

**UNITED STATES DISTRICT COURT  
DISTRICT OF MINNESOTA**

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ANDREA QUARNSTROM,

Plaintiff,

v.

BERKLEY RISK ADMINISTRATORS  
COMPANY, LLC,

Defendant.

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Court File No. \_\_\_\_\_

**COMPLAINT  
JURY TRIAL DEMANDED**

**INTRODUCTION**

1. Plaintiff Andrea Quarnstrom was a field adjustor hired by Berkley Risk Administrators Company, LLC (“Defendant” or “Berkley”). She worked full-time for the League of Minnesota Cities Insurance Trust—a client of the Defendant—on a remote basis until Berkley fired her because she would not violate her sincerely held religious beliefs that precluded her receiving the COVID-19 vaccine.
2. From the onset of the pandemic, Plaintiff continued to do her job with very little change. Plaintiff did most of her work from her home office but did go out into the field about once per week; on those occasions she wore a mask. In the Fall of 2021, Berkley instituted a mandatory COVID-19 vaccination policy (“Vaccine Policy”) for all its employees.
3. Plaintiff was given until February 1, 2022, to be vaccinated or else face termination. Plaintiff therefore applied for a religious exemption.

4. Defendant notified the Plaintiff that her exemption had been approved; however, it also informed her that it could not accommodate her exemption because her job entailed essential duties that had to be performed in person. Specifically, Ms. Quarnstrom was informed that Berkley could not allow her to put others “at risk” due to her unvaccinated status.

5. Employing no interactive process to resolve the issue, Berkley fired Ms. Quarnstrom on February 1, 2022.

6. Defendant terminated her employment even though she never went to any Berkley facility as a regular part of her employment, rarely interacted with individuals in-person when performing her daily duties, worked mostly from home, and worked directly for the League of Minnesota Cities handling its claims. Even more, she was willing to mask, undergo non-intrusive testing, and social distance while in the presence of other individuals.

7. There was and is no undue hardship for the Defendant to keep the Plaintiff employed while accommodating her exemption. In addition, upon information and belief, during the entire time Plaintiff was allowed to mask and distance up to the time of her termination, the League of Minnesota Cities, the employer that controlled her day-to-day duties, did not require its employees to be vaccinated.

8. To make matters worse, Defendant failed to make any meaningful effort, as part of the interactive process, to provide Plaintiff an opportunity to work a different job within the company to accommodate her religious objection. Berkley made no effort to help her, despite its obligation to do so.

9. Because Plaintiff's sincerely held religious beliefs prevent her from being vaccinated with the COVID-19 vaccine, she is entitled to relief under Title VII of the Civil Rights Act and other statutes as described below.

### **THE PARTIES**

10. Plaintiff Andrea Quarnstrom resides in Crosslake, Minnesota, within the District of Minnesota.

11. Defendant Berkley's corporate office is located at 222 S 9<sup>th</sup> St #2700, Minneapolis, Minnesota 55402, within the District of Minnesota.

### **JURISDICTION AND VENUE**

12. The Court has subject-matter jurisdiction under 28 U.S.C. §§ 1331, 42 U.S.C. §§ 2000e-(j) and 2000e-2 ("Title VII"). Plaintiff alleges federal questions arising under the laws of the United States under Title VII.

13. This Court has authority to award the requested relief pursuant to Title VII of the Civil Rights Act; and costs and attorneys' fees pursuant to Title VII and 42 U.S.C. § 1988(b).

14. This Court has both general and specific jurisdiction over Berkley, which is located within the District of Minnesota, and its acts and omissions alleged herein took place in the District of Minnesota.

15. Venue is proper in this district pursuant to 28 U.S.C. § 1391(b)(1), (b)(2) and (e) and because Berkley is doing business in the District, and a substantial part of the events or omissions giving rise to Plaintiff's claims occurred in this judicial District.

## FACTUAL ALLEGATIONS

16. Ms. Quarnstrom began her employment with Berkley on or about January 15, 2019. She served as a property and casualty claims adjuster working directly for the League of Minnesota Cities Insurance Trust (“LMCIT”), a contracted client of Berkley Risk. Ms. Quarnstrom was assigned by Berkley to handle LMCIT’s claims. In her role, she would investigate claims related primarily to vehicles, injuries, and property. The investigations primarily involved interviewing involved parties over the phone and driving to locations to observe damage.

17. On or about September 21, 2021, Berkley informed its workforce, including Ms. Quarnstrom, that it was implementing a mandatory vaccine policy.

18. Beginning in March 2021, COVID-19 vaccinations became widely available to adults in the United States.

19. All the COVID-19 vaccines available in the United States at the time Defendant imposed its Vaccine Policy involve use of aborted fetal cells in their manufacturing and/or testing. In particular, upon information and belief:

- Johnson & Johnson/Janssen: Fetal cell cultures are used to produce and manufacture the J&J COVID-19 vaccine and the final formulation of this vaccine includes residual amounts of the fetal host cell proteins ( $\leq 0.15$  mcg) and/or host cell DNA ( $\leq 3$  ng).
- Pfizer/BioNTech: The HEK-293 abortion-related cell line was used in research related to the development of the Pfizer COVID-19 vaccine.
- Moderna/NIAID: Aborted fetal cell lines were used in both the development and testing of Moderna's COVID-19 vaccine.

