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15 Attorneys for Plaintiffs PAMELA PETROFF

16 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
17 **FOR THE COUNTY OF LOS ANGELES**
18 **CENTRAL DIVISION**

19 PAMELA PETROFF, an individual,

20 Plaintiff,

21 vs.

22 KARA VALLOW, an individual; DISNEY
23 TELEVISION STUDIOS, INC., a
24 California corporation; THE WALT
25 DISNEY COMPANY, a Delaware
26 corporation; and DOES 1 through 10,
27 inclusive,

28 Defendants.

Case No. 22STCV27474

Assigned to the Hon. Malcolm Mackey (Dept. 55)

**FIRST AMENDED COMPLAINT FOR
DAMAGES, DECLARATORY RELIEF, AND
INJUNCTIVE RELIEF**

JURY TRIAL REQUESTED

Complaint filed: August 24, 2022

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FILED
Superior Court of California
County of Los Angeles
11/08/2022
Sherri R. Carter, Executive Officer / Clerk of Court
By: M. Marquez Deputy

1 Plaintiff Pamela Petroff alleges as follows:

2 **PARTIES, JURISDICTION AND VENUE**

3 1. Ms. Petroff is an individual who resides in Los Angeles County. At all relevant times
4 alleged in this complaint, she worked as a receptionist at 20th Television Animation (20TVA), a unit
5 of Disney Television Studios, Inc.

6 2. Defendant Kara Vallow is an individual who, on information and belief, resides in
7 Los Angeles County. Ms. Vallow is a producer who works at 20th Television Animation, to which
8 she was recruited by Seth MacFarlane.

9 3. Defendant Disney Television Studios, Inc., is a corporation formed under the laws of
10 the State of California. Its principal place of business is in Burbank, within Los Angeles County. It is
11 a wholly owned subsidiary of Walt Disney Television, a division of The Walt Disney Company.

12 4. Defendant The Walt Disney Company is a corporation formed under the laws of the
13 State of Delaware. Its principal place of business is in Burbank, within Los Angeles County.

14 5. At all relevant times alleged in this Complaint, Ms. Vallow was acting within the
15 course and scope of her employment at 20TVA and with the full knowledge and approval of her
16 supervisors at Disney Television Studios and The Walt Disney Company. Furthermore, the actions
17 alleged in this Complaint arose from a policy developed by The Walt Disney Company to apply to
18 all its wholly owned subsidiaries and the employment decisions were made by an employee of The
19 Walt Disney Company pursuant to that uniform policy. Therefore, Ms. Petroff sues both of the
20 relevant Disney entities in this lawsuit. For ease of reference, where appropriate, these entities are
21 referred to collectively as “Disney” in this Complaint.

22 6. Defendant DOES 1 through 10 are individuals who at all relevant times were
23 officials, agents or employees of ABC and who bear some responsibility for the actions alleged in
24 this Complaint. Their identities are not yet known and thus they are sued fictitiously but Plaintiff
25 will amend the Complaint after she discovers them.

26 7. Venue exists in Los Angeles County under sections 393(b) and 394(a) of the Code of
27 Civil Procedure because the parties reside here, and the effects of Defendant’s actions are felt here.

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FACTUAL ALLEGATIONS

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2 8. In early 2020, health officials discovered a novel coronavirus circulating in Wuhan,
3 China. They named the disease caused by the virus “Covid-19.”

4 9. Though nobody knew it at the time, the Covid-19 pandemic would lead to
5 unprecedented restrictions on liberty. Many of the restrictions started in California.

6 10. During 2020, at the urging of then President Donald Trump, several pharmaceutical
7 companies began developing experimental treatments to mitigate the effects of Covid-19 and,
8 potentially, reduce its spread.

9 11. The Covid-19 shots were so controversial that then presidential candidate Joe Biden
10 would not commit to receiving one. Then vice presidential candidate Kamala Harris said she would
11 not take them if Trump recommended it. Governor Gavin Newsom also questioned the treatments,
12 saying he did not trust the Trump Administration and would review the treatments independently.

13 12. Then Mr. Biden won the presidency and many tunes changed. Still, President-elect
14 Biden said he would not mandate that Americans get the Covid shots.

