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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

**PLAINTIFF’S MOTION FOR LEAVE TO
FILE SECOND AMENDED COMPLAINT;
MEMORANDUM OF POINTS AND
AUTHORITIES**

[Filed concurrently with Declaration of Scott J.
Street; [Proposed] Order lodged concurrently]

Reservation No. 224501483027

Date: April 22, 2024
Time: 8:30 am
Dept.: 55

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

1 **TO THE COURT, ALL PARTIES AND THEIR COUNSEL OF RECORD:**

2 **PLEASE TAKE NOTICE** that on April 22, 2024, at 8:30 a.m. in Department 55 of the
3 above-referenced court, before the Honorable Alison Mackenzie, Plaintiff Pamela Petroff will, and
4 hereby does, move for an order permitting her to file a Second Amended Complaint (“SAC”) in this
5 matter against her employer, The Walt Disney Company.

6 This Motion is brought pursuant to sections 473 and 576 of the Code of Civil Procedure.
7 There is good cause to grant it. Although this is a discretionary matter, the law is liberally construed
8 to permit amendments, especially when the plaintiff acts diligently in seeking leave to amend and the
9 defendant will not suffer any prejudice from granting such relief. That is the case here. Ms. Petroff
10 filed this case in August 2022, after Disney said it would fire her because it said it could not
11 accommodate her sincerely held religious objection to taking the COVID-19 shots. She immediately
12 brought an *ex parte* application to prevent Disney from firing her. Once that was filed the company
13 relented, put her on leave and placed her in a different job.

14 Ms. Petroff has been in a state of limbo since. Disney deposed her last summer, after Petroff
15 had been laid off during the screenwriters’ strike. Since then, it has been trying to settle the case. A
16 mediation occurred yesterday. The case did not settle. But Disney finally turned over the document
17 that memorialized its analysis of Ms. Petroff’s accommodation request, a printout from the “Quick
18 Base” program that Disney human resources officials used to track all accommodation requests.

19 The document is devastating. It shows that Disney accepted the sincerity of Ms. Petroff’s
20 religious beliefs. It also shows that Disney knew it could accommodate Petroff—who was working
21 as a receptionist and office manager for the animated shows *American Dad* and *Family Guy*—but it
22 chose not to because it did not want to upset Seth Macfarlane, the creator of *American Dad* and
23 *Family Guy*.

24 The Quick Base document is shocking. It contains numerous admissions of guilt, which we
25 cannot print here because Disney marked the document (improperly) as “ATTORNEYS’ EYES
26 ONLY.” It shows that Disney lied to Petroff and created a hostile work environment designed to
27 pressure her into leaving the company before it fired her.

1 Based on this newly produced document, Petroff’s counsel prepared the SAC. It eliminates
2 two claims that were in the First Amended Complaint while adding a claim for retaliation under
3 California’s Fair Employment and Housing Act (“FEHA”). It also adds factual allegations based on
4 the documents that Disney recently produced.

5 Disney will not suffer any prejudice from granting this relief. It knew about and had
6 exclusive possession of the relevant documents for months. In fact, its counsel almost certainly saw
7 the critical Quick Base document last summer, when he was preparing to depose Ms. Petroff (and
8 when he suddenly developed an urge to settle the case). The trial is not scheduled to start until next
9 February. Ms. Petroff’s counsel has not deposed any Disney witnesses.

10 As part of this request, Ms. Petroff also seeks a court order removing the “ATTORNEYS’
11 EYES ONLY” designation Disney placed on the Quick Base document that is attached to the
12 proposed SAC. The Quick Base document is not confidential, much less highly confidential. Similar
13 documents have been used in other cases. No court has found them to be confidential. Moreover, the
14 Quick Base document already contains extensive redactions (some of which we intend to challenge).
15 And while the details of Mr. Macfarlane’s contract negotiations may be confidential, the Quick Base
16 document does not describe them.

