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County of Los Angeles
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Attorneys for Plaintiff PAMELA PETROFF

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

PAMELA PETROFF, an individual,

Plaintiff,

vs.

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

Defendants.

Case No. 22STCV27474

Assigned to the Hon. Alison Mackenzie, Dept. 55

**DECLARATION OF SCOTT J. STREET IN
SUPPORT OF MOTION FOR LEAVE TO
FILE SECOND AMENDED COMPLAINT**

[PUBLIC REDACTED VERSION]

Reservation No. 224501483027

Date: April 22, 2024

Time: 8:30 am

Dept.: 55

Complaint filed: August 24, 2022

Trial Date: February 10, 2025

DECLARATION OF SCOTT J. STREET

I, Scott J. Street, declare as follows:

1. I am an attorney duly licensed to practice before all courts in the state of California and am a partner with the law firm JW Howard/Attorneys, Ltd., counsel of record to Plaintiff Pamela Petroff in this matter. I have personal knowledge of the facts set forth in this declaration and could testify competently to them if called to do so. I am submitting this declaration in support of Ms. Petroff’s motion for leave to file a Second Amended Complaint (“SAC”) in this matter.

2. Ms. Petroff worked as a receptionist and office manager for the Disney animation studio, 20th Television Animation (“20TVA”). During the spring of 2022, she worked on the shows *American Dad* and *Family Guy*.

3. At the time, the *American Dad* and *Family Guy* employees were working remotely. The workers were supposed to return to the office in June. To do so, Disney demanded that they show proof that they had taken the original COVID-19 shots. Ms. Petroff has sincerely held religious beliefs that precluded her from taking the shots. Therefore, she sought accommodation for those beliefs.

4. Disney refused to accommodate Ms. Petroff’s beliefs. Unlike other employees who later sued it (some of whom I represent), Disney did not dispute the sincerity of Petroff’s beliefs. Instead, it told her that it could not accommodate her as an unvaccinated person without undue hardship. It told her that it would fire her if she did not take the COVID shots to save her job.

5. Ms. Petroff pushed back. She was working remotely at the time, as she had been since 2020. The company responded by telling her that she could work until June 13 and then she would be fired. The company eventually extended Petroff’s termination date to September 6, 2022, the date the *American Dad* and *Family Guy* employees were finally supposed to return to the office (the June date apparently did not stick; in fact, to my knowledge, many of these employees still have not returned to work in person).

6. Ms. Petroff retained counsel and, on August 24, 2022, filed the instant lawsuit. We filed an *ex parte* application to prevent Disney from firing Petroff. In response, Disney placed

1 Petroff on paid leave and found a different job for her (in exchange, we withdrew the *ex parte*
2 application).

3 7. Since then, Petroff has remained employed by Disney, although she was laid off
4 during the screenwriters' strike and is paid less than she was in her prior role. Last August, Disney's
5 counsel, Steve Marenberg, deposed Ms. Petroff. After that deposition, Mr. Marenberg expressed an
6 interest in settling the case. The parties scheduled a mediation for today (February 27). Prior to the
7 mediation, Disney made a production of documents. The production included a document that
8 memorialized Disney's analysis of Ms. Petroff's accommodation request, a printout from the "Quick
9 Base" program that Disney human resources officials used to track all accommodation requests (and
10 which I have seen in several other cases). Among other things, the document (which Disney marked
11 as ATTORNEYS' EYES ONLY") shows that Disney knew it could accommodate Petroff, but it
12 chose not to because it did not want to upset Seth Macfarlane, the creator of *American Dad* and
13 *Family Guy*.

14 8. Based on this newly produced document, I prepared the proposed SAC. It eliminates
15 two claims that were in the First Amended Complaint while adding a claim for retaliation under
16 California's Fair Employment and Housing Act ("FEHA"). It also adds factual allegations based on
17 the documents that Disney recently produced.

18 9. A true and correct copy of the proposed SAC, with redactions due to the
19 "ATTORNEYS' EYES ONLY" designation, is attached to this declaration as **Exhibit "A."** A true
20 and correct copy of a redline showing the changes made from the First Amended Complaint to the
21 SAC is attached as **Exhibit "B."**

22 10. We acted diligently in preparing this motion and the proposed SAC. I did not receive
23 the Quick Base document that the SAC is based on until February 8, despite repeated requests for it.

24 11. I do not believe that Disney will be prejudiced by granting this relief. Trial is not
25 scheduled until next February. Only one deposition has been taken, and no Disney executives have
26 been deposed yet. Furthermore, Disney had exclusive possession and knowledge of the Quick Base
27 document that the proposed SAC is based on, so it has had time to prepare a defense. In fact, I am
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certain that Disney’s counsel saw a copy of the Quick Base document before he deposed Ms. Petroff, although he did not mark it as an exhibit during the deposition and Disney did not produce it until I threatened to cancel the mediation if it did not get produced.

Under penalty of perjury, under the laws of the State of California, I declare that the foregoing is true and correct. Executed this 29th day of February 2024, at Pasadena, California.



Scott J. Street

EXHIBIT A

1 Scott J. Street (SBN 258962)
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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
21 Plaintiff,
22 vs.

Case No. 22STCV27474
Assigned to the Hon. Alison Mackenzie (Dept. 55)

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

SECOND AMENDED COMPLAINT
JURY TRIAL REQUESTED

Defendants.

Complaint filed: August 24, 2022
Trial Date: February 10, 2025

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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

1
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 could still contract and spread the Covid-19 virus. Like the flu, Covid-
22 19 cannot be eliminated. The most the Covid shots can do is protect a person from severe illness or
23 death. Even that benefit is disputed and, if it exists at all, it wanes over time.

24 15. Nonetheless, during the second half of 2021, many employers decided to require that
25 their employees get the Covid shots to keep their jobs. They did this largely in response to the
26 President’s statement that Americans were living in a “pandemic of the unvaccinated” and that
27 universal vaccination was the only way to defeat Covid-19.

28 16. To that end, during the summer of 2021, Disney decided that all its employees would

1 have to get one of the Covid-19 shots or they would be fired. The mandate was unprecedented.
2 Disney has never required that individuals get a shot to work for it. It never even inquired about such
3 private medical information before the Covid pandemic, recognizing that California prohibits
4 employers from conditioning employment on medical conformity.

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

8 18. Although Disney enforced its mandatory vaccination policy on some of its employees
9 during the fall of 2021, it did not announce a mandatory vaccination policy for 20TVA employees
10 until April 2022. At that point, Disney executives knew four things. *First*, the original Covid shots
11 did not prevent people from being infected with, or spreading, Covid-19. *Second*, although the Covid
12 shots might reduce an infected person’s symptoms, that benefit wanes over time, making the
13 additional booster shots necessary. *Third*, the United States Supreme Court had invalidated the
14 federal government’s vaccine mandate for large employers, saying that Covid-19 is not a workplace
15 risk that employers or the government have any power over; one cannot get vaccinated on the job
16 and then get un-vaccinated after work. *Fourth*, the Equal Employment Opportunity Commission had
17 told companies that they *must* acknowledge religious objections to vaccination and try to
18 accommodate unvaccinated people if they could do without undue hardship (a hard burden to
19 satisfy).

