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*Attorneys for Plaintiff*

**IN THE DISTRICT COURT OF THE THIRD JUDICIAL DISTRICT OF THE  
STATE OF IDAHO, IN AND FOR CANYON COUNTY**

**MONIKA GANGWER and TIMOTHY  
GANGWER, husband and wife,**

*Plaintiffs*

v.

**LEGACY PUBLIC CHARTER SCHOOL,  
INC. d.b.a. LEGACY CHARTER SCHOOL,  
BMED, Inc. an Idaho General Business  
Corporation, REBECCA STALLCOP,  
individually and as the agent of BMED, Inc., and  
BART MCKNIGHT, individually and as the  
agent of Legacy Charter School District, JOHN  
OR JANE DOES, whose true identities are  
unknown.**

*Defendants.*

Case No.

**COMPLAINT AND DEMAND  
FOR JURY TRIAL**

COME NOW the above-named Plaintiffs, Monika and Timothy Gangwer, and for  
cause of action against the above-named Defendants, state and allege as follows:

**PARTIES**

1. At all times relevant to this Complaint, Plaintiffs were residents of Canyon  
County, Idaho.

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**COMPLAINT AND DEMAND FOR JURY TRIAL**

2. At all times relevant to this Complaint, Defendant Legacy Charter School, was and is a political division of the state of Idaho, with its administrative offices principally located in Nampa, Canyon County, Idaho.
3. Defendant Legacy Public Charter School, Inc. *d.b.a.* Legacy Charter School District is an Idaho non-profit corporation doing business at all relevant times herein in Canyon County. The registered agent for service of process of Defendant Legacy Public Charter School, Inc. *d.b.a.* Legacy Charter School is Bart McKnight, 3709 Clifton Way, Nampa, ID 83686
4. Defendant BMED, Inc. is an Idaho general business corporation doing business at all relevant times herein in Canyon County. The registered agent for service of process of BMED, Inc. is Paul Stallcop, 2609 Toma Ct., Nampa ID 83686.
5. At all relevant times herein, Defendant Rebecca Stallcop was an employee, agent and/or principal of Defendant BMED, Inc.
6. Upon information and belief, at all relevant times herein Defendant Rebecca Stallcop was a resident of Canyon County, Idaho.
7. At all relevant times herein, Defendant Stallcop was acting at the agent of BMED, Inc.
8. At all relevant times herein, Defendant Stallcop was also an employee and/or agent of Defendant Legacy Charter School, Inc.
9. At all relevant times herein, Defendant Stallcop was acting at the agent of Defendant Legacy Charter School, Inc.
10. Upon information and belief, at all relevant times herein Defendant Bart McKnight was a resident of Canyon County, Idaho.

11. At all relevant times herein, Defendant McKnight was acting at the agent of Defendant Legacy Charter School, Inc.
12. JOHN OR JANE DOES, *whose true identities are unknown*, are individuals or entities that were involved in the actions complained of by the Plaintiffs herein.

### **JURISDICTION AND VENUE**

13. This Court has subject matter and personal jurisdiction pursuant to I.C. §6-901, *et seq.*, including I.C. §§6-914 and 6-2105.
14. Plaintiff has filed a notice of tort claim which is presently pending; however, claims brought under the Idaho Code Title 6 Chapter 21, the “Idaho Protection of Public Employees Act” are not subject to the Idaho Tort Claims Act. For this reason, Plaintiff intends to amend this complaint when her Notice of Tort claim is no longer pending.
15. Venue is proper pursuant to I.C. §§5-402, 5-403, and 5-404.

### **PREPARATION OF THIS COMPLAINT**

16. This complaint is prepared by Plaintiffs’ Counsel, W<sup>m</sup> Breck Seiniger, Jr. based upon information acquired by him in his investigation of this case. This complaint is intended to comply with the requirements of I.R.Civ.P. 8(a)(1). Any questions which the Defendants may have regarding the meaning of any allegation contained in this complaint should be directed to Plaintiffs’ Counsel.

