 constructive feedback to you on ways to improve?

12:01 10 A Yes.

12:01 11 Q Did you feel she was critical of your  
12:01 12 teaching?

12:01 13 A Yes.

12:01 14 Q Do you know if the -- only to your  
12:01 15 knowledge, do you know if she ever spoke to  
12:01 16 Ms. Beuder about her impressions in your classroom?

12:01 17 MS. FUND: Calls for speculation.

12:01 18 THE WITNESS: I don't know.

12:01 19 BY MS. KANTOR:

12:01 20 Q Did Mrs. Beuder ever reference to you  
12:01 21 conversations she had had with Dr. Kersey about  
12:01 22 your classroom?

12:01 23 A I don't recall.

12:02 24 Q And then this is not being argumentative,  
12:02 25 "I don't recall" may mean different things. Does

AGNES DEIRDRE MORRISSEY-BERRU - 04/26/2017

12:02 1 "I don't recall" when you say it mean "No" or does  
12:02 2 it mean "It could be yes or no, I don't remember"?

12:02 3 A Well, I believe Mrs. Beuder read the  
12:02 4 write-up.

12:02 5 MS. FUND: Listen to her question.

12:02 6 Can you --

12:02 7 THE WITNESS: Okay.

12:02 8 MS. FUND: -- read it back again, please.

12:02 9 (Record read as follows:

12:01 10 "Did Mrs. Beuder ever reference  
12:01 11 to you conversations she had  
12:01 12 had with Dr. Kersey about your  
12:01 13 classroom?")

12:02 14 THE WITNESS: I can't recall.

12:02 15 BY MS. KANTOR:

12:02 16 Q And now you said something right now about  
12:02 17 a write-up. What are you talking about?

12:02 18 A Dr. Kersey would critique us and she'd  
12:02 19 write it down and give it to the principal.

12:02 20 Q Did she go over those critiques with you?

12:02 21 A Not that I recall.

12:02 22 Q But at the end of the classroom visits,  
12:02 23 would she meet with you and talk about her  
12:02 24 observations?

12:03 25 A Not that I recall.



AGNES DEIRDRE MORRISSEY-BERRU - 04/26/2017

12:03 1 Q So when did you learn about her feedback  
12:03 2 and how?

12:03 3 A Dr. Kersey would give me a copy of her  
12:03 4 observation.

12:03 5 Q Okay. And then you mentioned something  
12:03 6 about feedback about conferring. Is it --

12:03 7 A Uh-huh. Yes.

12:03 8 Q So Dr. Kersey suggested that you should  
12:03 9 improve the process of conferring?

12:03 10 A Yes.

12:03 11 Q Did you make an extra effort to change the  
12:03 12 way your class was taught on those occasions that  
12:03 13 Dr. Kersey was observing you?

12:03 14 A I followed the book, the theory book.

12:03 15 Q Is that something you did every day or  
12:03 16 just when Dr. Kersey was visiting?

12:04 17 A Every day.

12:04 18 Q Were there any things you did specifically  
12:04 19 for Dr. Kersey's visits?

12:04 20 A Nothing out of the ordinary.

12:04 21 Q Did you find that Dr. Kersey often had  
12:04 22 critical feedback for you?

12:04 23 A Yes.

12:04 24 Q And what was the period of time during  
12:04 25 which you worked with her?

AGNES DEIRDRE MORRISSEY-BERRU - 04/26/2017

12:04 1 A I worked with Dr. Kersey -- well, it would  
12:04 2 be the 2012-2013 year for reading, and then I  
12:04 3 worked with her for the beginning of the writing  
12:04 4 implementation part, which I believe was the next  
12:04 5 year, 2013-2014.

12:05 6 Q Did Dr. Kersey ever talk to you about  
12:05 7 wanting to see evidence of student writing in the  
12:05 8 classroom?

12:05 9 A Yes.

12:05 10 Q What did she say?

12:05 11 A She was there the day that I did writing  
12:05 12 on Benjamin Franklin.

12:05 13 Q Yes.

12:05 14 A And she was there witnessing the writing  
12:05 15 process.

12:05 16 Q And what did she say about wanting  
12:05 17 evidence of student writing?

12:05 18 A Evidence meaning that we would all be at  
12:05 19 the table working on it and they would write a  
12:05 20 paper.

12:05 21 Q Okay. All right. So I'm going to mark as  
12:05 22 Exhibit 7 a document Bates stamped OLG 430.

12:05 23 (Whereupon, Deposition Exhibit 7 was  
12:05 24 marked for identification by the Court  
12:05 25 Reporter.)

AGNES DEIRDRE MORRISSEY-BERRU - 04/26/2017

12:05 1 BY MS. KANTOR:

12:05 2 Q I want you to look at it and tell me if it

12:05 3 looks familiar to you.

12:06 4 A Yes, it does.

12:06 5 Q And what is this?

12:06 6 A Well, actually, it's the Ben Franklin

12:06 7 writing that we were working on.

12:06 8 Q And what is this document, to your

12:06 9 understanding?

12:06 10 A She is critiquing my lesson.

12:06 11 Q So this is Dr. Kersey's --

12:06 12 A Input.

12:06 13 Q All right. And then I'll just direct you

12:06 14 to the second to last box "Classroom Environment

12:07 15 and Library."

12:07 16 A Uh-huh.

12:07 17 Q It says "Didn't see any evidence of

12:07 18 student writing, notebooks, folders, student work,

12:07 19 et cetera."

12:07 20 I was just wondering if you could explain,

12:07 21 to your knowledge, what she was referring to here,

12:07 22 if this was something that was discussed with you.

12:07 23 A Well, we were at the table writing it at

12:07 24 the time --

12:07 25 Q Uh-huh.

AGNES DEIRDRE MORRISSEY-BERRU - 04/26/2017

12:07 1 A -- and writing notebooks they all had.  
12:07 2 That was a daily thing, that they would write in  
12:07 3 their writing workbook. I don't know why she said  
12:07 4 that. I mean, maybe they were in their --

12:07 5 MS. FUND: Don't speculate.

12:07 6 THE WITNESS: -- desks.

12:07 7 Oh, sorry.

12:07 8 BY MS. KANTOR:

12:07 9 Q And do you remember anything else from  
12:07 10 this observation session, any feedback that you  
12:07 11 were given by Dr. Kersey?

12:07 12 A Well, she's repeating what my lesson said.

12:07 13 MS. FUND: Can you read back her question.

12:07 14 THE WITNESS: Oh, sorry.

12:07 15 (Record read Lines 9-11.)

12:07 16 THE WITNESS: Would you say that one more  
12:08 17 time.

12:08 18 (Record re-read.)

12:08 19 THE WITNESS: Well, all I remember is  
12:08 20 she's witnessing the lesson and she's writing down  
12:08 21 what I said.

12:08 22 BY MS. KANTOR:

12:08 23 Q Uh-huh. And do you remember anything she  
12:08 24 spoke to you about about the lesson?

12:08 25 A Well, we were reading Benjamin Franklin, I

AGNES DEIRDRE MORRISSEY-BERRU - 04/26/2017

12:08 1 was showing them how to do research, reading and  
12:08 2 writing.

12:08 3 MS. FUND: Her question is about what  
12:08 4 Ms. Kersey said to you. I need you to listen to  
12:08 5 her question.

12:08 6 THE WITNESS: Oh, okay.

12:08 7 Well, she said she couldn't stay for the  
12:08 8 sharing part, but she said she didn't see evidence  
12:08 9 of student writing. But I don't agree with that.

12:08 10 BY MS. KANTOR:

12:08 11 Q Did she talk to you about showing students  
12:08 12 how to organize their information, not just talking  
12:09 13 about it?

12:09 14 A I don't recall.

12:09 15 Q Okay. And is this a document that you  
12:09 16 would have reviewed at around the time that it was  
12:09 17 prepared?

12:09 18 A Yes. Yes.

12:09 19 MS. FUND: I want to take about 30 seconds  
12:09 20 off the record.

12:09 21 THE VIDEOGRAPHER: This is the end of  
12:09 22 Media No. 1. We are going off the record at 12:09.

12:09 23 (Lunch Recess taken.)

01:10 24 THE VIDEOGRAPHER: This is the beginning  
01:10 25 of Media No. 2. We are back on the record at 1310.

AGNES DEFIRDRE MORRISSEY-BERRU - 04/26/2017

01:11 1 a goal.

01:11 2 Q And for the others?

01:11 3 A To choose a goal.

01:11 4 Q And did you utilize these resources?

01:11 5 A Yes.

01:11 6 Q Did Dr. Mitchell ever express frustration

01:11 7 with you?

01:11 8 A Not to my knowledge.

01:11 9 Q All right. And then going back to

01:12 10 Dr. Kersey, we were talking about her before the

01:12 11 break, did she give you any other feedback that we

01:12 12 have not discussed yet today?

01:12 13 A I don't recall.

01:12 14 Q Okay. I want to mark as Exhibit 8 a

01:12 15 document Bates stamped MORRISSEY-BERRU 94.

01:12 16 (Whereupon, Deposition Exhibit 8 was

01:12 17 marked for identification by the Court

01:12 18 Reporter.)

01:12 19 BY MS. KANTOR:

01:12 20 Q I would ask that you review this document

01:12 21 and advise whether it is familiar to you.

01:12 22 Is this doc- --

01:13 23 A Yes.

01:13 24 Q Thank you.

01:13 25 Can you tell us what this document is?

AGNES DEIRIFE MORRISSEY-BFRRU - 04/26/2 17

01:13 1 A Well, it looks like it's a note to a  
01:13 2 parent.

01:13 3 Q Who is the parent? Don't give me the  
01:13 4 kid's name but just the parent.

01:13 5 A

01:13 6 Q And this is an e-mail that you sent her?

01:13 7 A Yes.

01:13 8 Q And I don't believe that we got the rest  
01:13 9 of the chain. Do you have any recollection of what  
01:13 10 the earlier e-mail might have said? If you don't,  
01:13 11 that's fine.

01:13 12 A No.

01:13 13 Q Okay. So I want to call your attention to  
01:13 14 the third paragraph where you're discussing putting  
01:14 15 papers up on the wall for observation and then  
01:14 16 taking them down when Dr. Kersey --

01:14 17 A Uh-huh.

01:14 18 Q -- left. Could you talk to me a little  
01:14 19 bit about that.

01:14 20 A I put them up on the wall to show as  
01:14 21 evidence, and then I took them down so I could read  
01:14 22 them, correct them.

01:14 23 Q So you hadn't yet corrected them?

01:14 24 A Probably not.

01:14 25 Q And you didn't --

ASNES DEIRDRE MORRISSEY-BERRU - 04/26/2017

01:14 1 A I don't recall.

01:14 2 Q -- normally have them on your wall?

01:14 3 A No, I did. I had a writing wall.

01:14 4 Q But you didn't have the Thomas Jefferson

01:14 5 papers up on the wall?

01:14 6 A No, they were up on the wall.

01:14 7 Q Okay. So --

01:14 8 A They were up on the wall.

01:14 9 Q Yes. Okay. So -- yes, it says here, or

01:14 10 my understanding of what it says, is that you put

01:14 11 the papers on the wall for the observation and then

01:14 12 took them down after the observation; is that

01:14 13 right?

01:14 14 A Yes.

01:14 15 Q Okay. I'm going to -- still on this

01:15 16 document, is that something that you did with

01:15 17 regularity, put things up to show Dr. Kersey and

01:15 18 then remove them afterwards?

01:15 19 A Well, no. I had them up every day on the

01:15 20 wall.

01:15 21 Q Uh-huh. Did you ever ask other teachers

01:15 22 to borrow books so you can have them in the library

01:15 23 for observation?

01:15 24 A I don't recall.

01:15 25 Q And do you think it is professional for a



AGNES DEIRDRE MCCRISSEY-BERRU - 04/26/2017

01:15 1 teacher to write to a parent about having done  
01:15 2 this?

01:15 3 A Well, she might have wanted the grade on  
01:15 4 the writing assignment and I might have been saying  
01:15 5 I have to read it first.

01:15 6 Q Okay.

01:15 7 A I don't really recall.

01:15 8 Q All right. I'm going to mark as Exhibit 9  
01:15 9 a document Bates stamped MORRISSEY-BERRU 127 to  
01:15 10 128.

01:15 11 (Whereupon, Deposition Exhibit 9 was  
01:15 12 marked for identification by the Court  
01:15 13 Reporter.)

01:15 14 BY MS. KANTOR:

01:16 15 Q I'd ask you to look at this document and  
01:16 16 tell me if it looks familiar to you.

01:16 17 A Oh, yes.

01:16 18 Q And what is this document?

01:16 19 A I was writing to my -- a friend who had  
01:16 20 gone through Readers and Writers Workshop and I  
01:16 21 just asked her if she had anything that I could  
01:16 22 use.

01:16 23 Q Who's your -- is your friend part of the  
01:16 24 OLG family?

01:16 25 A No.

AGNES DEIRCRE MORRISSEY-BERRU - 04/26/2017

01:17 1 If you look in the middle of the page, and  
01:17 2 this is the May 6, 2014 e-mail from Mary Frances  
01:17 3 Corso to you --

01:17 4 A Uh-huh.

01:17 5 Q -- she says "I know what this kind of  
01:17 6 academic pressure feels like."

01:17 7 A Oh. Uh-huh.

01:17 8 Q And I'm asking if you have any  
01:17 9 understanding of what she might have meant by that?

01:17 10 MS. FUND: Calls for speculation.

01:17 11 THE WITNESS: I don't know.

01:17 12 MS. FUND: You can answer to the extent  
01:17 13 you understand what she's --

01:17 14 THE WITNESS: She went through the Readers  
01:17 15 and Writers Workshop, so I was just asking her if  
01:17 16 she had any helpful hints.

01:17 17 BY MS. KANTOR:

01:17 18 Q Ms. Morrissey-Berru, did you tell your  
01:18 19 friend that you were undergoing some kind of  
01:18 20 academic pressure?

01:18 21 A Yes.

01:18 22 Q What were you referring to when you said  
01:18 23 that?

01:18 24 A Well, I can't remember exactly.

01:18 25 Q Is there anything that you do remember

AGNES DEIRDRE MORRISSEY-BERRU - 04/26/2017

01:18 1 with regard to your feeling academic pressure at  
01:18 2 this time?

01:18 3 A The pressure was to please Dr. Kersey.

01:18 4 Q You felt that Dr. Kersey wasn't pleased  
01:18 5 with your performance?

01:18 6 A Yes.

01:18 7 MS. FUND: It misstates her testimony.

01:18 8 THE WITNESS: Well --

01:18 9 MS. FUND: Go ahead. You can answer.

01:18 10 BY MS. KANTOR:

01:18 11 Q So now let's look at the -- sorry. You  
01:18 12 felt like Dr. Kersey was displeased with your  
01:18 13 performance in what way?

01:18 14 A She said I didn't confer.

01:18 15 Q Is conferring important to Readers and  
01:18 16 Writers Workshop?

01:18 17 A Yes.

01:18 18 Q Is there anything else that Dr. Kersey was  
01:18 19 saying that made you feel some kind of academic  
01:19 20 pressure?

01:19 21 A I can't recall.

01:19 22 Q Were you getting academic pressure from  
01:19 23 anyone else?

01:19 24 A Not that I recall.

01:19 25 Q Okay. If you look at the top e-mail on

AGNES DEIRDRE MORRISSEY-BERRU - 04/26/2017

01:22 1 trust her?

01:22 2 A That was it.

01:22 3 Q Okay. So I want to mark as Exhibit 10 a  
01:22 4 document I'm going to Bates stamp MORRISSEY-BERRU  
01:22 5 91.

01:22 6 (Whereupon, Deposition Exhibit 10 was  
01:22 7 marked for identification by the Court  
01:22 8 Reporter.)

01:22 9 BY MS. KANTOR:

01:22 10 Q Same thing, I'd like you to take a look at  
01:22 11 the document and advise if you recognize it

01:22 12 A Yes.

01:22 13 Q What is this document?

01:23 14 A It's apparently something I wrote to  
01:23 15 myself.

01:23 16 Q Mrs. Morrissey-Berru, do you keep a diary?

01:23 17 A Do I keep a diary? In my computer.

01:23 18 Q And did you keep a diary during the years  
01:23 19 2012 to 2015?

01:23 20 A I'm not sure.

01:23 21 Q Well, do you know what timeline this  
01:23 22 document is from?

01:23 23 A I'm thinking --

01:23 24 MS. FUND: We don't want you to guess.

01:23 25 BY MS. KANTOR:

AGNES DEIRDRE MORRISSEY-BERRU - 04/26/2017

01:25 1 Q Of what?

01:25 2 A Of the way I was being treated.

01:25 3 Q And why did you feel you needed a memo?

01:25 4 A Because I wanted to record my thoughts and  
01:25 5 not forget.

01:25 6 Q Is this something that is your practice of  
01:25 7 doing?

01:25 8 A Not until I was advised that I was being  
01:26 9 demoted, as far as I can recall.

01:26 10 Q And what timeline are you referring to  
01:26 11 there?

01:26 12 A When the parent told me that I was being  
01:26 13 moved along, March 2014.

01:26 14 Q Okay. So can you tell me, you know, what  
01:26 15 this document is about. What are you writing about  
01:26 16 here?

01:26 17 MS. FUND: Just going to object to the  
01:26 18 extent it's vague and ambiguous. Overbroad.

01:26 19 THE WITNESS: Just that I was doing my  
01:26 20 job.

01:26 21 BY MS. KANTOR:

01:26 22 Q Okay. Do you recall the events that  
01:26 23 you're writing about here?

01:26 24 A She talked about my lesson on telling the  
01:27 25 story and retelling the story.

AGNES DEIRDRE MORRISSEY-BERRU - 04/26/2017

01:27 1 Q Did Dr. Kersey question your ability as a  
01:27 2 teacher?

01:27 3 A Not necessarily.

01:27 4 Q So what did you mean when you said in the  
01:27 5 first line "Dr. Kersey is questioning my ability as  
01:27 6 a teacher"?

01:27 7 A Because she didn't read the book where I  
01:27 8 was preparing the lesson from and came in and said  
01:27 9 I wasn't retelling the story right.

01:27 10 Q So she questioned your ability as a  
01:27 11 teacher?

01:27 12 A I suppose so.

01:27 13 Q Did she question your professionalism?

01:27 14 A I don't know. I don't think so.

01:27 15 Q So what did you mean when you said here  
01:27 16 "Dr. Kersey is questioning my professionalism"?

01:27 17 A Well, in other words, I'm a teaching  
01:27 18 professional and I felt that she should have seen  
01:27 19 that in me.

01:27 20 Q So you disagreed with her analysis?

01:28 21 A Yes.

01:28 22 Q But you felt she was questioning your  
01:28 23 professionalism?

01:28 24 A I suppose so.

01:28 25 Q And she talked to you about not conferring

AGNES DEIRDRE MORRISSEY-BERRU - 04/26/2017

01:28 1 with students and their reading; is that correct?

01:28 2 A Yes.

01:28 3 Q And then it seems like, from what I  
01:28 4 understand here, that Mrs. Beuder also touched base  
01:28 5 with you about conferring; is that right?

01:28 6 A Yes.

01:28 7 Q Is that something that was brought up on  
01:28 8 multiple occasions with you?

01:28 9 A A couple of times.

01:28 10 Q All right. And then if you look at the  
01:28 11 bottom paragraph, you talk about April's asking you  
01:28 12 for something, and then the third sentence you say  
01:28 13 "I think she was trying to," quote unquote, "get  
01:28 14 me."

01:28 15 A Yes.

01:28 16 Q Why did you think Mrs. Beuder was trying  
01:28 17 to get you?

01:28 18 A Because she questioned me as to whether or  
01:28 19 not I did it, which I did.

01:28 20 Q Okay. And then did you advise her that  
01:28 21 you did it?

01:28 22 A I brought the 3-inch binder, yes.

01:29 23 Q And was that the end of the inquiry?

01:29 24 A Yes.

01:29 25 Q Did Mrs. Beuder ever speak to you about

AGNES DEIRDRE MORRISSEY-BERRU - 04/26/2017

01:29 1 your implementation of Readers and Writers

01:29 2 Workshop?

01:29 3 A Yes.

01:29 4 Q On how many occasions?

01:29 5 A A couple.

01:29 6 Q Could you give me an understanding of what  
01:29 7 you mean when you say "a couple"?

01:29 8 A She said I didn't do it right.

01:29 9 MS. FUND: Her question is what you mean  
01:29 10 by "a couple."

01:29 11 THE WITNESS: Oh.

01:29 12 A couple of visits in her office.

01:29 13 BY MS. KANTOR:

01:29 14 Q So you were aware that Mrs. Beuder had  
01:29 15 concerns about your implementation of Readers and  
01:29 16 Writers Workshop?

01:29 17 A Yes.

01:29 18 Q What is your understanding of when Readers  
01:29 19 Workshop was supposed to be fully implemented by?

01:30 20 A By three years.

01:30 21 Q So it was not supposed to be fully  
01:30 22 implemented until three years had passed, that's  
01:30 23 your understanding?

01:30 24 A It was a three-year program.

01:30 25 Q Okay. So I'd like to mark as Exhibit 11 a



AGNES DEIRDRE MORRISSEY-BERRU - 04/26/2017

01:30 1 document Bates stamped OLG 162 to 163.  
01:30 2 (Whereupon, Deposition Exhibit 11 was  
01:30 3 marked for identification by the Court  
01:30 4 Reporter.)

01:30 5 BY MS. KANTOR:

01:30 6 Q I'd ask you to take a look at this  
01:30 7 document, take your time, and let me know if it's  
01:30 8 familiar to you.

01:30 9 A Yes.

01:30 10 Q What is this document?

01:30 11 A This is a document to check for  
01:31 12 improvement.

01:31 13 Q Okay. And I'll represent that this  
01:31 14 document is entitled "Catholic Identity and  
01:31 15 Professional Conduct Review Form" and the date on  
01:31 16 the top is June 2013.

01:31 17 MS. FUND: Did you put on the record the  
01:31 18 Bates numbers?

01:31 19 MS. KANTOR: If I didn't, it's OLG 162 to  
01:31 20 163.

01:31 21 MS. FUND: Okay.

01:31 22 BY MS. KANTOR:

01:31 23 Q Mrs. Morrissey-Berru, I'd like to direct  
01:31 24 your attention to the second page, OLG 163. In the  
01:31 25 middle of the page under the "Needs improvement in

AGNES DEIRDRE MORRISSEY-BERRU - 04/26/2017

01:31 1 these areas," it says "Continue to implement  
01:31 2 Readers Workshops, specifically integrate  
01:31 3 conferring and more time on text."

01:31 4 What is your understanding of what's meant  
01:31 5 here?

01:31 6 A Conferring means to talk to the students.

01:32 7 Q And was it your understanding that --  
01:32 8 first of all, who -- who filled out this document,  
01:32 9 to your knowledge?

01:32 10 A It looks like Mrs. Beuder and I.

01:32 11 Q Okay. And is that your signature at  
01:32 12 the --

01:32 13 A Yes.

01:32 14 Q -- at the bottom of the page?

01:32 15 And is this a document that Mrs. Beuder  
01:32 16 reviewed with you in person?

01:32 17 A Yes.

01:32 18 Q So if you look at the "Comments," you  
01:32 19 know, "Suggestions for improvement" at the bottom  
01:32 20 of the page, the last line reads "A goal for 2013  
01:32 21 to '14 is full implementation of Readers/Writers  
01:32 22 Workshop."

01:32 23 Mrs. Morrissey-Berru, was it your  
01:32 24 understanding that a goal for 2013-14 was full  
01:32 25 implementation of Readers/Writers Workshop?

#234

AGNES DEIRDRE MORRISSEY-BERRU - 04/26/2017

01:32 1 A Yes.

01:32 2 Q All right. And now I'd like to mark as

01:33 3 Exhibit 12 a document I'm going to Bates stamp --

01:33 4 sorry, a document Bates stamped OLG 8 through 12.

01:33 5 MS. FUND: I was wondering what kind of

01:33 6 device you had over there that Bates stamped.

01:33 7 MS. KANTOR: What do you mean?

01:33 8 MS. FUND: You said you were -- never

01:33 9 mind. You said "I'm going to Bates stamp this."

01:33 10 MS. KANTOR: I misspoke.

01:33 11 MS. FUND: Okay.

01:33 12 MS. KANTOR: Marking as Exhibit 12 this

01:33 13 document Bates stamped, not doing my own Bates

01:33 14 stamping --

01:33 15 MS. FUND: I was impressed.

01:33 16 (Whereupon, Deposition Exhibit 12 was

01:33 17 marked for identification by the Court

01:33 18 Reporter.)

01:33 19 BY MS. KANTOR:

01:33 20 Q All right. Please just take a look at it

01:33 21 and tell me if you recognize it.

01:33 22 A Yes.

01:33 23 Q What is this document?

01:33 24 A Teacher Employment Agreement.

01:33 25 Q Is this your agreement for term date --

AGNES DEIRDRE MORRISSEY-BERRU - C4/26/2017

01:33 1 A Yes.

01:33 2 Q -- 2013 to 2014?

01:33 3 A Yes.

01:33 4 Q July 2013 to June 2014?

01:33 5 A Yes.

01:33 6 Q Sorry.

01:33 7 Okay. And if you look at the last page,

01:34 8 Bates stamped OLG 12 --

01:34 9 A Uh-huh.

01:34 10 Q -- is that your signature?

01:34 11 A Yes.

01:34 12 Q On June 4, 2013?

01:34 13 A Yes.

01:34 14 Q All right. And then go to the page

01:34 15 before, Bates stamped OLG 11. At the bottom,

01:34 16 section 18 where it talks about "Education and

01:34 17 Professional Growth Requirements," it says under

01:34 18 "Other Requirements," "Fully implement

01:34 19 Readers/Writers Workshop."

01:34 20 A Uh-huh.

01:34 21 Q Mrs. Morrissey-Berru, is it your

01:34 22 understanding that it was part of your contract and

01:34 23 employment agreement for the year 2013-2014 that

01:34 24 you were to implement the Readers and Writers

01:34 25 Workshop?

AGNES DEIRDRE MORRISSEY-BERRU - 04/26/2017

01:34 1 A Yes, within three years.

01:34 2 Q Can you go back to the previous exhibit,  
01:34 3 Exhibit 11, second page at the bottom where it said  
01:34 4 a goal for 2013-14 is full implementation of  
01:35 5 Readers/Writers Workshop?

01:35 6 A Yes.

01:35 7 Q Did you not understand that it was your  
01:35 8 goal to implement it in 2013-14?

01:35 9 A Well, the program hadn't ended yet. It  
01:35 10 was a three-year program.

01:35 11 Q Okay. So it was --

01:35 12 A It was only the second year.

01:35 13 Q You did not think you were responsible for  
01:35 14 implementing it; is that what you're saying?

01:35 15 MS. FUND: It misstates her testimony.

01:35 16 BY MS. KANTOR:

01:35 17 Q Mrs. Morrissey-Berru --

01:35 18 A Yes.

01:35 19 Q -- did you believe that you were  
01:35 20 responsible for fully implementing Readers and  
01:35 21 Writers Workshop in 2013-14 calendar year?

01:35 22 A Yes.

01:35 23 Q You -- you thought you were responsible  
01:35 24 for full implementation?

01:35 25 A Yes, but the program hadn't finished yet.

AGNES DEIRLRE MORRISSEY-BERRU - 04/26/2017

01:35 1 Q I don't understand.

01:35 2 A The training program.

01:35 3 Q When you signed this contract, did you

01:35 4 have a meeting with Mrs. Beuder to discuss it?

01:35 5 A Yes.

01:35 6 Q In that meeting, did she tell you that it

01:35 7 was an expectation for the next school year for you

01:35 8 to fully implement Readers and Writers Workshop?

01:36 9 A Yes.

01:36 10 Q Did you --

01:36 11 A But the program hadn't finished yet.

01:36 12 Q Okay.

01:36 13 A It was still another year to go.

01:36 14 Q So you thought that you didn't have to --

01:36 15 A It was a three-year program.

01:36 16 Q Okay. So, sorry, because you keep saying

01:36 17 that, I want to understand what you mean --

01:36 18 A Yeah.

01:36 19 Q -- I'm not trying to be argumentative. So

01:36 20 you thought that it didn't have to be fully

01:36 21 implemented yet because there was still another

01:36 22 year to go?

01:36 23 A Exactly.

01:36 24 Q Okay. Did you sign this agreement with

01:36 25 the understanding that this was an expectation of

AGNES DEIRDRE MORRISSEY-BERRU - 04/26/2017

01:36 1 you for this school year?

01:36 2 A Yes.

01:36 3 Q And when I said "this," I pointed to OLG  
01:36 4 11 where it says "fully implement Readers/Writers  
01:36 5 Workshop."

01:36 6 Was this the first time that, you know, an  
01:36 7 additional provision had been written into your  
01:36 8 employment agreement?

01:36 9 A No.

01:36 10 Q Okay. And what was your understanding of  
01:36 11 it being written into this agreement?

01:37 12 A That all the teachers were working on this  
01:37 13 new program, and I was one of the teachers.

01:37 14 Q So no concerns were raised with your  
01:37 15 performance specifically?

01:37 16 A Just to continue.

01:37 17 Q Okay. So I'm going to mark as Exhibit 13  
01:37 18 a document Bates stamped MORRISSEY-BERRU 90 and 77.

01:38 19 (Whereupon, Deposition Exhibit 13 was  
01:38 20 marked for identification by the Court  
01:38 21 Reporter.)

01:38 22 BY MS. KANTOR:

01:38 23 Q If you could take a look at both pages and  
01:38 24 tell me if they're familiar to you.

01:38 25 MS. FUND: Just for the record, these

AGNES DEIRDRE MORRISSEY-BERRU - C4/26/2017

01:38 1 aren't to be continuing e-mails, correct?

01:38 2 MS. KANTOR: They're not chron- -- I'm --  
01:38 3 honestly, I'm not sure. It doesn't look like they  
01:38 4 are.

01:38 5 MS. FUND: Okay.

01:39 6 BY MS. KANTOR:

01:39 7 Q Are these e-mails familiar to you?

01:39 8 A Yes.

01:39 9 Q Okay. So I'm going to direct your  
01:39 10 attention to the middle of the page. We have an  
01:39 11 e-mail from April Beuder to you. Well, can I  
01:39 12 confirm that this deechrl602@aol.com --

01:39 13 A Yes.

01:39 14 Q -- is you?