20 19. Despite this knowledge, Disney pressed forward with its mandatory vaccination
21 policy for 20TVA employees.

22 20. Ms. Petroff worked as a receptionist and office manager for *American Dad* and
23 *Family Guy*, two shows produced by 20TVA. Like most 20TVA employees, she worked remotely
24 throughout the pandemic. By the spring of 2022, Disney wanted to bring people back to the office.
25 Those who worked at 20TVA were subject to the Covid vaccine policy. Ms. Petroff has sincerely
26 held religious beliefs that prevented her from taking the Covid shots. She also has an immune
27 condition that precludes her from taking the Covid shots, due to their possible side effects, especially
28 for women. She sought an accommodation under the vaccine policy for both religious and medical

1 reasons.

2 21. Disney had extensive experience analyzing such requests. In fact, Disney received
3 thousands of such requests and granted at least seventy to eighty percent of them.

4 22. Disney had a two-step process for conducting this analysis. First, it asked whether the
5 employee expressed a sincerely held religious (as opposed to secular) objection to vaccination.
6 Second, and if so, Disney asked the employee’s supervisors whether they could accommodate the
7 person without undue hardship (a difficult standard to meet). In Ms. Petroff’s case, that task fell to
8 Disney lawyer/HR official Erin Nguyen.

9 23. Ms. Nguyen interviewed Ms. Petroff on May 3, 2022. According to Disney’s own
10 summary of Petroff’s accommodation request—a true and correct copy of which is attached as
11 **Exhibit “A”**—Nguyen did not doubt the sincerity of Petroff’s religious views. Therefore, on May 4,
12 2022, Ms. Nguyen spoke with Marci Proietto and Karin Perrotta at 20TVA about how they could
13 accommodate Petroff. [REDACTED]

14 [REDACTED]
15 [REDACTED]
16 [REDACTED]
17 24. The 20TVA producers reiterated that stance in another meeting with Ms. Nguyen that
18 occurred two days later. For example, Ms. Proietto said [REDACTED]

19 [REDACTED]
20 [REDACTED]
21 [REDACTED]
22 25. The Disney HR team seemed frustrated. [REDACTED]

23 [REDACTED]
24 [REDACTED]
25 [REDACTED]
26 [REDACTED]
27 [REDACTED]
28 26. The producers also made clear that they knew they were acting unlawfully in refusing

1 to consider accommodating Petroff. For example, according to Nguyen’s summary: [REDACTED]

2 [REDACTED]
3 [REDACTED]
4 [REDACTED]
5 [REDACTED]
6 27. That extraordinary conversation between Ms. Nguyen and the 20TVA producers
7 occurred on May 6, 2022. Six days later, the Disney HR team sent Ms. Petroff an email telling her
8 that it had denied her request for accommodation. They said that “[w]hile we considered a number of
9 arrangements for you to work without having been fully vaccinated against the COVID-19 virus, we
10 were unable to identify any that would negatively affect business operations or cause the Company
11 undue hardship.” A true and correct copy of that email is attached as **Exhibit “B.”**

12 28. That statement was false. The person who wrote the email (Ms. Nguyen) knew it was
13 false. She knew, as Ms. Proietto said, [REDACTED]
14 [REDACTED] The company simply chose
15 not to accommodate her, and it lied to her about the reason.

16 29. Moreover, the whole idea of Disney being unable to accommodate Ms. Petroff

17 [REDACTED]
18 [REDACTED]
19 [REDACTED] Even if he had, Ms. Petroff’s medical condition (including her vaccination
20 status) was a confidential matter that the law prohibited Disney from disclosing to MacFarlane.

21 30. To make matters worse, despite knowing the illegality of its actions, Disney
22 proceeded with terminating Ms. Petroff’s employment. It first threatened to fire her on June 13,
23 2022, the date people were supposed to return to the *American Dad/Family Guy* office. That date
24 was pushed back to September, so the company told Petroff she could stay until September 6, then
25 she would be fired. (In fact, the *Family Guy* and *American Dad* staff still have not returned to
26 working in the office.)

27 31. Throughout this time, Ms. Petroff begged for an explanation. She begged for her job.
28 She was a young, vulnerable woman trying to make it in Hollywood. Instead of being honest with

1 her, Disney lied. [REDACTED]

2 [REDACTED] In short, Disney chose the
3 wealthy man who it did not want to upset over the young woman who it had a duty to accommodate,
4 and to treat with good faith while doing so.

5 32. Ms. Petroff was distressed. She had bills to pay. She could not afford to simply walk
6 away from a job she liked. Therefore, she reached out to various people at 20TVA for help and
7 clarification.

8 33. The Disney brass did not like that. Ms. Vallow appears to have been the primary
9 source of frustration. [REDACTED]

10 [REDACTED]
11 [REDACTED] Of course, Disney *had* told Petroff that it was firing her. And it was firing her
12 despite knowing that it could have accommodated her.

13 34. Ms. Nguyen followed up on Vallow’s complaint by sending Ms. Petroff an email that
14 accused Petroff of “reaching out to cast and crew on the production regarding this situation in a
15 manner that might be disruptive.” Nguyen instructed her to not speak to anybody about the matter.
16 That only increased Ms. Petroff’s anxiety, as Disney intended.

17 35. For her part, Ms. Vallow and others acting at her behest instructed Ms. Petroff not to
18 speak to any cast and crew regarding her situation, which isolated Petroff and prevented her from
19 getting support among the staff. Disney also denied Ms. Petroff a position in the Design Department,
20 a job she could have done completely remotely, even if the staff had come back to working in the
21 office (though they never did). For one period, she was ordered to stop circulating flyers to 20TVA
22 staff that were intended to boost morale, something she had done for years without any complaints.
23 She was ordered to remove the American flag from a Memorial Day flyer because the flag could
24 offend people. Even though they knew she was seeking legal advice to challenge Disney’s decision,
25 Ms. Vallow and other supervisors told Ms. Petroff flat out that she was being replaced and they
26 ordered her to train her replacement. They falsely accused her of acting unprofessionally and did not
27 even conduct her annual review, which was supposed to occur in June. Moreover, Ms. Vallow
28 repeatedly treated Ms. Petroff without respect and unprofessionally, rolling her eyes at her in

1 meetings and generally treating her with disdain. This behavior started only after Ms. Vallow learned
2 that Ms. Petroff had not received the Covid shot and had a religious objection to doing so.

