

IN THE NINTH JUDICIAL CIRCUIT COURT IN AND FOR
OSCEOLA COUNTY, FLORIDA

Barbara Andreas, Stephen J. :
Cribb, Adam Pajer, Steven Gibbons, :
Cheron Hayes, Cathryn Koepke, and :
Seth Schmidt, :

Plaintiffs, :

CASE NO.: 2022-CA-001697

vs. :

The Walt Disney Company, Disney Parks, :
Experiences And Products, Inc., Reedy :
Creek Improvement District, Walt :
Disney Parks and Resorts U.S., Inc., :
Disney Gift Card Services, Inc., Disney :
Human Resources Services Co., LLC, :
Disney Vacation Club Management, LLC, :

Defendants. :

FIRST AMENDED COMPLAINT
AND DEMAND FOR JURY TRIAL

COME NOW, by and through the undersigned attorneys, BARBARA ANDREAS, STEPHEN J. CRIBB, ADAM PAJER, STEVEN GIBBONS, CHERON HAYES, CATHRYN KOEPKE, and SETH SCHMIDT (hereinafter referred to collectively as "Plaintiffs"), and file this First Amended Complaint against Defendants, THE WALT DISNEY COMPANY, DISNEY PARKS, EXPERIENCES AND PRODUCTS, INC., REEDY CREEK IMPROVEMENT DISTRICT (also "RCID"), WALT DISNEY PARKS AND RESORTS U.S., INC., DISNEY GIFT CARD SERVICES, INC., DISNEY HUMAN RESOURCES SERVICES CO., LLC, and DISNEY VACATION CLUB MANAGEMENT, LLC (hereinafter referred to corporately as "Disney"), and allege as follows:

INTRODUCTION

For nearly one hundred years, Disney has brought wonder and magic into the lives and homes of millions of children and adults all around the world. It is unmatched in its ability to spin and retell beautiful tales of daring adventure, undying love, and triumph over monstrous villains. What child didn't feel the grief of the Dwarves when the Evil Queen poisoned Snow White? Or close their eyes and feel that if they just believed enough, they could fly like Peter Pan? Or "wish upon a star" for their dreams to come true?

For Plaintiffs, Disney did make their dreams come true. They each found their dream job as a part of Disney's cast and excelled in their work for the thousands of Disney guests they served. Disney has been for decades a preferred place to work, carefully creating and maintaining an environment of harmony and inclusion. Disney's former CEO states proudly in the Employee Policy Manual:

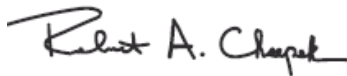
I have had the privilege to work at The Walt Disney Company for more than 25 years and am honored to have the opportunity to serve as CEO. The Company has experienced a number of significant changes during my time here as we continually imagine and innovate. One thing that has not changed is our steadfast commitment to doing business in an ethical, trustworthy way that is beyond reproach.

We have an incredible collection of brands and content, but ultimately the character of our company comes from the energy and integrity of our people. Whether you are a long-time Disney employee or recently joined us, we must continue to hold ourselves to the highest standards, to do the right thing, to behave ethically and respectfully, and to represent and reflect this phenomenal company in the best possible way at all times.

Inclusion and belonging are key factors in how we conduct ourselves, and I expect every employee and Cast Member to work together to make the Company a place where everyone feels respected and valued for their unique stories and contributions to our businesses.

Our Employee Policy Manual details our current policies and principles and provides guidance and direction on issues we may face in today's ever-evolving workplace. I encourage you to review these policies and use them as you perform your valuable work for this company.

With sincere thanks for your commitment and passion,



Bob Chapek

Chief Executive Officer

The Walt Disney Company

But a shadow has come over Disney. For cast members like Plaintiffs who have strongly held religious beliefs, Disney has cast itself as the villain. In 2020, Disney's cast was rocked by the Covid-19 pandemic, but came together as Disney reopened its doors to guests and worked hard to make magic again. But, in only one year's time, by fall of 2021, Disney targeted cast members who declined Covid-19 vaccinations, including Plaintiffs who filed exemptions on grounds of religious faith, stating that taking these injections would violate their deeply held convictions.

Disney could and should have chosen to accommodate these religious beliefs in practice; indeed, to do so would have been to follow state and federal law, Disney's core principles and company policies, including its aspirational Five Keys. Instead, Disney imposed harsh,

unreasonable, and discriminatory “Augmented Health and Safety Protocols” enforced arbitrarily against Plaintiffs. These protocols made clear that Disney irrationally feared Plaintiffs as somehow perpetually exposed or infectious with disease and a perpetual danger to other cast and guests.