01:39 15 So an e-mail from Mrs. Beuder to you  
01:39 16 copying Sara Kersey on October 17, 2013, and it  
01:39 17 notes "Full implementation of Readers Workshop is  
01:39 18 the school-wide expectation at this point."

01:39 19 Did you understand as of October 17, 2013  
01:39 20 that full implementation of Readers Workshop was  
01:39 21 the school-wide expectation at that point?

01:39 22 A Yes.

01:39 23 Q And it seems Mrs. Beuder was trying to  
01:40 24 suggest extra reading support for your students; is  
01:40 25 that right?



AGNES DEIRDRE MORRISSEY-BERRU - 04/26/2017

01:40 1 MS. FUND: It calls for speculation.

01:40 2 THE WITNESS: I'm not sure.

01:40 3 BY MS. KANTOR:

01:40 4 Q Okay. And then let's look at the second  
01:40 5 page. I think Counsel's right, these are not  
01:40 6 chronological.

01:40 7 Looking at the document Bates stamped  
01:40 8 MORRISSEY-BERRU 77, the e-mail at the top from  
01:40 9 Mrs. Beuder to you dated January 17, 2013 where she  
01:40 10 notes "Please feel free to go to Dr. Kersey with  
01:40 11 any questions or concerns. She is here to help."

01:40 12 Was it your understanding that you were to  
01:40 13 utilize Dr. Kersey as a resource?

01:40 14 A Yes.

01:40 15 Q Okay. I'm going to mark as Exhibit 14 a  
01:41 16 document Bates stamped OLG 195 to 196.

01:41 17 (Whereupon, Deposition Exhibit 14 was  
01:41 18 marked for identification by the Court  
01:41 19 Reporter.)

01:41 20 BY MS. KANTOR:

01:41 21 Q Same thing, if you could just take a look  
01:41 22 at it and tell me if it is familiar to you.

01:41 23 A Yes.

01:41 24 Q What is this document?

01:41 25 A It is the Professional Conduct Review

AGNES DEIRDRE MORRISSEY-BERRU - 04/26/2017

01:41 1 Form.

01:41 2 Q And is it -- to your knowledge, is this  
01:41 3 filled out by Mrs. Beuder?

01:41 4 A Yes.

01:41 5 Q And is this something that she reviewed  
01:41 6 with you?

01:41 7 A Yes.

01:41 8 Q Do you remember what the issues -- did you  
01:41 9 guys have a meeting to talk about it?

01:41 10 A I don't recall. Well, I guess yes, in  
01:41 11 her -- yes.

01:41 12 Q And do you remember what issues were  
01:41 13 discussed during this meeting?

01:42 14 A Well, "Meets Expectations" and then "Needs  
01:42 15 Improvement, Readers Workshop."

01:42 16 Q Okay.

01:42 17 A Conferring.

01:42 18 Q Conferring.

01:42 19 A And starting writing.

01:42 20 Q Okay. And I'm going to represent that the  
01:42 21 date on this is November 14, 2013. And sorry if I  
01:42 22 already asked you that, is that your signature?

01:42 23 A Yes.

01:42 24 Q Are peer visits something that Mrs. Beuder  
01:42 25 implemented?

AFNES DEIRDRE MORRISSEY-BERRU - 04/26/2017

01:42 1 A Yes.

01:42 2 Q Did you do peer visits?

01:42 3 A Yes.

01:42 4 Q Did other teachers visit you?

01:42 5 A Yes.

01:42 6 Q Did you do visits outside of the school or

01:42 7 just within the school?

01:42 8 A Within the school.

01:42 9 Q Did you have the option of visiting

01:42 10 students outside of the school?

01:43 11 A Yes.

01:43 12 Q Did you take advantage of those?

01:43 13 A Yes.

01:43 14 Q Did you visit teachers outside of the

01:43 15 school?

01:43 16 A Yes.

01:43 17 Q Who did you visit or where did you visit?

01:43 18 A I visited American Martyrs in Manhattan

01:43 19 Beach.

01:43 20 Q And what teachers visited your classroom

01:43 21 from OLG?

01:43 22 A I can't recall.

01:43 23 Q And did the teachers who visited your

01:43 24 classroom give you feedback?

01:43 25 A Yes.

AGNES DEIRDRE MCCRISSEY-BERRU - 04/26/2017

01:43 1 Q Do you remember what kind of feedback it  
01:43 2 was?

01:43 3 A No.

01:43 4 Q Do you remember an incident where you  
01:43 5 retaught a lesson for Mr. Moore's class visit?

01:43 6 A Yes.

01:43 7 Q Can you tell me a little bit about that?

01:43 8 A Mr. Moore was getting his credential in a  
01:43 9 program and he asked if he could observe a class  
01:43 10 for social studies, I think, and I said "Yes, I can  
01:43 11 reteach the lesson I did yesterday and you can  
01:43 12 observe that and write on that lesson."

01:44 13 Q And did you get any kind of feedback from  
01:44 14 the parents about having retaught the lesson?

01:44 15 A Well, Mrs. Beuder called me in about it,  
01:44 16 and I said "Well, it was 15 minutes of doing the  
01:44 17 lesson for Mr. Moore for his school requirement and  
01:44 18 then I continued on with my lesson."

01:44 19 MS. FUND: Can you read back my last  
01:44 20 question, please.

01:44 21 (Record read Lines 13-14.)

01:44 22 MS. FUND: That's her question.

01:44 23 THE WITNESS: I didn't, no.

01:44 24 BY MS. KANTOR:

01:44 25 Q Did anybody share with you that there had

AGNES DEIRDRE MORRISSEY-BERRU - 04/26/2017

01:44 1 been feedback from the parents?

01:44 2 A Mrs. Beuder asked me why did I reteach the  
01:44 3 lesson.

01:44 4 Q Did anybody share with you that there had  
01:44 5 been feedback from the parents?

01:44 6 A Mrs. Beuder.

01:44 7 Q As part of the support for Readers and  
01:44 8 Writers Workshop, did Mrs. Beuder provide for  
01:45 9 sessions where the teachers compared lessons with  
01:45 10 each other?

01:45 11 A Yes.

01:45 12 Q Is that something you attended?

01:45 13 A Yes.

01:45 14 Q And do you recall what kind of feedback  
01:45 15 you got on those peer -- I don't know, what would  
01:45 16 you call them?

01:45 17 A Peer review.

01:45 18 Q Lesson study with other teachers. Do you  
01:45 19 recall what kind of feedback you got?

01:45 20 A Not exactly.

01:45 21 Q What does that mean?

01:45 22 A I'm not sure which one you're referring  
01:45 23 to.

01:45 24 Q Good note. How many of these did you  
01:45 25 attend?

AGNES DEIRDRE MORRISSEY-BERRU - 04/26/2017

01:45 1 A I believe two.

01:45 2 Q And did you think these were a valuable  
01:45 3 exercise?

01:45 4 A Yes.

01:45 5 Q And when you came to those lesson studies,  
01:45 6 did you try and bring your best classroom work?

01:45 7 A I brought the wrong copy.

01:45 8 Q What do you mean?

01:45 9 A I brought the sloppy copy instead of the  
01:45 10 published copy.

01:46 11 Q What's the sloppy copy?

01:46 12 A Brainstorming, getting thoughts down for  
01:46 13 the next writing assignment.

01:46 14 Q What's the published copy?

01:46 15 A Working on it all week, getting my red  
01:46 16 correcting marks, and then printing it published  
01:46 17 perfect.

01:46 18 Q So you accidentally brought your rough  
01:46 19 drafts to the lesson --

01:46 20 A Yes.

01:46 21 Q -- study?

01:46 22 So do you remember what the date was of  
01:46 23 that particular lesson study? You said there were  
01:46 24 more than one.

01:46 25 A I don't.

AGNES DEIRDRE MORRISSEY-BERRU - 04/26/2017

01:46 1 Q Does February 2014 sound right to you?

01:46 2 A Yes.

01:46 3 Q And were the teachers who reviewed the  
01:46 4 lesson critical of it?

01:46 5 A I can't remember.

01:47 6 Q Do you remember what kinds of feedback you  
01:47 7 got or what people said?

01:47 8 A It wasn't developed.

01:47 9 Q And did you feel that was accurate?

01:47 10 A Yes.

01:47 11 Q Okay. So I just want to review the kinds  
01:47 12 of things that Mrs. Beuder implemented to support  
01:47 13 the teachers. Sorry if this is repetitive.

01:47 14 A Uh-huh.

01:47 15 Q We had Dr. Kersey coming in providing  
01:47 16 support --

01:47 17 A Uh-huh.

01:47 18 Q -- correct?

01:47 19 A Yes.

01:47 20 Q These lesson studies with the other  
01:47 21 teachers?

01:47 22 A Yes.

01:47 23 Q The teachers doing the visits in other  
01:47 24 classrooms?

01:47 25 A Yes.

AGNES DEIRDRE MORRISSEY-BERRU - 04/26/2017

01:47 1 Q And what about observations, were there  
01:47 2 observations implemented where Mrs. Beuder would  
01:47 3 come into the classroom and review what was going  
01:47 4 on?

01:47 5 A Yes.

01:47 6 Q And were those observation sessions  
01:48 7 scheduled ahead of time?

01:48 8 A Yes.

01:48 9 Q So the teacher would be aware of the date  
01:48 10 and time that the observation --

01:48 11 A Yes.

01:48 12 Q -- would --

01:48 13 MS. FUND: Let her finish talking.

01:48 14 THE WITNESS: Oh, I'm sorry.

01:48 15 MS. FUND: You're all right.

01:48 16 BY MS. KANTOR:

01:48 17 Q I do that to you more.

01:48 18 A I'm stepping on you. Sorry.

01:48 19 Q Okay. Do you recall your formal  
01:48 20 evaluation by Mrs. Beuder in March of 2014?

01:48 21 A Not exactly.

01:48 22 Q Okay. Before we get there, were these  
01:48 23 formal evaluation sessions meant to be an  
01:48 24 evaluation of a Readers and Writers Workshop  
01:48 25 lesson?



JONES DEIRDRE MORRISSEY-BERRU - 04/26/2017

01:48 1 A Yes.

01:48 2 Q And what was the purpose of that?

01:48 3 A To see the implementation.

01:48 4 Q Okay. Do you remember any of

01:48 5 Mrs. Beuder's formal evaluations of your Readers

01:48 6 and Workshop lessons (sic) or formal evaluations of

01:48 7 you?

01:48 8 A Somewhat.

01:48 9 Q All right. And what was the general

01:49 10 feedback you got on these?

01:49 11 A Some were good. One was criticized for

01:49 12 talking too long.

01:49 13 Q All right. Let's talk about that one.

01:49 14 A Okay.

01:49 15 Q When was that one? Was that -- can you

01:49 16 give me --

01:49 17 A March. No, wait. I don't remember. May.

01:49 18 I'm not sure. I can't remember exactly.

01:49 19 Q How about a year?

01:49 20 A 2014.

01:49 21 Q In 2014. So in March or May of 2014 you

01:49 22 recall --

01:49 23 A Yes.

01:49 24 Q -- Mrs. Beuder came in --

01:49 25 A Yes.

AGNES DEIRERE MORRISSEY-BERRU - 04/26/2017

01:49 1 Q -- for an evaluation?

01:49 2 Okay. Can you talk to me about what you  
01:49 3 remember happening at that specific March or May  
01:49 4 2014 evaluation?

01:49 5 A Not specifically.

01:49 6 Q Can you recall generally?

01:49 7 A I was teaching a persuasive letter for  
01:49 8 students to persuade.

01:49 9 Q Did you conduct a Readers and Writers  
01:49 10 Workshop lesson on this occasion?

01:49 11 A Yes.

01:49 12 Q Did Mrs. Beuder advise you that she did  
01:49 13 not feel you had conducted a Readers and Writers  
01:50 14 Workshop?

01:50 15 A Yes.

01:50 16 Q What did she say?

01:50 17 A I talked too long.

01:50 18 Q Why would your talking too long be  
01:50 19 significant?

01:50 20 A Because I should have shortened it to a  
01:50 21 mini-lesson, 5 minutes.

01:50 22 Q What's a mini-lesson?

01:50 23 A Just talking for 5 minutes.

01:50 24 Q That's it?

01:50 25 A Yes.

AGNES DEIRDRE MORRISSEY-BERRU - 04/26/2017

01:50 1 Q Are mini-lessons essential to Readers and  
01:50 2 Writers Workshop?

01:50 3 A Yes.

01:50 4 Q Did you conduct a mini-lesson on this  
01:50 5 occasion?

01:50 6 A Yes, but I talked too long.

01:50 7 Q How long did you talk?

01:50 8 A I can't remember.

01:50 9 Q So after Mrs. Beuder came in for the  
01:50 10 evaluation, did you have a meeting with her to  
01:50 11 discuss it?

01:50 12 A Yes.

01:50 13 Q Is that where she told you about this?  
01:50 14 That wasn't a clear question. I'll fix it.

01:50 15 You had just testified that Mrs. Beuder  
01:50 16 advised you that she did not believe you conducted  
01:51 17 a Readers and Writers --

01:51 18 A Yes.

01:51 19 Q -- Workshop lesson.

01:51 20 A Yes.

01:51 21 Q And so my question is: Is at the meeting  
01:51 22 where you guys talked about this?

01:51 23 A Yes.

01:51 24 Q And what did you respond to Mrs. Beuder,  
01:51 25 if anything, at the time?

AGNES DEIRDRE MORRISSEY-BERRU - 04/26/2017

01:51 1 A I asked her if I could redo it to the  
01:51 2 minutes, 5 minutes talking, 20 minutes writing, and  
01:51 3 she said no.

01:51 4 Q Do you know why she said no?

01:51 5 A She said she was too busy.

01:51 6 Q Was it the expectation that you would be  
01:51 7 conducting a proper lesson on the date scheduled  
01:51 8 for the evaluation?

01:51 9 A Yes.

01:51 10 Q So I'm going to mark as Exhibit 15 a  
01:51 11 document Bates stamped OLG 166 through 169.

01:51 12 (Whereupon, Deposition Exhibit 15 was  
01:51 13 marked for identification by the Court  
01:51 14 Reporter.)

01:51 15 BY MS. KANTOR:

01:51 16 Q And I'll ask you to look at it and advise  
01:51 17 if it looks familiar to you.

01:52 18 I'm going to add to the record that the  
01:52 19 document is entitled "Archdiocese of Los Angeles,  
01:52 20 Elementary School Classroom Observation Report,"  
01:52 21 and the date on it is March 5, 2014.

01:52 22 Mrs. Morrissey-Berru, does this document  
01:52 23 look familiar to you?

01:52 24 A Yes.

01:52 25 Q Do you know what this is?

AGNES DEIRDRE MORRISSEY-BERRU - 04/26/2017

01:52 1 A This is the observation report.

01:52 2 Q Is it your understanding that this is the  
01:52 3 report for the formal evaluation we have been  
01:52 4 discussing right now?

01:52 5 A Yes.

01:52 6 Q And do you see where it says "I was unable  
01:52 7 to complete because not a Writers Workshop lesson"?

01:52 8 A Yes.

01:53 9 MS. KANTOR: Five-minute break?

01:53 10 THE VIDEOGRAPHER: We're going off the  
01:53 11 record at 1353.

01:53 12 (Recess taken.)

02:04 13 THE VIDEOGRAPHER: We are on the record at  
02:05 14 1405.

02:05 15 BY MS. KANTOR:

02:05 16 Q Mrs. Morrissey-Berru, do you understand  
02:05 17 that you're still under oath?

02:05 18 A Yes.

02:05 19 Q And before the break, we had talked about  
02:05 20 a lesson study you did with other teachers in  
02:05 21 February 2014. Do you recall that?

02:05 22 A Yes.

02:05 23 Q You had said something about bringing the  
02:05 24 wrong set of writing samples; is that right?

02:05 25 A Yes.

AGNES DEIRDRE MORRISSEY-BERRU - 04/26/2017

02:05 1 Q Is there any reason why you didn't go back  
02:05 2 to bring the final draft or the finished draft for  
02:05 3 the review?

02:05 4 A Well, it took more time than I had  
02:05 5 anticipated, and I had the red marks on the copy,  
02:05 6 which they didn't want.

02:05 7 Q So the finished product hadn't been  
02:05 8 prepared yet?

02:05 9 A Well, it was prepared but it had the red  
02:05 10 marks on it. It hadn't been published yet, meaning  
02:05 11 revised and then final copied.

02:05 12 Q So the final copy had not been prepared  
02:06 13 yet?

02:06 14 A Yes.

02:06 15 Q All right. And then I wanted to go back  
02:06 16 to the conversation we had talked about before the  
02:06 17 break, this March 2014 conversation you had with  
02:06 18 Mrs. Beuder after she did the formal evaluation of  
02:06 19 your lesson. How would you say the tone of the  
02:06 20 meeting went?

02:06 21 A I can't recall.

02:06 22 Q Did Mrs. Beuder seem surprised that you  
02:06 23 hadn't performed a Readers and Writers Workshop  
02:06 24 lesson?

02:06 25 A I'm not sure.

AGNES DEIRDRE MORRISSEY-BERRU - 04/26/2017

02:06 1 Q Did she seem upset about it?  
02:06 2 A I'm not sure.  
02:06 3 Q And how many weeks in advance of this  
02:06 4 evaluation had you been provided with notice of the  
02:06 5 date it would occur on?  
02:06 6 A I think a month.  
02:06 7 Q Possibly more?  
02:06 8 A It's possible. I'm not sure.  
02:07 9 Q Okay. And then at some point after this  
02:07 10 conversation, did you have another conversation  
02:07 11 with Mrs. Beuder about your not implementing  
02:07 12 Readers and Writers Workshop?  
02:07 13 A I'm not sure.  
02:07 14 Q In May of 2014 did you -- or April or May,  
02:07 15 towards the end of the school year 2014, did you  
02:07 16 meet with Mrs. Beuder about what would be happening  
02:07 17 the following year?  
02:07 18 A Yes.  
02:07 19 Q Do you remember when this conversation  
02:07 20 was?  
02:07 21 A Mid-May 2014.  
02:07 22 Q Okay. And what happened in this  
02:07 23 conversation?  
02:07 24 A Mrs. Beuder asked if I wanted to retire,  
02:07 25 and I said no.

AINES DEIRDRE MORRISSEY-BERRU - 04/26/2017

02:07 1 Q What else happened in this conversation?

02:07 2 A She said I didn't do it like everybody  
02:07 3 else and that she --

02:07 4 MS. FUND: Didn't do what?

02:08 5 THE WITNESS: Do reading and writing, I'm  
02:08 6 assuming, and that she didn't have a full-time  
02:08 7 position for me for next year.

02:08 8 BY MS. KANTOR:

02:08 9 Q Did Mrs. Beuder say that you were not  
02:08 10 implementing Readers and Writers Workshop?

02:08 11 A She said -- I'm not sure. I can't  
02:08 12 remember.

02:08 13 Q Did she say anything about your reading  
02:08 14 and writing instruction?

02:08 15 A She said I didn't do it right.

02:08 16 Q Your reading and writing instruction?

02:08 17 A Yes.

02:08 18 Q Anything else about your reading and  
02:08 19 writing instruction?

02:08 20 A Not that I recall.

02:08 21 Q What did you say in response to that?

02:08 22 A I said "Well, I'll accept the part-time  
02:08 23 job."

02:08 24 Q What did you say in response to what  
02:08 25 Mrs. Beuder said about your failing to implement



AGNES DEIRDRE MORRISSEY-BERRU - 04/26/2017

02:08 1 reading -- reading and -- I don't want to put words  
02:08 2 in your mouth.

02:08 3 A Uh-huh.

02:08 4 Q What did you say in response to her  
02:08 5 comment about your reading and writing instruction?

02:09 6 A Well, I said I thought I was implementing  
02:09 7 it.

02:09 8 Q And what did she say in response to that?

02:09 9 A She said I didn't do it like the others.

02:09 10 Q And did you say anything in response to  
02:09 11 that?

02:09 12 A I knew the other person had my job anyway,  
02:09 13 so I just accepted it.

02:09 14 Q What other person?

02:09 15 A Mr. Hazen.

02:09 16 Q At the time you thought it --

02:09 17 A Yes. At the time he did, until the  
02:09 18 parents complained.

02:09 19 Q Mrs. Morrissey-Berru --

02:09 20 A Yes.

02:09 21 Q -- I don't know why I keep wanting to  
02:09 22 argue with you about this, but I believe -- I'm,  
02:09 23 going to ask the question and just going to say for  
02:09 24 the record I believe it's been established that  
02:09 25 nobody from the administration and leadership of

AGNES DEIRDRE MORRISSEY-BERRU - 04/26/2017

02:13 1 position teaching the courses you just described,  
02:13 2 had anybody else held that position?

02:13 3 A No.

02:13 4 Q Was it an entirely new position?

02:14 5 A Yes.

02:14 6 Q Do you understand that the position was  
02:14 7 created just for you?

02:14 8 A Apparently.

02:14 9 Q Why do you say that?

02:14 10 A Because it had never been before.

02:14 11 Q Okay. And then who is your understanding  
02:14 12 taught 5th grade reading and writing the next year?

02:14 13 A Mrs. Beuder hired Mrs. Ruma.

02:14 14 Q All right. And her full name?

02:14 15 A Mrs. Andrea Ruma-Harrington.

02:14 16 Q All right. And do you know how old  
02:14 17 Mrs. Harrington was at the time?

02:14 18 A Thirty-nine years old.

02:14 19 Q At the time she was hired?

02:14 20 A Yes.

02:14 21 Q And how do you know that?

02:14 22 A Because I asked her.

02:14 23 Q And do you know what her experience was  
02:14 24 before coming to OLG?

02:14 25 A She was a teacher.

AGNES DEIRDRE MORRISSEY-BERRU - 04/26/2017

02:14 1 Q Do you know how many years of experience  
02:14 2 she had?

02:14 3 A Not really. Ten years. She was  
02:14 4 experienced.

02:14 5 Q Did she have experience as a reading and  
02:15 6 writing teacher?

02:15 7 A She told me not really.

02:15 8 Q From what you observed, did she have  
02:15 9 experience as a reading and writing teacher?

02:15 10 A Somewhat.

02:15 11 Q Did you ever admire any of her teaching  
02:15 12 techniques?

02:15 13 A Yes.

02:15 14 Q Can you give me some examples?

02:15 15 A Classroom management.

02:15 16 Q Anything else?

02:15 17 A Very good teacher.

02:15 18 Q Okay. So looking at now the year 2014 to  
02:15 19 2015, you still taught religion, correct?

02:15 20 A Yes.

02:15 21 Q And you taught social studies?

02:15 22 A Yes.

02:15 23 Q Did you try and implement Readers and  
02:15 24 Writers Workshop in your social studies course at  
02:15 25 all?

AGNES DEIRDRE MORRISSEY-BERRU - 04/26/2017

02:15 1 A Yes.

02:15 2 Q How so?

02:15 3 A The students had writing assignments in  
02:16 4 their social studies books, and I used that as a  
02:16 5 springboard for writing assignments; for example,  
02:16 6 medieval, ancient history, and so on.

02:16 7 [ Q Did you implement mini-lessons? ]

02:16 8 [ A No. ]

02:16 9 Q Did you implement mini-lessons the year  
02:16 10 before when you were teaching reading and writing?

02:16 11 A Yes.

02:16 12 [ Q For your social studies course, did any of  
02:16 13 your lessons involve coloring maps? ]

02:16 14 A Yes.

02:16 15 Q Would you say multiple lessons did?

02:16 16 A Many.

02:16 17 Q How about drawing pictures of families,  
02:16 18 things like that?

02:16 19 [ A For religion. ]

02:16 20 Q For religion. Okay.

02:16 21 So how was your experience working --  
02:17 22 well, if you can maybe explain, did you overlap  
02:17 23 with Mrs. Ruma or where would you have cause to see  
02:17 24 her teaching?

02:17 25 A I left at 11:30 -- or she would -- excuse

AGNES DEIRDRE MORRISSEY-BERRU - 04/26/2017

02:17 1 me. She would come in at 11:30 and then I believe  
02:17 2 I would leave at 12:20.

02:17 3 Q Did you ever ask Mrs. Ruma to take on any  
02:17 4 of your duties?

02:17 5 A No.

02:17 6 Q Did you ever ask her to do the report  
02:17 7 cards for you?

02:17 8 A I did at the very end.

02:17 9 Q And, Mrs. Morrissey-Berru, did you ever,  
02:17 10 when you were a teacher at OLG, call in your  
02:17 11 husband to talk to your students?

02:17 12 A He helped teach in years past.

02:17 13 Q Was he a faculty member at OLG?

02:17 14 A At times he would do drama with the old  
02:17 15 principal.

02:17 16 Q Okay. But did you ever call him in to  
02:18 17 talk to students in your classroom?

02:18 18 A I can't remember.

02:18 19 Q Were you aware that Mrs. Beuder had  
02:18 20 instituted a healthy foods program in the school?

02:18 21 A Yes.

02:18 22 Q What was the program?

02:18 23 A She asked that for school parties, we  
02:18 24 serve ice cream instead of cake.

02:18 25 Q That was the rule?

ACNES DEIRDRE MORRISSEY-BERRU - 04/26/2017

02:18 1 A Or cookies.

02:18 2 Q And did you follow the rule?

02:18 3 A As best I could.

02:18 4 Q Does that mean that you violated it

02:18 5 sometimes?

02:18 6 A Not necessarily.

02:18 7 Q So what does it mean?

02:18 8 A I might bring in cookies.

02:18 9 Q Yourself --

02:18 10 A Which she --

02:18 11 Q -- as part of the instruction?

02:18 12 A Yeah. Yeah.

02:18 13 Q And that was against the rule?

02:18 14 A Well, not necessarily.

02:18 15 Q Were you ever talked to about violating

02:19 16 the healthy foods program rule?

02:19 17 A Not that I recall.

02:19 18 Q Did any parents ever complain to you?

02:19 19 A I don't recall.

02:19 20 Q Were you aware of any parent complaints

02:19 21 about this?

02:19 22 A I don't remember.

02:19 23 Q Did Mrs. Ruma ever talk to you about this?

02:19 24 A I can't remember.

02:19 25 Q Did you ever tell a parent that they were

AGNES DEIRDRE MORRISSEY-BERRU - 04/26/2017

02:19 1 not allowed to e-mail you?

02:19 2 A Never.

02:19 3 Q You never told a parent that they could  
02:19 4 not e-mail you?

02:19 5 A Oh, yes, I did.

02:19 6 Q You did? What was --

02:19 7 A Yes.

02:19 8 Q -- the circumstance?

02:19 9 A She was -- the parent was -- I'm not sure  
02:19 10 how to characterize it. She was difficult.

02:19 11 Q Do you know if there were parental  
02:19 12 complaints about you during the last three years of  
02:19 13 your employment?

02:19 14 A Not that I know of.

02:19 15 Q Do you know if there were student or  
02:20 16 parent complaints about a lack of academic vigor in  
02:20 17 the classroom?

02:20 18 A Never.

02:20 19 Q Do you know if there were complaints from  
02:20 20 parents about your not implementing the Readers and  
02:20 21 Writers Workshop?

02:20 22 A No.

02:20 23 Q You don't know?

02:20 24 A There were none.

02:20 25 Q Okay. So at some point in April or May of

AGNES DEIRDRE MORRISSEY-BERRU - 04/26/2017

02:20 1 2015, you had another conversation with Mrs. Beuder  
02:20 2 about your employment; is that correct?

02:20 3 A Yes.

02:20 4 Q Do you remember the rough timeline?

02:20 5 A In May.

02:20 6 Q And can you tell me what occurred?

02:20 7 A I submitted my intent to come back, and  
02:20 8 Mrs. Beuder in the meeting said no, she didn't have  
02:20 9 any position for me.

02:20 10 Q Did she advise you that your position had  
02:20 11 been eliminated?

02:20 12 A Yes.

02:20 13 Q And to your knowledge, has anybody filled  
02:20 14 that position that you had for the 2014-2015 year?

02:21 15 A Mr. Hazen got the social studies classes.

02:21 16 Q To your knowledge, has anybody filled the  
02:21 17 specific position described to me of 5th grade  
02:21 18 religion, 6th and 7th grade social studies?

02:21 19 A Mr. Hazen I believe is their teacher now  
02:21 20 for social studies.

02:21 21 Q Yes. You're not answering my question,  
02:21 22 I'm sorry.

02:21 23 A Oh, I'm sorry, what is the question again?  
02:21 24 Could you repeat it.

02:21 25 Q So would you tell me again what your role



AGNES DEIRDRE MORRISSEY-BERRU - 04/26/2017

02:21 1 was in 2014 to 2015.

02:21 2 A Part-time, religion and social studies  
02:21 3 teacher.

02:21 4 Q For -- religion for 5th grade?

02:21 5 A 5th grade.

02:21 6 Q And social studies for 5th, 6th and 7th?

02:21 7 A 5th, 6th and 7th.

02:21 8 Q To your knowledge, has anybody filled that  
02:21 9 position, the part-time position of 5th, 6th and  
02:22 10 7th grade social studies and 5th grade religion?

02:22 11 A I don't know how to answer that.

02:22 12 Q Okay. Would you like me to ask a better  
02:22 13 question or you just don't know the answer?

02:22 14 A The answer is Mr. Hazen is teaching those  
02:22 15 classes, and the 5th grade teacher is teaching  
02:22 16 religion.

02:22 17 Q Okay. So no one --

02:22 18 A Best of my knowledge.

02:22 19 Q Okay. Yeah, that's a good answer.

02:22 20 [ So no one person is teaching all of the  
02:22 21 courses that you did?

02:22 22 A No.

02:22 23 Q Do you know if anybody new was hired to do  
02:22 24 any of the roles that you did in 2014 to 2015?

02:22 25 [ A I do not know.

AGNES DEIRDRE MORRISSEY-BERRU - 04/26/2017

02:22 1 Q So in May of 2015, Mrs. Beuder advised you  
02:22 2 that your contract was not renewed; is that  
02:22 3 correct?

02:22 4 A Yes.

02:22 5 Q But you were permitted to finish out the  
02:22 6 2015 -- 2014-2015 school year; is that correct?

02:22 7 A Yes.

02:22 8 Q So you were not terminated?

02:22 9 A Well, I didn't have a job after June 22.

02:23 10 Q Was your --

02:23 11 A "Terminated" meaning I don't have a job  
02:23 12 for next year.

02:23 13 Q Your contract was not renewed?

02:23 14 A Yeah. Yes.