## **FACTUAL ALLEGATIONS**

### **The Charter Schools**

17. Defendant Stallcop claims to have created a method known as the “Harbor School Method.”
18. Defendant Stallcop and/or BMED, Inc. claim to have a proprietary interest in the so-called “Harbor School Method.”
19. BMED, Inc. has contracts with three charter schools in Canyon County known as Legacy Charter School, Liberty Charter School, and Victory Charter School.
20. These schools are referred to collectively as “The Charter Schools.”
21. Upon information and belief, the Charter Schools are organized and operated by non-profit boards for the purpose of allowing Defendants BMED, Inc. and Stallcop to operate “Harbor Method” schools for profit, in violation of the authorization limitations for Charter Schools contained in Idaho Code Ann. § 33-5203.
22. Defendant Legacy Charter School is supervised by the Governing Board of Legacy Public Charter School/Board of Directors. The Chairman of the Board is Bart McKnight (Chairman McKnight).
23. Tamera Baysinger (Director Baysinger) is employed as the Director of the Idaho Public Charter School Commission and offers direction and counsel to the Board and BMED Inc.
24. Nevertheless, the Boards of the Charter Schools were chosen by Defendant Rebecca Stallcop, and acted at her direction.

25. In the alternative, the Boards of the Charters were chosen by Defendant Rebecca Stallcop, and abdicated their responsibilities to act independently.
26. In particular, the Chairman of the Board of Legacy Charter allowed Defendant Rebecca Stallcop to exceed her authority under her contract with the school.
27. This practice was contrary to law and circumstances that lead to redundancy and other forms of waste.
28. Much of the so-called consultation provided by BMED, Inc. to the Charter Schools is in fact training and consultation available the Charter Schools without cost by virtue of Idaho Code § 33-5211 that provides: “The state department of education shall provide technical assistance to persons or groups preparing or revising charter petitions and to existing public charter schools in the same manner as such assistance is provided to traditional public schools and school districts.”
29. Paying BMED, Inc. for consultation that is otherwise available from the Idaho State Department of Education at no cost constitutes waste.

**Plaintiff Monika Gangwer’s Employment by Legacy Charter School**

30. Beginning Summer 2011, Plaintiff Monika Gangwer worked in a hybrid position as half-time administrator/half-time teacher for Defendant Legacy Public Charter School, Inc..(referred to hereinafter as “Defendant Legacy”) in Nampa, Idaho under the supervision of the Board of Commissioners and in conjunction with the Harbor Method Principals via the contracted entity BMED Inc.

31. Plaintiff Monika Gangwer's job duties included all of the responsibilities of a Legacy educator in addition to driving and enforcing compliance with policies and procedures and law as a co-principal and administrator.

### **The Role of Rebecca Stallcop**

32. Each of the Charter Schools is incorporated as a nonprofit entity in the State of Idaho.

33. Rebecca Stallcop is the manager or principal of BMED, Inc.

34. Although these charter schools are separately incorporated, each has a contract with BMED, Inc. to train and advise the administrators of those schools regarding compliance with Harbor Method Principals and applicable laws and regulations.

35. The relevant contract provides the following with respect to the authority of BMED, Inc. (Rebecca Stallcop):

#### **“AUTHORITY, POWER, OBLIGATIONS AND RESPONSIBILITIES OF THE MANAGER**

The Manager's authority, powers, duties and responsibilities towards the School shall include, but not be limited to the following:

- Review all emails from the Administrator(s) to board members, staff, and parents;
- Provide input, guidance and training that is consistent with the Harbor School Method' to School administrator(s) on personnel, parent and student issues as those issues occur;
- Review and approve all projected School budgets prior to their submission by the Administrators to the School's Governing Board for board approval;
- Review and approve all School purchases over \$ 1,000.00 for 2012-2013 school year;
- Review and approve all staff evaluations, pay increases and/or raises prior to their submission by the School's Governing Board for board approval;

- Conduct random onsite evaluations and reviews at Manager's discretion;
  - Evaluate and determine whether the School meets Harbor School Method™ criteria and whether the School will retain the Harbor School Method" designation. A copy of the Harbor School Method™ criteria is attached to this Agreement as Exhibit A.” (Not attached to this complaint.)
36. Defendant Rebecca Stallcop had limited contractual authority over Legacy Charter School and its agents.
37. Defendant Rebecca Stallcop consistently exceeded her contracted authority over the charter schools and its agents.
38. Defendant Rebecca Stallcop was not a named member of the Board of Directors of Legacy Charter School.
39. Defendant Rebecca Stallcop was not an officer of Legacy Charter School.
40. Defendant Rebecca Stallcop was not a member of the administration at Legacy Charter School.
41. Defendant Rebecca Stallcop had no explicit general authority by virtue of her contract over Plaintiff Monika Gangwer.
42. Notwithstanding the foregoing, because of her control over the Boards of Directors of the Charter Schools in general, and Legacy Charter School in specific, Defendant BMED, Inc. acting through Defendant Rebecca Stallcop, was permitted to act as a de facto superintendent of the Charter Schools.
43. Upon information and belief, Defendant Stallcop, BMED, Inc. and McKnight contend that the complaints made by Plaintiff Monika Gangwer to the Board of Legacy Charter School violated the “chain of command” because Plaintiff Monika Gangwer was required to take her complaints about the unethical and