When Plaintiffs each objected respectfully and consistently to Disney’s unlawful discrimination against them, Disney failed to remediate its actions, contrary to law. Instead, Disney suspended and/or terminated Plaintiffs for “Speaking Up” in accordance with law and Disney’s own company policy.

GENERAL ALLEGATIONS

Parties, Jurisdiction, and Venue

1. At all times material hereto, Plaintiff Barbara Andreas was a resident of Indian River County, Florida and employed by Walt Disney Parks & Resorts, U.S., Inc.
2. At all times material hereto, Plaintiff Stephen Cribb was a resident of Orange County, Florida and employed by Disney Vacation Club Management, LLC.
3. At all times material hereto, Plaintiff Adam Pajer was a resident of Orange County, Florida and employed by Walt Disney Parks & Resorts, U.S., Inc.
4. At all times material hereto, Plaintiff Steve Gibbons was a resident of Orange County, Florida and employed by Walt Disney Parks & Resorts, U.S., Inc.
5. At all times material hereto, Plaintiff Cheron Hayes was a resident of Orange County, Florida and employed by Disney Gift Card Services, Inc.
6. At all times material hereto, Plaintiff Cathryn Koepke was a resident of Lake County, Illinois and employed by Disney Human Resources Services Co., LLC.
7. At all times material hereto, Plaintiff Seth Schmidt was a resident of Osceola County, Florida

and employed by Walt Disney Parks & Resorts, U.S., Inc.

8. **The Walt Disney Company** was organized in Delaware, is headquartered in Burbank, California, and is doing business in Florida, particularly in Orlando and Osceola counties, through its wholly-owned subsidiaries, *inter alia* Defendants: **Disney Parks, Experiences, and Products, Inc.**, a California corporation organized in current form in 2008 and registered in Florida; **Walt Disney Parks and Resorts U.S., Inc.**, a Florida corporation organized in 1997; **Disney Gift Card Services, Inc.**, a Virginia corporation organized in 2013, registered in Florida; **Disney Human Resources Services Co., LLC**, a California limited liability company organized in 2014, registered in Florida; and **Disney Vacation Club Management, LLC**, a Florida limited liability company reorganized in 2017.
9. **Reedy Creek Improvement District** is a local government *special district* established in 1967 by H.B. 486, Chapter 67-764, and carries out local government functions exclusively under Disney authority on Disney's property located within Orange and Osceola counties.
10. This Court has jurisdiction over Plaintiffs' state and federal claims under Fl. Stat. § 26.012 and pursuant to Fl. Stat. § 448.103, § 760.11(4), and § 86.011 under which Plaintiffs bring their claims.
11. This Court has personal jurisdiction over Defendants in this matter, as all Disney entities herein named Defendants are either Florida corporations or deemed a resident foreign company that conducts its main business in Osceola and Orlando counties; and RCID, as a statutorily created special "district" local government, is subject to the jurisdiction of Florida courts, through which Disney corporately is also a local Florida governmental entity, subject to the jurisdiction of Florida courts.
12. Venue under Fl. Stat. § 47.011 is proper in this Court as the acts giving rise to Plaintiffs'

cause of action exist and/or occurred in Osceola County, Florida.

13. All conditions precedent to this action have occurred, have been performed, or have been waived.

Common Background Facts

Disney's Covid-19 vaccine mandate

14. When the national state of emergency over the Covid-19 pandemic was announced, Disney closed temporarily beginning March 15, 2020, and reopened less than four months later.
15. Upon reopening, Disney's safety protocols for Covid-19 included use of double face masks then acceptable by the CDC (cloth accepted) and social distancing by cast members and guests. For only certain cast, face shields or goggles might be required based on proximity to guests.
16. Cast who were feeling sick or who tested positive for Covid-19 were to isolate at home for five days or until the end of symptoms; wear facial covering at work for an additional five days and socially distance by 6 feet when removing facial covering; and report Covid-19 in the HR cast member portal (as well as to DPEP.Contact.Tracing@disney.com if they reported sick due to positive test). Those who were "unable to wear a face covering while working" were required to stay at home and not report to work for ten days following exposure or until after symptoms ceased. **Exhibit A**¹
17. On July 30, 2021 Disney announced to its entire U.S. cast a vaccinate or terminate Covid-19 vaccination policy. According to the policy, all subject cast members would have to

¹ These protocols remained in place, even after Covid-19 vaccination was publicly available in late 2020, and even after Disney's vaccinate or terminate mandate was issued in July 2021, and even simultaneously to Disney's current Augmented Protocols for cast unvaccinated for Covid-19. At no time did Disney require guests to disclose or verify their Covid-19 vaccination status.