02:23 15 Q During this meeting or thereafter, did  
02:23 16 Mrs. Beuder invite you to teach summer school?

02:23 17 A No.

02:23 18 Q During this meeting or thereafter, did  
02:23 19 Mrs. Beuder advise you or invite you to start an  
02:23 20 after-school program?

02:23 21 A Yes.

02:23 22 Q What was that?

02:23 23 A It was not a California credentialed  
02:23 24 position, it was teaching art after school.

02:23 25 Q How about photography?

EVES DEIRDRE MORRISSEY-BERRU - 04/26/2017

02:23 1 A Or photography. Something that I would  
02:23 2 have to make up --

02:23 3 Q Mrs. --

02:23 4 A -- or design.

02:23 5 Q Mrs. Morrissey-Berru, did you have an  
02:23 6 interest in art?

02:23 7 A Yes.

02:23 8 Q Was Mrs. Beuder aware of that interest?

02:23 9 A Yes.

02:23 10 Q How about photography, did you have an  
02:23 11 interest in photography?

02:23 12 A Yes.

02:23 13 Q And is that something that Mrs. Beuder was  
02:24 14 aware of also?

02:24 15 A Yes.

02:24 16 Q And did she offer you this after-school  
02:24 17 program option during the same conversation when  
02:24 18 you were advised your contract was not renewed?

02:24 19 A No.

02:24 20 Q When did she bring it up?

02:24 21 A Maybe a week later.

02:24 22 Q And how many times did she bring it up?

02:24 23 A Twice.

02:24 24 Q And how did you respond?

02:24 25 A I didn't respond.

AGNES DEIRDRE MORRISSEY-BERRU - 04/26/2017

02:24 1 Q Why?

02:24 2 A I need a full-time job. I'm a California  
02:24 3 credentialed teacher, I'm not a part-time  
02:24 4 photography aide.

02:24 5 Q So you just didn't respond?

02:24 6 A Correct.

02:24 7 Q Okay. And so there's an allegation in  
02:24 8 your complaint that I wanted to ask you about,  
02:24 9 something about what happened after your  
02:24 10 conversation with Mrs. Beuder.

02:24 11 A Yes.

02:24 12 Q Can you -- following you to the  
02:24 13 playground, something like that.

02:24 14 A Yes.

02:24 15 Q Can you talk me through that.

02:24 16 A Yes. I excused myself and said "Well, I  
02:24 17 have yard duty," went downstairs to do yard duty,  
02:24 18 and Mrs. Beuder followed me down and threatened me.

02:25 19 Q What do you mean?

02:25 20 A She threatened that if I told any of the  
02:25 21 parents or students, that I was no longer welcome  
02:25 22 there, that she would make sure that I never got  
02:25 23 another job again, and that she would never give me  
02:25 24 a recommendation.

02:25 25 Q What did she say exactly?

AGNES DEIRDRE MORRISSEY-BERRI' - 04/26/2017

02:25 1 A She said "If you can't handle this and if  
02:25 2 you act unprofessional, I'll never give you a good  
02:25 3 recommendation to get another job." And then she  
02:25 4 repeated it.

02:25 5 Q What did she repeat? What were her --

02:25 6 A Exact same thing. "If you can't handle  
02:25 7 this and if you act unprofessional, I will never  
02:25 8 give you another recommendation to get another  
02:25 9 job."

02:25 10 Q Do you believe that you acted  
02:25 11 professionally during the following days?

02:25 12 A Yes.

02:25 13 Q Did you take any days off for the rest of  
02:25 14 May?

02:25 15 A For the rest of May, no.

02:25 16 Q How about in June of --

02:25 17 A Yes.

02:25 18 Q -- 2015?

02:25 19 How many?

02:25 20 A I'm not sure.

02:25 21 Q Did those days you took off fall during  
02:25 22 the end of the school year?

02:25 23 A Yes.

02:25 24 Q And is that when you asked Mrs. Ruma to do  
02:26 25 your report cards for you?

AGNES DEIRDRE MORRISSEY-BERRU - 04/26/2017

02:26 1 A Possibly. I'm not sure.

02:26 2 Q Are report cards an essential function of  
02:26 3 a teacher?

02:26 4 A Yes.

02:26 5 Q Mrs. Morrissey-Berru, you have an  
02:26 6 allegation about an application you did at  
02:26 7 St. James Catholic School --

02:26 8 A Yes.

02:26 9 Q -- involving Mrs. Beuder. Can you  
02:26 10 describe that to me.

02:26 11 A Yes. In August I applied for a 5th grade  
02:26 12 teaching position at St. James School down the  
02:26 13 street in Torrance. The principal was very excited  
02:26 14 when she got my letter, saw my application, and  
02:27 15 scheduled an interview for me. She called back and  
02:27 16 she canceled the interview. And I said "Why?" She  
02:27 17 said "Because your" -- "I talked to your principal  
02:27 18 who said good things about you, but it was your  
02:27 19 last year, you were retiring."

02:27 20 Q And what did --

02:27 21 A And I -- that was the conversation.

02:27 22 MS. FUND: If you have anything more to  
02:27 23 say, please finish.

02:27 24 BY MS. KANTOR:

02:27 25 Q And how did you respond?

AGNES DEIRDRE MORRISSEY-BERRU - 04/26/2017

02:32 1 Q Did LMU ever come to the school?

02:32 2 A Possibly, but I don't recall.

02:33 3 Q Do you ever recall Mrs. Beuder encouraging  
02:33 4 the staff at large to pursue further degrees and  
02:33 5 credentials?

02:33 6 A Only when Mr. Hazen asked if he could  
02:33 7 join.

02:33 8 Q Did you have any further conversations  
02:33 9 with Sister Jill or Pastor Joe about the decision  
02:33 10 to not renew your contract?

02:33 11 A No.

02:33 12 Q Did you have any conversations with  
02:33 13 anybody else within the OLG family or from the  
02:33 14 archdiocese about the decision to not renew your  
02:33 15 contract?

02:33 16 A No.

02:33 17 [ Q Had you approached Sister Jill or Pastor  
02:33 18 Joe earlier about any issues within 2012 to 2015?

02:33 19 A No.

02:33 20 Q During the conversation with Sister Jill,  
02:33 21 did you say anything about your feeling that you  
02:33 22 were being treated differently because of your age?

02:34 23 A I don't recall.

02:34 24 Q During your conversation with Father Joe,  
02:34 25 Pastor Joe, did you say anything about feeling you

AGNES DEIRDRE MORRISSEY-BERRU - 04/26/2017

02:38 1 A Not to my knowledge.

02:38 2 Q Did you ever complain to Mrs. Beuder that

02:39 3 you felt that you weren't being treated right

02:39 4 because of your age?

02:39 5 A Only once.

02:39 6 Q When was this?

02:39 7 A When the young teacher came in and told me

02:39 8 that she was going to cancel my classes for the

02:39 9 week.

02:39 10 Q Can you give me a year?

02:39 11 A That would be 2013, I believe.

02:39 12 Q Okay. Can you -- where was this

02:39 13 conversation? Where did it take place?

02:39 14 A I believe I called Mrs. Beuder and I

02:39 15 said --

02:39 16 Q Is it --

02:39 17 A Yeah. Okay.

02:39 18 Q Continue.

02:39 19 A Sorry.

02:39 20 Q You -- no, I'm sorry.

02:39 21 A I just said I don't know why these young

02:39 22 teachers are going to cancel my classes, I've never

02:39 23 heard of such a thing.

02:39 24 Q This is a telephonic conversation? And

02:39 25 what did Mrs. Beuder say?



AGNES DEIRDRE MORRISSEY-BERRU - 04/26/2017

02:40 1 A Mrs. Beuder did not have them cancel my  
02:40 2 classes.

02:40 3 Q Have you now told me everything in that  
02:40 4 conversation with Mrs. Beuder?

02:40 5 A As far as I can remember.

02:40 6 MS. KANTOR: Can we take a break.

02:40 7 THE VIDEOGRAPHER: This is the end of  
02:40 8 Media No. 2. We are going off the record at 1440.

02:40 9 (Recess taken.)

02:50 10 THE VIDEOGRAPHER: This is the beginning  
02:50 11 of Media No. 3. We are back on the record at 1450.

02:50 12 BY MS. KANTOR:

02:50 13 Q Mrs. Morrissey-Berru, do you understand  
02:50 14 that you're still under oath?

02:50 15 A Yes.

02:50 16 Q Now that you've had a break and a chance  
02:50 17 to talk to your attorney, is there anything else  
02:50 18 you would like to add to your testimony to correct  
02:50 19 or clarify?

02:51 20 A No.

02:51 21 Q Have you now told me all the ways in which  
02:51 22 you felt and feel that you were treated differently  
02:51 23 because of your age?

02:51 24 MS. FUND: Just going to object to the  
02:51 25 extent it calls for a legal contention.

AGNES DEIRDRE MORRISSEY-BERRU - 04/26/2017

02:51 1 You can answer, though.

02:51 2 THE WITNESS: I believe so.

02:51 3 BY MS. KANTOR:

02:51 4 Q Have you now told me all of the comments  
02:51 5 related to your age that were made to you by the  
02:51 6 administration at OLG?

02:51 7 A I believe so.

02:51 8 [ Q Mrs. Morrissey-Berru, did you ever  
02:51 9 complain of any activity you believed was illegal  
02:51 10 at OLG?

02:51 11 [ A No. ]

02:51 12 Q The conversation you had in 2013 with  
02:51 13 Mrs. Beuder about the young teachers trying to  
02:51 14 cancel your classes, what teachers were you  
02:51 15 referring to?

02:51 16 A Uh-huh. It was Janice Bell and  
02:52 17 Ms. Hernandez-Ball.

02:52 18 Q And why were they trying to cancel your  
02:52 19 class?

02:52 20 A It was during standardized testing and  
02:52 21 they -- they wanted to cancel my classes, and I'm  
02:52 22 not -- I don't know why.

02:52 23 Q Was there anything that happened that made  
02:52 24 you feel it had to do with your age?

02:52 25 A I'm not sure. I don't know --

AGNES DEIRDRE MORRISSEY-BERRU - 04/26/2017

02:52 1 MS. FUND: You answered.

02:52 2 THE WITNESS: -- what -- yeah.

02:52 3 BY MS. KANTOR:

02:52 4 Q Did you ever tell Jodi Skully that you  
02:52 5 intended to retire?

02:52 6 A No. Not to my knowledge.

02:52 7 Q When the school year ended in 2015, was  
02:53 8 there to be a party celebrating your employment?

02:53 9 A I was never told about it.

02:53 10 Q Were you aware that you were to be given  
02:53 11 flowers at the end of your mass?

02:53 12 A I was not told about it.

02:53 13 Q Did you attend that end-of-year mass?

02:53 14 A I don't recall. I was there for part of  
02:53 15 it.

02:53 16 (Ms. Beuder exits the proceedings.)

02:53 17 MS. FUND: Just want to put on the record  
02:53 18 that Ms. Beuder is leaving the room for the rest of  
02:53 19 today's session.

02:54 20 BY MS. KANTOR:

02:54 21 Q Did you ever lead students in retreats  
02:54 22 from Loyola Press?

02:54 23 A No.

02:54 24 Q Can we go back to an earlier exhibit.  
02:54 25 It's -- I don't remember the exhibit number, but

AGNES DEIRDRE MORRISSEY-BERRU - 04/26/2017

02:55 1 it's Bates stamped OLG 166 to 169. It's entitled  
02:55 2 "Archdiocese of Los Angeles Elementary School  
02:55 3 Classroom Observation Report" dated March 15, 2014.

02:55 4 MS. FUND: Do you know if it was in the  
02:55 5 middle of the exhibits? Beginning?

02:55 6 MS. KANTOR: I can just give you --  
02:55 7 actually, I think it's Exhibit 15.

02:55 8 MS. FUND: Okay.

02:55 9 MS. KANTOR: Exhibit 15.

02:55 10 MS. FUND: Is it -- sorry, 15 or 16?

02:55 11 MS. KANTOR: OLG 166.

02:55 12 MS. FUND: I think I have it marked as 16.

02:55 13 MS. KANTOR: 15 or 16. It's fine either  
02:55 14 way.

02:55 15 Q Mrs. Morrissey-Berru, are your Catholic  
02:55 16 identity factors in the classroom something you  
02:55 17 were evaluated on?

02:55 18 A Apparently.

02:55 19 Q So one of the things I was looked to was  
02:55 20 visible evidence of signs, sacramental traditions  
02:55 21 of the Roman Catholic Church in the classroom?

02:56 22 A Yes.

02:56 23 Q And also integrating school-wide learning  
02:56 24 expectations?

02:56 25 A Yes.

AGNES DEIRDRE MORRISSEY-BERRU - 04/26/2017

02:56 1 Q And having the curriculum include Catholic  
02:56 2 values infused through all subject areas?

02:56 3 A Yes.

02:56 4 Q I want to talk to you about some of the  
02:56 5 witnesses that you identified in your discovery  
02:56 6 responses. One of them is Sylvia Bosch who we  
02:56 7 discussed earlier. Is there anything else you  
02:56 8 believe that she is a witness to that you have not  
02:56 9 testified to yet today?

02:56 10 A Not to my knowledge.

02:56 11 Q How about Beatrice Botha, is --

02:56 12 A Not to my knowledge.

02:56 13 Q So, yeah, the same question for her, is  
02:56 14 there anything else that you believe she was a  
02:56 15 witness to that you haven't testified to today?

02:57 16 A No.

02:57 17 Q Mr. Jack Moore, what do you believe he is  
02:57 18 a witness to?

02:57 19 A Mr. Jack Moore was on the playground  
02:57 20 during recess when Mrs. Beuder came down and  
02:57 21 threatened me.

02:57 22 Q How close was he to you during the  
02:57 23 conversation?

02:57 24 A I would say 15 feet.

02:57 25 Q So you believe he overheard this

AGNES DEIRDRE MORRISSEY-BERRU - 04/26/2017

03:52 1 mental issues or needs during the period of time  
03:52 2 2015 to the present?

03:53 3 A No.

03:53 4 Q Okay. What is Our Lady of Angels  
03:53 5 Cathedral?

03:53 6 A It is the cathedral in downtown  
03:53 7 Los Angeles.

03:53 8 Q And did you do a special altar service  
03:53 9 there or something?

03:53 10 A I took my students for a tour of the  
03:53 11 cathedral and they could serve the altar. It was  
03:53 12 once a year.

03:53 13 Q And what year did you do that?

03:53 14 A Since 2006.

03:53 15 Q Every year?

03:53 16 A Yes.

03:53 17 Q And is that, you think, an important  
03:53 18 experience?

03:53 19 A Yes.

03:53 20 Q How come?

03:53 21 A Students can serve the altar. It is a big  
03:53 22 honor.

03:53 23 Q Do you feel that as a teacher at OLG, you  
03:54 24 gave evidence to the importance of prayer and  
03:54 25 worship?

AGNES DEIRDRE MORRISSEY-BERRU - 04/26/2017

03:54 1 MS. FUND: I'm just going to object to the  
03:54 2 extent it's vague and ambiguous.

03:54 3 THE WITNESS: Evidence, yes.

03:54 4 BY MS. KANTOR:

03:54 5 Q Did you try and integrate religious  
03:54 6 attitudes and values into all of your curricular  
03:54 7 areas?

03:54 8 MS. FUND: Objection. It's vague and  
03:54 9 ambiguous.

03:54 10 You can answer.

03:54 11 THE WITNESS: If possible.

03:54 12 BY MS. KANTOR:

03:54 13 Q And did you try and instruct your students  
03:54 14 in a manner consistent with the teachings of the  
03:54 15 Church?

03:54 16 A Yes.

03:54 17 Q So I don't want you to tell me anything  
03:54 18 you told your attorney. Has any individual  
03:54 19 provided you with a statement concerning this  
03:54 20 complaint?

03:55 21 A No.

03:55 22 Q What are differences between Writers  
03:55 23 Workshop and Readers Workshop, in brief?

03:55 24 A Reading is reading, writing is writing.

03:55 25 Q What are the similarities?

AGNES DEIRDRE MORRISSEY-BERRU - 04/26/2017

1 STATE OF CALIFORNIA )  
2 COUNTY OF LOS ANGELES ) ss.

3  
4 I, MONICA T. CORLEY, RMR, CRR, CSR No. 8803,  
5 in and for the State of California, do hereby certify:

6 That, prior to being examined, the witness  
7 named in the foregoing deposition was by me duly sworn  
8 to testify the truth, the whole truth and nothing but  
9 the truth;

10 That said deposition was taken down by me in  
11 shorthand at the time and place therein named and  
12 thereafter reduced to typewriting under my direction,  
13 and the same is a true, correct and complete transcript  
14 of said proceedings;

15 That if the foregoing pertains to the original  
16 transcript of a deposition in a Federal Case, before  
17 completion of the proceedings, review of the transcript  
18 {x} was { } was not required.

19 I further certify that I am not interested in  
20 the event of the action.

21 Witness my hand this 10th day of May, 2017.

22

23

24

25

*Monica T. Corley*  
\_\_\_\_\_  
Certified Shorthand Reporter  
for the State of California



(SPACE BELOW FOR FILING STAMP ONLY)

1 LINDA MILLER SAVITT, SBN 94164  
lsavitt@brgslaw.com  
2 STEPHANIE KANTOR, SBN 272421  
skantor@brgslaw.com  
3 BALLARD ROSENBERG GOLPER & SAVITT, LLP  
15760 Ventura Boulevard, Eighteenth Floor  
4 Encino, CA 91436  
Telephone: (818) 508-3700  
5 Facsimile: (818) 506-4827

6 Attorneys for Defendant  
OUR LADY OF GUADALUPE  
7 SCHOOL

8  
9 UNITED STATES DISTRICT COURT  
10 CENTRAL DISTRICT OF CALIFORNIA  
11

12 AGNES DEIRDRE MORRISSEY-  
BERRU, an individual

13 Plaintiff,

14 vs.

15 OUR LADY OF GUADALUPE  
16 SCHOOL, a California non-profit  
corporation and DOES 1 through 50,  
17 inclusive

18 Defendants.  
19

CASE NO. 2:16-CV-09353-SVW-AFM

[Assigned to Hon Stephen V. Wilson]

20 NOTICE OF LODGMENT OF  
[PROPOSED] JUDGMENT RE:  
21 MOTION OF DEFENDANT FOR  
SUMMARY JUDGMENT

Date: September 18, 2017

Time: 1:30 p.m.

Ctrm: 10A

(Filed concurrently with Appendix of  
Evidence; Statement of Uncontroverted Facts;  
[proposed] Judgment; Notice of Lodgment of  
[proposed] Judgment; Notice of Lodgment of  
Statement of Uncontroverted Facts)

22  
23 Action Filed: December 19, 2016  
24  
25  
26  
27  
28

BALLARD ROSENBERG GOLPER & SAVITT LLP  
15760 VENTURA BOULEVARD, EIGHTEENTH FLOOR  
ENCINO, CA 91436


1 TO PLAINTIFF AND HER COUNSEL OF RECORD:

2 PLEASE TAKE NOTICE that Defendant OUR LADY OF GUADALUPE  
3 SCHOOL is lodging herewith a [Proposed] Judgment pursuant to its Motion for  
4 Summary Judgment filed herewith.

5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

DATED: August 17, 2017

BALLARD ROSENBERG GOLPER &  
SAVITT, LLP

By:   
STEPHANIE B. KANTOR  
Attorneys for Defendant  
OUR LADY OF GUADALUPE SCHOOL

BALLARD ROSENBERG GOLPER & SAVITT LLP  
15760 VENTURA BOULEVARD, EIGHTEENTH FLOOR  
ENCINO, CA 91436

**PROOF OF SERVICE****STATE OF CALIFORNIA, COUNTY OF LOS ANGELES**

I am employed in the County of Los Angeles, State of California. I am over the age of eighteen years and not a party to the within action; my business address is 15760 Ventura Boulevard, Eighteenth Floor, Encino, California 91436.

On August 18, 2017 I served the following document(s) described as **[NOTICE OF LODGMENT OF [PROPOSED] JUDGMENT RE: MOTION OF DEFENDANT FOR SUMMARY JUDGMENT]** on the interested parties in this action by placing true copies thereof enclosed in sealed envelopes addressed as follows:

Joseph M. Lovretovich

Cathryn Fund

**JML LAW**

21052 Oxnard Street

Woodland Hills, CA 91367

Tel: (818) 610-8800

Fax: (818) 610-3030

[jml@jmlaw.com](mailto:jml@jmlaw.com)

[Cathryn@JMLLAW.com](mailto:Cathryn@JMLLAW.com)

☒ **BY ELECTRONIC MAIL TRANSMISSION: VIA CM/ECF** By electronic mail transmission by transmitting a PDF format copy of such document(s) to each such person at the email address listed below their address(es). The document(s) was/were transmitted by electronic transmission and such transmission was reported as complete and without error.

☒ **BY MAIL:** I am "readily familiar" with Ballard Rosenberg Golper & Savitt's practice for collecting and processing correspondence for mailing with the United States Postal Service. Under that practice, it would be deposited with the United States Postal Service that same day in the ordinary course of business. Such envelope(s) were placed for collection and mailing with postage thereon fully prepaid at Glendale, California, on that same day following ordinary business practices.

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

Executed on august 18, 2017 at Encino, California.

  
Lisa Aguilar

(SPACE BELOW FOR FILING STAMP ONLY)

1 LINDA MILLER SAVITT, SBN 94164  
lsavitt@brgslaw.com  
2 STEPHANIE KANTOR, SBN 272421  
skantor@brgslaw.com  
3 BALLARD ROSENBERG GOLPER & SAVITT, LLP  
15760 Ventura Boulevard, Eighteenth Floor  
4 Encino, CA 91436  
Telephone: (818) 508-3700  
5 Facsimile: (818) 506-4827  
  
6 Attorneys for Defendant  
OUR LADY OF GUADALUPE  
7 SCHOOL

8  
9 UNITED STATES DISTRICT COURT  
10 CENTRAL DISTRICT OF CALIFORNIA  
11

12 AGNES DEIRDRE MORRISSEY-  
BERRU, an individual

13 Plaintiff,  
14

15 vs.

16 OUR LADY OF GUADALUPE  
SCHOOL, a California non-profit  
17 corporation and DOES 1 through 50,  
inclusive

18 Defendants.  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

CASE NO. 2:16-CV-09353-SVW-AFM

[Assigned to Hon Stephen V. Wilson]

**[PROPOSED] JUDGMENT RE:  
MOTION OF DEFENDANT FOR  
SUMMARY JUDGMENT**

Date: September 18, 2017

Time: 1:30 p.m.

Ctrm: 10A

(Filed concurrently with Appendix of  
Evidence; Statement of Uncontroverted Facts;  
[proposed] Judgment; Notice of Lodgment of  
[proposed] Judgment; Notice of Lodgment of  
Statement of Uncontroverted Facts)

Action Filed: December 19, 2016

BALLARD ROSENBERG GOLPER & SAVITT LLP  
15760 VENTURA BOULEVARD, EIGHTEENTH FLOOR  
ENCINO, CA 91436

1 The Court having considered the Motion of Defendant OUR LADY OF  
2 GUADALUPE SCHOOL for Summary Judgment in the instant action, and having  
3 considered the moving, opposition and reply papers and argument of Counsel, and  
4 having been fully advised and the decision having been made that the instant Motion  
5 should be granted,

6 IT IS HEREBY ORDERED, ADJUDGED AND DECREED as follows:  
7

8 1. Defendant OUR LADY OF GUADALUPE SCHOOL's Motion for  
9 Summary Judgment is granted in its entirety;

10 2. Defendant shall recover its costs from Plaintiff in the amount of  
11 \$ \_\_\_\_\_; and

12 3. There being no just cause for delay, the Clerk is ordered to enter this  
13 judgment forthwith.  
14

15 IT IS SO ORDERED.  
16

17 DATED: \_\_\_\_\_, 2017

HON. Stephen V. Wilson  
United States District Judge

18  
19  
20 DATED: August 17, 2017

BALLARD ROSENBERG GOLPER &  
SAVITT. LLP

21  
22  
23 By: 

24 STEPHANIE B. KANTOR  
Attorneys for Defendant  
OUR LADY OF GUADALUPE SCHOOL  
25  
26  
27  
28

**PROOF OF SERVICE****STATE OF CALIFORNIA, COUNTY OF LOS ANGELES**

I am employed in the County of Los Angeles, State of California. I am over the age of eighteen years and not a party to the within action; my business address is 15760 Ventura Boulevard, Eighteenth Floor, Encino, California 91436.

On August 18, 2017 I served the following document(s) described as **[PROPOSED] JUDGMENT RE: MOTION OF DEFENDANT FOR SUMMARY JUDGMENT** on the interested parties in this action by placing true copies thereof enclosed in sealed envelopes addressed as follows:

Joseph M. Lovretovich

Cathryn Fund

**JML LAW**

21052 Oxnard Street

Woodland Hills, CA 91367

Tel: (818) 610-8800

Fax: (818) 610-3030

[jml@jmlaw.com](mailto:jml@jmlaw.com)

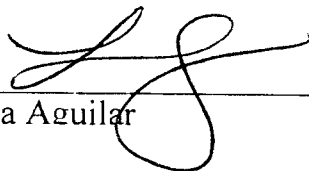
[Cathryn@JMLLAW.com](mailto:Cathryn@JMLLAW.com)

☒ **BY ELECTRONIC MAIL TRANSMISSION: VIA CM/ECF** By electronic mail transmission by transmitting a PDF format copy of such document(s) to each such person at the email address listed below their address(es). The document(s) was/were transmitted by electronic transmission and such transmission was reported as complete and without error.

☒ **BY MAIL:** I am "readily familiar" with Ballard Rosenberg Golper & Savitt's practice for collecting and processing correspondence for mailing with the United States Postal Service. Under that practice, it would be deposited with the United States Postal Service that same day in the ordinary course of business. Such envelope(s) were placed for collection and mailing with postage thereon fully prepaid at Glendale, California, on that same day following ordinary business practices.

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

Executed on august 18, 2017 at Encino, California.

  
Lisa Aguilar

BALLARD ROSENBERG GOLPER & SAVITT LLP  
15760 VENTURA BOULEVARD EIGHTEENTH FLOOR  
ENCINO CA 91436

(SPACE BELOW FOR FILING STAMP ONLY)

1 LINDA MILLER SAVITT, SBN 94164  
lsavitt@brgslaw.com  
2 STEPHANIE KANTOR, SBN 272421  
skantor@brgslaw.com  
3 BALLARD ROSENBERG GOLPER & SAVITT, LLP  
15760 Ventura Boulevard, Eighteenth Floor  
4 Encino, CA 91436  
Telephone: (818) 508-3700  
5 Facsimile: (818) 506-4827  
6 Attorneys for Defendant  
OUR LADY OF GUADALUPE  
7 SCHOOL  
8  
9

10 UNITED STATES DISTRICT COURT  
11 CENTRAL DISTRICT OF CALIFORNIA

12 AGNES DEIRDRE MORRISSEY-  
13 BERRU, an individual

14 Plaintiff,

15 vs.

16 OUR LADY OF GUADALUPE  
SCHOOL, a California non-profit  
17 corporation and DOES 1 through 50,  
inclusive

18 Defendants.  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

CASE NO. 2:16-CV-09353-SVW-AFM

[Assigned to Hon Stephen V. Wilson]

**DEFENDANT'S REQUEST FOR  
JUDICIAL NOTICE IN SUPPORT  
OF MOTION FOR SUMMARY  
JUDGMENT**

Date: September 18, 2017

Time: 1:30 p.m.

Ctrm: 10A

(Filed concurrently with Appendix of  
Evidence; Statement of Uncontroverted Facts;  
[proposed] Judgment; Notice of Lodgment of  
[proposed] Judgment; Notice of Lodgment of  
Statement of Uncontroverted Facts)

Action Filed: December 19, 2016

BALLARD ROSENBERG GOLPER & SAVITT LLP  
15760 VENTURA BOULEVARD EIGHTEENTH FLOOR  
ENCINO, CA 91436

1 Defendant OUR LADY OF GUADALUPE SCHOOL hereby requests that this  
2 Court take judicial notice of the following document and the contents thereof, in  
3 connection with Defendant's Motion for Summary Judgment in the instant action:

4 Exhibit A State of California Franchise Tax Board Entity Status Letter

5 Exhibit B Certificates of Amendment of Articles of Incorporation of  
6 Archdiocese of Los Angeles Education & Welfare Corporation

7 Exhibit C IRS letters recognizing non-profit, tax exempt status of Our Lady of  
8 Guadalupe parish and school

9 This Request for Judicial Notice is made pursuant to FED. R. EVID. 201(b) and  
10 (d) on the grounds that the subject document and the contents thereof are "not subject to  
11 reasonable dispute" and are "capable of accurate and ready determination by resort to  
12 sources whose accuracy cannot reasonably be questioned."  
13

14 DATED: August 17, 2017

BALLARD ROSENBERG GOLPER &  
SAVITT, LLP

15  
16  
17 By: 

STEPHANIE B. KANTOR

Attorneys for Defendant

OUR LADY OF GUADALUPE SCHOOL  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28



**PROOF OF SERVICE****STATE OF CALIFORNIA, COUNTY OF LOS ANGELES**

I am employed in the County of Los Angeles, State of California. I am over the age of eighteen years and not a party to the within action; my business address is 15760 Ventura Boulevard, Eighteenth Floor, Encino, California 91436.

On August 18, 2017 I served the following document(s) described as **DEFENDANT'S REQUEST FOR JUDICIAL NOTICE IN SUPPORT OF MOTION FOR SUMMARY JUDGMENT** on the interested parties in this action by placing true copies thereof enclosed in sealed envelopes addressed as follows:

Joseph M. Lovretovich  
Cathryn Fund

**JML LAW**

21052 Oxnard Street  
Woodland Hills, CA 91367

Tel: (818) 610-8800

Fax: (818) 610-3030

[jml@jmlaw.com](mailto:jml@jmlaw.com)


[Cathryn@JMLLAW.com](mailto:Cathryn@JMLLAW.com)

☒ **BY ELECTRONIC MAIL TRANSMISSION: VIA CM/ECF** By electronic mail transmission by transmitting a PDF format copy of such document(s) to each such person at the email address listed below their address(es). The document(s) was/were transmitted by electronic transmission and such transmission was reported as complete and without error.