3 36. To make matters worse, Vallow repeatedly lied to Ms. Petroff about her knowledge
4 of Petroff's accommodation request and need for accommodation. For example, on May 17, 2022,
5 Vallow emailed Petroff. She wrote: "Pamela, I completely understand your feelings and concerns.
6 Due to privacy concerns, I am not privy to the details of your situation, so please continue to direct
7 any questions you may have to Erin in Employee Relations or Rahel Baker in Human Resources."
8 Of course, that statement was false. Vallow *did* know about Petroff's situation. In fact, she had
9 discussed it with Nguyen herself just a few days earlier. Disney's own documents show that. And, as
10 MacFarlane's top deputy, Vallow was one of the people at 20TVA calling for Disney to fire Petroff
11 to avoid having to accommodate her.

12 37. The lies and harassment continued throughout the time Ms. Petroff was fighting for
13 her job. For weeks, Ms. Petroff's supervisors at 20TVA, including Ms. Vallow, prevented her from
14 coming into the office for any reason, including to get her belongings, even though she offered to
15 provide a negative Covid test. They eventually let her into the building but required that she do so
16 after business hours and while being watched by a supervisor. Disney also hired somebody to
17 replace Ms. Petroff, even though she still (technically) had time to comply with the vaccination
18 policy. Ms. Vallow engaged in these actions to make Ms. Petroff feel uncomfortable and to pressure
19 her into leaving the company. That way the company would not have to accommodate her and
20 potentially make MacFarlane upset.

21 38. These actions were unlawful. Disney knew they were unlawful. Its own documents
22 show that. Disney also knew that it had a duty to work with Ms. Petroff, in good faith, to
23 accommodate her religious objection to vaccination. That duty required at least two things: honesty
24 and communication. Instead, Disney lied to Petroff and it tried to muzzle and isolate her so she
25 would simply leave the company instead of fighting for her job.

26 39. To its credit, Disney put Ms. Petroff on paid leave in September 2022 and it
27 eventually gave her a job on a different show. That helped mitigate Petroff's economic damages. But
28 it did those things only *after* Petroff hired a lawyer and *after* those lawyers filed an *ex parte*

1 application to prevent the company from firing her.

2 40. Moreover, the job that Disney placed Petroff in was eliminated during the
3 screenwriters’ strike of 2023. She would not have been laid off had Disney fulfilled its obligation of
4 accommodating her on *American Dad/Family Guy*. And Petroff suffered a debilitating hand injury at
5 the in-person replacement job when a desk fell on her hand. She would not have suffered that injury
6 if Disney had fulfilled its obligation to accommodate her on *American Dad/Family Guy*. In fact, had
7 Disney fulfilled its obligation to accommodate her, Petroff would still be working—either remotely
8 or in person—on *American Dad/Family Guy*.

9 41. In addition, the lies that Disney told Petroff—and the general disdain it showed for
10 her during the summer of 2022, as she fought for her job—caused Petroff a significant amount of
11 emotional distress. (She has since been diagnosed with a depressive disorder.) And the fact that
12 Disney lied to Petroff about why it was refusing to accommodate her provides the type of evidence
13 of fraud, oppression, or malice that warrants punitive damages.

14 42. Ms. Petroff filed this action to protect those rights and to seek damages for Disney’s
15 refusal to accommodate her when it knew it could have. Ms. Petroff received a right to sue letter
16 from the California Department of Fair and Employment and Housing and thus exhausted her
17 administrative remedies. A copy of that letter is attached as **Exhibit “C.”**

18 43. This case initially included a claim for declaratory and injunctive relief under Article
19 I, section 1 of the California Constitution. But, based on representations from Disney that it is no
20 longer enforcing a Covid vaccine policy on any employees, Ms. Petroff omitted that claim from this
21 Second Amended Complaint.

22 **FIRST CAUSE OF ACTION**

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

24 44. Ms. Petroff incorporates paragraphs 1 through 43 of this Complaint as though set
25 forth fully herein.

26 45. California’s Fair Employment and Housing Act (FEHA) forbids an employer from
27 firing someone “because of a conflict between the person’s religious belief or observance and any
28 employment requirement, unless the employer or other entity covered by this part demonstrates that

1 it has explored any available reasonable alternative means of accommodating the religious belief or
2 observance . . . but is unable to reasonably accommodate the religious belief or observance without
3 undue hardship.” Cal. Gov’t Code § 12940(l)(1).

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

11 47. As a result of Disney’s actions, Ms. Petroff suffered damages in an amount to be
12 proven at trial. These actions were the actual and proximate cause of those damages. These damages
13 include the physical injuries that Petroff suffered to her hand due to Disney’s efforts to avoid
14 accommodating her on *American Dad/Family Guy*, which are recoverable under FEHA per the
15 Court of Appeal’s decision in *Shirvanyan vs. Los Angeles Community College District*, 59 Cal. App.
16 5th 82 (2020), and damages related to the depressive disorder that she has been diagnosed with.

17 48. Disney acted with malice or reckless indifference to Ms. Petroff’s rights, justifying an
18 award of punitive damages. Indeed, as alleged above and confirmed by its own documents, Disney
19 knew that its actions were unlawful, but it engaged in them anyway.

20 49. Under the FEHA, Ms. Petroff should also recover her costs and legal fees.

21 **SECOND CAUSE OF ACTION**

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

23 50. Ms. Petroff incorporates paragraphs 1 through 43 of this Complaint as though set
24 forth fully herein.

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

27 52. Ms. Petroff was subjected to harassing conduct by Ms. Vallow, her supervisor at
28 20TVA, as alleged in paragraphs 30 through 34 above and based on her protected status.

1 discharge of Ms. Petroff’s employment.

2 63. Ms. Petroff’s assertion of her right to religious freedom and bodily autonomy was a
3 substantial motivating reason for Disney’s actions, as alleged above, and thus constituted wrongful
4 termination in violation of public policy.

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

7 65. Disney acted with malice or reckless indifference to Ms. Petroff’s rights, justifying an
8 award of punitive damages. Indeed, as alleged above and confirmed by its own documents, Disney
9 knew that its actions were unlawful, but it engaged in them anyway.

10 66. This action serves the public interest, justifying an award of attorneys' fees under
11 section 1021.5 of the California Code of Civil Procedure.

12 **FOURTH CAUSE OF ACTION**

13 **(Violation of Cal. Fair Employment and Housing Act/Retaliation vs. Disney)**

14 67. Ms. Petroff incorporates paragraphs 1 through 43 of this Complaint as though set
15 forth fully herein.

16 68. As alleged above, Ms. Petroff engaged in protected activity by challenging Disney’s
17 efforts to fire her during the spring and summer of 2022, despite the company acknowledging that
18 she had a sincerely held religious objection to vaccination and that it could accommodate her
19 without undue hardship, as the law required it to do. Petroff also engaged in protected activity by
20 questioning Disney’s refusal to accommodate her and by trying to engage in the interactive process
21 by questioning her supervisors and other 20TVA employees about the decision.