“verify” full vaccination status by a company deadline of September 30, 2021. **Exhibit B**

18. Upon information and belief, Defendant DPEP is an entity that has significant design and implementation authority as well as enforcement oversight regarding Disney’s vaccine mandate in Florida, including but not limited to “restrictions” and “accommodations” requested against the Covid-19 shots, despite the mandate announcement coming from Mr. Paul Richardson, Sr. Executive Vice President and Chief HR Officer at Defendant The Walt Disney Company.
19. The Covid-19 vaccination was “a condition of [] continued employment by The Walt Disney Company” and specified that “fully vaccinated” meant two weeks from the final dose of any two-dose Covid-19 vaccination or the sole dose of the single-dose option. The Notice also specified that, until impact bargaining completed with union member employees, the mandate only applied as to non-union employees. Employees subject to collective bargaining agreements would be subject to terms as specified in their respective MOUs reached on the mandate.
20. Apparently, the dire nature of the urgency of obtaining the Covid-19 vaccination was subject to effective negotiation. Disney informed all cast in September 2021 that various unions involved in representation of cast members had reached agreements regarding extended deadlines, including but not limited to: STCU (Service Trades Council Union) and AEA (Actors Equity Association) extended the deadline from September 30 to October 22; AFM (American Federation of Musicians) Local 389 to October 31; CMC (Craft Maintenance Council) and BVCC (Buena Vista Construction Company) secured November 1 extended deadline; and SPFPA (Security, Police & Fire Professionals of America) Local 603 secured a November 7 deadline. Other unions were still in

negotiations.

21. From the initial announcement until November 18, 2021, cast members were bombarded with many email notices, as well as managerial texts and warnings, to “verify” their Covid-19 vaccination status as fully vaccinated in the online Cast Member Hub.
22. On November 19, Governor DeSantis signed into law Fl. Stat. §381.00317 and §112.0441, rendering unlawful any further “vaccinate or terminate” Covid-19 mandates by Florida employers.

Disney’s Discriminatory Augmented Health & Safety Protocols

23. That same day, Disney sent an apparently targeted email **Exhibit C**, to cast members who reside or work in Florida and had “not yet verified [] COVID-19 vaccination status with the company” nor “been granted an accommodation.” The email stated that Disney would “pause the enforcement” of the mandatory vaccine policy for “Florida-based Cast Members and employees” due both to the new Florida law passed and OSHA’s Emergency Temporary Standard (issued November 5, 2021) being stayed by the U.S. Court of Appeals for the Fifth Circuit on November 12, 2021. The email also pointed out that Disney determined 90% of its Florida staff had complied and were fully vaccinated at that time.
24. Disney still required Covid-19 unvaccinated employees to verify their unvaccinated status through TrustAssure process, and stated plainly that those who did not verify status would be considered unvaccinated. The notice also provided a link to “safety protocols” cast members who were not verified as “fully vaccinated” would be required to follow, “including face coverings and physical distancing,” with no additional details thereto.
25. The TrustAssure “verification” program implicates Fl. Stat. § 381.00316’s prohibition on

business or governmental entities requiring “any documentation certifying COVID-19 vaccination or post-infection recovery to gain access to, entry upon, or service” from the business or governmental entity.

26. Moreover, in the terms of the enforcement of the “Augmented Protocols,” the policy is a *de facto* Covid-19 vaccine mandate, in violation of Fl. Stat. § 381.00317 and § 112.0441. From a FAQ for leadership, it is clear the Augmented Protocols are not an exemption under the Florida law, are not voluntarily applied for, and refusal to comply despite other bases for exemption will result in discipline and termination:

Why are some Cast required to wear a N95 mask instead of a Disney-supplied face covering?

These safety protocols are in place for those who have not verified their vaccination status through TrustAssure. A N95 mask is required for higher contact roles with indoor extended interaction with another individual.

What happens if I don't follow the Augmented Safety Protocols?

Non-compliance with the Augmented Safety Protocols may result in disciplinary action, up to and including termination.

Do these Augmented Safety Protocols apply to Cast who verified their vaccination status through TrustAssure?

No.

27. Over time, and specifically in 2021 through 2022, after vaccination became available to the public, Disney modified its general Covid-19 safety protocols, depending on location and vaccination status – dropping masking outdoors, then dropping social distancing. On November 8, 2021, vaccinated cast would no longer be required to wear facial covering outside except “on-stage”, meaning around guests.
28. By mid-February, 2022, vaccinated cast were no longer required to wear any facial coverings in any location except on Disney transport. Ultimately by mid-April, even the restriction to wear facial coverings on Disney transport lifted for vaccinated cast.
29. On February 24, 2022, the Florida Department of Health issued new guidelines no longer

advising businesses to require facial coverings for any employees, on the grounds there is no proven significant clinical benefit against (Covid-19) infection for facial coverings among the general population.