illegal course of conduct recommended by Defendant Stallcop to Defendant Stallcop.

44. The conduct of Rebecca Stallcop and Legacy Charter School Board Chairman Defendant Bart McKnight described herein violated the ethical provisions of Idaho Code Title 59 Chapter 7 in that to the extent that Defendant Legacy Charter School permitted Defendant Stallcop to act as superintendent, she had a conflict of interest as defined by Idaho Code § 59-703 in that she had a private pecuniary interest in continuing BMED, Inc.'s lucrative contract with Legacy Charter School that would have been jeopardized by the reporting of an unethical or illegal contract.

#### **The Lottery System**

45. The admission procedure of Legacy Public Charter School is in compliance with I.C. §§33-5205 and IDAPA 08.02.04, "Rules Governing Public Charter Schools."
46. Offers of admission to Legacy, Liberty and Victory Charter schools are required by law to be based upon a "fair and equitable selection process" via a lottery system.
47. At all relevant times herein, Legacy, Liberty and Victory Charter schools maintained defined procedures that were to be followed in admitting students to ensure compliance with the "Rules Governing Public Charter Schools."
48. Upon information and belief, admission preferences within the lottery at Legacy are granted in such circumstances as returning students, children of founders, children of full-time employees, siblings of pupils already selected by the lottery,



and students residing in the attendance area are prioritized into hierarchical “priority levels.”

49. Upon information and belief, each year the charter schools create list containing the names of all prospective students requesting admission, separated by grade level.
50. Upon information and belief, the name of each prospective student on the proposed attendance list is individually affixed to or written on an index card, separated by grade.
51. Upon information and belief, Legacy Charter School uses a randomized electronic system to “draw” the cards to establish the order of the waiting lists.
52. A neutral, third party is required to observe and authenticate each grade's waiting list.
53. There is a waiting list for each priority level for each grade such as a founder list, a sibling of enrolled students list, in-boundary list, and an out-of-boundary list.
54. After all index cards have been “drawn” and selected for each grade, then the index cards are sorted for each grade level in accordance with a set procedure.
55. All index cards are sorted by priority level and then sorted based on the chronological order of the selection number written on each index card.
56. After the index cards have been sorted for all grade levels, the names are transferred, by grade level and in such order as preferences and chronological order apply, to the Final Selection List.

57. The names of the persons in highest order on the final selection list have the highest priority for admission to the charter school in that grade, and shall be offered admission to the charter school in such grade until all seats for that grade are filled.
58. The enrollment caps for each grade are specified in the Legacy Charter School Contract.
59. Charter schools may not simply add an extra student to a grade/class beyond the enrollment cap as an accommodation to an administrator or a teacher or for any reason that is simply a “favor” that an administrator or teacher would like to extend to a friend, colleague, or acquaintance.

**Circumstances Involving the Placement of Student Jane Doe**

60. On August 17, 2012, Plaintiff Monika Gangwer was contacted by Rebecca Stallcop who directed Plaintiff Monika Gangwer to admit a new student to Legacy Charter School for Kindergarten for Fall 2012 owing to an alleged error in the lottery system.
61. The student in question, Student Jane Doe was not entitled to admission into Legacy Kindergarten for Fall 2012 because her placement number, determined by the aforementioned lottery procedures, on the Final Selection List for Legacy was 91 on the in-boundaries list.
62. Student Jane Doe was also not entitled to be admitted into Liberty Kindergarten for Fall 2012 under the lottery system because her placement number, determined