22 69. In response to her protected activity, Disney threatened Petroff with discipline and
23 termination. Among other things, it forbade her from discussing her situation with other 20TVA
24 employees, which isolated her and prevented her from compelling Disney to engage in the required
25 interactive process. In addition, Ms. Petroff suffered the harassment alleged above. These actions
26 collectively amounted to a constructive discharge of her employment.

27 70. Ms. Petroff’s protected activity was a substantial motivating reason for Disney’s
28 actions.

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JURY TRIAL DEMAND

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

Dated: February 28, 2024

JW HOWARD/ ATTORNEYS, LTD.

By:



John W. Howard
Scott J. Street
Attorneys for Plaintiff PAMELA PETROFF

JW HOWARD/ ATTORNEYS, LTD.
701 B STREET, SUITE 1725
SAN DIEGO, CALIFORNIA 92101

EXHIBIT A

**OMITTED DUE TO IMPROPER
"ATTORNEYS' EYES ONLY"
DESIGNATION**

EXHIBIT B

From: DGE Employee Accommodation Requests
<DGE.Employee.Accommodation.Requests@disney.com>
Date: Thursday, May 12, 2022 at 3:09 PM
To: Pamela Petroff <pamela.petroff@20tva.com>
Subject: Your accommodation request

Dear Pamela. Thank you for your time discussing your request for a religious exemption from the Company's COVID-19 vaccine requirement. The COVID-19 vaccine requirement was implemented based on the recommendations of scientists, health officials, and our own medical professionals that the COVID-19 vaccine provides the best protection against the virus. Accordingly, absent an approved accommodation, employees must be fully vaccinated as a condition of continued employment

We have carefully reviewed the information you provided and the essential job functions of your role to evaluate your accommodation request. While we considered a number of arrangements for you to work without having been fully vaccinated against the COVID-19 virus, we were unable to identify any that would not negatively affect business operations or cause the Company undue hardship. For these reasons, the Company is unable to provide you with an exemption from its vaccination policy.

If you reconsider and decide to get the vaccine, we ask that you start the vaccination process (i.e., get the first dose in a two-dose COVID-19 vaccination series manufactured by Moderna or Pfizer, or the single-dose vaccination manufactured by Johnson & Johnson) within the next seven days (by May 20, 2022). If you do not start the vaccination process in this time frame, your employment will be subject to separation on or about May 31, 2022.

Best Regards
Disney General Entertainment Employee Relations

EXHIBIT C



DEPARTMENT OF FAIR EMPLOYMENT & HOUSING

KEVIN KISH, DIRECTOR

2218 Kausen Drive, Suite 100 | Elk Grove | CA | 95758
(800) 884-1684 (Voice) | (800) 700-2320 (TTY) | California's Relay Service at 711
<http://www.dfeh.ca.gov> | Email: contact.center@dfeh.ca.gov

May 24, 2022

Pamela Petroff
12819 Riverside Dr. #106
Valley Village, CA 91607

RE: **Notice to Complainant**
DFEH Matter Number: 202205-17095124
Right to Sue: Petroff / Kara Vallow / Disney / 20th Animation

Dear Pamela Petroff:

Attached is a copy of your complaint of discrimination filed with the Department of Fair Employment and Housing (DFEH) pursuant to the California Fair Employment and Housing Act, Government Code section 12900 et seq. Also attached is a copy of your Notice of Case Closure and Right to Sue.

Pursuant to Government Code section 12962, DFEH will not serve these documents on the employer. You must serve the complaint separately, to all named respondents. If you do not have an attorney, you must serve the complaint yourself. Please refer to the attached Notice of Case Closure and Right to Sue for information regarding filing a private lawsuit in the State of California. A courtesy "Notice of Filing of Discrimination Complaint" is attached for your convenience.

Be advised that the DFEH does not review or edit the complaint form to ensure that it meets procedural or statutory requirements.

Sincerely,

Department of Fair Employment and Housing

EXHIBIT B

1 Scott J. Street (SBN 258962)
2 JW HOWARD/ATTORNEYS, LTD.
3 201 South Lake Avenue, Suite 303
4 Pasadena, CA 91101
5 Telephone: (213) 205-2800
6 Email: ssreet@jwhowardattorneys.com

7 John W. Howard (SBN 80200)
8 Michelle D. Volk (SBN 217151)
9 JW HOWARD/ATTORNEYS, LTD.
10 ~~701 B Street~~ 600 West Broadway, Suite ~~4725~~ 1400
11 San Diego, ~~California~~ CA 92101
12 Telephone: 619-234-2842
13 Facsimile: 619-234-1716
14 Email: johnh@jwhowardattorneys.com

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~~ Alison Mackenzie (Dept. 55)

~~**FIRSTSECOND AMENDED COMPLAINT-
FOR DAMAGES, DECLARATORY RELIEF,
AND INJUNCTIVE RELIEF**~~

JURY TRIAL REQUESTED

Complaint filed: August 24, 2022

Trial Date: February 10, 2025

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1 ///

2 ##

3 Plaintiff Pamela Petroff alleges as follows:

4 **PARTIES, JURISDICTION AND VENUE**

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

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

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

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

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

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

28 7. Venue exists in Los Angeles County under sections 393(b) and 394(a) of the Code of

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1 Civil Procedure because the parties reside here, and the effects of Defendant’s actions are felt here.

2 \ \ \

3 **FACTUAL ALLEGATIONS**

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

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

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

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

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

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

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

1 15. Nonetheless, during the second half of 2021, many employers decided to require that
2 their employees get the Covid shots to keep their jobs. They did this largely in response to the
3 President’s statement that Americans were living in a “pandemic of the unvaccinated” and that
4 universal vaccination was the only way to defeat Covid-19.

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

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

13 18. Although Disney enforced its mandatory vaccination policy on some of its employees
14 during the fall of 2021, it did not announce a mandatory vaccination policy for 20TVA employees
15 until April 2022. At that point, Disney executives knew four things. *First*, ~~none of the original~~ Covid
16 shots did not prevent people from being infected with, or spreading, Covid-19 ~~(indeed Disney knew~~
17 ~~this all along)~~. *Second*, although the Covid shots might reduce an infected person’s symptoms, that
18 benefit wanes over time, making the additional booster shots necessary. *Third*, the United States
19 Supreme Court had invalidated the federal government’s vaccine mandate for large employers,
20 saying that Covid-19 is not a workplace risk that employers or the government have any power over;
21 one cannot get vaccinated on the job and then get un-vaccinated after work. *Fourth*, the Equal
22 Employment Opportunity Commission had told companies that they *must* acknowledge religious
23 objections to ~~the vaccination policies; companies cannot question the sincerity or verity of an~~
24 ~~individual’s beliefs and they cannot limit Covid-related religious exemptions to organized religions~~
25 ~~that reject all medicine. Moreover, the CDC has changed its guidance about Covid-19 policies and~~
26 ~~now does not recommend making any distinctions between people based on their vaccination status~~
27 vaccination and try to accommodate unvaccinated people if they could do without undue hardship (a
28 hard burden to satisfy).