17 The Motion is supported by this Notice of Motion and Motion, the attached Memorandum of
18 Points and Authorities, the concurrently filed Declaration of Scott J. Street and exhibits thereto, any
19 additional briefing and oral argument that may be presented at the time of the hearing and upon such
20 other information as the Court deems relevant.

21
22 Dated: February 29, 2024

JW HOWARD/ ATTORNEYS, LTD.

23 By:



24
25 John W. Howard
26 Scott J. Street
27 Attorneys for Plaintiff PAMELA PETROFF
28

1 MEMORANDUM OF POINTS AND AUTHORITIES

2 I. INTRODUCTION

3 This case was filed in August 2022, while Disney was threatening to fire Pamela Petroff from
4 her job as a receptionist and office manager for the animated shows *American Dad* and *Family Guy*.
5 Disney acknowledged that Ms. Petroff had a sincerely held religious objection to COVID-19
6 vaccination. But it told her that it would have to let her go because it could not accommodate her
7 beliefs without undue hardship.

8 That was a ruse. A few weeks ago, Disney finally produced a document from its “Quick
9 Base” HR program that shows it knew it could accommodate Petroff. It chose not to because it did
10 not want to upset Seth Macfarlane, the creator of *American Dad* and *Family Guy*.

11 The Quick Base document is shocking. It contains numerous admissions of guilt. It shows
12 that Disney lied to Petroff about her accommodation analysis and created a hostile work
13 environment designed to pressure her into leaving the company before it fired her.

14 Disney withheld the Quick Base document from Petroff’s counsel for months, producing it
15 only after she agreed to attend a mediation to discuss settling the case. The mediation failed, so now
16 Ms. Petroff wishes to resume litigating the case and move it toward trial, including by amending the
17 complaint to reflect the statements in the Quick Base document and to allege a new claim for
18 retaliation under California’s Fair Employment and Housing Act (“FEHA”).

19 There is good cause to grant that relief. California has a policy of great liberality in allowing
20 amendments to the pleadings, especially under circumstances like these, where the plaintiff’s claims
21 were revealed during discovery. Trial is not imminent. Ms. Petroff’s counsel has not taken any
22 depositions. Only one deposition has been taken, period. Moreover, Disney knew about the Quick
23 Base document and must have been prepared for Petroff to seek this relief. Thus, there is no
24 prejudice in granting the Motion.

25 Therefore, the Court should grant the Motion. And it should order Disney to remove the
26 “ATTORNEYS’ EYES ONLY” designation from the Quick Base document so that a full copy of
27 the proposed SAC can be filed that reflects Ms. Petroff’s claims for relief.

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II. FACTS AND BACKGROUND

Pamela Petroff worked as a receptionist and office manager for the Disney animation studio, 20th Television Animation (“20TVA”). (Declaration of Scott J. Street, dated February 29, 2024 (“Street Decl.”), ¶ 2.) During the spring of 2022, she worked on the shows *American Dad* and *Family Guy*. (*Id.*)

At the time, the *American Dad* and *Family Guy* employees were working remotely. (*Id.*, ¶ 3.) 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. (*Id.*) Ms. Petroff has sincerely held religious beliefs that precluded her from taking the shots. Therefore, she sought accommodation for those beliefs. (*Id.*)

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

Ms. Petroff pushed back. (*Id.*, ¶ 5.) She was working remotely at the time, as she had been since 2020. (*Id.*) The company responded by telling her that she could work until June 13 and then she would be fired. (*Id.*) The company eventually extended Petroff’s termination date to September 6, 2022, the date the *American Dad* and *Family Guy* employees were supposed to return to the office. (*Id.*)

Ms. Petroff retained counsel and, on August 24, 2022, filed the instant lawsuit. (*Id.*, ¶ 6.) They filed an *ex parte* application to prevent Disney from firing Petroff. (*Id.*) In response, Disney placed Petroff on paid leave and found a different job for her (in exchange, Petroff’s counsel withdrew the *ex parte* application). (*Id.*)