15 13. By the summer of 2021, tens of millions of Americans had chosen to take the Covid-
16 19 vaccines, including more than half of adults in California. They did so by choice not by coercion.
17 But Covid-19 had not disappeared. That should not have surprised anyone. Public health officials
18 have repeatedly said that eliminating a respiratory virus is impossible once it begins spreading in the
19 community. The CDC’s Rochelle Walensky admitted in August of 2021 the shots did not prevent
20 transmission or infection.

21 14. Thus, anyone can still contract and spread the Covid-19 virus. Like the flu, Covid-19
22 cannot be eliminated. The world will have to learn to live with it, as we live with many other
23 pathogens, including people who got the Covid shots. Indeed, it is now undisputed that the Covid-19
24 shots do not prevent people from contracting or spreading Covid-19. The most they can do is protect
25 a person from severe illness or death. Even that benefit is disputed and, if it exists at all, wanes over
26 time.

27 15. Nonetheless, during the second half of 2021, many employers decided to require that
28 their employees get the Covid shots to keep their jobs. They did this largely in response to the

1 President’s statement that Americans were living in a “pandemic of the unvaccinated” and that
2 universal vaccination was the only way to defeat Covid-19.

3 16. To that end, during the summer of 2021, Disney decided that all its employees would
4 have to get one of the Covid-19 shots or they would be fired. The mandate was unprecedented.
5 Disney has never required that individuals get a shot to work for it. It never even inquired about such
6 private medical information before the Covid pandemic, recognizing that California prohibits
7 employers from conditioning employment on medical conformity.

8 17. In fact, on information and belief, Disney did not issue its mandatory vaccination
9 policy to prevent people from getting or spreading the coronavirus at work but to help Disney
10 employees protect themselves from severe illness.

11 18. Although Disney enforced its mandatory vaccination policy on some of its employees
12 during the fall of 2021, it did not announce a mandatory vaccination policy for 20TVA employees
13 until April 2022. At that point, Disney executives knew four things. *First*, none of the Covid shots
14 prevent people from being infected with, or spreading, Covid-19 (indeed Disney knew this all
15 along). *Second*, although the Covid shots might reduce an infected person’s symptoms, that benefit
16 wanes over time, making the additional booster shots necessary. *Third*, the United States Supreme
17 Court had invalidated the federal government’s vaccine mandate for large employers, saying that
18 Covid-19 is not a workplace risk that employers or the government have any power over; one cannot
19 get vaccinated on the job and then get un-vaccinated after work. *Fourth*, the Equal Employment
20 Opportunity Commission had told companies that they *must* acknowledge religious objections to the
21 vaccination policies; companies cannot question the sincerity or verity of an individual’s beliefs and
22 they cannot limit Covid-related religious exemptions to organized religions that reject all medicine.
23 Moreover, the CDC has changed its guidance about Covid-19 policies and now does *not* recommend
24 making any distinctions between people based on their vaccination status.

25 19. Despite this knowledge, Disney has pressed forward with its mandatory vaccination
26 policy for 20TVA employees. But, while stressing the necessity of its actions, Disney did not require
27 that any 20TVA employees get the booster shots. To this day, Disney has not required that anybody
28 get any of the Covid booster shots. It does not intend to require the booster shots, either, as tens of

1 thousands of employees would object and refuse to comply with that policy.

2 20. Disney does not have a reasonable basis for this disparate treatment. None exists. It
3 simply believes that it can absorb the loss of a few hundred unvaccinated employees, especially
4 lower-level employees like Ms. Petroff.

5 21. Ms. Petroff is a Christian. She asserted a religious objection to Disney’s mandatory
6 vaccination policy. She also has an immune condition that precludes her from taking the Covid
7 shots, due to their possible side effects, especially for women. She sought an accommodation under
8 the vaccine policy for both religious and medical reasons.