- by the aforementioned lottery procedures, on the Final Selection List for Liberty Charter School was 86 on the out-of-boundaries list.
63. Pursuant to Plaintiff Monika Gangwer's request, Defendant Legacy's lottery manager/administrative assistant Lindsey Archuleta verified and reported that no error had been made with respect to the Student Jane Doe's position on the list or in the lottery procedure.
64. Upon information and belief, Lindsey Archuleta confirmed that no lottery error had been made via visual inspection of both Student Jane Doe's lottery card and her placement on the Final Selection List.
65. Pursuant to Plaintiff Monika Gangwer's request, Liberty's lottery manager/administrative assistant/Clerk of the Board at Liberty Alane McKnight verified that no error had been made with respect to the student's position in the lottery.
66. Upon information and belief, Alane McKnight confirmed that no lottery error had been made via visual inspection of her placement on the Final Selection List for Liberty Charter School.
67. Upon information and belief, an agent of Defendant Legacy and/or BMED Inc. wrongly and incorrectly reported to the Idaho Public Charter School Commission that an error had been made in the Fall 2012 lottery and that the error had been corrected "according to precedent" by enrolling an "extra" student, Student Jane Doe, in Kindergarten at Liberty Charter School.

**Plaintiff Monika Gangwer's Protected Reporting of Potentially Illegal  
Conduct To Her Superiors Regarding Violation of Charter School Laws**

68. From August 17, 2012 to Plaintiff Monika Gangwer's discharge on September 13, 2012, she reported to her supervisors and colleagues that the aforementioned practices regarding the lottery were in violation of laws and regulations.
69. Plaintiff Monika Gangwer also communicated her concerns regarding mismanagement and lottery tampering in good faith to the Idaho Public Charter School Commission via Director Baysinger.
70. Plaintiff Monika Gangwer's complaints to these persons and entities that resulted in her discharge on September 13, 2012 include, but are not limited to the following:
- a) Plaintiff Monika Gangwer spoke on the phone, had text message conversations, and had in-person conversations with Defendant Stallcop beginning on August 17, 2012;
  - b) Plaintiff Monika Gangwer spoke on the phone, had text message conversations, and had in-person conversations with her Legacy Charter School co-administrator, Seth Stallcop beginning on August 17, 2012;
  - c) Plaintiff Monika Gangwer spoke on the phone with Defendant McKnight on August 19, 2012 and had subsequent in-person meetings regarding her concerns;
  - d) Plaintiff Monika Gangwer had a meeting with Director Baysinger of the Idaho Public Charter School Commission on September 4, 2012, in which

Director Baysinger additionally confirmed that Plaintiff Gangwer had followed the correct procedure by reporting her concerns to Chairman McKnight.

e) Following the September 4, 2012 meeting, Plaintiff Monika Gangwer exchanged emails and supporting documentation of her concerns with Director Baysinger.

f) On September 11, 2012 Plaintiff Monika Gangwer filed a grievance with the Professional Standards Commission (PSC) which was additionally sent to Rebecca Stallcop of BMED., Inc.; Bart McKnight, Legacy Board Chairman; Sheila Bryant, Legacy Board Vice-Chair; Board Members: Emily Criddle, Christine Ivie, Danny Bower; Niki Crow, Clerk of the Legacy Board; Gayle O'Donahue, Legacy Public Relations Director; Seth Stallcop, Legacy Co-Administrator; and Tamara Baysinger, Director of Public Charter School Commission at the Idaho Department of Education.

**Plaintiff Monika Gangwer's Protected Reporting of Potentially Illegal Conduct To Her Superiors Regarding Waste And Accounting Irregularities**

71. Beginning in early 2012, Plaintiff Monika Gangwer became generally concerned about the fact that Defendant Rebecca Stallcop appeared to be operating the three charter schools, Legacy, Liberty and Victory, as though they were divisions of one combined unit by transferring monies and property without proper documentation to prevent waste or authorization by their Boards contrary to the fact that they are three distinct entities.