☒ **BY MAIL:** I am "readily familiar" with Ballard Rosenberg Golper & Savitt's practice for collecting and processing correspondence for mailing with the United States Postal Service. Under that practice, it would be deposited with the United States Postal Service that same day in the ordinary course of business. Such envelope(s) were placed for collection and mailing with postage thereon fully prepaid at Glendale, California, on that same day following ordinary business practices.

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

Executed on august 18, 2017 at Encino, California.

  
\_\_\_\_\_  
Lisa Aguilar

(SPACE BELOW FOR FILING STAMP ONLY)

1 LINDA MILLER SAVITT, SBN 94164  
lsavitt@brgslaw.com  
2 STEPHANIE KANTOR, SBN 272421  
skantor@brgslaw.com  
3 BALLARD ROSENBERG GOLPER & SAVITT, LLP  
15760 Ventura Boulevard, Eighteenth Floor  
4 Encino, CA 91436  
Telephone: (818) 508-3700  
5 Facsimile: (818) 506-4827  
6 Attorneys for Defendant  
OUR LADY OF GUADALUPE  
7 SCHOOL

8  
9 **UNITED STATES DISTRICT COURT**  
10 **CENTRAL DISTRICT OF CALIFORNIA**  
11

12 AGNES DEIRDRE MORRISSEY-  
BERRU, an individual

13 Plaintiff,  
14

15 vs.

16 OUR LADY OF GUADALUPE  
SCHOOL, a California non-profit  
17 corporation and DOES 1 through 50,  
inclusive

18 Defendants.  
19

CASE NO. 2:16-CV-09353-SVW-AFM

[Assigned to Hon Stephen V. Wilson]

20 **NOTICE OF LODGMENT OF**  
21 **[PROPOSED] STATEMENT OF**  
22 **UNCONTROVERTED FACTS AND**  
23 **CONCLUSIONS OF LAW RE:**  
24 **MOTION OF DEFENDANT FOR**  
25 **SUMMARY JUDGMENT**

26 Date: September 18, 2017  
27 Time: 1:30 p.m.  
28 Ctrm: 10A

(Filed concurrently with Appendix of  
Evidence; Statement of Uncontroverted  
Facts; [proposed] Judgment; Notice of  
Lodgment of [proposed] Judgment;  
Notice of Lodgment of Statement of  
Uncontroverted Facts)

Action Filed: December 19, 2016

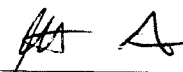
BALLARD ROSENBERG GOLPER & SAVITT LLP  
15760 VENTURA BOULEVARD, EIGHTEENTH FLOOR  
ENCINO, CA 91436

1 TO PLAINTIFF AND HER COUNSEL OF RECORD:

2 PLEASE TAKE NOTICE that Defendant OUR LADY OF GUADALUPE  
3 SCHOOL is lodging herewith a [Proposed] Statement of Uncontroverted Facts and  
4 Conclusions of Law in connection with its Motion for Summary Judgment filed  
5 herewith.

6  
7  
8 DATED: August 17, 2017

BALLARD ROSENBERG GOLPER &  
SAVITT, LLP

9  
10 By:   
11 STEPHANIE B. KANTOR  
12 Attorneys for Defendant  
13 OUR LADY OF GUADALUPE SCHOOL  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

BALLARD ROSENBERG GOLPER & SAVITT LLP  
15760 VENTURA BOULEVARD, EIGHTEENTH FLOOR  
ENCINO, CA 91436

**PROOF OF SERVICE****STATE OF CALIFORNIA, COUNTY OF LOS ANGELES**

I am employed in the County of Los Angeles, State of California. I am over the age of eighteen years and not a party to the within action; my business address is 15760 Ventura Boulevard, Eighteenth Floor, Encino, California 91436.

On August 18, 2017 I served the following document(s) described as **NOTICE OF LODGMENT OF [PROPOSED] STATEMENT OF UNCONTROVERTED FACTS AND CONCLUSIONS OF LAW RE: MOTION OF DEFENDANT FOR SUMMARY JUDGMENT**, on the interested parties in this action by placing true copies thereof enclosed in sealed envelopes addressed as follows:

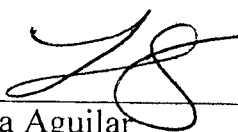
Joseph M. Lovretovich  
Cathryn Fund  
**JML LAW**  
21052 Oxnard Street  
Woodland Hills, CA 91367  
Tel: (818) 610-8800  
Fax: (818) 610-3030  
[jml@jmlaw.com](mailto:jml@jmlaw.com)  
[Cathryn@JMLLAW.com](mailto:Cathryn@JMLLAW.com)

☒ **BY ELECTRONIC MAIL TRANSMISSION: VIA CM/ECF** By electronic mail transmission by transmitting a PDF format copy of such document(s) to each such person at the email address listed below their address(es). The document(s) was/were transmitted by electronic transmission and such transmission was reported as complete and without error.

☒ **BY MAIL:** I am "readily familiar" with Ballard Rosenberg Golper & Savitt's practice for collecting and processing correspondence for mailing with the United States Postal Service. Under that practice, it would be deposited with the United States Postal Service that same day in the ordinary course of business. Such envelope(s) were placed for collection and mailing with postage thereon fully prepaid at Glendale, California, on that same day following ordinary business practices.

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

Executed on august 18, 2017 at Encino, California.

  
\_\_\_\_\_  
Lisa Aguilar

BALLARD ROSENBERG GOLPER & SAVITT LLP  
15760 VENTURA BOULEVARD FIGHTEENTH FLOOR  
ENCINO, CA 91436

(SPACE BELOW FOR FILING STAMP ONLY)

1 LINDA MILLER SAVITT, SBN 94164  
lsavitt@brgslaw.com  
2 STEPHANIE KANTOR, SBN 272421  
skantor@brgslaw.com  
3 BALLARD ROSENBERG GOLPER & SAVITT, LLP  
15760 Ventura Boulevard, Eighteenth Floor  
4 Encino, CA 91436  
Telephone: (818) 508-3700  
5 Facsimile: (818) 506-4827  
6 Attorneys for Defendant  
OUR LADY OF GUADALUPE  
7 SCHOOL  
8  
9  
10  
11

12 UNITED STATES DISTRICT COURT  
13 CENTRAL DISTRICT OF CALIFORNIA  
14

12 AGNES DEIRDRE MORRISSEY-  
13 BERRU, an individual

14 Plaintiff,

15 vs.

16 OUR LADY OF GUADALUPE  
17 SCHOOL, a California non-profit  
corporation; and DOES 1 through 50,  
inclusive

18 Defendants.  
19

CASE NO. 2:16-CV-09353-SVW-AFM

[Assigned to Hon Stephen V. Wilson]

**[PROPOSED] STATEMENT OF  
UNCONTROVERTED FACTS AND  
CONCLUSIONS OF LAW RE:  
MOTION OF DEFENDANT FOR  
SUMMARY JUDGMENT  
[Fed. R. Civ. P. 56]**

Date: September 18, 2017  
Time: 1:30 p.m.  
Ctmm: 10A

(Filed concurrently with Appendix of  
Evidence; Statement of Uncontroverted  
Facts; [proposed] Judgment; Notice of  
Lodgment of [proposed] Judgment;  
Notice of Lodgment of Statement of  
Uncontroverted Facts)

Action Filed: December 19, 2016

BALLARD ROSENBERG GOLPER & SAVITT LLP  
15760 VENTURA BOULEVARD, EIGHTEENTH FLOOR  
ENCINO, CA 91436

The Court having considered the Motion of Defendant OUR LADY OF GUADALUPE SCHOOL ("Defendant") for Summary Judgment in the instant action, and having considered the moving, opposition and reply papers and argument of counsel, and having been fully advised and the decision having been made that the instant Motion should be granted, the Court hereby issues the following Statement of Uncontroverted Facts and Conclusions of Law:

**I. STATEMENT OF UNCONTROVERTED FACTS**

<u>Uncontroverted Facts</u>	<u>Supporting Evidence</u>
1. Our Lady of Guadalupe School is a Catholic parish school under the jurisdiction of the Archdiocese of Los Angeles.	Plaintiff Deirdre Morrissey-Berru Deposition Transcript "Plaintiff Depo." 27:10-16; Declaration of April Beuder "Beuder Decl." ¶3; Declaration of Sister Mary Elizabeth Galt "Galt Decl." ¶1-5; Exh. 3 - History and Philosophy; Exh. 4 - Mission Statement; Exh. 5 - About Us; Exh. 26 - Catholic School Communities Faith Formation guidelines from the Los Angeles Archdioceses Administrative Handbook
2. Our Lady of Guadalupe School is a non-profit religious entity.	Beuder Decl. ¶3; Galt Decl. ¶1-5; Plaintiff Depo. 27:10-

BALLARD ROSENBERG GOLPER & SAVITT LLP  
15760 VENTURA BOULEVARD, EIGHTEENTH FLOOR  
ENCINO, CA 91436

1		19; Exh. 27 - IRS letters
2		recognizing non-profit, tax
3		exempt status of Our Lady of
4		Guadalupe parish and school;
5		Exh. 28 - State of California
6		Franchise Tax Board Entity
7		Status Letter;
8		Exh. 29 - Certificates of
9		Amendment of Articles of
10		Incorporation of Archdiocese
11		of Los Angeles Education &
12		Welfare Corporation; Exh. 3 -
13		History and Philosophy; Exh.
14		4 - Mission Statement; Exh. 5
15		- About Us; Exh. 26 -
16		Catholic School Communities
17		Faith Formation guidelines
18		from the Los Angeles
19		Archdioceses Administrative
20		Handbook
21	3. Our Lady of Guadalupe School was established to	Beuder Decl. ¶3; Galt Decl.
22	serve the educational needs of the children of the Our	¶1-5; Plaintiff Depo. 27:10-
23	Lady of Guadalupe parish.	16; Exh. 3 - History and
24		Philosophy; Exh. 4 - Mission
25		Statement; Exh. 5 - About Us
26	4. The pastor is the ex-officio chief administrative	Beuder Decl. ¶3; Beuder
27	officer of the school who carries out the policies of	Depo. 26:24-28:11, 29:5-8,
28		



BALLARD ROSENBERG GOLPER & SAVITT LLP  
15760 VENTURA BOULEVARD, EIGHTEENTH FLOOR  
CULVER CITY, CA 91436

1	the Archdiocesan Advisory Board.	100:6-8; Exh. 3 - History and
2		Philosophy; Exh. 4 - Mission
3		Statement; Exh. 5 - About Us;
4		Exh. 26 -Catholic School
5		Communities Faith Formation
6		guidelines from the Los
7		Angeles Archdioceses
8		Administrative Handbook
9	5. The faculty and staff of Our Lady of Guadalupe	Beuder Decl. ¶4; Plaintiff
10	School are committed to faith – based education,	Depo. 26:8-27:7, 28:1-6,
11	providing a quality Catholic education for the students	40:12-41:13; Beuder Depo.
12	and striving to create a spiritually enriched learning	53:24-54:9; Exh. 3 - History
13	environment, grounded in Catholic social teachings,	and Philosophy; Exh. 4 -
14	values, and traditions.	Mission Statement; Exh. 5 -
15		About Us; Exh. 6 - Blest are
16		We (OLG 0577-0596); Exh. 7
17		- Catechist Certification
18		Progress Transcript (OLG
19		0117- 0122); Exh. 8 -
20		Excerpts from Faculty
21		Handbook (OLG 0505-0528)
22	6. Plaintiff began working full time at the School as	Plaintiff Depo. 12:19-20,
23	a teacher in 1999, at the age of 48.	19:4-21
24		
25	7. The teachers at the School all work on one-year	Beuder Decl. ¶6; Plaintiff
26	fixed term contracts. Teacher contracts are only for	Depo. 20:19-23:15; Exh. 21 -
27	one year at a time, and renewal is determined on a	2014-2015 Employment
28		



BALLARD ROSENBERG GOLPER & SAVITT LLP  
15760 VENTURA BOULEVARD, EIGHTEENTH FLOOR  
EVING, CA 91436

1	year to year basis.	Agreement (OLG 0001-
2		0006); Exh. 12 - 2013-2014
3		Employment Agreement
4		(OLG 008-0012)
5	8. Our Lady of Guadalupe School has no obligation	Beuder Decl. ¶6; Plaintiff
6	to renew contracts. Plaintiff understood that there was	Depo. 20:19-23:15; Exh. 21 -
7	no implied duty by Plaintiff or the school to renew the	2014-2015 Employment
8	term employment agreements and that no cause is	Agreement (OLG 0001-
9	required by either party for non-renewal.	0006); Exh. 12 -2013-2014
10		Employment Agreement
11		(OLG 008-0012)
12	9. Plaintiff was provided with access to the School's	Beuder Decl. ¶7; Plaintiff
13	handbooks and policies during her employment. The	Depo. 23:16-24:7; 26:3-7;
14	School's policies prohibit discrimination, harassment	Exh. 8 -Excerpts from Faculty
15	and retaliation. The School also follows guidelines	Handbook (OLG 0505-0528);
16	established by the Archdiocese of Los Angeles'	Exh. 26 - Catholic School
17	Department of Catholic Schools.	Communities Faith Formation
18		guidelines from the Los
19		Angeles Archdioceses
20		Administrative Handbook
21	10. Plaintiff understood that the mission of the	Plaintiff Depo. 26:8-27:7,
22	School is to provide its students with a Catholic	28:1-3, 40:18-41:13; Beuder
23	education, including instructing them in the tenets of	Decl. ¶¶4-5, 8-17; Beuder
24	the faith and instilling in them Catholic values.	Depo. 53:24-54:9; Exh. 21 -
25	Plaintiff felt that her duties and responsibilities as a	2014-2015 Employment
26	teacher should be performed within the overriding	Agreement (OLG 0001-
27	commitment of this school mission.	0006); Exh. 12 -2013-2014
28		

BALLARD ROSENBERG GOLPER & SAVITT LLP  
15760 VENTURA BOULEVARD, EIGHTEENTH FLOOR  
ENCINO, CA 91436

1		Employment Agreement
2		(OLG 008-0012)
3	11. Plaintiff's signed employment contracts provide	Plaintiff Depo. 40:18-41:13;
4	that:	Beuder Decl. ¶5; Beuder
5	The mission of the School is to develop and	Depo. 53:24-54:9; Exh. 21 -
6	promote a Catholic School Faith Community	2014-2015 Employment
7	within the philosophy of Catholic education as	Agreement (OLG 0001-
8	implemented at the School, and the doctrines,	0006); Exh. 12 - 2013-2014
9	laws and norms of the Roman Catholic Church.	Employment Agreement
10	All your duties and responsibilities as a	(OLG 008-0012)
11	Teacher shall be performed within this	
12	overriding commitment.	
13	12. Plaintiff's signed employment contracts also state:	Plaintiff Depo. 40:18-42:13;
14	You acknowledge that the School operates	Beuder Decl. ¶5; Exh. 21 -
15	within the philosophy of Catholic education ...	2014-2015 Employment
16	You understand and accept that the values of	Agreement (OLG 0001-
17	Christian charity, temperance and tolerance	0006); Exh. 12 - 2013-2014
18	apply to your interactions with your	Employment Agreement
19	supervisors, colleagues, students, parents, staff	(OLG 008-0012)
20	and all others with whom you come in contact	
21	at or on behalf of the School. In both your	
22	professional and private life you are expected	
23	to model and promote behavior in conformity	
24	to the teaching of the Roman Catholic Church	
25	in matters of faith and morals.	
26	13. Plaintiff taught a daily religion class every year at	Plaintiff Depo. 20:7-14,
27	the School.	36:18-20; Beuder Decl. ¶8
28	14. In order to be able to teach religion, Plaintiff had	Plaintiff Depo. 30:1-32:17;
	to undergo special religious training. Through these	Beuder Depo. 62:4-64:20;
	religious training courses, Plaintiff learned about the	Exh. 7 - Catechist
	Bible and the history of the Catholic Church and	Certification Progress
	obtained catechist certifications that she was	Transcript (OLG 0117-
	knowledgeable in the Catholic religion.	0122); Beuder Decl. ¶9
	15. Plaintiff was responsible for introducing her	Plaintiff Depo. 40:12-17;
	students to Catholicism and giving students a	Beuder Depo. 53:24-54:9;

BALLARD ROSENBERG GOLPER & SAVITT LLP  
15760 VENTURA BOULEVARD, EIGHTEENTH FLOOR  
ENCINO, CA 91436

1	groundwork for their religious doctrine.	Beuder Decl. ¶8
2		
3	16. As part of Plaintiff's instruction, students were	Plaintiff Depo. 38:12-16;
4	expected to learn and express the belief that Jesus is	Exh. 6 - Blest are We (OLG
5	the son of God and the Word made flesh.	0577-0596); Beuder Decl. ¶15
6	17. The lessons Plaintiff was responsible for teaching	Plaintiff Depo. 36:18-38:10;
7	students included lessons on Creation, The Seven	Beuder Decl. ¶16; Exh. 6 -
8	Sacraments, Sacramentals, Baptism, Confirmation,	Blest are We (OLG 0577-
9	The Eucharist, Reconciliation, Holy Orders and	0596)
10	Matrimony.	
11	18. Plaintiff would teach students to be able to	Plaintiff Depo. 38:2-40:11
12	identify the ways that the church carries on the	Exh. 6 - Blest are We (OLG
13	mission of Jesus, understand the communion of saints,	0577-0596); Beuder Decl. ¶16
14	recognize the presence of Christ in the Eucharist,	
15	locate and understand stories from the Bible, and	
16	understand original sin.	
17	19. Students also received instruction from	Plaintiff Depo. 38:2-40:11;
18	Plaintiff for taking part in a prayer service of	Exh. 6 - Blest are We (OLG
19	reconciliation, praying the Apostles' Creed and the	0577-0596); Beuder Decl.
20	Nicene Creed, celebrating the sacraments, and	¶¶15-16
21	recognizing the liturgical calendar and the celebration	
22	of the sacred triduum, among numerous other	
23	religious topics.	
24	20. Plaintiff also led the class in daily prayer,	Plaintiff Depo. 32:18-33:17,
25	including Hail Mary's, as well as spontaneous prayer.	198:23-199:3; Beuder Decl.
26		¶11
27		
28		

BALLARD ROSENBERG GOLPER & SAVITT LLP  
15760 VENTURA BOULEVARD, EIGHTEENTH FLOOR  
ENCINO, CA 91436

1	21. As a teacher at the School, Plaintiff was expected	Plaintiff Depo. 42:11-13;
2	to participate in school liturgical activities.	Beuder Decl. ¶12
3	22. Plaintiff took her class to weekly Mass and	Plaintiff Depo. 34:9-35:9,
4	monthly school-wide Masses, prepared her students to	35:25-36:3, 28:25-29:21;
5	read during Mass, planned the liturgy for monthly	Beuder Depo. 107:13-108:10,
6	Masses, and escorted her students to a variety of	108:25-110:16, 182:2-18;
7	religious services, including for the Feast of our Lady,	Beuder Decl. ¶¶11-12
8	the Stations of the Cross and Lenten Services. She	
9	was also expected to attend faculty masses and	
10	monthly family masses.	
11	23. Plaintiff's performance evaluations included an	Plaintiff Depo. 163:24-165:3;
12	evaluation of the Catholic identity factors in the	Beuder Decl. ¶17; Exh. 11 -
13	classroom, whether there was visible evidence of the	June 2013 Catholic Identity
14	sacramental traditions of the Roman Catholic Church	and Professional Conduct
15	in the classroom, and whether the curriculum included	Review Form (OLG 162-
16	Catholic values infused through all subject areas.	163); Exh. 14 - November 14,
17		2013 Catholic Identity and
18		Professional Conduct Review
19		Form (OLG 195-196)
20	24. Plaintiff was responsible for administering the	Plaintiff Depo. 33:18-24;
21	yearly assessment of children religious education test	Beuder Decl. ¶10
22	- a test on Catholic teachings for the 5th grade	
23	25. All of the courses that Plaintiff taught were	Plaintiff Depo. 28:4-6;
24	expected to be informed by faith-based education.	Beuder Decl. ¶8; Exh. 3 -
25	Plaintiff was committed to faith-based education.	History and Philosophy; Exh.
26		4 - Mission Statement; Exh. 5
27		- About Us; Exh. 6 - Blest are
28		

1		We (OLG 0577-0596); Exh.
2		21 - 2014-2015 Employment
3		Agreement (OLG 0001-
4		0006); Exh. 12 - 2013-2014
5		Employment Agreement
6		(OLG 008-0012)
7	26. Plaintiff was responsible for integrating Catholic	Plaintiff Depo. 26:8-24, 28:1-
8	teachings and values into all of her classes. Plaintiff	3, 32:18-25, 40:18-42:10,
9	tried to integrate religious attitudes and values into all	163:24-165:3, 199:5-16;
10	of her curricular areas, and to instruct her students in a	Beuder Decl. ¶¶8, 17; Exh. 21
11	manner consistent with the teachings of the Church.	- 2014-2015 Employment
12		Agreement (OLG 0001-
13		0006); Exh. 12 -2013-2014
14		Employment Agreement
15		(OLG 008-0012)
16	27. Plaintiff directed and produced a performance by	Beuder Decl. ¶13; Beuder
17	the students of the Passion of the Christ as part of the	Depo. 108:25-110:16, 182:2-
18	School's Easter celebrations.	18
19	28. Plaintiff took her students to Our Lady of Angels	Plaintiff Depo. 198:4-22;
20	Cathedral in downtown Los Angeles ever year for a	Beuder Decl. ¶13
21	tour of the cathedral so they could experience serving	
22	at the cathedral altar.	
23	29. April Beuder was hired as the Principal of the	Beuder Decl. ¶12, Beuder
24	school in March of 2012, and started working there in	Depo. 8:21-22, 50:9-17
25	July 1, 2012, at age 51.	
26	30. When Mrs. Beuder was hired, the School was on	Beuder Decl. ¶18; Beuder
27	the verge of closing and needed drastic changes to	Depo. 58:15-61:25, 68:13-
28		

1	turn around declining enrollment. In 2012, there was	71:13, 72:14-73:23; Exh. 9 –
2	just one graduate in the eighth grade class. The parish	Report of Findings
3	was having to heavily subsidize the school to keep the	
4	doors open.	
5	31. In 2012, Mrs. Beuder was tasked with addressing	Beuder Decl. ¶19; Beuder
6	accreditation goals, including with regard to	Depo. 58:15-61:25, 68:13-
7	improving the school's reading program.	71:13, 72:14-73:23; Exh. 9 –
8		Report of Findings
9	32. Plaintiff understood that Mrs. Beuder made	Plaintiff Depo. 68:2-10;
10	improvement of the school's Reading and Writing	Beuder Decl. ¶20; Beuder
11	Program a top priority and acknowledged that it was	Depo. 58:15-61:25, 68:13-
12	something that really needed improvement at the	71:13, 72:14-73:23; Exh. 9 –
13	school.	Report of Findings
14	33. Plaintiff was aware that another goal of Mrs.	Plaintiff Depo. 68:11-69:24;
15	Beuder's was to make the School a more inclusive	Beuder Decl. ¶20; Beuder
16	community, including for students with special needs,	Depo. 58:15-61:25, 68:13-
17	and to implement a healthy foods plan.	71:13, 72:14-73:23; Exh. 9 –
18		Report of Findings
19	34. Mrs. Beuder asked the 5 <sup>th</sup> -8 <sup>th</sup> grade teachers to	Beuder Decl. ¶21; Plaintiff
20	formally apply for their positions for the 2012-2013	Depo. 53:14-19; Beuder
21	school year, because the declining enrollment in the	Depo. 155:21-157:4, 159:18-
22	upper grades was a serious concern.	161:19, 166:2-167:3
23	35. Mrs. Beuder formed a hiring committee which	Beuder Decl. ¶21; Plaintiff
24	interviewed Plaintiff. Plaintiff did not score well, but	Depo. 54:17-55:1; Beuder
25	Mrs. Beuder still made the decision to hire Plaintiff.	Depo. 155:21-157:4, 159:18-
26		161:19, 162:23-164:2, 175:6-
27		23, 93:18-21, 94:23-95:2
28		



1	36. Plaintiff was 61 years old when her contract was	Beuder Decl. ¶21; Plaintiff
2	renewed for the 2012-2013 school year.	Depo. 54:17-55:1
3	37. Mrs. Beuder immediately adopted a	Beuder Decl. ¶22; Exh. 9 –
4	comprehensive reading and writing curriculum and	Report of Findings; Plaintiff
5	approach for the school, called Readers and Writer's	Depo. 68:2-10; Beuder Depo.
6	Workshop.	75:4-76:5
7	38. The Workshop emphasized the use of short "mini-	Beuder Decl. ¶22; Declaration
8	lessons" and "differentiated" instruction among	of Dr. Sara Kersey ("Kersey
9	students at different levels with different needs.	Decl.") ¶¶7,11; Plaintiff
10		Depo. 98:15-17, 127:1-3;
11		75:13-19; Beuder Depo. 75:4-
12		76:5
13	39. Conferencing and mini-lessons were essential	Beuder Decl. ¶22; Kersey
14	aspects of the Reader's and Writer's workshop.	Decl. ¶¶7, 11; Plaintiff Depo.
15		98:15-17, 127:1-3; Exh. 15 -
16		January 15, 2014 Dr. Kersey
17		Writing Workshop Feedback
18		Template (OLG 430); Exh. 16
19		- Email re: Writing Wall
20		(Morrissey-Berru 94); Exh.
21		17 - Dear Diary (Morrissey-
22		Berru 91)
23	40. Mrs. Beuder hired an outside consultant, Dr.	Beuder Decl. ¶23; Kersey
24	Sarah Kerseys, as a resource for the teachers to help	Decl. ¶¶2-4; Plaintiff Depo.
25	them implement the program. Dr. Kersey taught	78:25-81:19, 123:11-19;
26	classes for the teachers about the curriculum,	Beuder Depo. 77:15-22
27	conducted classroom visits and evaluations based on	
28		

BALLARD ROSENBERG GOLPER & SAVITT LLP  
15760 VENTURA BOULEVARD, FIFTEENTH FLOOR  
ENCINO, CA 91436

1	those visits, and met with the teachers to provide	
2	observations and give suggestions for improvement.	
3	Dr. Kersey observed and coached all of the teachers,	
4	including Plaintiff, in the classroom.	
5	41. By the end of the 2012-2013 school year, Mrs.	Beuder Decl. ¶24; Kersey
6	Beuder felt that Plaintiff had not yet fully	Decl. ¶¶4-5; Plaintiff Depo.
7	implemented the Reader's and Writer's Workshop.	107:3-115:2; Beuder Depo.
8		130:25-131:11, 132:16-133:4,
9		134:23-135:22; 236:17-
10		237:12; Exh. 10 -February 12,
11		2013 Email from Beuder to
12		Plaintiff "I want to touch base
13		with you regarding Reader's
14		Workshop to see if I can help
15		you in any way" (OLG 708);
16		Exh. 11 - June 2013 Catholic
17		Identity and Professional
18		Conduct Review Form (OLG
19		162-163); Exh. 12 - 2013-
20		2014 Employment Agreement
21		(OLG 008-0012)
22	42. Plaintiff's June 2013 Evaluation by Mrs. Beuder	Beuder Decl. ¶24; Beuder
23	provided that Plaintiff needed to continue to	Depo. 130:25-131:11, 132:16-
24	implement Reader's and Writer's Workshop,	133:4, 134:23-135:22; Kersey
25	specifically integrating conferring and spending more	Decl. ¶¶4-5; Plaintiff Depo.
26	time on text. Mrs. Beuder reviewed this evaluation	107:3-115:2; Exh. 11 - June
27	with Plaintiff and both signed it.	2013 Catholic Identity and
28		



1		Professional Conduct Review
2		Form (OLG 162-163)
3	43. When Mrs. Beuder and Plaintiff met to discuss	Beuder Decl. ¶25; Beuder
4	the renewal of Plaintiff's contract for the 2013-2014	Depo. 130:25-131:11, 132:16-
5	school year, Mrs. Beuder added an additional	133:4, 134:23-135:22,
6	stipulation to Plaintiff's 2013-2014 contract that stated	103:13-104:2; Kersey Decl.
7	"fully implement readers/writers workshop."	¶¶4-5; Plaintiff Depo. 107:3-
8		115:2; Exh. 12 - 2013-2014
9		Employment Agreement
10		(OLG 008-0012)
11	44. Mrs. Beuder told Plaintiff that it was an	Plaintiff Depo. 107:3-115:2;
12	expectation for the next school year that she fully	Beuder Depo. 130:25-131:11,
13	implement Reader's and Writer's Workshop.	132:16-133:4, 134:23-135:22;
14		Exh. 12 -2013-2014
15		Employment Agreement
16		(OLG 008-0012); Exh. 11 -
17		June 2013 Catholic Identity
18		and Professional Conduct
19		Review Form (OLG 162-
20		163); Beuder Decl. ¶25
21	45. During the 2013-2014 school year, Dr. Kersey	Beuder Decl. ¶26; Kersey
22	provided extra support for Plaintiff with the	Decl. ¶¶3-5, 9; Plaintiff Depo.
23	implementation of the Workshop. Plaintiff understood	78:25-82:18, 83:4-6, 117:7-
24	that Mrs. Beuder was trying to provide her with help	14, 118:24-119:25, 123:11-
25	in implementing the Workshop.	25, 86:24-87:5; Beuder Depo.
26		134:23-135:22; Exh. 15 -
27		January 15, 2014 Dr. Kersey
28		

BALLARD ROSENBERG GOLPER & SAVITT LLP  
15760 VENTURA BOULEVARD EIGHTEENTH FLOOR  
ENCINO, CA 91436

1		Writing Workshop Feedback
2		Template (OLG 430); Exh. 10
3		- February 12, 2013 Email
4		from Beuder to Plaintiff "I
5		want to touch base with you
6		regarding Reader's Workshop
7		to see if I can help you in any
8		way" (OLG 708); Exh. 13 -
9		October 17, 2013 Emails
10		between Beuder and Plaintiff
11		re. "full implementation of
12		RW is the school-wide
13		expectation at this point."
14		(Morrissey-Berru 90)
15	46. During the 2013-2014 school year Mrs. Beuder	Beuder Decl. ¶26; Kersey
16	and Dr. Kersey continued to have concerns about	Decl. ¶¶2-14; Plaintiff Depo.
17	Plaintiff's failure to implement Reader's and Writer's	83:7-90:18, 92:9-95:6, 97:18-
18	Workshop.	98:17, 102:3-15, 105:22-
19		131:8; Beuder Depo. 138:2-
20		140:9, 240:15-241:14; Exh.
21		13 - October 17, 2013 Emails
22		between Beuder and Plaintiff
23		re. "full implementation of
24		RW is the school-wide
25		expectation at this point."
26		(Morrissey-Berru 90); Exh.
27		14 - November 14, 2013
28		