Since then, Petroff has remained employed by Disney, although she was laid off during the screenwriters’ strike and is paid less than she was in her prior role. (*Id.*, ¶ 7.) Last August, Disney’s counsel, Steve Marenberg, deposed Ms. Petroff. (*Id.*) After that deposition, Mr. Marenberg expressed an interest in settling the case. (*Id.*) The parties scheduled a mediation for February 27,

1 2024. (*Id.*) Prior to that mediation, Disney made a production of documents. The production
2 included a document that memorialized Disney’s analysis of Ms. Petroff’s accommodation request, a
3 printout from the “Quick Base” program that Disney human resources officials used to track all
4 accommodation requests. (*Id.*) Among other things, the document (which Disney marked as
5 ATTORNEYS’ EYES ONLY”) shows that Disney knew it could accommodate Petroff, but it chose
6 not to because it did not want to upset Seth Macfarlane, the creator of *American Dad* and *Family*
7 *Guy*. (*Id.*)

8 Based on this newly produced document, Ms. Petroff’s counsel prepared the proposed SAC.
9 It eliminates two claims that were in the First Amended Complaint while adding a claim for
10 retaliation under California’s Fair Employment and Housing Act (“FEHA”). (*Id.*, ¶ 8.) It also adds
11 factual allegations based on the documents that Disney recently produced. (*Id.*) And it seeks
12 damages for an injury to Ms. Petroff’s hand, which she suffered when performing the job that
13 Disney put her in to avoid its obligation to accommodate her in the *American Dad/Family Guy*
14 office.

15 **III. LEGAL STANDARD**

16 Courts have discretion, “in furtherance of justice and on any terms as may be proper, [to]
17 allow a party to amend any pleading” Cal. Civ. Proc. Code § 473(a)(1). But this “discretion will
18 usually be exercised liberally to permit amendment of the pleadings.” *Howard v. Cnty. of San Diego*,
19 184 Cal. App. 4th 1422, 1428 (2010). “The policy favoring amendment is so strong that it is a rare
20 case in which denial of leave to amend can be justified.” *Id.* “Leave to amend should be denied only
21 where the facts are not in dispute, and the nature of the plaintiff’s claim is clear, but under
22 substantive law, no liability exists and no amendment would change the result.” *Edwards v. Superior*
23 *Court (Kirianoff)*, 93 Cal. App. 4th 172, 180 (2001).

24 **IV. ARGUMENT**

25 ***Leave to amend.*** The Court should grant the Motion for three reasons. *First*, as explained
26 above, the judicial policy favoring amendment weighs strongly in Petroff’s favor. *Second*, the
27 Motion is timely, and Petroff acted diligently in bringing the issue to the Court’s attention. (Street
28

1 Decl., ¶¶ 6-10.) *Third*, Disney will not be prejudiced by granting this relief as trial is not scheduled
2 until next year, only one deposition has been taken, and no Disney executives have been deposed
3 yet. (*Id.*, ¶ 11.) Furthermore, Disney had exclusive possession and knowledge of the documents upon
4 which the newly discovered claims are based, so it has had time already to prepare a defense. (*Id.*)

5 These facts are dispositive. “If the motion to amend is timely made and the granting of the
6 motion will not prejudice the opposing party, it is error to refuse permission to amend and where the
7 refusal also results in a party being deprived of the right to assert a meritorious cause of action or a
8 meritorious defense, it is not only error but an abuse of discretion.” *Morgan v. Superior Court*
9 (*Morgan*), 172 Cal. App. 2d 527, 530 (1959). That is the case here.

10 Indeed, it is not clear how Disney can oppose this motion. It may be concerned that the
11 newly discovered claims could expose it to greater liability, including punitive damages. But “the
12 fact that the amendment involves a change in legal theory that would make admissible evidence
13 damaging to the opposing party is not the kind of prejudice the court will consider.” Cal. Prac. Guide
14 Civ. Pro. Before Trial Ch. 6-E (citing *Hirsa v. Superior Court (Vickers)*, 118 Cal. App. 3d 486, 490
15 (1981)). Only Ms. Petroff could suffer prejudice here, the prejudice from being denied the chance to
16 litigate her claims fully and fairly.

