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KEENAN READER

IN THE CIRCUIT COURT OF THE SECOND CIRCUIT

STATE OF HAWAII

KEENAN READER,

Plaintiff,

vs.

MAUI PREPARATORY ACADEMY; MIGUEL
SOLIS in his individual capacity; JOHN DOES 1-10;
JANE DOES 1-10; DOE CORPORATIONS 1-10; DOE
PARTNERSHIPS 1-10; DOE UNINCORPORATED
ORGANIZATIONS 1-10; DOE ENTITIES 1-10; and
DOE GOVERNMENTAL AGENCIES 1-10.

Defendant.

Civil No.

COMPLAINT; DEMAND FOR JURY
TRIAL; SUMMONS

COMPLAINT

COME NOW Plaintiff KEENAN READER (hereinafter referred to as "Plaintiff" and/or "Mr. Reader") by and through his attorneys Joseph T. Rosenbaum, Elizabeth Jubin Fujiwara, and Marcos R. Bendaña allege and claim against Defendant above-named as follows:

I. NATURE OF ACTION

1. The basis of this case is a civil rights violation as it relates to Mr. Reader's employment at the Maui Preparatory Academy.



2. This is an action for declaratory judgment, permanent injunctive relief, specific performance, damages, costs and attorneys' fees, alleging a continuing pattern of retaliation in violation of Hawai'i Revised Statute ("HRS") Chapter 378, Hawai'i's Fair Employment Practices Act ("FEPA"), as well as the pertinent state administrative regulations.

3. This an action to redress the retaliation against Mr. Reader after he reported to his employer, Maui Preparatory Academy, that he believed a pending and new school policy was illegal and discriminatory in nature pursuant to HRS §368D-1 (Discrimination in State Educational Programs and Activities) and its accompanying statutes. Thus, Mr. Reader alleges various state law causes of action under a common nucleus of operative facts for violations of HRS § 378-62 (the Hawai'i Whistleblower's Protection Act), Wrongful Termination in Violation of Public Policy pursuant to *Parnar v. Americana Hotels*, 65 Haw. 370 (1982), and retaliation pursuant HRS § 378-2.

II. JURISDICTION AND VENUE

4. Mr. Reader brings this action pursuant, including, but not limited to, HRS § 378-62 and HRS § 378-2 for violation of his civil rights to obtain full and complete relief and to redress the tortious conduct described herein.

5. Mr. Reader timely filed a Charge of Discrimination (FEPA No. M-23268) with the Hawai'i Civil Rights Commission ("HCRC") on August 14, 2025 citing to retaliation against Mr. Reader by Maui Preparatory Academy for opposing discrimination in the workplace naming Dr. Miguel Solis, Head of School for Maui Preparatory Academy.

6. Mr. Reader received his right to sue notice from the HCRC for FEPA No. M-23268 on August 23, 2025.

7. At all times relevant herein, Mr. Reader is a citizen of the United States and is a resident of the State of Hawai'i.

8. At all times relevant herein, Defendant MAUI PREPARATORY ACADEMY [hereinafter referred to as "Defendant" and/or "MPA"] is an employer within the meaning of HRS Chapters 378 and 378-62. At all times relevant herein, Defendant MPA's principal place of business is in the State of Hawai'i.

9. At all times relevant herein, Defendant MIGUEL SOLIS is a citizen of the United States and is a resident of the State of Hawai'i and employed by Defendant MPA.

10. Defendant MPA and Defendant Solis will be collectively referred to herein as "Defendants".

11. At all times relevant herein, Defendant MPA's employees, agents and/or representatives, were acting within the course and scope of their duties as employees, agents and/or representatives of MPA; therefore, Defendant MPA is liable for the intentional and/or tortious and/or wrongful conduct of said employees, agents and/or representatives pursuant to the doctrine of Respondeat Superior and/or principles of Agency.