**BALLARD ROSENBERG GOLPER & SAVITT LLP**  
15760 VENTURA BOULEVARD, EIGHTEENTH FLOOR  
LYNDHURST, CA 94036

1		Catholic Identity and
2		Professional Conduct Review
3		Form (OLG 195-196); Exh.
4		15 - January 15, 2014 Dr.
5		Kersey Writing Workshop
6		Feedback Template (OLG
7		430); Exh. 16 - Email re:
8		Writing Wall (Morrissey-
9		Berru 94); Exh. 17 -Dear
10		Diary (Morrissey-Berru 91);
11		Exh. 18 - Peer Feedback re.
12		Plaintiff's Student Writing
13		Lesson (OLG 210-213); Exh.
14		19 - March 5, 2014
15		Classroom Observation
16		Report (OLG 0166-0169)
17	47. Dr. Kersey did not see evidence that Plaintiff was	Beuder Decl. ¶26; Kersey
18	properly conferring with the students or that the	Decl. ¶¶6-14; Plaintiff Depo.
19	students were writing in the classroom.	102:3-15, 106:25-107:2; 83:7-
20		14; 86:5-10; Exh. 15 +
21		January 15, 2014 Dr. Kersey
22		Writing Workshop Feedback
23		Template (OLG 430); Exh. 16
24		- Email re: Writing Wall
25		(Morrissey-Berru 94); Exh.
26		17 - Dear Diary (Morrissey-
27		Berru 91); Mitchell Decl.
28		

BALLARD ROSENBERG GOLPER & SAVITT LLP  
15760 VENTURA BOULEVARD, EIGHTEENTH FLOOR  
ENCINO, CA 91436

1		¶¶10-11
2		
3	48. Dr. Kersey was critical of Plaintiff's teaching. Dr.	Plaintiff Depo. 83:7-90:18,
4	Kersey gave Plaintiff suggestions for improvement.	97:18-98:17, 105:14-107:2;
5		Beuder Depo. 138:2-140:9;
6		Kersey Depo. ¶¶2-14; Beuder
7		Depo. ¶26; Exh. 15 - January
8		15, 2014 Dr. Kersey Writing
9		Workshop Feedback
10		Template (OLG 430); Exh. 16
11		- Email re: Writing Wall
12		(Morrissey-Berru 94); Exh.
13		17 - Dear Diary
14		(Morrissey-Berru 91)
15	49. Plaintiff admits that she put up student work that	Plaintiff Depo. 92:14-95:6;
16	she had not graded yet up in the classroom for Dr.	Exh. 16 - Email re: Writing
17	Kersey's benefit and then took it down after Dr.	Wall (Morrissey-Berru 94);
18	Kersey left the classroom.	Kersey Decl. ¶10; Exh. 15 -
19		January 15, 2014 Dr. Kersey
20		Writing Workshop Feedback
21		Template (OLG 430)
22	50. When one of the School teachers visited	Plaintiff Depo. 118:24-121:6;
23	Plaintiff's class for a Peer Visit, Plaintiff re-taught the	Beuder Decl. ¶29; Kersey
24	same lesson to her students that she had taught them	Decl. ¶10
25	the day before. Mrs. Beuder spoke with Plaintiff	
26	about this.	
27		
28		

1	51. Dr. Kersey relayed her concerns with Plaintiff's	Plaintiff Depo. 84:14-86:4;
2	failure to implement Reader's and Writer's Workshop	Beuder Decl. ¶¶26; Kersey
3	to Mrs. Beuder on many occasions.	Decl. ¶¶5, 12-13, Beuder
4		Depo. 125:21-126:9, 138:2-
5		140:9, 202:25-203:13; Exh.
6		15 -January 15, 2014 Dr.
7		Kersey Writing Workshop
8		Feedback Template (OLG
9		430)
10	52. Mrs. Beuder spoke with Plaintiff about concerns	Plaintiff Depo. 107:3-9,
11	regarding her implementation of Readers & Writers	107:25 – 108:17, Beuder
12	Workshop and need to confer with her students on	Decl. ¶¶24-32; Beuder Depo.
13	multiple occasions.	122:4-14, 130:25-131:11;
14		236:5-237:12; Kersey Decl.
15		¶¶12-13; Mitchell Decl. ¶¶9,
16		13
17	53. Plaintiff understood that Dr. Kersey and Mrs.	Plaintiff Depo. 83:7-90:18,
18	Beuder were not pleased with her performance.	92:9-95:6, 97:18-98:1, 102:3-
19		15, 105:22-131:8; Beuder
20		Depo. 122:4-14, 130:25-
21		131:11; 236:5-237:12; Kersey
22		Decl. ¶¶2-14; Beuder Decl.
23		¶¶24-32; Exh. 13 - October
24		17, 2013 Emails between
25		Beuder and Plaintiff re. "full
26		implementation of RW is the
27		school-wide expectation at
28		

BALLARD ROSENBERG GOLPER & SAVITT LLP  
15760 VENTURA BOULEVARD, EIGHTH FLOOR  
ENCINO, CA 91436

1		this point." (Morrissey-Berru
2		90); Exh. 14 - November 14,
3		2013 Catholic Identity and
4		Professional Conduct Review
5		Form (OLG 195-196); Exh.
6		15 - January 15, 2014 Dr.
7		Kersey Writing Workshop
8		Feedback Template (OLG
9		430); Exh. 16 - Email re:
10		Writing Wall (Morrissey-
11		Berru 94); Exh. 17 -Dear
12		Diary (Morrissey-Berru 91);
13		Exh. 18 - Peer Feedback re.
14		Plaintiff's Student Writing
15		Lesson (OLG 210-213); Exh.
16		19 - March 5, 2014
17		Classroom Observation
18		Report (OLG 0166-0169);
19		Mitchell Decl. ¶¶9, 13
20	54. As of October 17, 2013, full implementation of	Plaintiff Depo. 116:9-22;
21	readers workshop was the school wide expectation.	Beuder Decl. ¶28; Beuder
22		Depo. 230:12-18; Exh. 13 -
23		October 17, 2013 Emails
24		between Beuder and Plaintiff
25		re. "full implementation of
26		RW is the school-wide
27		expectation at this point."
28		

1		(Morrissey-Berru 90)
2		
3	55. In Plaintiff's November 14, 2013 Professional	Plaintiff Depo. 117:15-
4	Conduct Review Form, which Mrs. Beuder reviewed	118:23; Beuder Decl. ¶28;
5	with Plaintiff, Mrs. Beuder stated that Plaintiff needed	Exh. 14 - November 14, 2013
6	improvement in Readers Workshop, conferring, and	Catholic Identity and
7	starting writing.	Professional Conduct Review
8		Form (OLG 195-196); Kersey
9		Decl. ¶¶2-14
10	56. In February 2014, all of the teachers were asked	Plaintiff Depo. 121:7-123:10,
11	to bring a set of writing samples from one of their	Beuder Decl. ¶30; Exh. 18 -
12	lessons to be used for a Peer Lesson Study. The	Peer Feedback re. Plaintiff's
13	teachers were informed about this exercise at least a	Student Writing Lesson (OLG
14	month before it occurred.	210-213)
15	57. For the Peer Lesson Study, Plaintiff brought in a	Plaintiff Depo. 121:7-123:10,
16	poor example of student work. The teachers who	Beuder Decl. ¶30; Exh. 18 -
17	reviewed the work said it was not developed. Plaintiff	Peer Feedback re. Plaintiff's
18	acknowledges that this feedback was accurate.	Student Writing Lesson (OLG
19		210-213)
20	58. In March of 2014, Mrs. Beuder came to	Plaintiff Depo. 124:1-129:8,
21	Plaintiff's classroom for a formal observation and	130:15-131:8; Beuder Decl.
22	evaluation of a Workshop lesson, which had been	¶31; Exh. 19 - March 5, 2014
23	scheduled in advance.	Classroom Observation
24		Report (OLG 0166-0169);
25		Beuder Depo. 192:23-193:4
26	59. Mrs. Beuder did not complete the evaluation	Plaintiff Depo. 124:1-129:8,
27	because she did not feel that Plaintiff had conducted a	130:15-131:8; Beuder Decl.
28		



BALLARD ROSENBERG GOLPER & SAVITT LLP  
15760 VENTURA BOULEVARD, EIGHTEENTH FLOOR  
ENCINO, CA 91436

1	Workshop lesson.	¶31; Exh. 19 - March 5, 2014
2		Classroom Observation
3		Report (OLG 0166-0169):
4		Kersey Decl. ¶7; Morrissey
5		Decl. ¶¶10-11
6	60. Mrs. Beuder also instituted a healthy foods	Plaintiff Depo. 141:19-
7	program in the school, but Plaintiff herself would	142:24; Beuder Decl. ¶33,
8	bring in unhealthy foods for the students. Parents and	Beuder Depo. 204:15-205:19,
9	teachers would complain. Plaintiff continued to	242:10-17
10	maintain an "extra credit" policy even though Mrs.	
11	Beuder had abolished "extra credit."	
12	61. Mrs. Beuder received parental complaints that	Beuder Decl. ¶34, Plaintiff
13	Plaintiff's teaching was not rigorous enough. A parent	Depo. 140:12-19, 143:3-7;
14	complained that Plaintiff had barred her from ever	Exh. 23 -Stick Figure Family
15	communicating with her by email.	Drawing; Beuder Depo.
16		244:10-20, 268:6-21 Exh. 22 -
17		Email from Plaintiff to Parent
18		"I will no longer accept your
19		emails" (OLG 0743 - 0749);
20	62. Plaintiff worked closely with Dr. Marianne	Plaintiff Depo. 69:1-75:10;
21	Mitchell, the school psychologist who provided	Mitchell Decl. ¶¶3-4; Beuder
22	Plaintiff with concrete adjustments tailored to each	Decl. ¶¶35; Exh. 20 - Dr.
23	student with special needs.	Mitchell Notes re. Plaintiff
24		(OLG 200)
25	63. Mrs. Beuder received critical feedback from Dr.	Plaintiff Depo. 69:1-75:10;
26	Mitchell on many occasions that Plaintiff was not	Mitchell Decl. ¶¶2-13; Beuder
27	differentiating instruction for the students with special	Decl. ¶36; Exh. 20 - Dr.
28		



BALLARD ROSENBERG GOLPER & SAVITT LLP  
15760 VENTURA BOULEVARD, EIGHTEENTH FLOOR  
ENCINO, CA 91436

1	needs.	Mitchell Notes re. Plaintiff
2		(OLG 200); Beuder Depo.
3		125:21-126:9, 135:14-136:16,
4		138:2-140:9, 202:25-203:10,
5		205:20-206:7; 278:10-280:24;
6		Exh. 25 - November 6, 2014
7		Classroom Observation
8		Report (OLG 170-172)
9	64. Mrs. Beuder determined that she could not have	Plaintiff Depo. 83:7-90:18,
10	Plaintiff continue to teach Reading and Writing.	92:9-95:6, 97:18-98:17,
11		102:3-15, 105:22-131:8;
12		Beuder Depo. 240:15-241:14;
13		252:4-253:15; Beuder Decl.
14		¶37; Kersey Decl. ¶¶2-14;
15		Mitchell Decl. ¶¶10-11 Exh.
16		13 - October 17, 2013 Emails
17		between Beuder and Plaintiff
18		re. "full implementation of
19		RW is the school-wide
20		expectation at this point."
21		(Morrissey-Berru 90); Exh.
22		14 - November 14, 2013
23		Catholic Identity and
24		Professional Conduct Review
25		Form (OLG 195-196); Exh.
26		15 - January 15, 2014 Dr.
27		Kersey Writing Workshop
28		

1		Feedback Template (OLG
2		430); Exh. 16 - Email re:
3		Writing Wall (Morrissey-
4		Berru 94); Exh. 17 - Dear
5		Diary (Morrissey-Berru 91);
6		Exh. 18 - Peer Feedback re.
7		Plaintiff's Student Writing
8		Lesson (OLG 210-213); Exh.
9		19 - March 5, 2014
10		Classroom Observation
11		Report (OLG 0166-0169)
12	65. The Workshop was a progressive system that	Beuder Decl. ¶37; Kersey
13	became more challenging as the students advanced	Decl. ¶14; Beuder Depo.
14	in grade level, and Mrs. Beuder did not feel that	144:3-145:2; 240:15-241:14
15	she could continue to send Plaintiff's students to the	
16	next grade, unprepared for the next steps in the	
17	Workshop.	
18	66. In mid-May 2014, Mrs. Beuder told Plaintiff that	Beuder Decl. ¶38; Plaintiff
19	she was not implementing Reader's and Writer's	Depo. 131:14-133:9; Beuder
20	Workshop correctly.	Depo. 252:4-16; Kersey Decl.
21		¶¶2-14
22	67. Mrs. Beuder came up with the solution of offering	Beuder Decl. ¶38; Plaintiff
23	Plaintiff a part-time role for one year that would allow	Depo. 131:14-133:9; 138:6-10
24	Plaintiff to keep teaching, but avoid involvement with	Beuder Depo. 209:11-20;
25	the Workshop.	252:4-257:24, 269:2-22
26	68. Mrs. Beuder shuffled schedules and the budget	Plaintiff Depo. 138:6-10;
27	around and created a new part time position in which	Beuder Decl. ¶39, Beuder
28		

BALLARD ROSENBERG GOLPER & SAVITT LLP  
15760 VENTURA BOULEVARD, EIGHTEENTH FLOOR  
FREMONT, CA 94536

1	Plaintiff would teach 5 <sup>th</sup> grade Religion, and 5 <sup>th</sup> -7 <sup>th</sup>	Depo. 209:11-20, 210:6-14;
2	Grade Social Studies.	252:4-257:24, 269:2-22
3	69. Plaintiff was offered and accepted a part time	Plaintiff Depo. 20:19-21:17,
4	position in mid-May 2014. Plaintiff signed her	131:19-132:23; Beuder Decl.
5	employment agreement for the part-time position on	¶39; Exh. 21 - 2014-2015
6	May 19, 2014.	Employment Agreement
7		(OLG 0001-0006)
8	70. In July 2014 Mrs. Beuder hired Ms. Andrea Ruma	Plaintiff Depo. 138:11-
9	Harrington to teach 5 <sup>th</sup> grade Reading and Writing.	139:17; Beuder Decl. ¶40
10	Ms. Ruma- Harrington had over 10 years teaching	
11	experience, all of which included reading and writing	
12	teaching experience. She also had a teaching	
13	credential, a master's in education, and had served	
14	with Americore.	
15	71. Plaintiff felt that Ms. Ruma-Harrington was	Plaintiff Depo. 138:11-
16	experienced and a "very good teacher", and admired	139:17; Beuder Decl. ¶40
17	her teaching techniques.	
18	72. During the 2014-2015 school year, Mrs. Beuder	Beuder Decl. ¶41; Beuder
19	continued to field parental complaints about the lack	Depo. 244:10-20, 268:6-21;
20	of academic rigor in Plaintiff's classroom.	Plaintiff Depo. 140:13-20;
21		Exh. 23 -Stick Figure Family
22		Drawing
23	73. Plaintiff admits that "many" lessons in social	Plaintiff Depo. 140:13-20,
24	studies involved coloring maps, and her religion class	140:7-8; Beuder Decl. ¶41;
25	involved drawing pictures of families. Plaintiff did	Exh. 23 -Stick Figure Family
26	not implement mini-lessons when teaching social	Drawing
27	studies.	
28		

1	74. Dr. Mitchell continued to express frustration to	Beuder Decl. ¶42; Mitchell
2	Mrs. Beuder about Plaintiff's failure to implement the	Decl. ¶¶2-13; Beuder Depo.
3	concrete adjustments for students with special needs.	278:10-280:24; Exh. 20 - Dr.
4		Mitchell Notes re. Plaintiff
5		(OLG 200); Exh. 25 -
6		November 6, 2014 Classroom
7		Observation Report (OLG
8		170-172)
9	75. Plaintiff's need to improve in implementing the	Beuder Decl. ¶42; Mitchell
10	concrete adjustments for students with special needs	Decl. ¶¶2-13; Exh. 25 -
11	(step/maps) was also addressed with Plaintiff by Mrs.	November 6, 2014 Classroom
12	Beuder in an Observation Report.	Observation Report (OLG
13		170-172); Exh. 20 - Dr.
14		Mitchell Notes re. Plaintiff
15		(OLG 200)
16	76. Mrs. Beuder determined that the School could not	Plaintiff Depo. 138:6-10;
17	continue to financially sustain Plaintiff's extra part	Beuder Decl. ¶43; Beuder
18	time position for the 2015-2016 school year.	Depo. 269:2-15; 283:1-22;
19		Exh. 24 - Nonrenewal letter
20		(Morrissey-Berru 269)
21	77. Mrs. Beuder wanted someone teaching social	Beuder Decl. ¶43; Beuder
22	studies who would be willing and able to incorporate	Depo. 269:2-15; Plaintiff
23	the Reader's and Writer's Workshop so that these	Depo. 140:7-8; Kersey Decl.
24	lessons could be reinforced across the curriculum as	¶15; Mitchell Decl. ¶¶10-11
25	the students learning needs had changed.	
26	78. In May of 2015, Mrs. Beuder advised Plaintiff	Beuder Decl. ¶44; Plaintiff
27	that she did not have a position for Plaintiff for the	Depo. 143:25-144:12, 146:1-
28		

BALLARD ROSENBERG GOLPER & SAVITT LLP  
15760 VENTURA BOULEVARD, FIFTEENTH FLOOR  
ENCINO, CA 91436

1	2015-2016 school year because her position had been	4; Beuder Depo. 206:20-
2	eliminated due to the budget and the changing needs	207:19, 269:2-15, 272:23-
3	of the students.	273:1; 283:1-22, Exh. 24 -
4		Nonrenewal letter (Morrissey-
5		Berru 269)
6	79. Plaintiff finished out the 2014-2015 school year	Plaintiff Depo. 146:1-7;
7	which her fixed term contract provided for. Plaintiff	Beuder Decl. ¶45; Exh. 21-
8	contract expired by its own terms.	2014-2015 Employment
9		Agreement (OLG 0001-
10		0006); Exh. 24 -Nonrenewal
11		letter (Morrissey-Berru 269)
12	80. No teacher has held Plaintiff's part-time position	Plaintiff Depo. 145:20-25;
13	since the 2014-2015 school year. All of Plaintiff's	Beuder Decl. ¶44; Exh. 24 -
14	classes were absorbed by the existing staff.	Nonrenewal letter (Morrissey-
15		Berru 269)
16	81. Mrs. Beuder invited Plaintiff to lead an after-	Plaintiff Depo. 146:18-148:6;
17	school program at the School, teaching art or	Beuder Decl. ¶45; Beuder
18	photography. Art and photography were both interests	Depo. 275:23—277:25
19	of Plaintiff, which Mrs. Beuder was aware of.	
20	Plaintiff did not respond to these offers.	
21	82. Plaintiff filed her EEOC charge on June 2, 2015.	Kantor Decl. ¶4; Exh. 2 -
22		EEOC Charge (Morrissey-
23		Berru 1)
24		
25		
26		
27		
28		

1 **II. CONCLUSIONS OF LAW**

2 1. This Court has subject matter jurisdiction over the instant action pursuant  
3 to 42 U.S.C. §§ 1983 and 1988 and 28 U.S.C. §§ 1331 and 1343.

4 2. Defendant Our Lady of Guadalupe School ("Defendant") is entitled to  
5 summary judgment pursuant to Fed. R. Civ. P. 56(c), which "mandates the entry of  
6 summary judgment, after adequate time for discovery and upon motion, against a party  
7 who fails to make a showing sufficient to establish the existence of an element essential  
8 to that party's case, and on which that party will bear the burden of proof at trial."  
9 *Celotex Corp. v. Catrett*, 477 U.S. 317, 322, 106 S. Ct. 2548, 2552, 91 L. Ed. 2d 265  
10 (1986). Defendant has satisfied its' burden of "point[ing] out" the absence of evidence  
11 supporting Plaintiff's claim. *Id.* at 325. In opposition to Defendant's motion, Plaintiff  
12 has failed to "set forth specific facts showing that there remains a genuine factual issue  
13 for trial." FED. R. CIV. P. 56(e).

14 **PLAINTIFF'S FIRST CLAIM FOR RELIEF FOR DISCRIMINATION ON THE**  
15 **BASIS OF AGE (ADEA)**

16 3. Plaintiff's first claim for relief that she was discriminated against on the  
17 basis of her age in violation of the Age Discrimination in Employment Act ("ADEA"),  
18 fails as a matter of law because it is barred by the ministerial exception. *Hosanna-*  
19 *Tabor Evangelical Lutheran Church & Sch. v. EEOC* (2012) 565 U.S. 171, 190-194  
20 (ministerial exception bars discrimination claims where the teacher's job duties  
21 reflected a role in conveying the Church's message and carrying out its mission, and  
22 she had been charged with "lead[ing] others toward Christian maturity" and "teach[ing]  
23 faithfully the Word of God, the Sacred Scriptures, in its truth and purity and as set forth  
24 in all the symbolical books of the Evangelical Lutheran Church.")

25 4. Plaintiff failed to timely exhaust her administrative remedies with regard  
26 to the part time position she was assigned. *Whitman v. Mineta*, 541 F.3d 929, 932 (9th  
27 Cir. 2008) (affirming summary judgment on ADEA claim).

28

1           5.     Plaintiff's first claim for relief for discrimination on the basis of her age  
2 also fails because Defendant Our Lady of Guadalupe School had legitimate non-  
3 discriminatory reasons for assigning Plaintiff to the part time position, and she has no  
4 evidence age was the but-for reason for this decision. *Sutton v. Atlantic Richfield Co.*,  
5 646 F.2d 407, 412 (9th Cir. 1981).

6           6.     Plaintiff's first claim for relief for discrimination on the basis of her age  
7 also fails because Defendant Our Lady of Guadalupe School had legitimate non-  
8 discriminatory reasons for not renewing Plaintiff's part-time position, and she has no  
9 evidence age was the but-for reason for this decision. *Sutton v. Atlantic Richfield Co.*,  
10 646 F.2d 407, 412 (9th Cir. 1981).

11  
12  
13 DATED: August 18, 2017

BALLARD ROSENBERG GOLPER &  
SAVITT. LLP

14  
15  
16 By: 

STEPHANIE B. KANTOR

Attorneys for Defendant

OUR LADY OF GUADALUPE SCHOOL

BALLARD ROSENBERG GOLPER & SAVITT LLP  
15760 VENTURA BOULEVARD, EIGHTEENTH FLOOR  
ENCINO, CA 91436



**PROOF OF SERVICE****STATE OF CALIFORNIA, COUNTY OF LOS ANGELES**

I am employed in the County of Los Angeles, State of California. I am over the age of eighteen years and not a party to the within action; my business address is 15760 Ventura Boulevard, Eighteenth Floor, Encino, California 91436.

On August 18, 2017 I served the following document(s) described as **[PROPOSED] STATEMENT OF UNCONTROVERTED FACTS AND CONCLUSIONS OF LAW RE: MOTION OF DEFENDANT FOR SUMMARY JUDGMENT [Fed. R. Civ. P. 56]** on the interested parties in this action by placing true copies thereof enclosed in sealed envelopes addressed as follows:

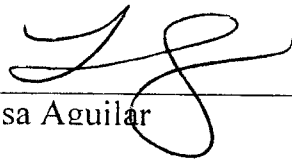
Joseph M. Lovretovich  
Cathryn Fund  
**JML LAW**  
21052 Oxnard Street  
Woodland Hills, CA 91367  
Tel: (818) 610-8800  
Fax: (818) 610-3030  
[jml@jmlaw.com](mailto:jml@jmlaw.com)  
[Cathryn@JMLLAW.com](mailto:Cathryn@JMLLAW.com)

☒ **BY ELECTRONIC MAIL TRANSMISSION: VIA CM/ECF** By electronic mail transmission by transmitting a PDF format copy of such document(s) to each such person at the email address listed below their address(es). The document(s) was/were transmitted by electronic transmission and such transmission was reported as complete and without error.

☒ **BY MAIL:** I am "readily familiar" with Ballard Rosenberg Golper & Savitt's practice for collecting and processing correspondence for mailing with the United States Postal Service. Under that practice, it would be deposited with the United States Postal Service that same day in the ordinary course of business. Such envelope(s) were placed for collection and mailing with postage thereon fully prepaid at Glendale, California, on that same day following ordinary business practices.

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

Executed on august 18, 2017 at Encino, California.

  
\_\_\_\_\_  
Lisa Aguilar



(SPACE BELOW FOR FILING STAMP ONLY)

1 LINDA MILLER SAVITT, SBN 94164  
 lsavitt@brgslaw.com  
 2 STEPHANIE KANTOR, SBN 272421  
 skantor@brgslaw.com  
 3 BALLARD ROSENBERG GOLPER & SAVITT, LLP  
 15760 Ventura Boulevard, Eighteenth Floor  
 4 Encino, CA 91436  
 Telephone: (818) 508-3700  
 5 Facsimile: (818) 506-4827

6 Attorneys for Defendant  
 OUR LADY OF GUADALUPE  
 7 SCHOOL

8 UNITED STATES DISTRICT COURT  
 9 CENTRAL DISTRICT OF CALIFORNIA

10 AGNES DEIRDRE MORRISSEY-  
 BERRU, an individual

11 Plaintiff,

12 vs.

13 OUR LADY OF GUADALUPE  
 14 SCHOOL, a California non-profit  
 corporation and DOES 1 through 50,  
 15 inclusive

16 Defendants.

CASE NO. 2:16-CV-09353-SVW-AFM

[Assigned to Hon Stephen V. Wilson]

**DEFENDANT'S NOTICE OF  
 MOTION AND MOTION FOR  
 SUMMARY JUDGMENT;  
 MEMORANDUM OF POINTS AND  
 AUTHORITIES IN SUPPORT  
 THEREOF**

[Fed. R. Civ. P. 56]

Date: September 18, 2017

Time: 1:30 p.m.

Ctrm: 10A

(Filed concurrently with Appendix of  
 Evidence; Statement of Uncontroverted  
 Facts; [proposed] Judgment; Notice of  
 Lodgment of [proposed] Judgment;  
 Notice of Lodgment of Statement of  
 Uncontroverted Facts)

Action Filed: December 19, 2016

BALLARD ROSENBERG GOLPER & SAVITT LLP  
 15760 VENTURA BOULEVARD, EIGHTEENTH FLOOR  
 ENCINO, CA 91436

1 **TO PLAINTIFF AND HER COUNSEL OF RECORD:**

2 PLEASE TAKE NOTICE that on September 18, 2017, at 1:30 p.m. or as soon  
 3 thereafter as the matter may be heard before the Honorable Judge Stephen V. Wilson in  
 4 Courtroom 10A of the above-entitled Court, located at 312 North Spring Street, Los  
 5 Angeles, California, 90012-4793, Defendant OUR LADY OF GUADALUPE  
 6 SCHOOL ("Defendant") will, and hereby does, move this Court for summary judgment  
 7 as to Plaintiff's Complaint for Damages ("Complaint") filed in this matter by Plaintiff  
 8 AGNES DEIRDRE MORRISSEY-BERRU ("Plaintiff").

9 Defendant bases this Motion on the following grounds:

10 Plaintiff Deirdre Morrissey-Beru's ("Plaintiff") first and only claim for relief  
 11 alleges that she was discriminated against on the basis of her age in violation of the Age  
 12 Discrimination in Employment Act ("ADEA"), while a teacher at Our Lady of  
 13 Guadalupe School. This claim fails as a matter of law because it is barred by the  
 14 ministerial exception. *Hosanna-Tabor Evangelical Lutheran Church & Sch. v. EEOC*  
 15 (2012) 565 U.S. 171, 190-194 (ministerial exception bars discrimination claims where  
 16 the teacher's job duties reflected a role in conveying the Church's message and carrying  
 17 out its mission, and she had been charged with "lead[ing] others toward Christian  
 18 maturity" and "teach[ing] faithfully the Word of God, the Sacred Scriptures, in its truth  
 19 and purity and as set forth in all the symbolical books of the Evangelical Lutheran  
 20 Church.").

21 This claim also fails because Plaintiff failed to timely exhaust her administrative  
 22 remedies with regard to the discrete act of assigning her to a part time position.  
 23 *Whitman v. Mineta*, 541 F.3d 929, 932 (9th Cir. 2008) (affirming summary judgment  
 24 on ADEA claim based on 180 day rule).

25 ///

26 ///

27 ///

28

1 Further, Defendant Our Lady of Guadalupe School had legitimate non-  
2 discriminatory and non-retaliatory reasons for all employment decisions made with  
3 regard to Plaintiff and she has no evidence of pretext. Indeed the same individual who  
4 made the decision to hire Plaintiff when she was 61 made the decision to not renew her  
5 contract at 64. Summary judgment should be granted as to Plaintiff's entire Complaint.

6 This motion is made following the conference of counsel pursuant to L.R. 7-3.  
7 Plaintiff has advised that she will be dismissing her second and third claim for relief  
8 and request for punitive damages. The parties are preparing a stipulation for dismissal  
9 to that effect. (Declaration of Stephanie Kantor, "Kantor Decl." ¶7.)