9 22. That put Disney in a bind. Disney has an obligation under state and federal law to
10 accommodate its employees’ religious beliefs. The accommodation standard is rigorous. Originally,
11 Disney did not want to do that. Its executives wanted to deny all requests for religious
12 accommodations, so they developed a framework for analyzing these requests that was akin to a
13 cross-examination outline. Under the original framework, Disney concluded that none of the
14 employees working in California for its General Entertainment division (the division that creates
15 content for Disney and which includes Disney Television Studios and ABC) had a sincerely held
16 religious objection to vaccination. That led to several employment discrimination lawsuits, though,
17 some of which are still pending. Thus, by the time Ms. Petroff sought her accommodation, Disney
18 had discarded its original plan and focused on whether it could accommodate its employees’
19 objections to Covid vaccination.

20 23. That was the job for Disney lawyer/HR official Erin Nguyen. Ms. Nguyen
21 interviewed Ms. Petroff on May 3, 2022. Nine days later, Ms. Nguyen responded. She did not
22 dispute the sincerity of Ms. Petroff’s religious beliefs. Instead, she stated that the company could not
23 find a way to accommodate Ms. Petroff without causing Disney undue hardship. Thus, Ms. Nguyen
24 told Ms. Petroff she would be fired if she did not get vaccinated, against her religious convictions
25 and despite her medical condition, by May 31, 2022.

26 24. This was improper. Ms. Nguyen did not engage in a good faith process to find a way
27 for Disney to accommodate Ms. Petroff’s unvaccinated status. Nobody did. Nobody spoke to her
28 about potential accommodations, period. For good reason: there are many ways Disney could have

1 accommodated Ms. Petroff, including by asking her to test for Covid-19 before coming into the
2 office each week or offering her remote work options, including in a position in the 20TVA design
3 department that she is qualified for, and which is still working remotely.

4 25. In fact, on information and belief, Disney did not engage in a good-faith
5 accommodation process for Ms. Petroff because it did not matter. Ms. Petroff’s boss, Kara Vallow,
6 is a pro-vaccine and anti-religion zealot who did not want Ms. Petroff working with her.

7 26. Ms. Petroff was distressed. She has bills to pay. She cannot afford to simply walk
8 away from a job she likes. Therefore, she reached out to various people at 20TVA for help and
9 clarification.

10 27. The Disney brass did not like that. On May 13, 2022, Ms. Nguyen, operating through
11 an email signed only “Disney General Entertainment Employee Relations,” told Ms. Petroff that she
12 could not work remotely and would be fired on June 13 if she did not get the original Covid shot.
13 The email also accused Ms. Petroff of “reaching out to cast and crew on the production regarding
14 this situation in a manner that might be disruptive.” Disney instructed her to not speak to anybody
15 about the matter. This only increased Ms. Petroff’s anxiety, as Disney intended.

16 28. Ms. Petroff told her supervisors that Disney’s actions were unlawful and that she
17 would be contacting an attorney to protect her rights. June 13 came. Ms. Nguyen said that Disney
18 had decided to extend Ms. Petroff’s termination date to September 6, at which point all receptionists
19 were expected to resume working in-person and must have the original (now useless) Covid shot in
20 their bodies. Meanwhile, Ms. Vallow repeatedly harassed Ms. Petroff, leading to intolerable working
21 conditions.

22 29. For example, after Disney refused to accommodate her religious beliefs, Ms. Vallow
23 and others instructed Ms. Petroff not to speak to any cast and crew regarding her situation, which
24 isolated her and prevented her from getting support among the staff. Disney also denied Ms. Petroff
25 a position in the Design Department, a job she could have done completely remotely. For one period,
26 she was ordered to stop circulating flyers to 20TVA staff that were intended to boost morale,
27 something she had done for years without any complaints. She was ordered to remove the American
28 flag from a Memorial Day flyer because the flag could offend people. Even though they knew she

1 was seeking legal advice to challenge Disney’s decision, Ms. Vallow and other supervisors told Ms.
2 Petroff flat out that she was being replaced and they ordered her to train her replacement. They
3 falsely accused her of acting unprofessionally and did not even conduct her annual review, which
4 was supposed to occur in June. Moreover, Ms. Vallow has repeatedly treated Ms. Petroff without
5 respect and unprofessionally, rolling her eyes at her in meetings and generally treating her with
6 disdain. This behavior started only after Ms. Vallow learned that Ms. Petroff had not received the
7 Covid shots.