12. Defendants JOHN DOES 1-100, JANE DOES 1-100, DOE CORPORATIONS 1-10, DOE PARTNERSHIPS 1-10, DOE UNINCORPORATED ORGANIZATIONS 1-10, and DOE GOVERNMENTAL AGENCIES 1-10 are sued herein under fictitious names because their true names, identities and capacities are unknown to the Plaintiff, except that they are connected in some manner with Defendants, and are/were agents, servants, employees, employers, representatives, co-venturers, associates, or independent contractors of Defendants herein, and were acting with the permission and consent and within the course and scope of said agency and employment and/or were in some manner presently

unknown to the Plaintiff engaged in the activities alleged herein and/or were in some way responsible for the injuries or damages to the Plaintiff, which activities were a proximate cause of said injuries or damages to the Plaintiff. Mr. Reader has made good faith and diligent efforts to identify said Defendants, including interviewing individuals with knowledge of the claims herein. At such time as their true names and identities become known, the Plaintiff will amend this Complaint accordingly.

13. This Court has jurisdiction and venue since all events done by the above-named DEFENDANTS, in violation of Mr. Reader's rights, occurred and within the jurisdiction and venue of the Circuit Court of the Second Circuit, State of Hawai'i, acts pursuant to HRS §603-21.5 and the matter in controversy exceeds FIFTY THOUSAND DOLLARS (\$50,000) exclusive of costs and interest. Venue is proper within the Circuit Court of the Second Circuit, State of Hawai'i as Defendant's principal place of business is within the venue of the Circuit Court of the Second Circuit, State of Hawai'i and all actions occurred within the venue of the Circuit Court of the Second Circuit, State of Hawai'i.

III. STATEMENT OF FACTS

BACKGROUND

14. Mr. Reader was a founding faculty member of MPA from the school's first day in 2005.

15. Mr. Reader dedicated twenty (20) years of his life to MPA and viewed it as his life's work and legacy of contributing to the Lahaina community. Over those two decades, Mr. Reader became a trusted and a deeply respected educator, mentor, and leader within MPA and the broader Maui community.

16. Mr. Reader was deeply committed to MPA and helped shape the foundation of MPA's academic and cultural identity — from developing original curriculum and teaching a wide range of impactful classes, to representing MPA at the state and county level through the Hawai'i Association for College Admission Counseling, Maui College Counselor Consortium, Hawaii High School Athletic Association ("HHSA"), and the Maui Interscholastic League ("MIL").

17. Mr. Reader's most recent job title with the MPA was Director of College Counseling.

18. MPA's college counseling program is consistently the center of MPA's marketing for future families.

19. As the Director of College Counseling, Mr. Reader guided hundreds of MPA students to successful college and scholarship outcomes over the years and helped them discover meaningful post-secondary paths.

20. Mr. Reader consistently received positive performance evaluations, including an excellent review for the most recent school year.

21. During Mr. Reader's time at MPA, he was offered one year employment contracts for the ensuing school year, which is common practice for faculty and staff at MPA.

22. In April 2025, for the first time in the twenty (20) years Mr. Reader was employed at MPA, he was inexplicably not offered an employment contract.

23. The non-renewal of Mr. Reader's employment contract came on the heels of him reporting concerns that a newly announced MPA policy targeting transgender students was discriminatory in nature and illegal.

24. Based on information and belief, Defendant Solis colluded with others to retaliate against Mr. Reader.

25. Mr. Reader reported several times that the new policy could be discriminatory and illegal pursuant to Hawai'i Revised Statutes Chapter §368D-1 and §368D-2 (Discrimination in State Educational Programs and Activities) and other applicable laws.

26. Mr. Reader also raised his concern that the new policy would likely divide the community and tarnish the reputation of the school, could potentially conflict with MIL and HHSAA rules, and risk harm to MPA's inclusive culture.

27. Mr. Reader raised his concerns from around December 2024 to April 2025 several times in emails and in person to Defendant Dr. Miguel Solis (MPA's Head of School) and/or MPA's Board of Trustees.

28. On or about December 2, 2024, word about MPA's new proposed policy affecting transgender students was leaked to the public and came to light to MPA faculty members.