10  
11 DATED: August 18, 2017 BALLARD ROSENBERG GOLPER & SAVITT, LLP

12  
13 By: 

14 STEPHANIE B. KANTOR  
15 Attorneys for Defendant OUR LADY OF  
16 GUADALUPE SCHOOL  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

BALLARD ROSENBERG GOLPER & SAVITT LLP  
15760 VENTURA BOULEVARD EIGHTEENTH FLOOR  
ENCINO, CA 91436

## TABLE OF CONTENTS

I.	INTRODUCTION.....	8
II.	STATEMENT OF FACTS.....	10
A.	Our Lady of Guadalupe School Is A Non-Profit Religious Entity.....	10
B.	Plaintiff Had A Fixed Term Contract.....	10
C.	Plaintiff Was Committed To Faith-Based Education .....	10
D.	Mrs. Beuder's Hiring Mandate Is To Adopt A New Reading Program .....	13
E.	Mrs. Beuder Re-Hires Plaintiff.....	13
F.	Plaintiff Fails to Implement Readers and Writer's Workshop.....	13
G.	Mrs. Beuder Creates A Part time Position For Plaintiff.....	16
H.	Plaintiff's Contract Is Not Renewed For Business Reasons .....	17
III.	PLAINTIFF'S CLAIM IS BARRED BY THE FIRST AMENDMENT AND THE MINISTERIAL EXCEPTION .....	18
IV.	PLAINTIFF'S ASSIGNMENT TO A part-time POSITION is time-barred .....	22
V.	PLAINTIFF'S CLAIM ALSO FAILS BECAUSE THE SCHOOL HAD LEGITIMATE REASONS FOR MOVING PLAINTIFF TO A PART TIME POSITION AND SUBSEQUENTLY NOT RENEWING HER CONTRACT; PLAINTIFF CANNOT MEET THE BUT-FOR STANDARD .....	24
VI.	CONCLUSION.....	27

**TABLE OF AUTHORITIES****Page(s)****Federal Cases**

<i>Alcazar v. Corporation of the Catholic Archbishop of Seattle,</i> 627 F.3d 1288 (2010) .....	19
<i>Bashara v. Black Hills Corp.,</i> 26 F.3d 820 (8th Cir. 1994) .....	26
<i>Bass v. Joliet Pub. Sch. Dist. No. 86,</i> 746 F.3d 835 (7th Cir. 2014) .....	23
<i>Birkbeck v. Marvel Lighting Corp.,</i> 30 F.3d 507 (4th Cir. 1994) .....	25
<i>Bollard v. Cal. Province of the Soc'y of Jesus,</i> 196 F.3d 940 (9th Cir. 1999) .....	19
<i>Cannata v. Catholic Diocese of Austin,</i> 700 F.3d 169 (5th Cir. 2012) .....	18
<i>NLRB v. Catholic Bishop of Chicago,</i> 440 U.S. 490 (1979) .....	20
<i>Ciurleo v. St. Regis Parish,</i> 2016 U.S. Dist. LEXIS 139686 (E.D. Mich. Oct. 7, 2016) .....	20
<i>Clapper v. Chesapeake Conference of Seventh-Day Adventists,</i> 1998 U.S. App. LEXIS 32554 (4th Cir. 1998) .....	20
<i>EEOC v. Clay Printing Co.,</i> 955 F.2d 936 (4th Cir. 1992) .....	25
<i>Coleman v. Quaker Oats Co.,</i> 232 F.3d 1271 (9th Cir. 2000) .....	23
<i>Elvig v. Calvin Presbyterian Church,</i> 375 F.3d 951 (9th Cir. 2004) .....	19
<i>Fratello v. Archdiocese of N.Y.,</i> 863 F.3d 190 (2d Cir. 2017) .....	21

BALLARD ROSENBERG GOLPER & SAVITT LLP  
15760 VENTURA BOULEVARD, EIGHTEENTH FLOOR  
ENCINO, CA 91436

1	<i>Gross v. FBL Financial Services</i>	
2	557 U.S. 167 (2009) .....	25
3	<i>Hosanna-Tabor Evangelical Lutheran Church &amp; Sch. v. E.E.O.C.</i> ,	
4	132 S. Ct. 694 (2012) .....	18,19,20,21,22
5	<i>LaMontagne v. Amer. Convenience Products, Inc.</i> ,	
6	750 F.2d 1405 (7th Cir. 1984).....	24
7	<i>Laugesen v. Anaconda Co.</i>	
8	510 F.2d 307 (6th Cir. 1975).....	24
9	<i>LeBlanc v. Great Am. Ins. Co.</i> ,	
10	6 F.3d 836 (1st Cir. 1993) .....	27
11	<i>Lowe v. J. B. Hunt Trans. P., Inc.</i> ,	
12	963 F.2d 173 (8th Cir. 1992).....	26, 27
13	<i>Nash v. Optomec, Inc.</i> ,	
14	849 F.3d 780 (8th Cir. 2017).....	25
15	<i>Pollard v. Rea Magnet Wire Co.</i> ,	
16	824 F.2d 557 (7th Cir. 1987).....	25
17	<i>Proud v. Stone</i> ,	
18	945 F.2d 796 (4th Cir. 1991).....	26
19	<i>Rothmeier v. Investment Advisors, Inc.</i> ,	
20	85 F.3d 1328 (8th Cir. 1996).....	26
21	<i>Sahadi v. Reynolds Chemical</i> ,	
22	636 F.2d 1116 (6th Cir. 1980).....	24
23	<i>Scheitlin v. Freescale Semiconductor, Inc.</i> ,	
24	465 Fed. Appx. 698 (9th Cir. 2012) .....	25
25	<i>Stately v. Indian Cmty. Sch. of Milwaukee, Inc.</i> ,	
26	351 F.Supp.2d 858 (E.D. Wisc. 2004) .....	20
27	<i>Sutton v. Atlantic Richfield Co.</i> ,	
28	646 F.2d 407 (9th Cir. 1981).....	24
	<i>Werft v. Desert Sw. Annual Conf. of United Methodist Church</i> ,	
	377 F.3d 1099 (9th Cir. 2004).....	18

1	<i>Whitman v. Mineta,</i>	
2	541 F.3d 929 (9th Cir. 2008).....	23
3	<i>Wolf v. Buss (America), Inc.,</i>	
4	77 F.3d 914 (7th Cir. 1996).....	27
5	<i>Woods v. Cent. Fellowship Christian Acad.,</i>	
6	2012 U.S. Dist. LEXIS 196418 (N.D. Ga. Oct. 1, 2012).....	20
7	<b>State Cases</b>	
8	<i>Henry v. Red Hill Evangelical Church of Tustin</i>	
9	201 Cal.App.4th 1041 (2011).....	20

BALLARD ROSENBERG GOLPER & SAVITT LLP  
15760 VENTURA BOULEVARD, EIGHTEENTH FLOOR  
LINCING, CA 91436

10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28



## MEMORANDUM OF POINTS AND AUTHORITIES

### I. INTRODUCTION

In 2012, when April Beuder was hired as the Principal of Our Lady of Guadalupe School, the School was in dire straits, with only one student in the graduating eighth grade class. Mrs. Beuder was charged with improving parental perception of the School, including through adopting and implementing a new reading and writing program that all teachers had to be trained in, a healthy foods program, and targeted programs for special needs children. Mrs. Beuder interviewed Plaintiff Deirdre Morrissey-Beru, who already was a teacher at the school and 61 years old at the time, and decided to re-hire her pursuant to a written fixed-term contract.

As a teacher at the School, Plaintiff had two principal roles. Given that the School's foremost commitment is to provide a faith-based education rooted in the Catholic religion, Plaintiff's overriding role was to introduce her students to Catholicism, inculcate religious principles into them, and give them a firm grounding for their religious faith and education. A close second in priority was, of course, the implementation of the nascent Reader's and Writer's Workshop program, the crux of Mrs. Beuder's efforts to reverse the School's fortunes, as well as the other programs Mrs. Beuder had instituted.

After her rehire, however, while Plaintiff continued to fulfill her role as a spiritual teacher and guide for her students, she ultimately proved unable or unwilling to implement the new reading and writing program. Plaintiff also failed to follow the guidelines with regard to the healthy foods program as well as the new methods for teaching children with special needs. Plaintiff was repeatedly criticized and exhorted to improve her performance in these areas, and she was offered assistance in fulfilling that aspect of her mission. Unfortunately, Plaintiff was not able to do so, resulting in not only criticisms from her superiors and colleagues, but also complaints from parents. Mrs. Beuder thus decided to move Plaintiff into a part time position, where she would



1 not be required to implement the Workshop. Any claim with regard to the decision to  
2 move Plaintiff into a part time role is time-barred.

3 After Plaintiff's one year contract ended, the School decided to eliminate  
4 Plaintiff's part time position. That decision was based on Plaintiff's past performance  
5 deficiencies as well as financial reasons. Even though Plaintiff was already 61 years old  
6 when she was re-hired and even though she admits that she was repeatedly criticized for  
7 failing to effectively implement the program, Plaintiff sued the School claiming that the  
8 non-renewal of Plaintiff's contract was due to age discrimination in violation of the Age  
9 Discrimination in Employment Act (ADEA) (29 U.S.C. § 621 *et seq.*). As demonstrated  
10 below, Plaintiff's claim is foreclosed by well-settled law and the undisputed facts.

11 Plaintiff alleges that she was discriminated against on the basis of her age in  
12 violation of the ADEA. This claim fails as a matter of law because it is barred by a  
13 doctrine called the ministerial exception. This doctrine, which is rooted in the First  
14 Amendment's Free Exercise of Religion Clause, prohibits government interference in  
15 the hiring and firing decisions of religious organizations, including religious schools,  
16 when the employees involved have religious or spiritual duties. Plaintiff's duties as a  
17 teacher at the School qualified her as a "minister" under this doctrine. Plaintiff's  
18 primary mission as a teacher was to impart to her students the tenets of the Catholic  
19 faith. Plaintiff taught religion, led her students in prayer, and fulfilled a host of other  
20 religious tasks and duties. The School's decision not to renew Plaintiff's contract,  
21 therefore, fell squarely within the ministerial exception and was protected under the  
22 Free Exercise Clause.

23 Additionally, Plaintiff's claim fails because the School had legitimate reasons for  
24 the employment decisions regarding Plaintiff. Implementing the new reading and other  
25 programs was a critical aspect of Plaintiff's job, and Mrs. Beuder judged that Plaintiff's  
26 performance was simply deficient in this area. Those performance deficiencies were  
27 documented and addressed with Plaintiff during Plaintiff's tenure at the School,  
28 something Plaintiff cannot deny. Further, the School had an additional legitimate

1 reason when it ultimately decided not to renew Plaintiff's contract, namely, the need to  
2 eliminate the position for financial reasons. Nor is there any independent evidence of  
3 age discrimination. Indeed, the same individual who made the decision to hire Plaintiff  
4 when she was 61, made the decision to not renew her contract a few years later, when  
5 Plaintiff was 64. In sum, Plaintiff's claim suffers from multiple legal infirmities, and  
6 accordingly summary judgment, should be granted for Defendant.

7 **II. STATEMENT OF FACTS**

8 **A. Our Lady of Guadalupe School Is A Non-Profit Religious Entity**

9 Our Lady of Guadalupe School is a Catholic parish school operated by the parish  
10 under the jurisdiction of the Archdiocese of Los Angeles. The parish, of which the  
11 School forms a part, is a non-profit religious entity. The School was established to  
12 serve the educational needs of the children of the Our Lady of Guadalupe parish. The  
13 pastor is the ex-officio chief administrative officer of the school, and he carries out the  
14 policies of the Archdiocesan Advisory Board. (Uncontroverted Facts "UF" 1-4)

15 The faculty and staff of the School are committed to faith – based education, with  
16 their overriding mission to provide a quality Catholic education for the students in a  
17 spiritual environment grounded in Catholic teachings, values, and traditions. (UF 5)

18 **B. Plaintiff Had A Fixed Term Contract**

19 Plaintiff began working full time at the School as a teacher in 1999, at the age of  
20 48. The teachers at the School all work on one-year fixed term contracts, with renewal  
21 determined on a year to year basis at the School's discretion. Plaintiff understood that  
22 there was no implied duty or obligation by the School to renew the employment  
23 agreement and that no cause is required for non-renewal. The School provided Plaintiff  
24 with access to employee handbooks and policies during her employment. Those  
25 policies prohibit discrimination, harassment and retaliation. (UF 6-9)

26 **C. Plaintiff Was Committed To Faith-Based Education**

27 Plaintiff understood the mission of the School is to provide its students with a  
28 Catholic education, including instructing them in the tenets of the faith and instilling in

1 them Catholic values. As a teacher, Plaintiff's overriding obligation was to implement  
2 this mission. This was spelled out in her employment contracts, which provided:

3 The mission of the School is to develop and promote a Catholic School  
4 Faith Community within the philosophy of Catholic education as  
5 implemented at the School, and the doctrines, laws and norms of the  
6 Roman Catholic Church. All your duties and responsibilities as a Teacher  
shall be performed within this overriding commitment.

7 The employment agreement also contained the following religious mandate:

8 You acknowledge that the School operates within the philosophy of  
9 Catholic education ... You understand and accept that the values of  
10 Christian charity, temperance and tolerance apply to your interactions  
11 with your supervisors, colleagues, students, parents, staff and all others  
12 with whom you come in contact at or on behalf of the School. In both  
your professional and private life you are expected to model and promote  
13 behavior in conformity to the teaching of the Roman Catholic Church in  
matters of faith and morals.

14 Plaintiff signed these contracts. (UF 10-12)

15 Consistent with her contractual obligation, Plaintiff taught a religion class every  
16 year of her employment at the School. To teach religion, Plaintiff had to undergo  
17 special religious training. In these religious training courses, Plaintiff learned about the  
18 Bible and the history of the Catholic Church and obtained catechist certifications that  
19 she was knowledgeable in the Catholic religion. (UF 13-14)

20 As she admitted in her deposition, Plaintiff was responsible for introducing her  
21 students to Catholicism and giving them a grounding for their faith. As a Religion  
22 instructor, Plaintiff conducted *daily* religious instruction. She taught students that Jesus  
23 is the son of God and the Word made flesh. and her lessons included Creation, The  
24 Seven Sacraments, Sacramentals, Baptism, Confirmation, The Eucharist,  
25 Reconciliation, Holy Orders and Matrimony. Among other things, Plaintiff would teach  
26 students to identify the ways that the Church carries on the mission of Jesus, understand  
27 the communion of saints, recognize the presence of Christ in the Eucharist, locate and  
28 understand stories from the Bible, and understand Original Sin. Students also received

1 instruction from Plaintiff in praying the Apostles' Creed, the Nicene Creed and taking  
2 part in a prayer service of Reconciliation, as well as celebrating the Sacraments and the  
3 Sacred Triduum, and recognizing the liturgical calendar, among numerous other  
4 religious topics. (UF 13-19)

5 Plaintiff also led the class in *daily* prayer, including Hail Mary's, as well as  
6 spontaneous prayer. As a teacher at the School, Plaintiff also participated in liturgical  
7 activities. She took her class to weekly Mass and monthly school-wide Masses,  
8 prepared her students to read during Mass, planned the liturgy for monthly Masses, and  
9 escorted her students to a variety of religious services, including for the Feast of Our  
10 Lady, the Stations of the Cross and Lenten Services. She was also expected to attend  
11 faculty masses and monthly family masses. (UF 20-22)

12 Plaintiff's performance evaluations included an evaluation of the Catholic  
13 identity factors in the classroom, and whether there was visible evidence of the  
14 sacramental traditions of the Roman Catholic Church in the classroom. Plaintiff was  
15 also responsible for administering the yearly assessment of children's religious  
16 education test – a test on Catholic teachings for the 5th grade. (UF 23-24)

17 All of the courses Plaintiff taught, not just religion, were informed by faith-based  
18 education. Plaintiff was responsible for integrating Catholic teachings and values into  
19 all of her classes and into all of her curricular areas to the extent possible. Indeed, she  
20 was also evaluated with regard to whether she was ensuring the curriculum included  
21 Catholic values infused through all subject areas. (UF 25-26)

22 Plaintiff was not simply going through the motions in attending to the spiritual  
23 education of her pupils. She was a true believer in the School's mission. For example,  
24 in addition to her regular duties, Plaintiff directed and produced a yearly performance  
25 by the students of the Passion of the Christ during Easter. Plaintiff even took her  
26 students to Our Lady of Angels Cathedral in downtown Los Angeles every year so they  
27 could experience serving at the cathedral altar. (UF 27-28)

28

1           **D. Mrs. Beuder's Hiring Mandate Is To Adopt A New Reading Program**

2           Mrs. Beuder was hired as the School's Principal in March of 2012, and started  
3 working there in July 1, 2012, at age 51. When she was hired, the school was on the  
4 verge of closing and needed drastic changes to turn around declining enrollment. For  
5 example, the year before Mrs. Beuder came on board, there was only one graduate in  
6 the eighth grade class. The parish was heavily subsidizing the school to keep the doors  
7 open. (UF 29-30)

8           In 2012, when Mrs. Beuder started, she was tasked with addressing critical goals  
9 and action items that accreditation organizations for Catholic schools had identified for  
10 Our Lady of Guadalupe School, including improvements in the reading and writing  
11 curriculum. Indeed, the accreditors Report of Findings identified the following critical  
12 goals: "Integrate and adopt new reading program for grades 2-5" and "systemize the  
13 use of STEP/MAP" (or plans which designate minor adjustments tailored for each  
14 student with special needs). (UF 31)

15           Plaintiff understood that Mrs. Beuder made improvement of the School's reading  
16 and writing program a top priority. Plaintiff was also aware that another goal of Mrs.  
17 Beuder's was to make the School a more inclusive community, including for students  
18 with special needs. (UF 32-33)

19           **E. Mrs. Beuder Re-Hires Plaintiff**

20           Because Mrs. Beuder was essentially rebooting the School in her efforts to  
21 remedy its serious problems, she asked the 5th-8th grade teachers to formally re-apply  
22 for their positions for the 2012-2013 school year. To that end, Mrs. Beuder formed a  
23 hiring committee which interviewed Plaintiff. Plaintiff did not score well, but Mrs.  
24 Beuder still decided to hire her. Mrs. Beuder was 51 years old, and Plaintiff was 61  
25 years old at the time. (UF 34-36)

26           **F. Plaintiff Fails to Implement Readers and Writer's Workshop**

27           Mrs. Beuder made improvement of the school's reading program a top priority.  
28 She immediately adopted a comprehensive reading and writing curriculum called



1 Readers and Writer's Workshop. The Workshop emphasized the use of short "mini-  
2 lessons" followed by individual student work time that gave the teacher an opportunity  
3 to "confer" with students and "differentiate" instruction among students at different  
4 levels, depending on students' needs. (UF 37-39)

5 Mrs. Beuder hired an outside consultant, Dr. Sarah Kerseys, as a resource for the  
6 teachers to help them implement the program. Dr. Kersey taught classes for the teachers  
7 about the curriculum, conducted classroom visits and evaluations based on those visits,  
8 and met with the teachers to provide observations and give suggestions for  
9 improvement. Dr. Kersey observed and coached all of the teachers, including Plaintiff,  
10 in the classroom. (UF 40)

11 By the end of the 2012-2013 school year, Mrs. Beuder determined that Plaintiff  
12 had not fully implemented the program in her class. Plaintiff's June 2013 Evaluation by  
13 Mrs. Beuder indicated that Plaintiff "need[ed] improvement in continuing to  
14 implement Reader's and Writer's Workshop, specifically integrating conferring  
15 and spending more time on text." Mrs. Beuder reviewed this evaluation with Plaintiff  
16 and both signed it. (UF 41-42)

17 In addition, when Mrs. Beuder and Plaintiff met to discuss the renewal of  
18 Plaintiff's contract for the 2013-2014 school year, Mrs. Beuder specifically added a  
19 stipulation to Plaintiff's 2013-2014 contract stating that one of her job duties would be  
20 to "fully implement readers/writers workshop." Mrs. Beuder told Plaintiff that it  
21 was an expectation for the next school year that she fully implement the reading and  
22 writing program. (UF 43-44)

23 Plaintiff understood that Mrs. Beuder was trying to provide her with help in  
24 implementing the Workshop. During the 2013-2014 school year, Dr. Kersey provided  
25 extra support for Plaintiff's implementation of the Workshop. However, Mrs. Beuder  
26 and Dr. Kersey continued to have concerns about Plaintiff's failure to implement the  
27 program. In particular, Dr. Kersey did not see evidence that Plaintiff was properly  
28 conferring with the students or that the students were writing in the classroom, both

1 essential components of the new program. She also was generally critical of her  
2 teaching methods, giving her suggestions for improvement. (UF 45-48)

3 Incredibly, in her deposition, Plaintiff admitted that there was an element of  
4 pretense in her purported compliance with Dr. Kersey's feedback. For example, she  
5 would deliberately put up in the classroom student work that she had not even graded,  
6 just for Dr. Kersey's benefit, and then take it down immediately after Dr. Kersey left  
7 the classroom. Plaintiff's pretense at compliance with the program extended to peer  
8 visits as well. When another teacher visited Plaintiff's class, Plaintiff re-taught the *exact*  
9 *same* lesson to her students that she had taught them the day before, drawing an  
10 admonition from Mrs. Beuder. (UF 49-50)

11 Dr. Kersey relayed her concerns regarding Plaintiff's failure to implement the  
12 program to Mrs. Beuder on many occasions. Mrs. Beuder also spoke with Plaintiff  
13 about concerns regarding her implementation of the program on multiple occasions.  
14 None of this was a surprise to Plaintiff, who understood that Dr. Kersey and Mrs.  
15 Beuder were not pleased with her performance. (UF 51-53)

16 As of October 17, 2013, full implementation of readers workshop was the  
17 school-wide expectation. In Plaintiff's November 14, 2013 Professional Conduct  
18 Review Form, which Mrs. Beuder reviewed with Plaintiff, Mrs. Beuder stated that  
19 Plaintiff needed improvement in the Workshop, including in the conferring and writing  
20 requirements. (UF 54-55)

21 In February 2014, all of the teachers were asked to bring a set of writing samples  
22 from one of their lessons to be used for a Peer Lesson Study. The teachers were  
23 informed about this exercise at least a month in advance and expected to bring in a  
24 lesson they were proud of. Yet Plaintiff brought in a poor example of student work, as  
25 the other teachers confirmed. Plaintiff acknowledges that this negative feedback was  
26 deserved. (UF 56-57)

27 In March of 2014, Mrs. Beuder visited Plaintiff's classroom to observe and  
28 evaluate a Workshop lesson. Even though the visit had been scheduled in advance,

1 Plaintiff failed to teach a lesson using the essential elements of the Workshop – a mini-  
2 lesson and conferring. Mrs. Beuder advised Plaintiff that she was not able to complete  
3 Plaintiff's evaluation because she did not feel that Plaintiff had conducted a Workshop  
4 lesson. (UF 58-59)

5 The Workshop was not the only program introduced by Mrs. Beuder that  
6 Plaintiff was unwilling or unable to carry out. Plaintiff failed to comply with the new  
7 healthy foods requirements as well. For example, Plaintiff would bring in unhealthy  
8 foods for the students in violation of the policy, something about which parents and  
9 teachers complained. Plaintiff also continued to maintain an "extra credit" policy, even  
10 though Mrs. Beuder had abolished "extra credit" at the School. Another parent  
11 complained that Plaintiff had barred her from communicating with Plaintiff by email.  
12 There were also parental complaints that Plaintiff's teaching was not rigorous enough  
13 (e.g. excessive coloring and drawing as opposed to substantive learning). (UF 60-61)

14 In addition, Mrs. Beuder received critical feedback from Dr. Marianne Mitchell,  
15 the school psychologist with regard to Plaintiff's failure to differentiate learning for  
16 students with special needs. Plaintiff worked closely with Dr. Mitchell, who provided  
17 Plaintiff with concrete minor adjustments tailored for each student with special needs.  
18 Dr. Mitchell complained to Mrs. Beuder on many occasions that Plaintiff was not  
19 following these plans. (UF 62-63)

20 **G. Mrs. Beuder Creates A Part time Position For Plaintiff**

21 Because of Plaintiff's performance problems, Mrs. Beuder determined that, for  
22 the sake of the students, she could not have Plaintiff continue to teach the Reading and  
23 Writing Workshop. The Workshop was a progressive system that became more  
24 challenging as the students advanced in grade level, and Mrs. Beuder did not feel that  
25 she could continue to send Plaintiff's students to the next grade, unprepared for the next  
26 steps in the Workshop. (UF 64-65)

27 In mid-May 2014, Mrs. Beuder told Plaintiff that she was not implementing the  
28 Workshop program correctly and that the School needed to come up with a solution for



1 her role. Ultimately, Mrs. Beuder shuffled schedules and money in the budget and  
2 created a new part time position for Plaintiff to teach 5<sup>th</sup> grade Religion and 5<sup>th</sup>-7<sup>th</sup>  
3 Grade Social Studies. In mid-May 2014 Mrs. Beuder offered Plaintiff the part time  
4 position for one year that would allow Plaintiff to keep teaching but avoid any  
5 involvement with the Workshop. Plaintiff accepted the offer in mid-May 2014 and  
6 expressed gratitude for this position. Plaintiff signed her employment agreement for the  
7 part-time position on May 19, 2014. (UF 66-69)

8 In July 2014, Mrs. Beuder hired Ms. Andrea Ruma Harrington, age 39, for a part  
9 time position teaching 5<sup>th</sup> grade Reading and Writing. Ms. Ruma- Harrington had over  
10 10 years teaching experience, all of which included reading and writing teaching  
11 experience. She also had a teaching credential, a masters in education, and had served  
12 with Americore. Plaintiff felt that Ms. Ruma-Harrington was experienced and a "very  
13 good teacher," and even admired her teaching techniques. (UF 70-71)

14 **H. Plaintiff's Contract Is Not Renewed For Business Reasons**

15 During the 2014-2015 school year, Mrs. Beuder continued to field parental  
16 complaints about the lack of academic rigor in Plaintiff's classroom. Plaintiff did not  
17 implement mini-lessons when teaching social studies. Plaintiff admits that "many"  
18 lessons in social studies involved coloring maps, while her religion class involved  
19 drawing pictures of families. Dr. Mitchell also continued to express frustration to Mrs.  
20 Beuder about Plaintiff's failure to implement the concrete adjustments for students with  
21 special needs. This is something that Mrs. Beuder also addressed with Plaintiff in an  
22 Observation Report. (UF 72-75)

23 Further, the School could not continue to financially sustain this extra part time  
24 position for the 2015-2016 school year. The position had only been budgeted for one  
25 year and was not sustainable going forward. In addition, while the initial goal had been  
26 to implement the Workshop program in Reading and Writing class, as the program took  
27 off and students' learning needs changed and advanced, Mrs. Beuder wanted a social  
28 studies teacher who could incorporate the Workshop program into the social studies

1 curriculum. Thus, in May of 2015, Mrs. Beuder advised Plaintiff that she did not have a  
2 position for Plaintiff for the 2015-2016 school year because her position had been  
3 eliminated and consequently her contract would not be renewed. Mrs. Beuder  
4 confirmed in writing to Plaintiff that the part-time position was being eliminated due to  
5 the budget and the changing needs of the students. (UF 76-78)

6 Plaintiff completed the term of her 2014-2015 school year contract. No teacher  
7 has held her part-time position since it was eliminated. Instead, all of Plaintiff's classes  
8 were absorbed by the existing staff. Despite not renewing Plaintiff's contract, Mrs.  
9 Beuder invited Plaintiff to lead an after-school program at the school, teaching art or  
10 photography, both interests of Plaintiff which Mrs. Beuder was aware of. Plaintiff did  
11 not respond to these offers. (UF 79-81)

12 Plaintiff filed her charge with the Equal Employment Opportunity Commission  
13 ("EEOC") on June 2, 2015. (UF 82)

14 **III. PLAINTIFF'S CLAIM IS BARRED BY THE FIRST AMENDMENT AND**  
15 **THE MINISTERIAL EXCEPTION**

16 As noted, the Defendant in this case is a religious organization. In particular, it is  
17 a religious School, and Plaintiff was a teacher at the School. The religious status of the  
18 School gives rise to an insurmountable legal bar that dispose of Plaintiff's claim.

19 The ministerial exception is an exception to Title VII of the Civil Rights Act, and  
20 its supplemental legislation, the ADEA. The exception is "grounded in the First  
21 Amendment," and "precludes application of such legislation to claims concerning the  
22 employment relationship between a religious institution and its ministers." *See*  
23 *Hosanna-Tabor Evangelical Lutheran Church & Sch. v. E.E.O.C.*, 132 S. Ct. 694, 704  
24 (2012); *Cannata v. Catholic Diocese of Austin*, 700 F.3d 169 (5th Cir. 2012)  
25 (ministerial exception bars claims under the ADEA). The ministerial exception is  
26 "intended to protect the relationship between a religious organization and its clergy  
27 from constitutionally impermissible interference by the government." *Werft v. Desert*  
28

1 *Sw. Annual Conf. of United Methodist Church*, 377 F.3d 1099, 1101 (9th Cir. 2004);  
2 *Bollard v. Cal. Province of the Soc'y of Jesus*, 196 F.3d 940, 945-946 (9th Cir. 1999).

3       There can be no genuine dispute here that the School is a religious institution.  
4 (UF 1-5) Nor can Plaintiff legitimately dispute that as a teacher at the School, she was  
5 a “minister” within the meaning of the ministerial exception. *See Hosanna-Tabor*, 132  
6 S. Ct. at 705. Whether someone is a “minister” depends on the circumstances of her  
7 employment, including her education before and during her tenure, her title and most  
8 importantly her job duties. *See Hosanna-Tabor*, 132 S. Ct. at 707. “The paradigmatic  
9 application of the ministerial exception is to the employment of an ordained minister ...  
10 [b]ut the ministerial exception encompasses more than a church’s ordained ministers.”  
11 *Alcazar v. Corporation of the Catholic Archbishop of Seattle*, 627 F.3d 1288, 1291  
12 (2010). Thus, the ministerial exception may apply “notwithstanding the assignment of  
13 some secular responsibilities.” *Alcazar*, 627 F.3d at 1293. Courts “look[] to the  
14 function of the position rather than to ordination in deciding whether the ministerial  
15 exception applies to a particular employee’s Title VII claim.” *Elvig v. Calvin*  
16 *Presbyterian Church*, 375 F.3d 951, 958 (9th Cir. 2004).

17       In *Hosanna-Tabor*, a teacher at a religious school taught a forty-five minute  
18 religion class four days a week, in addition to teaching math, language arts, social  
19 studies, science, physical education, art and music. *Hosanna-Tabor*, 132 S. Ct. at 700,  
20 709. The teacher led the students in prayer and devotional exercises each day, and  
21 attended a weekly school-wide chapel service, which she led about twice a year.  
22 *Hosanna-Tabor*, 132 S. Ct. at 700. After she was terminated, the plaintiff sued the  
23 school under the Americans with Disability Act (“ADA”). The Supreme Court held  
24 that the teacher was a “minister” within the meaning of the ministerial exception. *Id.* at  
25 132 S. Ct. at 707-10. In so holding, the Court expressly rejected the contention that the  
26 teacher was not a minister because “her religious duties consumed only 45 minutes of  
27 each workday, and that the rest of her day was devoted to teaching secular subjects.” *Id.*  
28 at 132 S. Ct. at 709. The Court explained that because teaching religion was one of the

1 plaintiff's primary duties, she was a "minister" for purposes of the ministerial  
2 exception, despite the fact that she taught mainly secular subjects, and that therefore her  
3 claim was barred as a matter of law. *Id.* at 707-710.