1 19. Despite this knowledge, Disney ~~has~~ pressed forward with its mandatory vaccination
2 policy for 20TVA employees.

3 ~~19. — Ms. But, while stressing the necessity of its actions, Disney did not require that~~
4 ~~any Petroff worked as a receptionist and office manager for *American Dad* and *Family Guy*, two~~
5 ~~shows produced by 20TVA. Like most 20TVA employees get, she worked remotely throughout the~~
6 ~~pandemic. By the booster shots. To this day, Disney has not required that anybody get any of the~~
7 ~~Covid booster shots. It does not intend spring of 2022, Disney wanted to require the booster shots,~~
8 ~~either, as tens of thousands of employees would object and refuse bringing people back to comply with~~
9 ~~that the office. Those who worked at 20TVA were subject to the Covid vaccine policy. Ms.~~

10 20. — Disney does not have a reasonable basis for this disparate treatment. None exists. It
11 simply believes that it can absorb the loss of a few hundred unvaccinated employees, especially
12 lower level employees like Petroff has sincerely held religious beliefs that prevented her from taking
13 the Covid shots. ~~Ms. Petroff-~~

14 ~~21-20. Ms. Petroff is a Christian. She asserted a religious objection to Disney's mandatory~~
15 ~~vaccination policy.~~ She also has an immune condition that precludes her from taking the Covid
16 shots, due to their possible side effects, especially for women. She sought an accommodation under
17 the vaccine policy for both religious and medical reasons.

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

1 21. That was the job for Disney had extensive experience analyzing such requests. In
2 fact, Disney received thousands of such requests and granted at least seventy to eighty percent of
3 them.

4 22. Disney had a two-step process for conducting this analysis. First, it asked whether the
5 employee expressed a sincerely held religious (as opposed to secular) objection to vaccination.
6 Second, and if so, Disney asked the employee’s supervisors whether they could accommodate the
7 person without undue hardship (a difficult standard to meet). In Ms. Petroff’s case, that task fell to
8 Disney lawyer/HR official Erin Nguyen.

9 23. Ms. Nguyen interviewed Ms. Petroff on May 3, 2022. ~~Nine days later, Ms. Nguyen~~
10 ~~responded. She did not dispute~~ According to Disney’s own summary of Petroff’s accommodation
11 request—a true and correct copy of which is attached as **Exhibit “A”**—Nguyen did not doubt the
12 sincerity of ~~Ms.~~ Petroff’s religious beliefs. ~~Instead, she stated~~ views. Therefore, on May 4, 2022, Ms.
13 Nguyen spoke with Marci Proietto and Karin Perrotta at 20TVA about how they could accommodate
14 Petroff. [REDACTED]

15 [REDACTED]
16 [REDACTED]
17 [REDACTED]
18 24. The 20TVA producers reiterated that stance in another meeting with Ms. Nguyen that
19 occurred two days later. [REDACTED]

20 [REDACTED]
21 [REDACTED]
22 [REDACTED]
23 25. The Disney HR team seemed frustrated. [REDACTED]

24 [REDACTED]
25 [REDACTED]
26 [REDACTED]
27 [REDACTED]
28 [REDACTED]

1 26. The producers also made clear that they knew they were acting unlawfully in refusing
2 to consider accommodating Petroff. For example, according to Nguyen’s summary: [REDACTED]

3 [REDACTED]
4 [REDACTED]
5 [REDACTED]
6 [REDACTED]
7 [REDACTED]

8 27. That extraordinary conversation between Ms. Nguyen and the 20TVA producers
9 occurred on May 6, 2022. Six days later, the Disney HR team sent Ms. Petroff an email telling her
10 that it had denied her request for accommodation. They said that “[w]hile we considered a number of
11 arrangements for you to work without having been fully vaccinated against the COVID-19 virus, we
12 were unable to identify any that would negatively affect business operations or cause the Company
13 undue hardship. Thus, Ms. Nguyen.” A true and correct copy of that email is attached as Exhibit
14 “B.”

15 28. That statement was false. The person who wrote the email (Ms. Nguyen) knew it was
16 false. [REDACTED]
17 [REDACTED] The company simply chose
18 not to accommodate her, and it lied to her about the reason.

19 29. [REDACTED]
20 [REDACTED] Macfarlane had
21 not stepped foot inside the American Dad/Family Guy office since the pandemic started. He had no
22 intention of going there. Even if he had, Ms. Petroff’s medical condition (including her vaccination
23 status) was a confidential matter that the law prohibited Disney from disclosing to MacFarlane.

24 30. To make matters worse, despite knowing the illegality of its actions, Disney
25 proceeded with terminating Ms. Petroff’s employment. It first threatened to fire her on June 13,
26 2022, the date people were supposed to return to the American Dad/Family Guy office. That date
27 was pushed back to September, so the company told Ms. Petroff she could stay until September 6,
28 then she would be fired if she. (In fact, the Family Guy and American Dad staff still have not

1 returned to working in the office.)

2 31. Throughout this time, Ms. Petroff begged for an explanation. She begged for her job.
3 She was a young, vulnerable woman trying to make it in Hollywood. Instead of being honest with
4 her, Disney lied. [REDACTED]

5 [REDACTED] In short, Disney chose the
6 wealthy man who it did not want to upset over the young woman who it had a duty to accommodate,
7 and to treat with good faith while doing so.

8 23. Ms. Petroff was distressed, get vaccinated, against her religious convictions and
9 despite her medical condition, by May 31, 2022.

10 24. This was improper. Ms. Nguyen did not engage in a good faith process to find a way
11 for Disney to accommodate Ms. Petroff's unvaccinated status. Nobody did. Nobody spoke to her
12 about potential accommodations, period. For good reason: there are many ways Disney could have
13 accommodated Ms. Petroff, including by asking her to test for Covid-19 before coming into the
14 office each week or offering her remote work options, including in a position in the 20TVA design
15 department that she is qualified for, and which is still working remotely.

16 25.1. In fact, on information and belief, Disney did not engage in a good faith
17 accommodation process for Ms. Petroff because it did not matter. Ms. Petroff's boss, Kara Vallow,
18 is a pro-vaccine and anti-religion zealot who did not want Ms. Petroff working with her.

19 26.32. Ms. Petroff was distressed. She ~~has~~ had bills to pay. She ~~cannot~~ could not afford to
20 simply walk away from a job she ~~likes~~ liked. Therefore, she reached out to various people at 20TVA
21 for help and clarification.

22 33. The Disney brass did not like that. Ms. Vallow appears to have been the primary
23 source of frustration. [REDACTED]

24 [REDACTED]
25 [REDACTED] Of course, Disney had told Petroff that it was firing her. And it was firing her
26 despite knowing that it could have accommodated her.