29. On or about December 2, 2024, Principal of MPA, Ryan Kirkham, emailed MPA faculty members and encouraged them to speak with him or Defendant Solis if they "need[ed] clarity or answers to a direction the school may (or may not) be taking."

30. On or about December 3, 2024, Mr. Reader met with Mr. Kirkham and expressed his concerns how the proposed policy could impact students, divide the school and community, and possibly open MPA to lawsuits.

31. Mr. Kirkham just shrugged at Mr. Reader's concerns and stated that it was MPA's Board of Trustees ("BOT") decision.

32. On or about December 4, 2024, Mr. Reader met with Defendant Solis and expressed the same concerns that he stated to Mr. Kirkham the day before.

33. Defendant Solis stated that it was the BOT decision and invited Mr. Reader to voice his concerns directly to the BOT.

34. Defendant Solis also stated that MPA received concerns about a transgender student, so MPA contacted the Bozich Family foundation to see if they were interested in financially contributing to remodeling bathrooms to address concerns from all parties. Defendant Solis also stated that the Bozich Family Foundation declined to financially support remodeling the bathrooms.

35. Mr. Reader then explained that a cost-effective and easy solution would be to convert a rarely used supply closet into a gender-neutral bathroom that could benefit everyone.

36. Defendant Solis replied that he would ask the BOT to explore the idea.

37. On or about December 6, 2024, with permission from Defendant Solis, Mr. Reader emailed the President of the BOT, Tim Hehemann, and expressed concerns regarding guidelines targeting transgender students implemented at MPA and how MPA's new proposed policy significantly diverged from recommendations by the National Association of Independent Schools regarding transgender students. Mr. Reader also requested that the new policy be reconsidered by the BOT.

38. Mr. Hehemann did not respond.

39. On or about December 11, 2024, Mr. Reader emailed Defendant Solis and Mr. Kirkham to ask permission to send an email to MPA's administrative team to address several topics for the administrative team to discuss. Some of the topics Mr. Reader addressed implicated MPA's proposed new policy regarding transgender students.

40. On or about December 11, 2024, Defendant Solis responded by email and stated in part, “Thank you for caring deeply about matters, I understand everyone’s viewpoint; it’s a most difficult topic. We will all get through this sooner rather than later, is our hope.”

41. On or about December 13, 2024, Defendant Solis emailed the MPA faculty to address concerns from a significant number of MPA faculty members regarding MPA’s new proposed policy affecting transgender students.

42. Defendant Solis’ emailed informed MPA faculty that the BOT unanimously voted to adopt an official policy which will be implemented at the beginning of the 2025/2026 school year.

43. The new policy was a watered down version of the proposed policy that Mr. Reader and other faculty members had expressed concerns about.

44. The new policy provided in relevant part:

- Overnight Stays, Athletics, and Facilities:

“Maui Prep recognizes biological sex assigned at birth as the basis for determining participation in athletics, overnight stays, and access to facilities such as bathrooms and locker rooms. Maui Prep also recognizes that this may pose potential challenges. In these instances, the school will work with parents and students to attempt to find solutions in the context of our options and limitations as a school.”

45. On January 16, 2025, Mr. Reader received an email stating, “[W]ith the new policy’s being implemented in 2025-26, please recomplete an “intent to return form” stating if you plan on returning with the new faculty. A response is due in less than 48 hours.”

46. Mr. Reader found this perplexing as he had submitted nearly an identical form in November 2024 expressing his intent to return for the 2025-26 school year.

47. Later that day, Mr. Reader met with Defendant Solis to discuss his concern regarding the short timeline to respond to the “intent to return form.”

48. Mr. Reader told Defendant Solis that his decision to return had not changed, especially as Mr. Reader lost his home in the Lahaina fire and was only beginning to rebuild the stability back into his family’s lives. Further, asking for such a short turnaround of the “intent to return form” was likely not perceived to be empathetic by the faculty given the number of teachers impacted by the fires.

49. Defendant Solis responded and sent an email to MPA faculty and stated, “If any of you need more time to finalize the intent form it is perfectly fine. Simply let me know before the due date tomorrow and we can go from there.”