### **Plaintiff's Sincerely Held Religious Beliefs**

20. Ms. Quarnstrom is a Christian. She believes, based on her religion, that abortion is murder and therefore morally wrong.

21. Ms. Quarnstrom believes—based on religious teachings—that she is obligated to adhere to her conscience because she will stand before God to give an account for all that she does.

22. Ms. Quarnstrom declined to receive a COVID-19 vaccination because of her religious conviction that, based on her knowledge of the COVID-19 vaccines and their connection with aborted fetal tissue, to use any of these vaccines would have made her morally complicit in and a beneficiary of abortion. A true and correct copy of Ms. Quarnstrom's accommodation request describing some of her relevant religious beliefs is attached as **Exhibit 1 at Quarnstrom 001-002**.

23. Ms. Quarnstrom also identified her sincere religious belief, based on her interpretation of the Christian Bible, that her body is a temple of the Holy Spirit, which she must keep pure from all contaminants, including the COVID-19 vaccine. See **Exhibit 1 at Quarnstrom 001**.

24. Ms. Quarnstrom's religious objections to the COVID-19 vaccine are sincere, as demonstrated in part by her willingness to adhere to her religious beliefs despite Berkley's threats and completion of adverse actions against her.

### **Berkley's Vaccine Policy and Quarnstrom's Request for Accommodation**

25. On or about September 21, 2021, Berkley informed its employees of its Vaccine Policy requiring all employees to receive a COVID-19 vaccination or else submit a request

for religious or medical accommodation, as applicable. Under the Vaccine Policy, approved vaccines included Johnson & Johnson, Pfizer, and Moderna—each of which was either tested or developed using aborted fetal cells.

26. Berkley’s Vaccine Policy conflicts with Ms. Quarnstrom’s sincerely held religious beliefs because of her objection to the use of fetal cell lines in the testing and development of the vaccines available to Americans.

27. On November 10, 2021, Quarnstrom submitted a comprehensive Request for Accommodation to Berkley, explaining how its Vaccine Policy was in direct conflict with her sincerely held religious beliefs. **Exhibit 1 at Quarnstrom 001-002.**

28. Ms. Quarnstrom spent a significant amount of time considering her religious beliefs related to (1) abortion and whether taking the COVID-19 vaccine would make her complicit in abortion, which to her is the murder of an unborn child, and (2) whether she could introduce the COVID-19 vaccine into her body, which she considers the temple of the Holy Spirit.

29. On December 7, 2021, Berkley informed Ms. Quarnstrom that it had approved her request for an exemption, thus admitting that her beliefs are sincere.

30. But at the same time, Berkley stated that it would not accommodate her religious beliefs, which renders its claim of “exemption” illusory.

31. Berkley claimed that Ms. Quarnstrom’s essential job duties required her to have too much personal contact, thereby putting other individuals—who themselves may be vaccinated—at risk if she remained unvaccinated.

**Berkley Fails to Engage in the Interactive Process, Fails to Accommodate Ms. Quarnstrom, and Terminates Her Because of Her Religious Beliefs.**

32. In the same December 7, 2021 letter, Berkley informed Ms. Quarnstrom that if she was not vaccinated by February 1, 2022, she would no longer be employed by Berkley.

**Exhibit 1 at Quarnstrom 004.**

33. Accommodating Ms. Quarnstrom would not have imposed, and does not impose, an undue hardship on Berkley.

34. For months prior to the vaccine deadline date, Ms. Quarnstrom did her work from home or while wearing a mask and social distancing with full compliance and no problems.

35. Berkley did not require any employee to be vaccinated for several months despite the availability of the vaccines to all Americans in March and April of 2021.

36. Berkley falsely claimed that it would be an undue hardship to allow Ms. Quarnstrom to mask and maintain physical distance during those rare times she was meeting in person because she was a safety risk to others.

37. Berkley failed and refused to allow Ms. Quarnstrom to mask, test, and maintain reasonable physical distance from those with whom she would come in contact on rare occasions as part of her job, which accommodation would have been reasonable and would not have subjected Berkley to an undue hardship.

38. Berkley failed and refused to engage in any meaningful discussions with Ms. Quarnstrom about any further accommodations or any other jobs with Berkley that would allow her to maintain her employment.