4 Consistent with the rationale of *Hosanna-Tabor*, the Supreme Court has  
5 recognized generally the "critical and unique role of the teacher in fulfilling the mission  
6 of a church-operated school." *NLRB v. Catholic Bishop of Chicago*, 440 U.S. 490, 501,  
7 59 L. Ed. 2d 533, 99 S. Ct. 1313 (1979). Other federal courts have followed suit. *Biel*  
8 *v. St. James School*, CV 15-04248 TJH (ASx), C.D. Cal. Jan. 17, 2017 (granting  
9 summary judgment as to ADA because fifth grade teacher who taught religion and  
10 prayed with her students was subject to ministerial exception); *Ciurleo v. St. Regis*  
11 *Parish*, 2016 U.S. Dist. LEXIS 139686, \*5 (E.D. Mich. Oct. 7, 2016) (ministerial  
12 exception barred ADEA claims of teacher because duties of giving daily religious  
13 instruction and leading morning prayers "are the hallmark of religious exercises  
14 through which religious communities transmit their received wisdom and heritage to  
15 the next generation of believers"); *Clapper v. Chesapeake Conference of Seventh-Day*  
16 *Adventists*, 1998 U.S. App. LEXIS 32554, \*7 (4th Cir. 1998) (ministerial exception  
17 barred elementary teacher's ADEA claim of discrimination because his duties included  
18 leading students in prayer, Bible instruction, and incorporating church doctrine into  
19 curriculum); *Woods v. Cent. Fellowship Christian Acad.*, 2012 U.S. Dist. LEXIS  
20 196418, 11-13 (N.D. Ga. Oct. 1, 2012) (granting summary judgment of plaintiff  
21 teacher's claims nothing that although plaintiff taught some secular classes, he also  
22 taught a Bible class, led students in prayer, and took his students to weekly chapel);  
23 *Stately v. Indian Cmty. Sch. of Milwaukee, Inc.*, 351 F.Supp.2d 858, 870 (E.D. Wisc.  
24 2004) (applying ministerial exception where school required teachers to incorporate  
25 religion into classes); *Henry v. Red Hill Evangelical Church of Tustin* 201 Cal.App.4th  
26 1041, 1049-50, 1055 (2011) (plaintiff "fulfilled [spiritual] function by teaching her  
27 preschoolers religion, leading them in prayers every day, and leading chapel services.  
28 She taught religion and spread the faith.").

1 Just last month, the Second Circuit held in *Fratello v. Archdiocese of N.Y.*, 863  
2 F.3d 190 (2d Cir. 2017), that the performance of non-religious duties does not preclude  
3 application of the ministerial exception, provided the employee has spiritual duties as  
4 well. Thus, even though the principal in *Fratello* was expressly designated as a “lay”  
5 principal and even spent the majority of her time performing secular functions, the  
6 Second Circuit held that the ministerial exception applied to the principal’s claims for  
7 discrimination and retaliation, barring those claims as a matter of law. As the court  
8 explained, it was not material that the plaintiff “performed many secular administrative  
9 duties” given that she also, as principal, “served many religious functions to advance  
10 the School’s Roman Catholic mission.” *Id.* “The most important consideration . . . is  
11 whether, and to what extent, the plaintiff performed important religious functions”. (*Id.*)

12 Here, Plaintiff was a minister because her employment contract and job duties  
13 establish that her “job duties reflected a role in conveying the Church’s message and  
14 carrying out its mission.” See *Hosanna-Tabor*, 132 S. Ct. at 708; *Fratello*, *supra*. Just  
15 as the plaintiff in *Hosanna-Tabor* taught religion and prayed with her students, Plaintiff  
16 conveyed the Church’s message by teaching religion to her students every day. She  
17 prayed with the students on a daily basis, accompanied them to weekly and monthly  
18 Mass, and planned the liturgy for special Masses. Plaintiff was a messenger of the  
19 faith, introducing her students to Catholicism and giving them a groundwork for their  
20 religious faith. (UF 10-28) See *Hosanna-Tabor*, 132 S. Ct. at 700, 708.

21 Further, Plaintiff clearly sought to carry out the School’s mission by, for  
22 example, integrating Catholic values and teachings into all of her lessons, leading the  
23 students in religious plays, and attending regular catechist certifications. She also  
24 taught her students the tenets of the Catholic religion, how to pray, and instructed them  
25 on a host of other religious topics. Plaintiff also administered the yearly assessment of  
26 the children religious education test. (UF 10-28) All of this was consistent with  
27 Plaintiff’s employment contract, which expressly provided that the overriding mission  
28



1 of the School and its teachers was to instill the Catholic faith into the students and teach  
2 them the doctrines, traditions, rituals and practices of the Catholic religion.

3 As a teacher at the School, therefore, Plaintiff's primary role and duty was to act  
4 as a messenger and teacher of the Catholic faith—an obligation Plaintiff fulfilled  
5 willingly and enthusiastically. Yet, Plaintiff's complaint calls upon a federal court to  
6 interfere in the School's freedom to choose who will convey its religious message,  
7 something the High Court has held to be categorically impermissible. *See Hosanna-*  
8 *Tabor*, 132 S. Ct. at 708. As such, the ministerial exception stands as an absolute bar to  
9 Plaintiff's ADEA claims.

10 In sum, the federal ministerial exception removes the employment decisions of  
11 religious associations and schools from the realm of tort liability under statutes like the  
12 ADEA. These exceptions are consistent with, and in recognition of, the unique role of  
13 religious organizations in our society, as well as the paramount importance of the Free  
14 Exercise Clause. Because Plaintiff's ADEA claim falls within the parameters of the  
15 ministerial exception, it is barred as a matter of law.

16 **IV. PLAINTIFF'S ASSIGNMENT TO A PART-TIME POSITION IS TIME-**  
17 **BARRED**

18 Because the ministerial exception bars Plaintiff's claim as a matter of law, this  
19 Court need not reach the alternative grounds raised in this motion. But any  
20 consideration of those grounds would lead to the same result—summary judgment for  
21 the School. Plaintiff's claim appears to be premised on two discrete alleged adverse  
22 employment actions — (1) her May 19, 2014 assignment to a part time position and (2)  
23 the May 2015 decision not to renew her part time contract. Plaintiff failed to timely  
24 exhaust her administrative remedies with regard to the part time position and therefore  
25 the discrete alleged adverse employment action of moving Plaintiff to a part-time  
26 position is time-barred.

27 Specifically, Plaintiff was offered and accepted the part time position in mid-  
28 May 2014, and signed her 2014-2015 contract for the part-time position on May 19,

1 2014. However, she did not file her charge with the EEOC until June 2, 2015, *more*  
 2 *than 300 days* from May 19, 2014. (UF 69, 82) A jurisdictional pre-requisite to a claim  
 3 under Title VII is a timely charge of discrimination filed with the EEOC, and therefore  
 4 any claims with regard to the part-time position are barred.<sup>1</sup> 42 USC § 2000e-5;  
 5 *Whitman v. Mineta*, 541 F.3d 929, 932 (9th Cir. 2008) (affirming summary judgment  
 6 on ADEA claim based on 180 day rule). In *Bass v. Joliet Pub. Sch. Dist. No. 86*, 746  
 7 F.3d 835, 840 (7th Cir. 2014), the court found that the district court had correctly  
 8 determined that the plaintiff female custodian's claim about the reassignment of her  
 9 duties was time barred because she failed to file her EEOC charge within 300 days of  
 10 her reassignment of duties. The Court further noted that reassignment of duties is a  
 11 discrete act and nothing about its duration or repetition changes its nature in such a way  
 12 that a cumulative violation could arise.

13 Indeed, Plaintiff does not even allege the decision to employ her in a part time  
 14 position as an adverse employment action under her first claim for relief, and therefore  
 15 it is outside of the scope of this claim. (*Coleman v. Quaker Oats Co.*, 232 F.3d 1271,  
 16 1292 (9th Cir. 2000).)

17 ///

18 ///

19 ///

20 ///

21 ///

22 ///

23 ///

24

25

26

27 <sup>1</sup>The EEOC requires that a complainant file a charge of discrimination within 180 days of the alleged  
 28 discrimination (or 300 days if the state where the conduct occurred has a law which prohibits  
 employment discrimination on the same basis). 42 USC § 2000e-5.

**V. PLAINTIFF'S CLAIM ALSO FAILS BECAUSE THE SCHOOL HAD  
LEGITIMATE REASONS FOR MOVING PLAINTIFF TO A PART  
TIME POSITION AND SUBSEQUENTLY NOT RENEWING HER  
CONTRACT; PLAINTIFF CANNOT MEET THE BUT-FOR STANDARD**

Even if the above defects are overlooked, Plaintiff's claim fails on its merits because the School had legitimate reasons for its employment decisions and ADEA claims require a "but-for" analysis. *Sutton v. Atlantic Richfield Co.*, 646 F.2d 407, 412 (9th Cir. 1981). With regard to moving Plaintiff to a part time position, that decision was entirely proper because Plaintiff was unable to implement the reading and writing program. Plaintiff's performance deficiencies in this regard were well-documented and, indeed, Plaintiff all but conceded to them in her deposition.

Nor does Plaintiff have any evidence of pretext or age discrimination. The teacher who was hired to teach the 5<sup>th</sup> grade reading and writing Class, while younger, was qualified, experienced and a "very good" teacher, as Plaintiff herself acknowledged. (UF 70-71) The law is clear that merely replacing an older worker with a younger employee does not create a genuine issue of material fact capable of defeating summary judgment. *LaMontagne v. Amer. Convenience Products, Inc.*, 750 F.2d 1405, 1413 (7th Cir. 1984) ("Because younger people often succeed to the jobs that older people held for perfectly legitimate reasons, the mere fact that an older employee is replaced by a younger one does not permit an inference that the replacement was motivated by age discrimination."); *Laugesen v. Anaconda Co.* 510 F.2d 307, 313, n.4 (6th Cir. 1975) ("we do not believe that Congress intended automatic presumptions to apply whenever a worker is replaced by another of a different age".)

The School also had legitimate reasons for not renewing Plaintiff's part time contract. The part time role had only been budgeted for one year, and maintaining an extra part time teaching position was not financially sustainable. Indeed, the School did not hire anyone to replace Plaintiff in her part time role, removing any doubt the elimination of the position was due to budgeting restraints. *Sahadi v. Reynolds*



1 *Chemical*, 636 F.2d 1116, 1117-1118 (6th Cir. 1980) (where plaintiff's job is  
2 eliminated due to economic conditions and his duties are assigned to another employee  
3 who performs them in addition to other duties, there is no evidence of age  
4 discrimination and the plaintiff failed to make out a prima facie case); *see also Birkbeck*  
5 *v. Marvel Lighting Corp.*, 30 F.3d 507, 513 (4th Cir. 1994) (finding that the employer's  
6 layoff decisions reflected "business realities, not age discrimination"). Further, going  
7 forward, given the changing needs of the students, the School needed the social studies  
8 curriculum, which Plaintiff was teaching in her part time role, to be taught by an  
9 individual who could implement the Reading and Writing Workshop. *Nash v. Optomec,*  
10 *Inc.*, 849 F.3d 780 (8<sup>th</sup> Cir. 2017)(summary judgment granted against plaintiff in age  
11 case, finding legitimate non-discriminatory business reasons where it was the  
12 company's "vision for the future of the lab technician position, and Nash's inability to  
13 fit that vision, that led to his dismissal.").

14 "It is not ... the function of this court to second guess the wisdom of business  
15 decisions." *EEOC v. Clay Printing Co.*, 955 F.2d 936, 946, (4th Cir. 1992); *Pollard v.*  
16 *Rea Magnet Wire Co.*, 824 F.2d 557, 560 (7th Cir. 1987) ("No matter how medieval a  
17 firm's practices, no matter how high-handed its decisional process, no matter how  
18 mistaken the firm's managers ... [the ADEA] do[es] not interfere.").

19 "Unlike Title VII, the ADEA's text does not provide that a plaintiff may establish  
20 discrimination by showing that age was simply a motivating factor." *Gross v. FBL*  
21 *Financial Services* 557 U.S. 167, 174 (2009). Instead, Plaintiff must but cannot  
22 demonstrate, "by a preponderance of the evidence, that age was the "but-for" cause of  
23 the challenged adverse employment action." *Id.*; *Scheitlin v. Freescale*  
24 *Semiconductor, Inc.*, 465 Fed. Appx. 698, 699 (9th Cir. 2012). There is simply no  
25 evidence that age was the "but-for" reason for any decision made with regard to  
26  
27  
28

1 Plaintiff.<sup>2</sup>

2 Indeed, the undisputed evidence negates any inference of animus on account of  
3 age. Plaintiff was re-hired by Mrs. Beuder at the age of 61, and she was given  
4 tremendous support and assistance so that she could implement the reading and writing  
5 program. The School gave Plaintiff every opportunity to succeed not only by giving  
6 her constant feedback, counseling and support, but by allowing her to complete her one  
7 year full time teaching contract. And even then, the School did not terminate Plaintiff,  
8 but created a new part time position just for her. The School decided to end the  
9 employment relationship only as a last resort – and even then not with a termination,  
10 but rather a non-renewal of her contract. Given all of these indisputable facts, no basis  
11 exists for a *reasonable* inference of age discrimination. *See, e.g., Rothmeier v.*  
12 *Investment Advisors, Inc.*, 85 F.3d 1328, 1337 (8th Cir. 1996); *Lowe v. J. B. Hunt*  
13 *Trans. P., Inc.*, 963 F.2d 173, 175 (8th Cir. 1992) (“It is simply incredible, in light of  
14 the weakness of plaintiff’s evidence otherwise, that the company officials who hired  
15 him at 51 had suddenly developed an aversion to older people less than two years  
16 later.”); *Proud v. Stone*, 945 F.2d 796, 797 (4th Cir. 1991) (“In cases where the hirer  
17 and the firer are the same individual and that termination of employment occurs within  
18 a relatively short time span following the hiring, a strong inference exists that  
19 discrimination was not a determining factor for the adverse action taken by the  
20

21  
22 <sup>2</sup>Defendant anticipates that Plaintiff will try to introduce evidence of a comment allegedly made by  
23 Mrs. Beuder two years earlier to Plaintiff’s friend Silvia Bosch, for whom Plaintiff currently serves as  
24 a tutor to her children. Mrs. Bosch allegedly really wanted to terminate an older employee and Mrs.  
25 Beuder did not want Mrs. Bosch to do so. Mrs. Beuder allegedly cautioned Mrs. Bosch that she could  
26 not just terminate an older employee, as that could lead to litigation and rather Mrs. Bosch should  
27 reduce her hours. Despite Plaintiff’s anticipated spin on this comment, the real inference is that Mrs.  
28 Beuder recognized the realities of today’s litigious workplace, and that an employer should not  
arbitrarily terminate an older worker, and should first work to improve his/her performance. (*See e.g.*  
*Bashara v. Black Hills Corp.*, 26 F.3d 820, 824 (8th Cir. 1994) (“It would be a foolhardy supervisor  
indeed who ... would not have some concern over possible litigation arising out of the termination of  
an age-protected employee. An expression of concern in these circumstances should not be equated  
with an admission of age-related animus ... but rather should be regarded as a natural reaction to the  
ever-present threat of litigation attendant upon terminating an age-protected employee.”))

1 employer.”); *Wolf v. Buss (America), Inc.*, 77 F.3d 914 (7th Cir. 1996) (fact that  
2 plaintiff was initially hired at the age of 51, although nonconclusive, is somewhat  
3 indicative of [defendant’s] lack of discriminatory intent.”); *LeBlanc v. Great Am. Ins.*  
4 *Co.*, 6 F.3d 836, 847 (1st Cir. 1993) (affirmed summary judgment for employer that  
5 terminated 59-year-old plaintiff less than two years after his transfer was approved);  
6 *Rand v. CF Indus., Inc.*, 42 F.3d 1139, 1147 (7th Cir. 1994) (“It seems rather suspect to  
7 claim that the company that hired him at age 47 had suddenly developed an aversion to  
8 older people two years later.”); *Lowe v. J.B. Hunt Transport, Inc.* 963 F.2d 173, 174  
9 (8th Cir. 1992) (“The most important fact here is that plaintiff was a member of the  
10 protected age group both at the time of his hiring and at the time of his firing.”)

11 **VI. CONCLUSION**

12 For all of the foregoing reasons, Defendant Our Lady of Guadalupe School  
13 respectfully requests that the Court grant its motion for summary judgment.

14  
15 DATED: August 18, 2017

BALLARD ROSENBERG GOLPER &  
SAVITT, LLP

16  
17 By: 

18 STEPHANIE B. KANTOR  
19 Attorneys for Defendant OUR LADY OF  
20 GUADALUPE SCHOOL  
21  
22  
23  
24  
25  
26  
27  
28

**PROOF OF SERVICE****STATE OF CALIFORNIA, COUNTY OF LOS ANGELES**

I am employed in the County of Los Angeles, State of California. I am over the age of eighteen years and not a party to the within action; my business address is 15760 Ventura Boulevard, Eighteenth Floor, Encino, California 91436.

On August 18, 2017 I served the following document(s) described as **DEFENDANT'S NOTICE OF MOTION AND MOTION FOR SUMMARY JUDGMENT; MEMORANDUM OF POINTS AND AUTHORITIES IN SUPPORT THEREOF** on the interested parties in this action by placing true copies thereof enclosed in sealed envelopes addressed as follows:

Joseph M. Lovretovich  
Cathryn Fund  
**JML LAW**  
21052 Oxnard Street  
Woodland Hills, CA 91367  
Tel: (818) 610-8800  
Fax: (818) 610-3030  
[jml@jmlaw.com](mailto:jml@jmlaw.com)  
[Cathryn@JMLLAW.com](mailto:Cathryn@JMLLAW.com)

☒ **BY ELECTRONIC MAIL TRANSMISSION: VIA CM/ECF** By electronic mail transmission by transmitting a PDF format copy of such document(s) to each such person at the email address listed below their address(es). The document(s) was/were transmitted by electronic transmission and such transmission was reported as complete and without error.

☒ **BY MAIL:** I am "readily familiar" with Ballard Rosenberg Golper & Savitt's practice for collecting and processing correspondence for mailing with the United States Postal Service. Under that practice, it would be deposited with the United States Postal Service that same day in the ordinary course of business. Such envelope(s) were placed for collection and mailing with postage thereon fully prepaid at Glendale, California, on that same day following ordinary business practices.

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

Executed on august 18, 2017 at Encino, California.

  
\_\_\_\_\_  
Lisa Aguilar

BALLARD ROSENBERG GOLPER & SAVITT LLP  
15760 VENTURA BOULEVARD, EIGHTEENTH FLOOR  
ENCINO, CA 91436

JML LAW  
A Professional Law Corporation  
21052 Oxnard Street  
Woodland Hills, CA 91367  
(818) 610-8800

**JML LAW**

A PROFESSIONAL LAW CORPORATION  
21052 OXNARD STREET  
WOODLAND HILLS, CALIFORNIA 91367  
Tel: (818) 610-8800  
Fax: (818) 610-3030

JOSEPH M. LOVRETOVICH, STATE BAR NO. 73403

[jml@jmlaw.com](mailto:jml@jmlaw.com)

JARED W. BEILKE, STATE BAR NO. 195698

[jared@jmlaw.com](mailto:jared@jmlaw.com)

**Attorneys for Plaintiff**

**AGNES DEIRDRE MORRISSEY-BERRU**

**UNITED STATES DISTRICT COURT**

**CENTRAL DISTRICT OF CALIFORNIA**

AGNES DEIRDRE MORRISSEY- ) Case No.:

BERRU, an individual, )

Plaintiff, )

vs. )

OUR LADY OF GUADALUPE )

SCHOOL; a California non-profit )

corporation; and DOES 1-50, )

inclusive, )

Defendants. )

**COMPLAINT FOR:**

**1. DISCRIMINATION ON THE  
BASIS OF AGE;**

**2. RETALIATION IN VIOLATION  
OF THE ADEA; and**

**3. WRONGFUL TERMINATION  
IN VIOLATION OF PUBLIC  
POLICY.**

**DEMAND FOR JURY TRIAL**

Plaintiff, AGNES DEIRDRE MORRISSEY-BERRU, hereby brings her  
employment complaint against the above-named Defendants and states and alleges  
as follows:

**JURISDICTION AND VENUE**

1  
2 1. This is an employment lawsuit, brought pursuant to 29 U.S.C. § 621 et.  
3 seq. to remedy violations of the Age Discrimination in Employment Act  
4 (“ADEA”).

5 2. This Court has original federal question jurisdiction over this action  
6 pursuant to 28 U.S.C. § 1331 because Plaintiff alleges violations of the laws of the  
7 United States of America.

8 3. The venue is appropriate since the actions giving rise to this lawsuit  
9 occurred in Los Angeles County, California, which is located within this district.

**THE PARTIES**

10  
11 4. At all times mentioned herein, Plaintiff AGNES DEIRDRE  
12 MORRISSEY-BERRU, age 65, was a resident of the State of California.

13 5. At all times mentioned herein, Defendant OUR LADY OF  
14 GUADALUPE SCHOOL was a California non-profit corporation that operated a  
15 private school, located at 340 Massey Street, Hermosa Beach, CA 90254.

16 6. The true names and capacities, whether individual, corporate,  
17 associate or otherwise of DOES 1 through 50 are unknown to Plaintiff who  
18 therefore sues these defendants under said fictitious names. Plaintiff is informed  
19 and believes that each of the defendants named as a Doe defendant is legally  
20 responsible in some manner for the events referred to in this Complaint, is either  
21 negligently, willfully, wantonly, recklessly, tortiously, strictly liable, statutorily  
22 liable or otherwise, for the injuries and damages described below to this Plaintiff.  
23 Plaintiff will in the future seek leave of this court to show the true names and  
24 capacities of these Doe defendants when it has been ascertained.

25 7. Plaintiff is informed and believes, and based thereon alleges, that each  
26 defendant acted in all respects pertinent to this action as the agent of the other  
27 defendants, carried out a joint scheme, business plan or policy in all respects  
28



JML LAW  
A Professional Law Corporation  
21052 Oxnard Street  
Woodland Hills, CA 91367  
(818) 610-8800

1 pertinent hereto, and the acts of each defendant are legally attributable to the other  
2 defendants.

3 8. Hereinafter in the Complaint, unless otherwise specified, reference to  
4 a Defendant or Defendants shall refer to all Defendants, and each of them.

5 **ALLEGATIONS**

6 9. Plaintiff commenced employment with Defendant OUR LADY OF  
7 GUADALUPE SCHOOL as a full-time teacher in or around September 1999.

8 10. In the spring semester of 2014, Ms. Morrissey-Berru was told that she  
9 was not implementing the new reading and writing program correctly.

10 11. In or around August 2014, Plaintiff was demoted from a full-time  
11 teacher to a part-time teacher. In or around May 2014, Ms. Morrissey's supervisor,  
12 Principal Beuder, falsely accused Plaintiff of wanting to retire and stated that  
13 "because she wanted to retire and because she wasn't correctly implementing the  
14 reading and writing program", Plaintiff was going to be demoted to part-time.

15 12. Plaintiff never stated she wanted to retire.

16 13. In August 2014, Principal Beuder replaced Plaintiff with a teacher  
17 who had no English/ Writing experience and who was much younger.

18 14. On or around August 2014, Plaintiff applied for a full-time teaching  
19 position at St. James Catholic School in Torrance. The principal of St. James spoke  
20 to Principal Beuder and then told Plaintiff that, "Ms. Beuder said good things about  
21 you, but she remarked that this was your last year of teaching." Plaintiff's job  
22 interview with St. James Catholic School was cancelled, and she was told that they  
23 had hired someone else.

24 15. In May 2015, Plaintiff turned in her letter of intent to work the next  
25 school year. However, on May 13, 2015, Principal Beuder called Plaintiff into the  
26 Principal's office and told her that she would not be asked to return due to budget  
27 cutbacks. Principal Beuder during this conversation again falsely accused Plaintiff  
28

JML LAW  
A Professional Law Corporation  
21052 Oxnard Street  
Woodland Hills, CA 91367  
(818) 610-8800

1 of agreeing to retire at the end of the school year. Plaintiff denied ever agreeing to  
2 retiring and told Principal Beuder that she needed to work. After Plaintiff left  
3 Principal Beuder's office, Ms. Beuder followed her out to the playground and  
4 threatened to give Plaintiff a bad recommendation if she told anyone she had been  
5 fired. Another teacher, Jack Moore, witnessed this conversation.

6 16. Plaintiff immediately filed a complaint with the Archdiocese of Los  
7 Angeles.

8 17. One of Plaintiff's coworkers, Ms. Bosch, told Plaintiff that in the  
9 summer of 2014, Principal Beuder said "I know how to get rid of older people.  
10 You cut their hours and make them so miserable they don't want to be here."

11 18. Plaintiff is informed and believes, and thereon alleges, that Defendant  
12 terminated Plaintiff's employment because of her age.

13 **EXHAUSTION OF ADMINISTRATIVE REMEDIES**

14 19. On June 2, 2015, Plaintiff filed charges with the Equal Employment  
15 Opportunity Commission ("EEOC"). Plaintiff received a "Right-To-Sue" letter  
16 from the EEOC on September 19, 2016. This Complaint is timely filed pursuant to  
17 that letter.

18 **FIRST CAUSE OF ACTION**

19 **DISCRIMINATION ON THE BASIS OF AGE (ADEA, 29**

20 **U.S.C. § 620 et seq.)**

21 **(Against ALL Defendants)**

22 20. Plaintiff restates and incorporates herein paragraphs 1 through 19,  
23 inclusive, of this Complaint as though fully set forth herein.

24 21. Defendant is an employer as defined in the ADEA, 29 U.S.C. § 620 et  
25 seq.

26 22. At all relevant times, Plaintiff was an employee within the meaning  
27 and definition of the ADEA, 29 U.S.C. § 631.  
28



JML LAW  
A Professional Law Corporation  
21052 Oxnard Street  
Woodland Hills, CA 91367  
(818) 610-8800

23. As fully alleged above, at all times mentioned herein, Plaintiff was an experienced and qualified teacher for Defendant. At all times mentioned herein, Plaintiff was an exemplary employee. Despite all this, Defendant terminated Plaintiff's employment and gave her position to a younger and less experienced teacher.

24. Plaintiff is informed and believes and based thereon alleges that she was terminated from employment with Defendant because of her age.

25. Plaintiff's age is a substantial motivating factor for the discrimination against Plaintiff in the terms, conditions or privileges of employment.

26. In terminating Plaintiff's employment, Defendant subjected Plaintiff to discrimination on the basis of her age in violation of the ADEA, 29 U.S.C. § 620 et seq.

27. By the aforesaid acts and omissions of Defendant, and each of them, Plaintiff has been directly and legally caused to suffer actual damages including, but not limited to, loss of future earning capacity, attorneys' fees, costs of suit and other pecuniary loss not presently ascertained.

28. As a direct and proximate result of Defendant's willful, knowing and intentional discrimination against her, Plaintiff has further suffered and will continue to suffer a loss of earnings and other employment benefits and job opportunities. Plaintiff is therefore entitled to liquidated damages in amounts to be proven at trial. 29 U.S.C. § 216(b).

29. As a further direct and legal result of the acts and conduct of Defendants, and each of them, as aforesaid, Plaintiff has been caused to and did suffer and continues to suffer severe emotional and mental distress, anguish, humiliation, embarrassment, fright, shock, pain, discomfort and anxiety.

30. Plaintiff is informed and believes, and thereon alleges, that the Defendant, and each of them, by engaging in the aforementioned acts and/or in authorizing and/or ratifying such acts, engaged in willful, malicious, intentional

1 oppressive and despicable conduct, and acted with willful and conscious disregard  
2 of the rights, welfare and safety of Plaintiff, thereby justifying the award of  
3 punitive and exemplary damages in an amount to be determined at trial.

4 31. As a further, direct and proximate result of Defendant's violations of  
5 The ADEA, as heretofore described, Plaintiff has been compelled to retain the  
6 services of counsel, and has thereby incurred, and will continue to incur, legal fees  
7 and costs. Plaintiff requests that attorneys' fees be awarded pursuant to 29 U.S.C.  
8 § 216(b).

9  
10 **SECOND CAUSE OF ACTION**  
11 **RETALIATION IN VIOLATION OF THE ADEA**  
12 **(Against ALL Defendants)**

13 32. Plaintiff restates and incorporates herein paragraphs 1 through 31,  
14 inclusive, of this complaint as though fully set forth herein.

15 33. Defendant is an employer as defined in the ADEA, 29 U.S.C. § 620 et  
16 seq.

17 34. At all relevant times, Plaintiff was an employee within the meaning  
18 and definition of the ADEA, 29 U.S.C. §631.

19 35. At all times herein mentioned, the ADEA was in full force and effect  
20 and was binding on Defendants. The ADEA prohibits retaliation against any  
21 person based on age.

22 36. Plaintiff is informed and believes, and thereon alleges, that Defendant  
23 terminated Plaintiff's employment because of her age.

24 37. Defendants' conduct as alleged above constituted unlawful retaliation.

25 38. As a proximate result of the aforesaid acts of Defendants, Plaintiff has  
26 suffered actual, consequential and incidental financial losses, including without  
27 limitation, loss of salary and benefits, and the intangible loss of employment'  
28

JML LAW  
A Professional Law Corporation  
21052 Oxnard Street  
Woodland Hills, CA 91367  
(818) 610-8800

JML LAW  
A Professional Law Corporation  
21052 Oxnard Street  
Woodland Hills, CA 91367  
(818) 610-8800

1 related opportunities in her field and damage to her professional reputation, all in  
2 an amount subject to proof at the time of trial.

3 39. As a proximate result of the wrongful acts of Defendants, Plaintiff has  
4 suffered and continues to suffer emotional distress, humiliation, mental anguish  
5 and embarrassment, as well as the manifestation of physical symptoms. Plaintiff is  
6 informed and believes and thereupon alleges that she will continue to experience  
7 said physical and emotional suffering for a period in the future not presently  
8 ascertainable, all in an amount subject to proof at the time of trial.

9 40. As a proximate result of the wrongful acts of Defendants, Plaintiff has  
10 been forced to hire attorneys to prosecute her claims herein, and has incurred and is  
11 expected to continue to incur attorneys' fees and costs in connection therewith.  
12 Plaintiff is entitled to recover attorneys' fees and costs under 29 U.S.C. § 216(b).