72. In the late spring/early summer Plaintiff Monika Gangwer expressed concern regarding these practices to Seth Stallcop, the co-administrator of Legacy School, to Niki Crow, the Clerk of the Board of the Legacy and Victory Charter schools.
73. Upon information and belief, Plaintiff Monika Gangwer's expressions of concern were communicated by Seth Stallcop and/or Niki Crow to the schools' auditor Tim Folke or his associates.
74. Upon information and belief, Plaintiff Monika Gangwer's expressions of concern were communicated by Seth Stallcop and/or Niki Crow and/or to the schools' auditor Tim Folke or his associates to Defendant Rebecca Stallcop.
75. Upon information and belief, Plaintiff Monika Gangwer's expressions of concern were communicated by Seth Stallcop and/or Niki Crow and/or to the schools' auditor Tim Folke or his associates and/or Rebecca Stallcop to Bart McKnight, the Chairman of the Board of Directors of Legacy Charter School.
76. The irregular financial transactions between Legacy Charter School and Liberty Charter School, besides being unlawful, created waste or the potential for waste, because undocumented loans would be difficult or impossible to track, no interest would be paid on the loans, etc.
77. Plaintiff Monika Gangwer was not necessarily aware of the specific legal requirements attendant to such transfers, but believed that they were illegal, and reported them in good faith so that they would be properly investigated and documented to prevent waste and to comply with the law.

### **Constructive Discharge**

78. Plaintiff Monika Gangwer's was threatened with termination proceedings based upon her exercise of protected activity as described aforesaid.

Plaintiff Monika Gangwer was told by Defendant Chairman McKnight that if she did not agree to resign, or modify her contract and remain silent about their conduct by the deadline of September 13, 2012, they would start the termination process.

79. Defendant Legacy's threat of termination proceedings because of Plaintiff Monika Gangwer's exercise of protected activity was an unqualified act of bad faith, was mentally distressing, and conveyed an attitude on the part of her employer of hostility.

80. Plaintiff Monika Gangwer had done nothing to justify exposing her to the embarrassment and humiliation of termination proceedings.

81. Being exposed to the embarrassment and humiliation of termination proceedings would have created a black mark on Plaintiff Monika Gangwer's otherwise exemplary employment record.

82. Defendants knew and understood that threatening termination proceedings would cause Plaintiff Monika Gangwer emotional distress, and intended the same in hopes that she would agree to resign, or modify her contract and remain silent about their conduct.

83. No reasonable person would find the threat of such action to be acceptable under the circumstances, since termination proceedings were threatened purely to frighten Plaintiff Monika Gangwer into silence to protect the Defendants from being exposed to scrutiny for their questionable, if not illegal, conduct.
84. By virtue of the foregoing, Plaintiff Monika Gangwer's working conditions became so intolerable that a reasonable person in her position would have felt compelled to resign.
85. At all relevant times herein up to and including September 13, 2012, Defendants created working conditions of employment that became so intolerable by September 13, 20 that she had no option but consider herself constructively discharged from her employment at Legacy Charter School.
86. On September 13, 2012, Plaintiff Monika Gangwer gave notice to Legacy Charter School that she considered herself constructively discharged.
87. By creating conditions of employment so intolerable that she had no option but consider herself constructively discharged, Plaintiff Monika Gangwer's employment was effectively terminated on September 13, 2012 without just cause in retaliation for her having expressed concern that Defendant Stallcop's demands regarding the placement of Student Jane Doe in Legacy was a violation of the laws governing charter schools.
88. The terms and conditions of the Plaintiff Monika Gangwer's employment were materially and negatively affected, and Plaintiff Monika Gangwer's employment was



constructive discharged, subsequent to her voicing her concerns to the supervising Chairman McKnight and Director Baysinger.

89. Defendants retaliated against Plaintiff Monika Gangwer for having voiced her concerns regarding mismanagement of and tampering with the admission lottery system.

90. Defendants conduct amounted to bad faith.

91. Plaintiff Monika Gangwer's constructive discharge has prevented her from making additional internal reports of questionable conduct or mismanagement and/or misconduct and/or illegal conduct, including but not limited to:

- a) Plaintiff Monika Gangwer's knowledge that the aforementioned modifications to Plaintiff Monika Gangwer's employment contract were knowingly mischaracterized and misreported by Defendant Chairman McKnight and Defendant Stallcop to the Board as an accommodation of Plaintiff Monika Gangwer's wishes and needs;
- b) Plaintiff Monika Gangwer's observation that Defendant's employees and agents were trying to avoid a full-investigation of their lottery practices;
- c) Plaintiff Monika Gangwer's discovery of potential misfeasance—financial and otherwise—within BMED Inc.'s relationship to the Charter Schools;
- d) Plaintiff Monika Gangwer's knowledge of potential violations of open meeting laws by the Board.