8 30. This behavior has not abated. For weeks, Ms. Petroff’s supervisors at 20TVA,
9 including Ms. Vallow, prevented her from coming into the office for any reason, including to get her
10 belongings, even though she offered to provide a negative Covid test. They eventually let her into
11 the building but required that she do so after business hours and while being watched by a
12 supervisor. Disney also hired somebody to replace Ms. Petroff, even though she still (technically)
13 had time to comply with the vaccination policy. Ms. Vallow engaged in these actions to make Ms.
14 Petroff feel uncomfortable and to pressure her into leaving the company.

15 31. These actions are unlawful. Disney has an obligation to honor sincerely held religious
16 belief in setting conditions of employment. It has a duty to accommodate those beliefs if doing so
17 would not create an undue hardship on the company. This is a very high standard. Courts have
18 repeatedly held that companies cannot avoid their duty to accommodate religious beliefs by citing
19 speculative burdens, as Disney did here.

20 32. Employers also have an obligation to engage in a reasonable accommodation analysis
21 with their employees. That includes asking whether the individual can perform the essential
22 functions of the job. Ms. Petroff is a receptionist. She can perform the essential functions of that job.
23 Thus, she should not have even required an accommodation.

24 33. During the pandemic, employers like Disney have tried to circumvent state and
25 federal civil rights laws by making Covid vaccination a requirement for every job. It cannot do that.
26 Having an injection inside one’s body has no bearing on the tasks performed by a receptionist. And
27 since the Covid shots do not prevent infection or transmission, something Disney acknowledged
28 when it adopted its mandatory vaccination policy, Disney cannot plausibly claim that unvaccinated

1 employees pose a direct threat to their co-workers.

2 34. Disney’s actions show that it views un-vaccinated employees as having inferior
3 immune systems. They did not protect themselves as well as their vaccinated colleagues and thus
4 may get sicker if they get infected. That is a perceived disability also protected against
5 discrimination.

6 35. Ms. Petroff complied with generally applicable rules related to Covid-19. She would
7 have continued to do those things, whether testing or wearing a mask in certain settings. Instead, she
8 got caught up in Disney’s political posturing.

9 36. This should not be a political issue. There is no need for everybody to get the Covid-
10 19 shot. Furthermore, Ms. Petroff has a right to privacy and a right to bodily autonomy, the right to
11 *choose* what she does with her body, whether that decision relates to aborting a baby or putting a
12 pharmaceutical into her body. That right is enshrined in the first article of the California
13 Constitution.

14 37. Disney has historically been overly protective of these privacy rights. It went to great
15 lengths to accommodate people’s religious beliefs and medical conditions in the past. It developed
16 reams of policies and procedures to guarantee their protection. It ignored them this time.

17 38. Ms. Petroff brings this action to protect those rights, to prevent Disney from firing her
18 and to seek damages for Disney’s unlawful discrimination. Ms. Petroff received a right to sue letter
19 from the California Department of Fair and Employment and Housing and thus exhausted her
20 administrative remedies.

21 39. A few days ago, Disney announced that it had rescinded its vaccine policy. But, on
22 information and belief, it did not rescind the entire policy. Instead, it rescinded the policy for certain
23 live-action productions and will let individual production companies decide whether to continue
24 enforcing the policy, including any booster mandates. Thus, paradoxically, live-action productions
25 which depend on people working together in proximity may not have a vaccine policy at all, while
26 20TVA, which creates animated shows, has a strict vaccine/booster policy.

27 40. That is not how things are supposed to work. A person’s bodily autonomy should not
28 depend on which Disney production she works on. This case aims to ensure that.

FIRST CAUSE OF ACTION

(Violation of Article I Section 1 of the Cal. Constitution vs. Disney)

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3 41. Ms. Petroff incorporates paragraphs 1 through 40 of this Complaint as though set
4 forth fully herein.