27 27.34. Ms. Nguyen, operating through an email signed only "Disney
28 General Entertainment Employee Relations," told Ms. Petroff that she could not work remotely and

1 ~~would be fired on June 13 if she did not get the original Covid shot. The email also accused~~
2 ~~Ms. Nguyen followed up on Vallow’s complaint by sending Ms. Petroff an email that accused~~ Petroff
3 of “reaching out to cast and crew on the production regarding this situation in a manner that might be
4 disruptive.” ~~Disney~~Nguyen instructed her to not speak to anybody about the matter. ~~This~~That only
5 increased Ms. Petroff’s anxiety, as Disney intended.

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

12 ~~29-35.~~ For example, after Disney refused to accommodate her religious beliefs, Ms. Vallow
13 and others ~~acting at her behest~~ instructed Ms. Petroff not to speak to any cast and crew regarding her
14 situation, which isolated ~~her~~Petroff and prevented her from getting support among the staff. Disney
15 also denied Ms. Petroff a position in the Design Department, a job she could have done completely
16 remotely, ~~even if the staff had come back to working in the office (though they never did).~~ For one
17 period, she was ordered to stop circulating flyers to 20TVA staff that were intended to boost morale,
18 something she had done for years without any complaints. She was ordered to remove the American
19 flag from a Memorial Day flyer because the flag could offend people. Even though they knew she
20 was seeking legal advice to challenge Disney’s decision, Ms. Vallow and other supervisors told Ms.
21 Petroff flat out that she was being replaced and they ordered her to train her replacement. They
22 falsely accused her of acting unprofessionally and did not even conduct her annual review, which
23 was supposed to occur in June. Moreover, Ms. Vallow ~~has~~ repeatedly treated Ms. Petroff without
24 respect and unprofessionally, rolling her eyes at her in meetings and generally treating her with
25 disdain. This behavior started only after Ms. Vallow learned that Ms. Petroff had not received the
26 Covid ~~shots~~shot and had a religious objection to doing so.

27 ~~36.—This behavior has not abated. To make matters worse, Vallow repeatedly lied to Ms.~~
28 ~~Petroff about her knowledge of Petroff’s accommodation request and need for accommodation. For~~

1 example, on May 17, 2022, Vallow emailed Petroff. She wrote: “Pamela, I completely understand
2 your feelings and concerns. Due to privacy concerns, I am not privy to the details of your situation,
3 so please continue to direct any questions you may have to Erin in Employee Relations or Rahel
4 Baker in Human Resources.” Of course, that statement was false. Vallow *did* know about Petroff’s
5 situation. In fact, she had discussed it with Nguyen herself just a few days earlier. Disney’s own
6 documents show that. And, as MacFarlane’s top deputy, Vallow was one of the people at 20TVA
7 calling for Disney to fire Petroff to avoid having to accommodate her.

8 30-37. The lies and harassment continued throughout the time Ms. Petroff was fighting for
9 her job. For weeks, Ms. Petroff’s supervisors at 20TVA, including Ms. Vallow, prevented her from
10 coming into the office for any reason, including to get her belongings, even though she offered to
11 provide a negative Covid test. They eventually let her into the building but required that she do so
12 after business hours and while being watched by a supervisor. Disney also hired somebody to
13 replace Ms. Petroff, even though she still (technically) had time to comply with the vaccination
14 policy. Ms. Vallow engaged in these actions to make Ms. Petroff feel uncomfortable and to pressure
15 her into leaving the company. That way the company would not have to accommodate her and
16 potentially make MacFarlane upset.

17 31.—These actions ~~are~~ were unlawful. Disney ~~has an obligation to honor sincerely held~~
18 religious belief in setting conditions of employment. ~~It has~~ knew they were unlawful. Its own
19 documents show that. Disney also knew that it had a duty to accommodate those beliefs if doing so
20 would not create an undue hardship on the company. This is a very high standard. Courts have
21 repeatedly held that companies cannot avoid their duty to accommodate religious beliefs by citing
22 speculative burdens, as Disney did here.—

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

27 33.—During the pandemic, employers like Disney have tried to circumvent state and
28 federal civil rights laws by making Covid, in good faith, to accommodate her religious objection to

1 vaccination a requirement for every job. It cannot do that. Having an injection inside one's body has
2 no bearing on the tasks performed by a receptionist. And since the Covid shots do not prevent
3 infection or transmission, something Disney acknowledged when it adopted its mandatory
4 vaccination policy, Disney cannot plausibly claim that unvaccinated employees pose a direct threat
5 to their co-workers.

6 34. Disney's actions show that it views unvaccinated employees as having inferior
7 immune systems. They did not protect themselves as well as their vaccinated colleagues and thus
8 may get sicker if they get infected. That is a perceived disability also protected against
9 discrimination.

10 35-38. Ms. Petroff complied with generally applicable rules related to Covid-19. She would
11 have continued to do those. That duty required at least two things, whether testing or wearing a
12 mask in certain settings: honesty and communication. Instead, she got caught up in Disney's
13 political posturing. Disney lied to Petroff and it tried to muzzle and isolate her so she would simply
14 leave the company instead of fighting for her job.

15 39. This should not be a political issue. There is no need for everybody to get the Covid-
16 19 shot. Furthermore, To its credit, Disney put Ms. Petroff on paid leave in September 2022 and it
17 eventually gave her a job on a different show. That helped mitigate Petroff's economic damages. But
18 it did those things only after Petroff hired a lawyer and after those lawyers filed an *ex parte*
19 application to prevent the company from firing her.

20 40. Moreover, the job that Disney placed Petroff in was eliminated during the
21 screenwriters' strike of 2023. She would not have been laid off had Disney fulfilled its obligation of
22 accommodating her on *American Dad/Family Guy*. And Petroff suffered a debilitating hand injury at
23 the in-person replacement job when a desk fell on her hand. She would not have suffered that injury
24 if Disney had fulfilled its obligation to accommodate her on *American Dad/Family Guy*. In fact, had
25 Disney fulfilled its obligation to accommodate her, Petroff would still be working—either remotely
26 or in person—on *American Dad/Family Guy*.

27 41. In addition, the lies that Disney told Petroff—and the general disdain it showed for
28 her during the summer of 2022, as she fought for her job—caused Petroff a significant amount of

1 emotional distress. (She has since been diagnosed with a depressive disorder.) And the fact that
2 Disney lied to Petroff about why it was refusing to accommodate her provides the type of evidence
3 of fraud, oppression, or malice that warrants punitive damages.