**FIRST CAUSE OF ACTION -- VIOLATION OF THE IDAHO PUBLIC  
EMPLOYEES PROTECTION ACT (I.C. §6-2101, et seq.)**

92. Plaintiff Monika Gangwer realleges the foregoing paragraphs as though set forth in haec verba.

93. During all relevant times to this complaint, Plaintiff Monika Gangwer was a government employee, as defined by I.C. §6-2103.

94. As alleged herein, the Plaintiff Monika Gangwer communicated in good faith to her superiors and coworkers at Defendant Legacy Charter School that there was tampering with the lottery system and mismanagement and that she, in good faith, believed that there were acts and omission by employees and contracted entities of Defendant Legacy Charter School that violated and/or she suspected violated the laws, rules, or regulations of the State of Idaho, Legacy Public Charter School, and the United States, to wit, mismanagement and tampering with the admission lottery system.

95. Defendant's employees and agents violated I.C. §6-2104, when they terminated Plaintiff Monika Gangwer for voicing complaints about the violation and/or suspected violation of the laws, rules, or regulations of the State of Idaho, Defendant Legacy Charter School, and the United States, to wit mismanagement and tampering with the admission lottery system.

96. As a direct and proximate result of the conduct of the Defendants, Plaintiff Monika Gangwer suffered actual damage as described below.

**SECOND CAUSE OF ACTION – INTENTIONAL OR RECKLESS  
INFLICTION OF EMOTIONAL DISTRESS**

97. Plaintiff Monika Gangwer incorporates all foregoing allegations contained in this complaint as though fully set forth herein *in haec verba*.

98. The conduct of the Defendants was intentional or reckless.

99. The conduct of the Defendants was extreme and outrageous.

100. As a direct and proximate result of the conduct of the Defendants, Plaintiff Monika Gangwer has suffered severe emotional distress.

101. As a direct and proximate result of the conduct of the Defendants, Plaintiff Monika Gangwer suffered actual damage as described below.

**THIRD CAUSE OF ACTION – INTENTIONAL OR RECKLESS  
INFLICTION OF EMOTIONAL DISTRESS**

102. Plaintiff Monika Gangwer incorporates all foregoing allegations contained in this complaint as though fully set forth herein *in haec verba*.

103. Defendants had a duty of due care to act reasonably towards Plaintiff Monika Gangwer in addressing her complaints and concerns regarding waste in general and her insistence that the laws of the State of Idaho regarding compliance with the admission of students in particular.

104. Defendants breached that duty.

105. The conduct of the Defendants was negligent.

106. As a direct and proximate result of the conduct of the Defendants, Plaintiff Monika Gangwer has suffered emotional distress accompanied by physical injury.

107. As a direct and proximate result of the conduct of the Defendants, Plaintiff Monika Gangwer suffered actual damage as described below.

### **DAMAGES**

108. As a direct and proximate result of Defendant Legacy Charter School's illegal adverse action, Plaintiff has the loss of the remaining consideration due to her under her contract with Legacy Charter School in an amount calculable with reference to said contract.

109. As a direct and proximate result of Defendants' actions, Plaintiffs incurred and suffered the following injuries and damages for which she is entitled to compensation in amounts to be proven at trial:

- a. Past, present, and future mental anguish, emotional distress, and humiliation;
- b. Past, present, and future loss of wages, and associated employment benefits, in the amount to be proven at trial;

110. As a direct and proximate result of the aforementioned actions of Defendant, Plaintiffs have been required to retain legal counsel for prosecuting this action, has retained the services of Seiniger Law Offices, P.A., to represent her in this action, has agreed to pay reasonable attorney fees, and is therefore entitled to recover reasonable attorney fees and costs herein from Defendant

pursuant to I.R.CIV.P. 54 and I.C. §§6-2105(1), 6-2106(5), 12-121, and/or other applicable law.

**PRAYER FOR RELIEF**

WHEREFORE, Plaintiffs pray judgment against Defendant as follows:

1. For Plaintiff Monika Gangwer's past, present, and future mental anguish, emotional distress, and humiliation and other general damages;
2. For Plaintiff Monika Gangwer's past, present, and future loss of wages and earning capacity, and associated employment benefits in the amount to be proven at trial;
3. For the imposition of a civil fine against Defendant pursuant to I.C. §6-2106(6);  
and
4. For Plaintiffs' costs and attorney's fees incurred herein.