17 **Confidentiality.** In addition to granting leave to amend, the Court should order Disney to
18 remove the “ATTORNEYS’ EYES ONLY” designation it stamped on the Quick Base document that
19 is now central to Ms. Petroff’s claims. “Parties to civil litigation, recognizing the broad policies
20 favoring discovery, often choose to avoid costly and time-consuming motion practice by entering
21 into stipulations for protective orders that permit production but limit disclosure and use of
22 discovered information deemed by the producing party to contain confidential, proprietary, and/or
23 private information.” *Mercury Interactive Corp. v. Klein*, 158 Cal. App. 4th 60, 98-99 (2007). But
24 these designations are not dispositive. And when one party challenges the designations in court, “the
25 burden is on the party seeking the protective order to show good cause for whatever order is sought.”
26 *Fairmont Ins. Co. v. Superior Court (Stendell)*, 22 Cal.4th 245, 255 (2000).

27 Disney cannot meet that burden. As the Court will see from the documents filed under seal,
28

1 the Quick Base document does not contain proprietary information. It discusses employment matters
2 that go to the heart of the claims being litigated in this case. Moreover, Disney already redacted
3 some information from the Quick Base document. That is sufficient to protect any privileged or
4 proprietary information. *See, e.g., Echostar Satellite LLC v. Freetech, Inc.*, No. C 07-6124 JW RS,
5 2009 WL 8398697, at *2 (N.D. Cal. Aug. 5, 2009) (concluding that party’s “[b]road allegations of
6 harm, unsubstantiated by specific examples or articulated reasoning do not satisfy the Rule 26(c)
7 test” for sealing corporate emails).

8 **V. CONCLUSION**

9 Therefore, Ms. Petroff respectfully requests that the Court grant the motion and provide her
10 with leave to file the proposed Second Amended Complaint, a draft (and redline) of which is
11 attached to the declaration of Ms. Petroff’s lead counsel.

12 Dated: February 29, 2024

JW HOWARD/ ATTORNEYS, LTD.

13
14 By:



15 John W. Howard
16 Scott J. Street
17 Michelle D. Volk
18 Peter C. Shelling
19 Attorneys for Plaintiff, PAMELA PETROFF
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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:

**PLAINTIFF’S MOTION FOR LEAVE TO FILE SECOND AMENDED COMPLAINT;
MEMORANDUM OF POINTS AND AUTHORITIES**

TO:

Steven Marenberg stevenmarenberg@paulhastings.com	Francine Sheldon FrancineSheldon@paulhastings.com
Deisy Castro deisycaastro@paulhastings.com	Tatiana Thomas tatianathomas@paulhastings.com
Teresa M. Greider teresagreider@paulhastings.com	

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



Make a Reservation

PAMELA PETROFF vs KARA VALLOW, et al.

Case Number: 22STCV27474 Case Type: Civil Unlimited Category: Civil Rights/Discrimination

Date Filed: 2022-08-24 Location: Stanley Mosk Courthouse - Department 55

Reservation

Case Name:
PAMELA PETROFF vs KARA VALLOW, et al.

Case Number:
22STCV27474

Type:
Motion for Leave to Amend (Plaintiff's Motion for Leave to File an Amended Complaint)

Status:
RESERVED

Filing Party:
Pamela Petroff (Plaintiff)

Location:
Stanley Mosk Courthouse - Department 55

Date/Time:
04/22/2024 8:30 AM

Number of Motions:
1

Reservation ID:
224501483027

Confirmation Code:
CR-PPR9DNHZSPPVB7B8D

Fees

Description	Fee	Qty	Amount
Motion for Leave to Amend (name extension)	60.00	1	60.00
Credit Card Percentage Fee (2.75%)	1.65	1	1.65
TOTAL			\$61.65

Payment

Amount:
\$61.65

Type:
AmericanExpress

Account Number:
XXXX8001

Authorization:
291813

Payment Date:
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