50. On January 21, 2025, Defendant Solis emailed Mr. Reader stating, “You are receiving this message regarding the Intent to Return form, which was due Friday, January 17, at 3:30 p.m. Please fill it out as soon as possible to help us gather important information for next school year.”

51. Mr. Reader replied to Defendant Solis stating that he assumed he expressed his intent to return verbally and didn’t think he needed to submit the “intent to return form.”

52. Defendant Solis replied that he did not think that Mr. Reader submitted a formal request to return but more of a general question as to what would happen if it wasn’t filled out and asked Mr. Reader how long he needed for an extension.

53. Mr. Reader responded and gave Defendant Solis the completed “intent to return form” indicating that Mr. Reader planned to return to work for MPA for the next school year and was taking life one day at a time as his family continued to recover from the fire.

54. On January 20, 2025, with direct permission from Defendant Solis, Mr. Reader emailed the BOT stating in part:

“Dr. Solis recommended I contact you directly regarding the recent transgender policy enacted by the Board. He assured me that I could do so without fear of repercussions, and I appreciate the opportunity to respectfully share my concerns. My intent is not to impose personal beliefs or issue demands but rather to appeal to your sense of humanity and the responsibility we share in fostering a supportive, healing, and united school community... I urge you to consider delaying implementation and allowing this issue to play out at the federal level...Hawaii state statutes 368 D1 and 368 D3 were brought to my attention. With the Board’s decision to remain silent, I can only assume you have reviewed them, but I want to ensure nothing was overlooked that could jeopardize the school. From my perspective, there is a strong likelihood that this policy could place Maui Prep in violation of state law, as although we may not directly receive, we are an ‘educational organization’ that benefits from state funding through MIL participation and possibly also Title I funds for our learning specialist and PATCH funding for our preschool. If legal challenges arise, the school may not only face financial consequences but also suffer reputational damage that could take years to repair.”

55. Later that day, Mr. Hehemann replied, “As President of the BOT, I speak for all[.] I have read your letter. Thank you.”

56. On or about January 28, 2025, Mr. Reader received a verbal reprimand from Defendant Solis and Mr. Kirkham.

57. Allegedly, there was a complaint against Mr. Reader from an anonymous colleague after Mr. Reader expressed his concerns of how MPA’s new transgender policy was likely illegal and threatened to divide the community.

58. DefendantmSolis informed Mr. Reader that no discipline or investigation would be conducted and if the alleged allegations were true, Mr. Reader should make adjustments when talking to faculty. Mr. Reader also received an email stating no further discipline and investigation was necessary.

59. On or about March 25, 2025, Mr. Reader emailed Defendant Solis and expressed concern that he had not yet received his employment contract.

60. Several faculty members reported receiving their contracts months prior.

61. Mr. Reader expressed that the delay in his contract caused him concern stating, “the uncertainty is causing considerable stress for my family and me—particularly as we continue to rebuild our lives after losing our home in the Lahaina Wildfire.”

62. On or about March 28, 2025, Mr. Reader emailed Defendant Solis asking for clarification and reason(s) for the delay of Mr. Reader’s employment contract for the next school year.

63. Despite Mr. Reader’s documented stellar job performance through regular performance evaluations, strong community and professional reputation in his field, his program considered a cornerstone of the school, and undying devotion to MPA and the community, on or about April 3, 2025, Defendant Solis informed Mr. Reader that MPA would not be offering Mr. Reader an employment contract renewal for the next school year.

64. This meeting was witnessed by Mr. Kirkham and MPA Business Manager, Jody Kaopuiki.

65. Mr. Reader asked for the reason(s) for the non-renewal of his employment contract after he positively served the community for twenty (20) years, but none was given to Mr. Reader.

66. Based on information and belief, several other MPA faculty members did not have their employment contracts renewed because of their belief that MPA's policy targeting transgender students was discriminatory in nature.

67. Based on information and belief, Defendant Solis told a MPA faculty member that he questioned another MPA faculty member about MPA's new policy regarding transgender students stating, "That was a test. I only want people on my team that are with me, not against me."