Such additional damages as the evidence shows and the Court deems reasonable, just, equitable, and proper in the premises.

DATED: March 8, 2013



W<sup>m</sup> Breck Seiniger, Jr.

**DEMAND FOR JURY TRIAL**

Pursuant to I.R.CIV.P. 38(b), Plaintiff hereby demands a trial by jury on any and all issues properly triable by jury in this action.

DATED: March 8, 2013



W<sup>m</sup> Breck Seiniger, Jr.

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*Attorneys for Plaintiff*

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STATE OF IDAHO, IN AND FOR CANYON COUNTY**

**MONIKA GANGWER and TIMOTHY  
GANGWER, husband and wife,**

*Plaintiffs*

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individually and as the agent of BMED, Inc., and  
BART MCKNIGHT, individually and as the  
agent of Legacy Charter School District, JOHN  
OR JANE DOES, whose true identities are  
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*Defendants.*

Case No.

**SUMMONS**

**NOTICE: YOU HAVE BEEN SUED BY THE ABOVE-NAMED PLAINTIFF(S).  
THE COURT MAY ENTER JUDGMENT AGAINST YOU WITHOUT FURTHER  
NOTICE UNLESS YOU RESPOND WITHIN 20 DAYS.**

READ THE INFORMATION BELOW.

**TO: LEGACY PUBLIC CHARTER SCHOOL, INC.:**

You are hereby notified that in order to defend this lawsuit, an appropriate written response must be filed with the above designated court within 20 days after service of

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**SUMMONS TO LEGACY PUBLIC CHARTER SCHOOL, INC.**

this Summons on you. If you fail to so respond the court may enter judgment against you as demanded by the plaintiff(s) in the Complaint.

A copy of the Complaint is served with this Summons. If you wish to seek the advice of or representation by an attorney in this matter, you should do so promptly so that your written response, if any, may be filed in time and other legal rights protected.

An appropriate written response requires compliance with Rule 10(a)(1) and other Idaho Rules of Civil Procedure and shall also include:

1. The title and number of this case.
2. If your response is an Answer to the Complaint, it must contain admissions or denials of the separate allegations of the Complaint and other defenses you may claim.
3. Your signature, mailing address and telephone number, or the signature, mailing address and telephone number of your attorney.
4. Proof of mailing or delivery of a copy of your response to plaintiff's attorney, as designated above.

To determine whether you must pay a filing fee with your response, contact the Clerk of the above-named court.

DATED March 7, 2013.

CLERK OF THE DISTRICT COURT  
By

---

Deputy Clerk

Wm. Breck Seiniger, Jr. (ISB#2387)  
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<p><b>MONIKA GANGWER and TIMOTHY GANGWER, husband and wife,</b></p> <p style="text-align: center;"><i>Plaintiffs</i></p> <p>v.</p> <p><b>LEGACY PUBLIC CHARTER SCHOOL, INC. d.b.a. LEGACY CHARTER SCHOOL, BMED, Inc. an Idaho General Business Corporation, REBECCA STALLCOP, individually and as the agent of BMED, Inc., and BART MCKNIGHT, individually and as the agent of Legacy Charter School District, JOHN OR JANE DOES, whose true identities are unknown.</b></p> <p style="text-align: center;"><i>Defendants.</i></p>	<p>Case No.</p> <p><b>SUMMONS</b></p>
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**NOTICE: YOU HAVE BEEN SUED BY THE ABOVE-NAMED PLAINTIFF(S). THE COURT MAY ENTER JUDGMENT AGAINST YOU WITHOUT FURTHER NOTICE UNLESS YOU RESPOND WITHIN 20 DAYS.**

READ THE INFORMATION BELOW.

**TO: REBECCA STALLCOP:**

You are hereby notified that in order to defend this lawsuit, an appropriate written response must be filed with the above designated court within 20 days after service of



this Summons on you. If you fail to so respond the court may enter judgment against you as demanded by the plaintiff(s) in the Complaint.

A copy of the Complaint is served with this Summons. If you wish to seek the advice of or representation by an attorney in this matter, you should do so promptly so that your written response, if any, may be filed in time and other legal rights protected.