### The Defects of Berkley's Vaccination Mandate

39. At the time Berkley refused Ms. Quarnstrom's request for an accommodation and forced its employees to get vaccinated or be fired, evidence was publicly available to Berkley that demonstrated that the COVID-19 vaccines available to Americans do not reduce transmission of the COVID-19 virus but instead protect the individual recipients of the vaccine from serious infection. *E.g.*, Jennifer Frazer, "The Risk of Vaccinated COVID Transmission Is Not Low," *Scientific American*, Dec. 16, 2021, available at <https://www.scientificamerican.com/article/the-risk-of-vaccinated-covid-transmission-is-not-low/> (last visited Dec. 3, 2022); Carlos Franco-Paredes, "Transmissibility of SARS-CoV-2 among fully vaccinated individuals," *The Lancet*, Jan. 1, 2022, available at [https://www.thelancet.com/journals/laninf/article/PIIS1473-3099\(21\)00768-4/fulltext](https://www.thelancet.com/journals/laninf/article/PIIS1473-3099(21)00768-4/fulltext) (last visited Dec. 3, 2022).

40. Further, upon information and belief, measures other than mandatory vaccination, or a combination of them, such as temperature checks, mask-wearing, social distancing, and quarantining of infected individuals, all of which Ms. Quarnstrom was willing to do, are as effective, if not more effective, at controlling the spread of COVID-19 than mass-vaccinating the population.

41. Given that the "safety risks" posed by Ms. Quarnstrom have been the only interest identified by Berkley and given that safety is advanced little or not at all by the Vaccine Policy, Berkley cannot demonstrate that an undue hardship existed.

42. Berkley's decision to deny Ms. Quarnstrom an accommodation cannot be rationally supported by the evidence and was in violation of her rights.



43. Berkley's termination of Ms. Quarnstrom was intentional discrimination, with malice and reckless indifference to her rights under Title VII, as demonstrated by the allegations herein.

**Ms. Quarnstrom Exhausted All Administrative Remedies**

44. After she was terminated, on February 1, 2022, Ms. Quarnstrom filed a Charge of Discrimination in the EEOC on June 29, 2022. **Exhibit 2**

45. On November 17, 2022, the EEOC issued Ms. Quarnstrom a right-to-sue notice. **Exhibit 3.**

**CAUSE OF ACTION**

**Count One**  
**42 U.S.C. §§ 2000e, et. seq.**

**Title VII Religious Discrimination**

46. Plaintiff reincorporates the foregoing as if fully written herein.

47. Title VII of the Civil Rights Act of 1964 prohibits Berkley from discriminating against its employees on the basis of their sincerely held religious beliefs. See 42 U.S.C. § 2000e-2(a).

48. As alleged herein, Ms. Quarnstrom holds sincere religious beliefs that preclude her from receiving a COVID-19 vaccine.

49. Ms. Quarnstrom informed Berkley of those beliefs and requested a religious exemption and reasonable accommodation from the Policy.

50. When Berkley refused to accommodate Ms. Quarnstrom by falsely declaring that to do so would impose an undue hardship on Berkley, it failed to initiate the interactive process regarding Quarnstrom's accommodation request.

51. Despite Ms. Quarnstrom's best efforts to initiate an interactive process, Berkley made no effort to meaningfully engage in that process or to accommodate Ms. Quarnstrom's sincerely held religious beliefs.

52. Beside the interactive process, Berkley failed to provide Plaintiff with a reasonable accommodation, and instead terminated her employment, thereby discriminating against Quarnstrom because of her religious beliefs.

53. By failing to engage in the interactive process or offer any reasonable accommodation, Berkley's discriminatory actions were intentional and/or reckless and in violation of Title VII.

54. Ms. Quarnstrom filed charges with the EEOC complaining of these discriminatory actions on June 29, 2022, and the EEOC issued a right-to-sue letter on November 17, 2022.

55. By the acts, policies, and practices set forth in more detail above, Defendant has discriminated against Plaintiff in the terms and conditions of her employment on the basis of her religion, in violation of Title VII of the Civil Rights Act of 1964.

**PRAYER FOR RELIEF**

WHEREFORE, Plaintiff Andrea Quarnstrom respectfully requests that the Court enter judgment against Defendant and provide her with the following relief:

- A. A declaratory judgment that Berkley violated Ms. Quarnstrom's rights under Title VII;

- B. An award of actual, nominal, and general damages in favor of Plaintiff because of Berkley's violations of Title VII, in an amount to be proven at trial;
- C. An award of compensatory damages under Title VII in an amount to be proven at trial;
- D. An award of back pay, front pay, treble damages and statutory penalties, interest, emotional distress and pain and suffering, damages to compensate for dignitary harm to Plaintiff, and any other damages or penalties available at law;
- E. Reinstatement to Ms. Quarnstrom's former position at Berkley, with credit for years of work service during the time she was illegally terminated, and wage and benefit increases consistent with what an employee in her position would have received during her illegal termination.
- F. An award of punitive damages because of Berkley's intentional discrimination against Ms. Quarnstrom with malice and reckless indifference to her rights under Title VII.
- G. Reasonable attorneys' fees, costs, and other costs and disbursements in this action pursuant to 42 U.S.C. § 1988, upon Plaintiff prevailing and appropriate motion for the same;
- H. All and any further relief to which Plaintiff may be entitled; and
- I. A trial by jury of all such matters properly tried as such is requested.

**UPPER MIDWEST LAW CENTER**

Dated: February 13, 2023

*/s/ James V. F. Dickey*

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