68. Ultimately, the faculty member that Defendant Solis questioned was not offered a renewal for their employment contract at MPA for the ensuing school year.

69. Based on information and belief, two (2) other longstanding MPA faculty members were not offered renewals of their employment contracts with MPA after they publicly denounced MPA's new policy targeting transgender students as discriminatory, and also expressed their concerns to Defendant Solis and/or Mr. Kirkham.

70. In summation, Mr. Reader was clearly retaliated against and wrongfully terminated after reporting numerous times to Defendant Solis and/or the BOT his concern that a pending and new school policy targeting transgender students was illegal and discriminatory in nature. Mr. Reader deeply cared for MPA and dedicated his life's work to better MPA, even enrolling his children at MPA. Mr. Reader has suffered severe emotional distress due to MPA's illegal conduct and he fears that MPA will further retaliate against him knowing that one of his children still attends MPA.

COUNT I
(Violation Of HRS 378-62; Hawai'i's Whistleblowers' Protection Act)

71. Plaintiff realleges and incorporates each allegation set forth in the preceding paragraphs of this Complaint by reference and further alleges as follows:

72. The treatment of Mr. Reader, as described aforesaid, evidences retaliation against Mr. Reader for reporting illegal practices at MPA.

73. An employer shall not retaliate against an employee based on their whistleblowing under HRS, § 378-62 which states in pertinent part as follows:

An employer shall not discharge, threaten or otherwise discriminate against an employee...because:

(1) The employee... reports or is about to report to the employer...verbally or in writing, a violation or suspected violation of:

(A) A law, rule, ordinance, or regulation, adopted pursuant to the law of this State, a political subdivision of the State or the United States;

74. MPA's conduct as described above is a violation of HRS § 378-62(1)(A).

The aforementioned acts and/or conduct of Defendant entitle Plaintiff to damages as provided by law. As a direct and proximate result of said unlawful employment practices Plaintiff has suffered and sought professional treatment for extreme mental anguish, outrage, depression, great humiliation, severe anxiety about his future and his ability to support himself, as well as painful embarrassment among his relatives and friends, damage to his good reputation, disruption of his personal life, loss of enjoyment of the ordinary pleasures of everyday life and other general damages in an amount which meets the minimal jurisdictional limits of this Court.

COUNT II
(Wrongful Termination In Violation of Public Policy)

75. Plaintiff realleges and incorporates each allegation set forth in the preceding paragraphs of this Complaint by reference and further alleges as follows:

76. MPA's termination of Mr. Reader as described herein is actionable in tort and constitutes a violation of clear mandates of public policy, pursuant to *Parnar v. Americana*

Hotels, 65 Haw. 370 (1982), including but not limited to the following:

- a. HRS §368D-1 (Discrimination in State Educational Programs and Activities)

77. The aforementioned acts and/or conduct of Defendant entitle Plaintiff to damages as provided by law. As a direct and proximate result of said unlawful employment practices Plaintiff has suffered and sought professional treatment for extreme mental anguish, outrage, depression, great humiliation, severe anxiety about his future and his ability to support himself, as well as painful embarrassment among his relatives and friends, damage to his good reputation, disruption of his personal life, loss of enjoyment of the ordinary pleasures of everyday life and other general damages in an amount which meets the minimal jurisdictional limits of this Court.

COUNT III
(Retaliation Pursuant to HRS § 378-2)

78. Plaintiff realleges and incorporates each allegation set forth in the preceding paragraphs of this Complaint by reference and further alleges as follows:

79. The treatment of Mr. Reader, as described aforesaid, evidences retaliation against Mr. Reader by the Defendants.

80. It shall be an unlawful discriminatory practice for an employer to retaliate against an individual under HRS § 378-2 which states in pertinent part as follows:

- (a) It shall be unlawful discriminatory practice:
 - (2) For any employer, labor organization, or employment agency to discharge, expel, or otherwise discriminate against any individual because the individual has opposed any practice forbidden by this part or has filed a complaint, testified, or assisted in any proceeding respecting the discriminatory practices

prohibited under this part;

81. Defendants' conduct as described above is a violation of HRS § 378-2 and its implementing regulations.

82. The aforementioned acts and/or conduct of Defendants entitle Plaintiff to damages as provided by law. As a direct and proximate result of said unlawful employment practices Plaintiff has suffered extreme mental anguish, outrage, depression, great humiliation, severe anxiety about his future and his ability to support himself, as well as painful embarrassment among his relatives and friends, damage to his good reputation, disruption of his personal life, loss of enjoyment of the ordinary pleasures of everyday life and other general damages in an amount which meets the minimal jurisdictional limits of this Court.