An appropriate written response requires compliance with Rule 10(a)(1) and other Idaho Rules of Civil Procedure and shall also include:

1. The title and number of this case.
2. If your response is an Answer to the Complaint, it must contain admissions or denials of the separate allegations of the Complaint and other defenses you may claim.
3. Your signature, mailing address and telephone number, or the signature, mailing address and telephone number of your attorney.
4. Proof of mailing or delivery of a copy of your response to plaintiff's attorney, as designated above.

To determine whether you must pay a filing fee with your response, contact the Clerk of the above-named court.

DATED March 7, 2013.

CLERK OF THE DISTRICT COURT  
By

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<p><b>MONIKA GANGWER and TIMOTHY GANGWER, husband and wife,</b></p> <p style="text-align: center;"><i>Plaintiffs</i></p> <p>v.</p> <p><b>LEGACY PUBLIC CHARTER SCHOOL, INC. d.b.a. LEGACY CHARTER SCHOOL, BMED, Inc. an Idaho General Business Corporation, REBECCA STALLCOP, individually and as the agent of BMED, Inc., and BART MCKNIGHT, individually and as the agent of Legacy Charter School District, JOHN OR JANE DOES, whose true identities are unknown.</b></p> <p style="text-align: center;"><i>Defendants.</i></p>	<p>Case No.</p> <p><b>SUMMONS</b></p>
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**NOTICE: YOU HAVE BEEN SUED BY THE ABOVE-NAMED PLAINTIFF(S).  
THE COURT MAY ENTER JUDGMENT AGAINST YOU WITHOUT FURTHER  
NOTICE UNLESS YOU RESPOND WITHIN 20 DAYS.**

READ THE INFORMATION BELOW.

**TO: BART MCKNIGHT:**

You are hereby notified that in order to defend this lawsuit, an appropriate written response must be filed with the above designated court within 20 days after service of

this Summons on you. If you fail to so respond the court may enter judgment against you as demanded by the plaintiff(s) in the Complaint.

A copy of the Complaint is served with this Summons. If you wish to seek the advice of or representation by an attorney in this matter, you should do so promptly so that your written response, if any, may be filed in time and other legal rights protected.

An appropriate written response requires compliance with Rule 10(a)(1) and other Idaho Rules of Civil Procedure and shall also include:

1. The title and number of this case.
2. If your response is an Answer to the Complaint, it must contain admissions or denials of the separate allegations of the Complaint and other defenses you may claim.
3. Your signature, mailing address and telephone number, or the signature, mailing address and telephone number of your attorney.
4. Proof of mailing or delivery of a copy of your response to plaintiff's attorney, as designated above.

To determine whether you must pay a filing fee with your response, contact the Clerk of the above-named court.

DATED March 7, 2013.

CLERK OF THE DISTRICT COURT  
By

Wm. Breck Seiniger, Jr. (ISB#2387)  
SEINIGER LAW OFFICES, P.A.  
942 Myrtle Street  
Boise, Idaho 83702  
Voice: (208) 345-1000  
Facsimile: (208) 345-4700

*Attorneys for Plaintiff*

**IN THE DISTRICT COURT OF THE THIRD JUDICIAL DISTRICT OF THE  
STATE OF IDAHO, IN AND FOR CANYON COUNTY**

<p><b>MONIKA GANGWER and TIMOTHY GANGWER, husband and wife,</b></p> <p style="text-align: center;"><i>Plaintiffs</i></p> <p>v.</p> <p><b>LEGACY PUBLIC CHARTER SCHOOL, INC. d.b.a. LEGACY CHARTER SCHOOL, BMED, Inc. an Idaho General Business Corporation, REBECCA STALLCOP, individually and as the agent of BMED, Inc., and BART MCKNIGHT, individually and as the agent of Legacy Charter School District, JOHN OR JANE DOES, whose true identities are unknown.</b></p> <p style="text-align: center;"><i>Defendants.</i></p>	<p>Case No.</p> <p><b>SUMMONS</b></p>
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READ THE INFORMATION BELOW.

**TO: LEGACY PUBLIC CHARTER SCHOOL, INC. d.b.a. LEGACY CHARTER  
SCHOOL, BMED, Inc. an Idaho General Business Corporation, REBECCA  
STALLCOP, individually and as the agent of BMED, Inc., and BART MCKNIGHT,  
individually and as the agent of Legacy Charter School District, JOHN OR JANE  
DOES, whose true identities are unknown.:**

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CLERK OF THE DISTRICT COURT  
By