5 42. Individuals have a right to privacy under the California Constitution. This state law
6 privacy right, which was added by voters in 1972, is far broader than the right to privacy that exists
7 under the federal Constitution. It is the broadest privacy right in America and has been interpreted by
8 the California Supreme Court to protect both the right to bodily integrity and bodily autonomy—the
9 right to *choose* what to do with one’s own body, free from coercion. Unlike the right to privacy that
10 has been recognized to exist under the federal Constitution, the right to privacy embodied in
11 California's Constitution at Article 1, Section 1 thereof, is enforceable against private actors.

12 43. Ms. Petroff has a legally protected privacy interest in her bodily autonomy, the
13 freedom to choose, free from coercion, what to do with her body. Her expectation of privacy was
14 reasonable under the circumstances as Disney has never had a vaccination requirement for
15 employment before now and has never disciplined, much less fired, an employee for declining an
16 injection. The only compulsory vaccination laws adopted in California during the past century
17 concerned certain vaccines that children need to attend school. Those laws do not undermine the
18 expectation of privacy that adults have in their bodily autonomy.

19 44. Moreover, in 2005, the California Court of Appeal identified compulsory vaccination
20 as the type of “invasive and highly personalized medical treatments used in cases where the state
21 sought to override a person’s freedom to choose and where the Supreme Court has recognized a
22 liberty interest in freedom from such unwanted medical treatment.” *Coshov v. City of Escondido*,
23 132 Cal. App. 4th 687, 710 (2005). Although Disney is a private party, the California constitutional
24 right to privacy applies to private parties. It is also not the only entertainment company that adopted
25 a Covid vaccine mandate. Like many companies, Disney instituted the mandate because the federal
26 government said it wants universal vaccination. Therefore, Disney’s mandatory vaccination policy
27 constitutes a serious invasion of Ms. Petroff’s privacy rights.

28 45. As the California Supreme Court has explained, the “rational basis” test that courts

1 employ when analyzing alleged violations of the United States Constitution does not apply in a state
2 law privacy case. The California Supreme Court uses a fact-intensive balancing test to decide
3 whether a mandate violates an individual’s state constitutional right to privacy. Moreover, while
4 Disney may argue that its vaccine mandate serves a compelling interest in reducing the spread of
5 Covid-19, there are feasible and effective alternatives to it that have a lesser impact on privacy
6 interests.

7 46. Indeed, evidence shows that the vaccines do not prevent people from contracting and
8 transmitting Covid-19. The most the Covid shots can do is, potentially, reduce the severity of Covid-
9 19 symptoms but even that has not been scientifically proven and there are other ways to reduce the
10 severity of Covid-19 without compelling people to get a shot they do not want. In any event, taking a
11 shot to potentially reduce the severity of illness is a private health issue, which state and federal law
12 prohibit employers from interfering with.

13 47. On information and belief, Disney contends that its mandatory vaccination policy
14 does not violate Ms. Petroff’s privacy rights or that the policy was justified.

15 48. Ms. Petroff desires a judicial declaration that Disney’s mandatory vaccination policy
16 is unconstitutional because it violates her right to privacy under Article I, section 1 of the California
17 Constitution. This is both a facial and an as-applied challenge.

18 49. A judicial determination of these issues is necessary and appropriate because such a
19 declaration will clarify the parties’ rights and obligations, permit them to have certainty regarding
20 those rights and potential liability, and avoid a multiplicity of actions.

21 50. As a result of Disney’s actions, Ms. Petroff has been threatened with termination and
22 been prevented from working as she normally would. She seeks preliminary and permanent
23 injunctive relief prohibiting Disney from firing her.

24 51. This action serves the public interest, justifying an award of attorneys’ fees under
25 section 1021.5 of the California Code of Civil Procedure.

26 **SECOND CAUSE OF ACTION**

27 **(Violation of Cal. Fair Employment and Housing Act/Failure to Accommodate vs. Disney)**

28 52. Ms. Petroff incorporates paragraphs 1 through 40 of this Complaint as though set

1 forth fully herein.