13 **THIRD CAUSE OF ACTION**

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

15 **(Against ALL Defendants)**

16 41. Plaintiff realleges and incorporates herein paragraphs 1 through 40,  
17 inclusive, of this Complaint as though fully set forth.

18 42. At all times mentioned, the public policy of the State of California, as  
19 codified, expressed and mandated in California Government Code § 12940 et seq.,  
20 is to prohibit employers from discriminating, harassing and retaliating against any  
21 individual engaging in a protected activity. This public policy of the State of  
22 California is designed to protect all employees and to promote the welfare and  
23 wellbeing of the community at large.

24 43. Accordingly, the actions of Defendant, as described herein, were  
25 wrongful and in contravention of the express public policy of the State of  
26 California, to wit, the policy set forth in California and the laws and regulations  
27 promulgated thereunder.  
28

JML LAW  
A Professional Law Corporation  
21052 Oxnard Street  
Woodland Hills, CA 91367  
(818) 610-8800

1           44. As a proximate result of the aforesaid acts of Defendant, Plaintiff has  
2 suffered actual, consequential and incidental financial losses, including without  
3 limitation, loss of salary and benefits, and the intangible loss of employment  
4 related opportunities in her field and damage to his professional reputation, all in  
5 an amount subject to proof at the time of trial. Plaintiff claims such amounts as  
6 damages pursuant to California Civil Code § 3287 and/or § 3288 and/or any other  
7 provision of law providing for prejudgment interest.

8           45. As a proximate result of the wrongful acts of Defendants, Plaintiff has  
9 suffered and continues to suffer emotional distress, humiliation, mental anguish  
10 and embarrassment, as well as the manifestation of physical symptoms. Plaintiff is  
11 informed and believes, and thereupon alleges, that she will continue to experience  
12 said physical and emotional suffering for a period in the future not presently  
13 ascertainable, all in an amount subject to proof at the time of trial.

14           46. Defendant had in place policies and procedures that specifically  
15 required Defendant's managers, officers, and agents to prevent the termination of  
16 its employees based on the protected classes identified in the EEOC and ADEA.  
17 Plaintiff relied on the fact that Defendant would follow these known policies, yet  
18 Defendant consciously chose not to follow said policies. Therefore, Defendant's  
19 conduct was fraudulent, malicious, oppressive, and was done in wanton disregard  
20 for the rights of Plaintiff and the rights and duties owed by each Defendant to  
21 Plaintiff. Each Defendant aided, abetted, participated in, authorized, ratified,  
22 and/or conspired to engage in the wrongful conduct alleged above. Plaintiff  
23 should, therefore, be awarded exemplary and punitive damages against each  
24 Defendant in an amount to be established that is appropriate to punish each  
25 Defendant and deter others from engaging in such conduct.

26  
27           **WHEREFORE, Plaintiff prays for judgment as follows:**

- 28           1. For general damages, according to proof;


2. For medical expenses and related items of expenses, according to proof;
3. For loss of earnings, according to proof;
4. For attorneys' fees, according to proof;
5. For prejudgment interest, according to proof;
6. For costs of suit incurred herein; and
7. For such other relief and the Court may deem just and proper.

**DEMAND FOR JURY TRIAL**

Plaintiff hereby demands a trial by jury.

DATED: December 19, 2016 JML LAW, A Professional Law Corporation

By: \_\_\_\_\_



JOSEPH M. LOVRETOVICH

JARED W. BEILKE

Attorneys for Plaintiff

JML LAW  
A Professional Law Corporation  
21052 Oxnard Street  
Woodland Hills, CA 91367  
(818) 610-8800

ACCO,(AFMx),APPEAL, ,DISCOVERY,MANADR

**UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA (Western Division - Los Angeles)  
CIVIL DOCKET FOR CASE #: 2:16-cv-09353-SVW-AFM**

Agnes Deirdre Morrissey-Berru v. Our Lady of Guadalupe School  
et al

Assigned to: Judge Stephen V. Wilson

Referred to: Magistrate Judge Alexander F. MacKinnon

Case in other court: 9th CCA, 17-56624

Cause: 42:1983 Civil Rights (Employment Discrimination)

Date Filed: 12/19/2016

Date Terminated: 12/06/2017

Jury Demand: Plaintiff

Nature of Suit: 442 Civil Rights: Jobs

Jurisdiction: Federal Question

**Plaintiff**

**Agnes Deirdre Morrissey-Berru**  
*an individual*

represented by **Joseph M Lovretovich**  
JML Law APLC  
21052 Oxnard Street  
Woodland Hills, CA 91367  
818-610-8800  
Fax: 818-610-3030  
Email: jml@jmlaw.com  
**LEAD ATTORNEY**  
**ATTORNEY TO BE NOTICED**

**Andrew Stephen Pletcher**  
JML Law APLC  
21052 Oxnard Street  
Woodland Hills, CA 91367  
818-610-8800  
Fax: 818-610-3030  
Email: andrew@jmlaw.com  
**ATTORNEY TO BE NOTICED**

**Cathryn G Fund**  
JML Law APLC  
21052 Oxnard Street  
Woodland Hills, CA 91367  
818-610-8800  
Fax: 818-610-3030  
Email: cathryn@jmlaw.com  
**ATTORNEY TO BE NOTICED**

**Jared Wesley Beilke**  
JML Law APLC  
21052 Oxnard Street  
Woodland Hills, CA 91367  
818-610-8800  
Fax: 818-610-3030  
Email: jared@jmlaw.com  
**ATTORNEY TO BE NOTICED**

V.

**Defendant**

**Our Lady of Guadalupe School**  
*a California non-profit corporation*

represented by **Linda C Miller Savitt**  
 Ballard Rosenberg Golper and Savitt LLP  
 15760 Ventura Blvd 18th Floor  
 Encino, CA 91436  
 818-508-3700  
 Fax: 818-506-4827  
 Email: lsavitt@brgslaw.com  
**LEAD ATTORNEY**  
**ATTORNEY TO BE NOTICED**

**Stephanie B Kantor**  
 Ballard Rosenberg Golper and Savitt LLP  
 15760 Ventura Blvd 18th Floor  
 Encino, CA 91436  
 818-508-3700  
 Fax: 818-506-4827  
 Email: skantor@brgslaw.com  
**ATTORNEY TO BE NOTICED**

**Defendant****Does***1-50, inclusive*

Date Filed	#	Docket Text
12/19/2016	<u>1</u>	COMPLAINT Receipt No: 0973-19076448 - Fee: \$400, filed by plaintiff Agnes Deirdre Morrissey-Berru. (Attorney Joseph M Lovretovich added to party Agnes Deirdre Morrissey-Berru(pty:pla))(Lovretovich, Joseph) (Entered: 12/19/2016)
12/19/2016	<u>2</u>	CIVIL COVER SHEET filed by Plaintiff Agnes Deirdre Morrissey-Berru. (Lovretovich, Joseph) (Entered: 12/19/2016)
12/19/2016	<u>3</u>	NOTICE of Interested Parties filed by plaintiff Agnes Deirdre Morrissey-Berru, identifying Our Lady of Guadalupe School, a California non-profit corporation. (Lovretovich, Joseph) (Entered: 12/19/2016)
12/19/2016	<u>4</u>	Request for Clerk to Issue Summons on Complaint (Attorney Civil Case Opening) <u>1</u> filed by plaintiff Agnes Deirdre Morrissey-Berru. (Lovretovich, Joseph) (Entered: 12/19/2016)
12/20/2016	<u>5</u>	NOTICE OF ASSIGNMENT to District Judge Stephen V. Wilson and Magistrate Judge Alexander F. MacKinnon. (ghap) (Entered: 12/20/2016)
12/20/2016	<u>6</u>	NOTICE TO PARTIES OF COURT-DIRECTED ADR PROGRAM filed. (ghap) (Entered: 12/20/2016)
12/20/2016	<u>7</u>	NOTICE OF DEFICIENCIES in Request to Issue Summons RE: Summons Request <u>4</u> . The following error(s) was found: Summons is not directed to the defendant(s). The defendants name must appear in the To:section of the summons. The summons cannot be issued until this defect has been corrected. Please correct the defect and re-file your request. (ghap) (Entered: 12/20/2016)
12/21/2016	<u>8</u>	Request for Clerk to Issue Summons on Complaint (Attorney Civil Case Opening) <u>1</u> , Notice of Deficiency in Request to Issue Summons, <u>7</u> filed by plaintiff Agnes Deirdre

**ER 1002**



		Morrissey-Berru. (Lovretovich, Joseph) (Entered: 12/21/2016)
12/21/2016	<u>9</u>	NEW CASE ORDER upon filing of the complaint by Judge Stephen V. Wilson. (pc) (Entered: 12/21/2016)
12/22/2016	<u>10</u>	NOTICE OF DEFICIENCIES in Request to Issue Summons RE: Summons Request <u>8</u> . The following error(s) was found: The caption of the summons must match the caption of the complaint verbatim. If the caption is too large to fit in the space provided, enter the name of the first party and then write "see attached."Next, attach a face page of the complaint or a second page addendum to the Summons. Defendant's name is misspelled in the "To:" section. The summons cannot be issued until this defect has been corrected. Please correct the defect and re-file your request. (mrgo) (Entered: 12/22/2016)
12/22/2016	<u>11</u>	Request for Clerk to Issue Summons on Complaint (Attorney Civil Case Opening) <u>1</u> , Notice of Deficiency in Request to Issue Summons,, <u>10</u> filed by plaintiff Agnes Deirdre Morrissey-Berru. (Lovretovich, Joseph) (Entered: 12/22/2016)
12/27/2016	<u>12</u>	21 DAY Summons Issued re Complaint (Attorney Civil Case Opening) <u>1</u> as to defendant Our Lady of Guadalupe School. (mrgo) (Entered: 12/28/2016)
01/12/2017	<u>13</u>	PROOF OF SERVICE Executed by Plaintiff Agnes Deirdre Morrissey-Berru, upon Defendant Our Lady of Guadalupe School served on 1/9/2017, answer due 1/30/2017. Service of the Summons and Complaint were executed upon Constance Lord, person authorized to accept service of process in compliance with California Code of Civil Procedure by substituted service on a domestic corporation, unincorporated association, or public entity and by also mailing a copy.Original Summons NOT returned. (Lovretovich, Joseph) (Entered: 01/12/2017)
01/30/2017	<u>14</u>	STIPULATION Extending Time to Answer the complaint as to All Defendants, re Complaint (Attorney Civil Case Opening) <u>1</u> filed by Defendant Our Lady of Guadalupe School. (Attachments: # <u>1</u> Proposed Order re: Stipulation to Extend Time)(Attorney Stephanie B Kantor added to party Our Lady of Guadalupe School(pty:dft))(Kantor, Stephanie) (Entered: 01/30/2017)
02/01/2017	<u>15</u>	ORDER by Judge Stephen V. Wilson granting Stipulation Extending Time to Answer (30 days or less), <u>14</u> . Defendant Our Lady of Guadalupe School answer due 2/13/2017. (mrgo) (Entered: 02/02/2017)
02/13/2017	<u>16</u>	ANSWER to Complaint (Attorney Civil Case Opening) <u>1</u> filed by Defendant Our Lady of Guadalupe School.(Kantor, Stephanie) (Entered: 02/13/2017)
02/13/2017	<u>17</u>	<i>Certification and</i> NOTICE of Interested Parties filed by Defendant Our Lady of Guadalupe School, (Kantor, Stephanie) (Entered: 02/13/2017)
02/14/2017	<u>18</u>	ORDER SETTING INITIAL STATUS CONFERENCE for 3/13/2017 at 03:00 PM before Judge Stephen V. Wilson. (pc) (Entered: 02/14/2017)
03/13/2017	<u>19</u>	Notice of Appearance or Withdrawal of Counsel: for attorney Joseph M Lovretovich counsel for Plaintiff Agnes Deirdre Morrissey-Berru. Adding Cathryn G. Fund as counsel of record for Agnes Deirdre Morrissey-Berru for the reason indicated in the G-123 Notice. Filed by plaintiff Agnes Deirdre Morrissey-Berru. (Lovretovich, Joseph) (Entered: 03/13/2017)
03/13/2017	<u>20</u>	MINUTES OF NEW CASE STATUS CONFERENCE held before Judge Stephen V. Wilson. The Court sets the following dates: Jury Trial set for 8/15/2017 at 09:00 AM before Judge Stephen V. Wilson. Pretrial Conference set for 8/7/2017 at 03:00 PM before Judge Stephen V. Wilson. Defendant is granted leave to file an amended answer. Court Reporter: N/A. (mrgo) (Entered: 03/15/2017)



03/17/2017	<u>21</u>	AMENDED ANSWER to Complaint (Attorney Civil Case Opening) <u>1</u> filed by Defendant Our Lady of Guadalupe School. (Kantor, Stephanie) (Entered: 03/17/2017)
03/22/2017	<u>22</u>	CIVIL TRIAL PREPARATION ORDER by Judge Stephen V. Wilson. (pc) (Entered: 03/22/2017)
05/17/2017	<u>23</u>	Effective May 24, 2017, Judge MacKinnon will be located at the Edward R. Roybal Federal Building, COURTROOM 840 on the 8th floor, located at 255 East Temple Street, Los Angeles, California 90012. All Court appearances shall be made in Courtroom 840 of the Roybal Federal Building, and all mandatory chambers copies shall be hand delivered to the judge's mail box located outside the Clerk's Office on the 12th floor of the Roybal Federal Building. The location for filing civil documents in paper format exempted from electronic filing and for viewing case files and other records services remains at the United States Courthouse, 312 North Spring Street, Room G-8, Los Angeles, California 90012. The location for filing criminal documents in paper format exempted from electronic filing remains at the Roybal Federal Building, 255 East Temple Street, Room 178, Los Angeles, California 90012. THERE IS NO PDF DOCUMENT ASSOCIATED WITH THIS ENTRY. (rrp) TEXT ONLY ENTRY (Entered: 05/17/2017)
05/24/2017	<u>24</u>	EX PARTE APPLICATION to Continue Trial from August 15, 2017 to October 9, 2017, EX PARTE APPLICATION to Set Trial Date on October 9, 2017 filed by Defendant Our Lady of Guadalupe School. (Attachments: # <u>1</u> Proposed Order Granting Ex Parte Application to Continue Trial and Relates Dates) (Kantor, Stephanie) (Entered: 05/24/2017)
05/24/2017	<u>25</u>	Joint STIPULATION to Continue Trial from August 15, 2017 to October 9, 2017 Re: EX PARTE APPLICATION to Continue Trial from August 15, 2017 to October 9, 2017 EX PARTE APPLICATION to Set Trial Date on October 9, 2017 <u>24</u> , Joint STIPULATION for Trial on October 9, 2017 filed by Defendant Our Lady of Guadalupe School.(Kantor, Stephanie) (Entered: 05/24/2017)
05/25/2017	<u>26</u>	ORDER GRANTING EX-PARTE AND STIPULATION RE: TRIAL CONTINUANCE AND RELATED DATES by Judge Stephen V. Wilson: The hearings originally scheduled have been rescheduled: Jury Trial set for 10/10/2017 at 09:00 AM. Pretrial Conference set for 10/2/2017 at 03:00 PM. Please refer to the Court's order for specifics. (cr) (Entered: 05/25/2017)
08/18/2017	<u>27</u>	NOTICE OF MOTION AND MOTION for Summary Judgment as to Complaint filed by Defendant Our Lady of Guadalupe School. Motion set for hearing on 9/18/2017 at 01:30 PM before Judge Stephen V. Wilson. (Kantor, Stephanie) (Entered: 08/18/2017)
08/18/2017	<u>28</u>	NOTICE OF LODGING filed of <i>Proposed Statement on Uncontroverted Facts</i> re NOTICE OF MOTION AND MOTION for Summary Judgment as to Complaint <u>27</u> (Attachments: # <u>1</u> [Proposed] Statement of Uncontroverted Facts)(Kantor, Stephanie) (Entered: 08/18/2017)
08/18/2017	<u>29</u>	REQUEST FOR JUDICIAL NOTICE re NOTICE OF MOTION AND MOTION for Summary Judgment as to Complaint <u>27</u> filed by Defendant Our Lady of Guadalupe School. (Kantor, Stephanie) (Entered: 08/18/2017)
08/18/2017	<u>30</u>	NOTICE OF LODGING filed of <i>Proposed Judgment</i> re NOTICE OF MOTION AND MOTION for Summary Judgment as to Complaint <u>27</u> (Attachments: # <u>1</u> Proposed Judgment)(Kantor, Stephanie) (Entered: 08/18/2017)
08/18/2017	<u>31</u>	APPENDIX filed by Defendant Our Lady of Guadalupe School. Re: NOTICE OF MOTION AND MOTION for Summary Judgment as to Complaint <u>27</u> (Attachments: # <u>1</u> Exhibit A in support of motion for summary judgment)(Kantor, Stephanie) (Entered: 08/18/2017)

08/18/2017	<u>32</u>	APPENDIX filed by Defendant Our Lady of Guadalupe School. Re: Appendix <u>31</u> <i>Exhibit B in support of Motion for Summary Judgment</i> (Kantor, Stephanie) (Entered: 08/18/2017)
08/18/2017	<u>33</u>	APPENDIX filed by Defendant Our Lady of Guadalupe School. Re: Appendix <u>32</u> , Appendix <u>31</u> <i>Exhibits C-G in support of Motion for Summary Judgment</i> (Kantor, Stephanie) (Entered: 08/18/2017)
08/18/2017	<u>34</u>	APPENDIX filed by Defendant Our Lady of Guadalupe School. Re: Appendix <u>32</u> , Appendix <u>33</u> , Appendix <u>31</u> <i>Exhibits 1-14 in support of Motion for summary judgment</i> (Kantor, Stephanie) (Entered: 08/18/2017)
08/18/2017	<u>35</u>	APPENDIX filed by Defendant Our Lady of Guadalupe School. Re: Appendix <u>32</u> , Appendix <u>34</u> , Appendix <u>33</u> , Appendix <u>31</u> <i>Exhibits 15-30 in support of Motion for Summary Judgment</i> (Kantor, Stephanie) (Entered: 08/18/2017)
08/21/2017	<u>36</u>	NOTICE TO FILER OF DEFICIENCIES in Electronically Filed Documents RE: Appendix <u>32</u> , Appendix <u>34</u> , Appendix <u>35</u> , Appendix <u>33</u> , Appendix <u>31</u> . The following error(s) was/were found: Title page is missing. In response to this notice, the Court may: (1) order an amended or correct document to be filed; (2) order the document stricken; or (3) take other action as the Court deems appropriate. You need not take any action in response to this notice unless and until the Court directs you to do so. (cr) (Entered: 08/21/2017)
08/28/2017	<u>37</u>	Notice of Appearance or Withdrawal of Counsel: for attorney Joseph M Lovretovich counsel for Plaintiff Agnes Deirdre Morrissey-Berru. Adding Andrew S. Pletcher as counsel of record for Agnes Deirdre Morrissey-Berru for the reason indicated in the G-123 Notice. Filed by plaintiff Agnes Deirdre Morrissey-Berru. (Lovretovich, Joseph) (Entered: 08/28/2017)
08/28/2017	<u>38</u>	MEMORANDUM in Opposition to NOTICE OF MOTION AND MOTION for Summary Judgment as to Complaint <u>27</u> filed by Plaintiff Agnes Deirdre Morrissey-Berru. (Lovretovich, Joseph) (Entered: 08/28/2017)
08/28/2017	<u>39</u>	Plaintiff's Separate Statement In Opposition to Motion For Summary Judgment Opposition re: NOTICE OF MOTION AND MOTION for Summary Judgment as to Complaint <u>27</u> filed by Plaintiff Agnes Deirdre Morrissey-Berru. (Lovretovich, Joseph) (Entered: 08/28/2017)
08/28/2017	<u>40</u>	Plaintiff's Request for Judicial Notice in Support of Opposition Opposition re: NOTICE OF MOTION AND MOTION for Summary Judgment as to Complaint <u>27</u> filed by Plaintiff Agnes Deirdre Morrissey-Berru. (Lovretovich, Joseph) (Entered: 08/28/2017)
08/28/2017	<u>41</u>	Plaintiff's Compendium of Evidence - Volume 1 of 2 Opposition re: NOTICE OF MOTION AND MOTION for Summary Judgment as to Complaint <u>27</u> filed by Plaintiff Agnes Deirdre Morrissey-Berru. (Lovretovich, Joseph) (Entered: 08/28/2017)
08/28/2017	<u>42</u>	Plaintiff's Compendium of Evidence - Volume 2 of 2 Opposition re: NOTICE OF MOTION AND MOTION for Summary Judgment as to Complaint <u>27</u> filed by Plaintiff Agnes Deirdre Morrissey-Berru. (Lovretovich, Joseph) (Entered: 08/28/2017)
09/01/2017	<u>43</u>	REPLY in support of NOTICE OF MOTION AND MOTION for Summary Judgment as to Complaint <u>27</u> filed by Defendant Our Lady of Guadalupe School. (Kantor, Stephanie) (Entered: 09/01/2017)
09/01/2017	<u>44</u>	STATEMENT of Reply Statement of Controverted and Uncontroverted Facts NOTICE OF MOTION AND MOTION for Summary Judgment as to Complaint <u>27</u> filed by Defendant Our Lady of Guadalupe School. (Kantor, Stephanie) (Entered: 09/01/2017)
09/01/2017	<u>45</u>	NOTICE OF LODGING filed <i>Objections to Plaintiff's Evidence</i> re Reply (Motion related)

		<u>43</u> (Attachments: # <u>1</u> Objections to Plaintiff's Evidence)(Kantor, Stephanie) (Entered: 09/01/2017)
09/01/2017	<u>46</u>	DECLARATION of Stephanie B. Kantor in support of Defendant's Reply NOTICE OF MOTION AND MOTION for Summary Judgment as to Complaint <u>27</u> filed by Defendant Our Lady of Guadalupe School. (Kantor, Stephanie) (Entered: 09/01/2017)
09/06/2017	<u>47</u>	NOTICE of Voluntary Dismissal filed by plaintiff Agnes Deirdre Morrissey-Berru. Dismissal is with prejudice. (Lovretovich, Joseph) (Entered: 09/06/2017)
09/08/2017	<u>48</u>	IN CHAMBERS ONLY-TEXT ONLY ENTRY by Judge Stephen V. Wilson: The Court orders that Defendant Our Lady of Guadalupe School clarify the scope of the Motion for Summary Judgment <u>27</u> , in light of the recent dismissal of claims. The defendant shall file a supplemental memorandum no later than Wednesday, September 13, 2017. THERE IS NO PDF DOCUMENT ASSOCIATED WITH THIS ENTRY. (pc) TEXT ONLY ENTRY (Entered: 09/08/2017)
09/11/2017	<u>49</u>	MEMORANDUM of CONTENTIONS of FACT and LAW filed by Defendant Our Lady of Guadalupe School. (Kantor, Stephanie) (Entered: 09/11/2017)
09/11/2017	<u>50</u>	Witness List filed by plaintiff Agnes Deirdre Morrissey-Berru.. (Lovretovich, Joseph) (Entered: 09/11/2017)
09/11/2017	<u>51</u>	MEMORANDUM of CONTENTIONS of FACT and LAW filed by plaintiff Agnes Deirdre Morrissey-Berru. (Lovretovich, Joseph) (Entered: 09/11/2017)
09/11/2017	<u>52</u>	Witness List filed by Defendant Our Lady of Guadalupe School.. (Kantor, Stephanie) (Entered: 09/11/2017)
09/11/2017	<u>53</u>	JOINT Exhibit List filed by plaintiff Agnes Deirdre Morrissey-Berru.. (Lovretovich, Joseph) (Entered: 09/11/2017)
09/12/2017	<u>54</u>	AMENDED DOCUMENT filed by Defendant Our Lady of Guadalupe School. Amendment to Witness List <u>52</u> (Kantor, Stephanie) (Entered: 09/12/2017)
09/12/2017	<u>55</u>	SUPPLEMENT to NOTICE OF MOTION AND MOTION for Summary Judgment as to Complaint <u>27</u> <i>Memorandum Clarifying Scope of Motion</i> filed by Defendant Our Lady of Guadalupe School. (Kantor, Stephanie) (Entered: 09/12/2017)
09/15/2017	<u>56</u>	IN CHAMBERS ONLY-TEXT ONLY ENTRY by Judge Stephen V. Wilson: The Motion for Summary Judgment as to Complaint filed by Defendant <u>27</u> is suitable to a determination without oral argument. Fed. R. Civ. P. 78(b); Local Rule 7-15. The hearing scheduled for 09/18/2017 at 1:30 p.m. is VACATED and OFF-CALENDAR. Order to issue. THERE IS NO PDF DOCUMENT ASSOCIATED WITH THIS ENTRY. (pc) TEXT ONLY ENTRY (Entered: 09/15/2017)
09/21/2017	<u>57</u>	NOTICE OF LODGING Proposed Pretrial Conference Order Plaintiff Agnes Deirdre Morrissey-Berru. (Lovretovich, Joseph) (Entered: 09/21/2017)
09/27/2017	<u>58</u>	MINUTES (IN CHAMBERS) ORDER GRANTING SUMMARY JUDGMENT by Judge Stephen V. Wilson re: <u>27</u> for Summary Judgment. The prevailing shall submit a proposed judgment consistent with this order. All previously set dates are vacated. (See document for details) (mrgo) (Entered: 09/27/2017)
10/02/2017	<u>59</u>	NOTICE OF LODGING filed re Order on Motion for Summary Judgment, <u>58</u> (Attachments: # <u>1</u> Proposed Order Judgment)(Kantor, Stephanie) (Entered: 10/02/2017)
10/25/2017	<u>60</u>	NOTICE OF APPEAL to the 9th Circuit Court of Appeals filed by plaintiff Agnes Deirdre Morrissey-Berru. Appeal of Order on Motion for Summary Judgment, <u>58</u> . (Appeal Fee - \$505 Fee Paid, Receipt No. 0973-20719823.) (Lovretovich, Joseph) (Entered: 10/25/2017)

10/25/2017	<u>61</u>	REPRESENTATION STATEMENT re Notice of Appeal to 9th Circuit Court of Appeals <u>60</u> . (Lovretovich, Joseph) (Entered: 10/25/2017)
10/25/2017	<u>62</u>	NOTIFICATION from Ninth Circuit Court of Appeals of case number assigned and briefing schedule. Appeal Docket No. 17-56624 assigned to Notice of Appeal to 9th Circuit Court of Appeals <u>60</u> as to plaintiff Agnes Deirdre Morrissey-Berru. (mrgo) (Entered: 10/25/2017)
12/06/2017	<u>63</u>	JUDGMENT by Judge Stephen V. Wilson. IT IS HEREBY ORDERED, ADJUDGED AND DECREED as follows: Plaintiff shall take nothing on her Complaint; 2. Defendant OUR LADY OF GUADALUPE SCHOOL's Motion for Summary Judgment <u>27</u> <u>58</u> is GRANTED in its entirety. (MD JS-6, Case Terminated). (lom) (Entered: 12/07/2017)
12/07/2017	<u>64</u>	APPLICATION to the Clerk to Tax Costs against Plaintiff Agnes Deirdre Morrissey-Berru filed by Defendant Our Lady of Guadalupe School. (Kantor, Stephanie) (Entered: 12/07/2017)
12/08/2017	<u>65</u>	OBJECTIONS Opposition re: APPLICATION to the Clerk to Tax Costs against Plaintiff Agnes Deirdre Morrissey-Berru <u>64</u> filed by Plaintiff Agnes Deirdre Morrissey-Berru. (Lovretovich, Joseph) (Entered: 12/08/2017)
12/11/2017	<u>66</u>	REPLY in support of APPLICATION to the Clerk to Tax Costs against Plaintiff Agnes Deirdre Morrissey-Berru <u>64</u> filed by Defendant Our Lady of Guadalupe School. (Kantor, Stephanie) (Entered: 12/11/2017)
02/20/2018	<u>67</u>	BILL OF COSTS. Costs taxed in the amount of \$4,153.70 in favor of Defendant Our Lady of Guadalupe School and against Plaintiff. RE: <u>64</u> APPLICATION to the Clerk to Tax Costs against Plaintiff Agnes Deirdre Morrissey-Berru. (ri) (Entered: 02/20/2018)
02/27/2018	<u>68</u>	NOTICE OF MOTION AND MOTION to Tax Costs against Our Lady of Guadalupe School filed by plaintiff Agnes Deirdre Morrissey-Berru. Motion set for hearing on 12/17/2018 at 01:00 PM before Judge Stephen V. Wilson. (Lovretovich, Joseph) (Entered: 02/27/2018)

PACER Service Center			
Transaction Receipt			
03/09/2018 14:48:29			
<b>PACER Login:</b>	Jlovretovich73403:2951809:0	<b>Client Code:</b>	
<b>Description:</b>	Docket Report	<b>Search Criteria:</b>	2:16-cv-09353-SVW-AFM End date: 3/9/2018
<b>Billable Pages:</b>	7	<b>Cost:</b>	0.70



9th Circuit Case Number(s) 17-56624

**NOTE:** To secure your input, you should print the filled-in form to PDF (File > Print > *PDF Printer/Creator*).

\*\*\*\*\*

**CERTIFICATE OF SERVICE****When All Case Participants are Registered for the Appellate CM/ECF System**

I hereby certify that I electronically filed the foregoing with the Clerk of the Court for the United States Court of Appeals for the Ninth Circuit by using the appellate CM/ECF system on (date) March 12, 2018.

I certify that all participants in the case are registered CM/ECF users and that service will be accomplished by the appellate CM/ECF system.

Signature (use "s/" format)

/s/ Andrew S. Pletcher

\*\*\*\*\*

**CERTIFICATE OF SERVICE****When Not All Case Participants are Registered for the Appellate CM/ECF System**

I hereby certify that I electronically filed the foregoing with the Clerk of the Court for the United States Court of Appeals for the Ninth Circuit by using the appellate CM/ECF system on (date)                     .

Participants in the case who are registered CM/ECF users will be served by the appellate CM/ECF system.

I further certify that some of the participants in the case are not registered CM/ECF users. I have mailed the foregoing document by First-Class Mail, postage prepaid, or have dispatched it to a third party commercial carrier for delivery within 3 calendar days to the following non-CM/ECF participants:

Signature (use "s/" format)