4 ~~36.—Ms. Petroff has a right to privacy and a right to bodily autonomy, the right to *choose*~~
5 ~~what she does with her body, whether that decision relates to aborting a baby or putting a~~
6 ~~pharmaceutical into her body. That right is enshrined in the first article of the California~~
7 ~~Constitution.~~

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

11 ~~38.42. Ms. Petroff brings Petroff filed~~ this action to protect those rights, ~~to prevent Disney~~
12 ~~from firing her~~ and to seek damages for Disney’s ~~unlawful discrimination~~ refusal to accommodate
13 her when it knew it could have. Ms. Petroff received a right to sue letter from the California
14 Department of Fair and Employment and Housing and thus exhausted her administrative remedies.
15 A copy of that letter is attached as Exhibit “C.”

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

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

24 ~~43. This case initially included a claim for declaratory and injunctive relief under Article~~
25 ~~I, section 1 of the California Constitution. But, based on representations from Disney that it is no~~
26 ~~longer enforcing a Covid vaccine policy on any employees, Ms. Petroff omitted that claim from this~~
27 Second Amended Complaint.

28 **FIRST CAUSE OF ACTION**

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

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

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

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

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

27 45. ~~As the California Supreme Court has explained, the “rational basis” test that courts~~
28 ~~employ when analyzing alleged violations of the United States Constitution does not apply in a state~~

1 law privacy case. The California Supreme Court uses a fact intensive balancing test to decide
2 whether a mandate violates an individual's state constitutional right to privacy. Moreover, while
3 Disney may argue that its vaccine mandate serves a compelling interest in reducing the spread of
4 Covid-19, there are feasible and effective alternatives to it that have a lesser impact on privacy
5 interests.

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

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

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

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

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

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

25 **SECOND CAUSE OF ACTION**

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

27 52.44. Ms. Petroff incorporates paragraphs 1 through 4043 of this Complaint as though set
28 forth fully herein.

1 ~~53-45.~~ California’s Fair Employment and Housing Act (FEHA) forbids an employer from
2 firing someone “because of a conflict between the person’s religious belief or observance and any
3 employment requirement, unless the employer or other entity covered by this part demonstrates that
4 it has explored any available reasonable alternative means of accommodating the religious belief or
5 observance . . . but is unable to reasonably accommodate the religious belief or observance without
6 undue hardship.” Cal. Gov’t Code § 12940(l)(1).

7 ~~54-46.~~ Ms. Petroff works for Disney. ~~She~~~~As alleged above, she~~ has sincerely held religious
8 beliefs or practices that conflict with a stated job requirement (mandatory Covid vaccination).
9 Disney was aware of this conflict but did not explore any available reasonable alternatives for
10 accommodating Ms. Petroff’s beliefs and it refused to consider the accommodations she proposed,
11 none of which would have imposed a substantial burden on Disney. Disney has also tried to
12 terminate Ms. Petroff’s employment to avoid having to accommodate her sincerely held religious
13 beliefs against vaccination.

14 ~~55.~~—As a result of Disney’s actions, Ms. Petroff suffered damages in an amount to be
15 proven at trial. These actions were the actual and proximate cause of those damages. ~~These damages~~
16 ~~include the physical injuries that Petroff suffered to her hand due to Disney’s efforts to avoid~~
17 ~~accommodating her on American Dad/Family Guy, which are recoverable under FEHA per the~~
18 ~~Court of Appeal’s decision in Shirvanyan vs. Los Angeles Community College District, 59 Cal. App.~~

19 ~~56.~~—~~Disney acted with malice or reckless indifference to Ms.~~~~5th 82 (2020), and damages~~
20 ~~related to the depressive disorder that she has been diagnosed with.~~ ~~Petroff’s rights, justifying an~~
21 ~~award of punitive damages.~~

22 ~~57.1.~~ Under the FEHA, Ms. Petroff should also recover her costs and legal fees.

23 **THIRD CAUSE OF ACTION**

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

25 ~~58.~~—Ms. Petroff incorporates paragraphs 1 through 40 of this Complaint as though set
26 forth fully herein.

27 ~~59.~~—The FEHA prohibits California employers from firing someone because of an actual
28 or perceived disability.

1 ~~60.1. Ms. Petroff works for Disney. She has a perceived physical disability (not having the~~
2 ~~best protection against Covid-19 in her body) that conflicts with a stated job requirement (the~~
3 ~~mandatory vaccination policy). Disney was aware of this conflict but did not explore any available~~
4 ~~reasonable alternatives for accommodating Ms. Petroff and it refused to consider the~~
5 ~~accommodations she proposed, none of which would have imposed a substantial burden on Disney.~~
6 ~~Disney said it would terminate Ms. Petroff's employment because of this perceived disability.~~

7 ~~61.47. As a result of Disney's actions, Ms. Petroff suffered damages in an amount to be~~
8 ~~proven at trial. These actions were the actual and proximate cause of those damages.~~

9 ~~62.48. Disney acted with malice or reckless indifference to Ms. Petroff's rights, justifying an~~
10 ~~award of punitive damages. Indeed, as alleged above and confirmed by its own documents, Disney~~
11 ~~knew that its actions were unlawful, but it engaged in them anyway.~~

12 ~~49. Under the FEHA, Ms. Petroff should also recover her costs and legal fees.~~

13 **SECOND CAUSE OF ACTION**

14 ~~63.1. Under the FEHA, Ms. Petroff should recover her costs and legal fees.~~

15 **FOURTH CAUSE OF ACTION**

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

17 ~~64.50. Ms. Petroff incorporates paragraphs 1 through 4043 of this Complaint as though set~~
18 ~~forth fully herein.~~

19 ~~65.51. Ms. Petroff worked for Disney. She has a condition—not being vaccinated against~~
20 ~~Covid-19 due to her religious beliefs—that is protected from discrimination by state and federal law.~~

21 ~~66.52. Ms. Petroff was subjected to harassing conduct by Ms. Vallow, her supervisor at~~
22 ~~20TVA, as alleged in paragraphs 2730 through 3034 above and based on her protected status.~~

23 ~~67.53. This harassing conduct was severe and pervasive.~~

24 ~~68.54. A reasonable person in Ms. Petroff's position would have considered the work~~
25 ~~environment at 20TVA to be hostile, intimidating, offensive, oppressive, or abusive.~~

26 ~~69.55. Ms. Petroff considered the work environment to be hostile, intimidating, offensive,~~
27 ~~oppressive, or abusive and she suffered harm as a result of it.~~

28 ~~70.56. As a result of Ms. Vallow's actions, Ms. Petroff suffered damages in an amount to be~~

1 proven at trial. These actions were the actual and proximate cause of those damages.

2 ~~71-57.~~ Ms. Vallow acted within the course and scope of her employment, and with the
3 knowledge and approval of her superiors at Disney, when engaging in the actions alleged above. In
4 the alternative, Disney executives knew or should have known about Ms. Vallow’s actions and failed
5 to take immediate and appropriate corrective action. Therefore, Disney should be held liable for Ms.
6 Vallow’s actions.