2 53. California’s Fair Employment and Housing Act (FEHA) forbids an employer from
3 firing someone “because of a conflict between the person’s religious belief or observance and any
4 employment requirement, unless the employer or other entity covered by this part demonstrates that
5 it has explored any available reasonable alternative means of accommodating the religious belief or
6 observance . . . but is unable to reasonably accommodate the religious belief or observance without
7 undue hardship.” Cal. Gov’t Code § 12940(l)(1).

8 54. Ms. Petroff works for Disney. She has sincerely held religious beliefs or practices that
9 conflict with a stated job requirement (mandatory Covid vaccination). Disney was aware of this
10 conflict but did not explore any available reasonable alternatives for accommodating Ms. Petroff’s
11 beliefs and it refused to consider the accommodations she proposed, none of which would have
12 imposed a substantial burden on Disney. Disney has also tried to terminate Ms. Petroff’s
13 employment to avoid having to accommodate her sincerely held religious beliefs against
14 vaccination.

15 55. As a result of Disney’s actions, Ms. Petroff suffered damages in an amount to be
16 proven at trial. These actions were the actual and proximate cause of those damages.

17 56. Disney acted with malice or reckless indifference to Ms. Petroff’s rights, justifying an
18 award of punitive damages.

19 57. Under the FEHA, Ms. Petroff should also recover her costs and legal fees.

20 **THIRD CAUSE OF ACTION**

21 **(Violation of Cal. Fair Employment and Housing Act/Disability Discrimination)**

22 58. Ms. Petroff incorporates paragraphs 1 through 40 of this Complaint as though set
23 forth fully herein.

24 59. The FEHA prohibits California employers from firing someone because of an actual
25 or perceived disability.

26 60. Ms. Petroff works for Disney. She has a perceived physical disability (not having the
27 best protection against Covid-19 in her body) that conflicts with a stated job requirement (the
28 mandatory vaccination policy). Disney was aware of this conflict but did not explore any available

1 reasonable alternatives for accommodating Ms. Petroff and it refused to consider the
2 accommodations she proposed, none of which would have imposed a substantial burden on Disney.
3 Disney said it would terminate Ms. Petroff’s employment because of this perceived disability.

4 61. As a result of Disney’s actions, Ms. Petroff suffered damages in an amount to be
5 proven at trial. These actions were the actual and proximate cause of those damages.

6 62. Disney acted with malice or reckless indifference to Ms. Petroff’s rights, justifying an
7 award of punitive damages.

8 63. Under the FEHA, Ms. Petroff should recover her costs and legal fees.

9 **FOURTH CAUSE OF ACTION**

10 **(Harassment vs. All Defendants)**

11 64. Ms. Petroff incorporates paragraphs 1 through 40 of this Complaint as though set
12 forth fully herein.

13 65. Ms. Petroff worked for Disney. She has a condition—not being vaccinated against
14 Covid-19 due to her religious beliefs—that is protected from discrimination by state and federal law.

15 66. Ms. Petroff was subjected to harassing conduct by Ms. Vallow, her supervisor at
16 20TVA, as alleged in paragraphs 27 through 30 above and based on her protected status.

17 67. This harassing conduct was severe and pervasive.

18 68. A reasonable person in Ms. Petroff’s position would have considered the work
19 environment at 20TVA to be hostile, intimidating, offensive, oppressive, or abusive.

20 69. Ms. Petroff considered the work environment to be hostile, intimidating, offensive,
21 oppressive, or abusive and she suffered harm as a result of it.

22 70. As a result of Ms. Vallow’s actions, Ms. Petroff suffered damages in an amount to be
23 proven at trial. These actions were the actual and proximate cause of those damages.

24 71. Ms. Vallow acted within the course and scope of her employment, and with the
25 knowledge and approval of her superiors at Disney, when engaging in the actions alleged above. In
26 the alternative, Disney executives knew or should have known about Ms. Vallow’s actions and failed
27 to take immediate and appropriate corrective action. Therefore, Disney should be held liable for Ms.
28 Vallow’s actions.

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Dated: November 8, 2022

JW HOWARD/ ATTORNEYS, LTD.

By:



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JURY TRIAL DEMAND

Ms. Petroff demands a trial by jury on all claims for which it is available.

Dated: November 8, 2022

JW HOWARD/ ATTORNEYS, LTD.

By:



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