COUNT IV

(Aiding & Abetting as to Individual Defendant Dr. Miguel Solis Pursuant to HRS § 378-2)

83. Plaintiff realleges and incorporates each allegation set forth in the preceding paragraphs of this Complaint by reference and further alleges as follows:

84. The treatment of Mr. Reader, as described aforesaid, evidences aiding & abetting against Mr. Reader by Defendant Solis.

85. It shall be an unlawful discriminatory practice for an employer to retaliate against an individual under HRS § 378-2 which states in pertinent part as follows:

(a) It shall be unlawful discriminatory practice:

(3) For any person, whether an employer, employee, or not, to aid, abet, incite, compel, or coerce the doing of any of the discriminatory practices forbidden by this part, or to attempt to do so;

86. Defendant Solis' conduct as described above is a violation of HRS § 378-2(a)(3) and its implementing regulations.

87. The aforementioned acts and/or conduct of Defendant Solis entitle Plaintiff to damages as provided by law. As a direct and proximate result of said unlawful employment practices Plaintiff has suffered extreme mental anguish, outrage, depression, great humiliation, severe anxiety about his future and his ability to support himself, as well as painful embarrassment among his relatives and friends, damage to his good reputation, disruption of his personal life, loss of enjoyment of the ordinary pleasures of everyday life and other general damages in an amount which meets the minimal jurisdictional limits of this Court.

REQUEST FOR RELIEF

WHEREFORE, the Plaintiff respectfully requests this Court to grant the following relief:

A. A declaratory judgment be issued that the Plaintiff's rights have been violated as alleged.

B. An award to the Plaintiff for compensatory, special, statutory, liquidated, exemplary, and punitive damages and other monetary relief in the amount to be determined and prejudgment interest entered to the maximum extent permitted by law.

C. That this Court retain jurisdiction over this action until the Defendants have fully complied with the order of this Court and that this Court require the Defendants to file such reports as may be necessary to secure compliance.

D. That this Court award Plaintiff reasonable attorney's fees and costs of suit herein as provided by statute or otherwise as well as prejudgment and post-judgment interest;

E. That this Court award Plaintiff such other and further relief both legal and equitable as this Court deems just, necessary and proper under the circumstances.

DATED: Honolulu, Hawai'i, September 2, 2025.

/s/ Joseph T. Rosenbaum
JOSEPH T. ROSENBAUM
ELIZABETH JUBIN FUJIWARA
MARCOS R. BENDAÑA
Attorneys for Plaintiff
Keenan Reader

IN THE CIRCUIT COURT OF THE SECOND CIRCUIT

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KEENAN READER,

Plaintiff,

vs.

MAUI PREPARATORY ACADEMY; MIGUEL SOLIS in his individual capacity; JOHN DOES 1-10; JANE DOES 1-10; DOE CORPORATIONS 1-10; DOE PARTNERSHIPS 1-10; DOE UNINCORPORATED ORGANIZATIONS 1-10; DOE ENTITIES 1-10; and DOE GOVERNMENTAL AGENCIES 1-10.

Defendant.

Civil No.

DEMAND FOR JURY TRIAL

DEMAND FOR JURY TRIAL

Plaintiff hereby demands trial by jury on all issues so triable herein.

DATED: Honolulu, Hawaii, September 2, 2025.

/s/ Joseph T. Rosenbaum
JOSEPH T. ROSENBAUM
ELIZABETH JUBIN FUJIWARA
MARCOS R. BENDAÑA
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