7 ~~58. Ms. Vallow acted with malice or reckless indifference to Ms. Petroff’s rights,~~
8 ~~justifying an award of punitive damages. Indeed, as alleged above and confirmed by Disney’s own~~
9 ~~documents, Vallow knew that her actions were unlawful, but she engaged in them anyway.~~

10 ~~59. Under the FEHA, Ms. Petroff should recover her costs and legal fees.~~

11 ~~72. Under the FEHA, Ms. Petroff should recover her costs and legal fees.~~

12 **FIFTH THIRD CAUSE OF ACTION**

13 **(Wrongful Termination [Constructive Discharge] vs. Disney)**

14 ~~73-60.~~ Ms. Petroff incorporates paragraphs 1 through ~~4043~~ of this Complaint as though set
15 forth fully herein.

16 ~~74-61.~~ Disney ~~is trying~~ threatened to fire Ms. Petroff for asserting her constitutional and
17 statutory rights, including her right to religious freedom and bodily autonomy. Those policies are
18 considered fundamental for a claim of wrongful termination in violation of public policy.

19 ~~62. The~~ Although Disney ultimately did not terminate Ms. Petroff’s employment—it put
20 her on paid leave and moved her to a different show—the actions it took toward her between May
21 and September 2022 were egregious and amounted to a continuous pattern of harassing and unlawful
22 conduct that was designed to make work intolerable for Petroff, so that she would leave her job
23 either before or after her termination date. Thus, Disney’s actions amounted to a constrictive
24 discharge of Ms. Petroff’s employment.

25 ~~75-63.~~ Ms. Petroff’s assertion of ~~these rights~~ her right to religious freedom and bodily
26 autonomy was a substantial motivating reason for Disney’s actions, as alleged above, and thus
27 constituted wrongful termination, in violation of public policy.

28 ~~76-64.~~ As a result of Disney’s actions, Ms. Petroff suffered damages in an amount to be

1 proven at trial. These actions were the actual and proximate cause of those damages.

2 77-65. Disney acted with malice or reckless indifference to Ms. Petroff's rights, justifying an
3 award of punitive damages. Indeed, as alleged above and confirmed by its own documents, Disney
4 knew that its actions were unlawful, but it engaged in them anyway.

5 78-66. This action serves the public interest, justifying an award of attorneys' fees under
6 section 1021.5 of the California Code of Civil Procedure.-

7 **FOURTH CAUSE OF ACTION**

8 **(Violation of Cal. Fair Employment and Housing Act/Retaliation vs. Disney)**

9 67. Ms. Petroff incorporates paragraphs 1 through 43 of this Complaint as though set
10 forth fully herein.

11 68. As alleged above, Ms. Petroff engaged in protected activity by challenging Disney's
12 efforts to fire her during the spring and summer of 2022, despite the company acknowledging that
13 she had a sincerely held religious objection to vaccination and that it could accommodate her
14 without undue hardship, as the law required it to do. Petroff also engaged in protected activity by
15 questioning Disney's refusal to accommodate her and by trying to engage in the interactive process
16 by questioning her supervisors and other 20TVA employees about the decision.

17 69. In response to her protected activity, Disney threatened Petroff with discipline and
18 termination. Among other things, it forbade her from discussing her situation with other 20TVA
19 employees, which isolated her and prevented her from compelling Disney to engage in the required
20 interactive process. In addition, Ms. Petroff suffered the harassment alleged above. These actions
21 collectively amounted to a constructive discharge of her employment.

22 70. Ms. Petroff's protected activity was a substantial motivating reason for Disney's
23 actions.

24 71. As a result of Disney's actions, Ms. Petroff suffered damages in an amount to be
25 proven at trial. Disney's actions were the proximate and actual cause of those damages.

26 72. Disney acted with malice or reckless indifference to Ms. Petroff's rights, justifying an
27 award of punitive damages. Indeed, as alleged above and confirmed by its own documents, Disney
28 knew that its actions were unlawful, but it engaged in them anyway.

1 73. Under the FEHA, Ms. Petroff should also recover her costs and legal fees.

2 **PRAYER FOR RELIEF**

3 Wherefore, Ms. Petroff prays for relief as follows:

4 ~~1. For an order declaring Disney's Covid-19 mandatory vaccination policy~~
5 ~~unconstitutional under Article I, section 1, of the California Constitution and enjoining its further~~
6 ~~enforcement;~~

7 1. For economic damages, including past and future medical expenses, in an amount to
8 be proven at trial;

9 2. For ~~preliminary pain~~ and ~~permanent injunctive relief prohibiting Disney from~~
10 ~~fringsuffering damages related to Ms. Petroff~~Petroff's physical injuries;

11 3. For ~~compensatory~~emotional distress damages in an amount to be proven at trial;

12 4. For punitive damages in an amount to be proven at trial;

13 5. For interest plus costs and attorneys' fees under section 1021.5 of the California Code
14 of Civil Procedure and the FEHA; and

15 6. For such other relief that the Court determines is just and proper.

16
17 Dated: February 28, 2024

JW HOWARD/ ATTORNEYS, LTD.

18 By:



19
20 _____
21 John W. Howard
22 Scott J. Street
23 Attorneys for Plaintiff PAMELA PETROFF
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JURY TRIAL DEMAND

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

Dated: February 28, 2024

JW HOWARD/ ATTORNEYS, LTD.

By:



John W. Howard
Scott J. Street
Attorneys for Plaintiff PAMELA PETROFF

PROOF OF SERVICE

I, the undersigned, do declare that I am employed in the county aforesaid, that I am over the age of [18] years and not a party to the within entitled action; and that I am executing this proof at the direction of the member of the bar of the above-entitled Court. The business address is:

JW Howard Attorneys LTD
600 West Broadway, Ste. 1400
San Diego, California 92101

MAIL. I am readily familiar with the business’ practice for collection and processing of correspondence for mailing via the United States Postal Service and that the correspondence would be deposited with the United States Postal Service for collections that same day.

ELECTRONIC. I am readily familiar with the business’ practice for collection and processing of documents via electronic system and said documents were successfully transmitted via One Legal that same day.

On the date indicated below, I served the within as indicated:

DECLARATION OF SCOTT J. STREET IN SUPPORT OF MOTION FOR LEAVE TO FILE SECOND AMENDED COMPLAINT

TO:

<p>Steven Marenberg stevenmarenberg@paulhastings.com</p> <p>Deisy Castro deisycastro@paulhastings.com</p> <p>Teresa M. Greider teresagreider@paulhastings.com</p>	<p>Francine Sheldon FrancineSheldon@paulhastings.com</p> <p>Tatiana Thomas tatianathomas@paulhastings.com</p>
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I declare under penalty of perjury, under the laws of the State of California, that the foregoing is true and correct and was **EXECUTED** on February 29, 2024 at San Diego, CA.

 /s/ Dayna Dang
Dayna Dang, Paralegal
dayna@jwhowardattorneys.com