30. Notwithstanding this state-issued health guideline, Disney continued its own policies until May 10, 2022, when it announced that vaccinated cast could follow local government mask policies. Unvaccinated employees like Plaintiffs were still required to abide by the Augmented Protocols, despite state health guidance.
31. Cast members like Plaintiffs quickly learned that Disney's policy in lieu of a now-unlawful "vaccinate or terminate" scheme was not *status quo* under general Covid-19 safety protocols, but a new discriminatory scheme that singled out visually and physically Plaintiffs who were unvaccinated for Covid-19. Disney also declared their new "Augmented Health & Safety Protocols" (hereinafter "Augmented Protocols") as "accommodations" for some approved exemptions as of the fall of 2021.
32. The Augmented Protocols now suddenly enforced on Plaintiffs consisted of harsh isolation and restrictions, causing serious breathing problems for Plaintiffs and making it nearly impossible to find a compliant manner and location in which to eat or drink while on shift. The Augmented Protocols effectively added to and made permanent on a daily basis, indefinitely, the Disney Covid policy for Covid-19 positive cast, cast who were symptomatically sick, and cast who were known to have been exposed to Covid-19.

Exhibit A.

COVID-19 Augmented Health & Safety Protocols

Employees and Cast Members who are required to follow the COVID-19 Augmented Health and Safety Protocols must adhere to the following:

- Whether indoors or outdoors, a Disney-supplied face covering must be worn at all times. In addition, when indoors and within three (3) feet of others, a face shield or safety glasses must also be worn.
- You may only remove your face covering if:
 - You are alone in an office with the door shut.
 - You are performing tasks in the approved Green Zone.
 - You are actively performing onstage in a COVID-blocked entertainment offering and maintaining six (6) feet of distance from others.
 - You are six (6) feet of distancing from others and actively eating or drinking.
- If eating or drinking in the workplace, you must remain no less than six (6) feet from others in order to remove your face covering.
- Instead of a Disney-supplied face covering, employees and Cast Members in select high-contact roles may be required to wear a Disney-supplied N-95 mask instead and at all times, both indoors and outdoors. **In addition, when indoors and within three (3) feet of others, a face shield or safety glasses must also be worn.**

Please note: Your leader and/or Human Resources (HR) will inform you if you are required to follow the Augmented Health & Safety Protocols. This guidance applies only to those employees and Cast Members who have been notified by their leadership and/or who have received an approved accommodations through the Employee Relations process.

33. None of the written versions of the Augmented Protocols that Plaintiffs have seen specifies any definition of cast members subject to the Augmented Protocols. None show a date of enforcement nor a date by which these harsh restrictions will be lifted, nor if any conditions precedent may trigger the termination of these Protocols.
34. The Augmented Protocols changed from time to time, and by May 2, 2022, the extreme facial coverings were enforceable indoors as to “select roles” which “may be designated as high contact”; but guests and unvaccinated staff could elect not to use any facial covering. Additionally, all unvaccinated life guards, both indoors and outdoors “must use a ViroMax viral and bacterial filter while actively performing CPR.”
35. The federal Occupational Health and Safety Administration (“OHSa”) provides guidance and regulation, as well as compliance enforcement regarding workplace safety. Disney’s

requirement that certain (Covid-19 unvaccinated) employees wear N-95 PPE, indicates Disney's reliance on particular OSHA standards for handling hazardous substances in the workplace. Disney's accommodations, named "permanent restrictions", for those unvaccinated for religious reasons required cast members to enter the "OSHA respiratory program" at Disney.

36. Whether an (Covid-19) unvaccinated cast member is required to enter the respiratory program or not is ostensibly based on whether the cast member him or herself was in a "high contact role," not whether there were environmental hazards or toxins from which to protect cast members in the workplace. **Exhibit D**
37. However, the OSHA rules regarding hazardous substance precautions are not those applicable to OSHA guidance regarding Covid-19 precautions. For example, workplaces deemed to have possible toxic materials and contaminated air include shipyards, marine terminals, and construction.² Disney "restrictions" requiring adherence to a respiratory program were required in public-facing hospitality and service roles in theme parks, resorts and other non-industrial, non-medical services workplaces.
38. Indeed, Disney's requirement that Covid-19 unvaccinated, "unverified" cast with religious exemption requests like Plaintiffs wear respirators under the Augmented Protocols contravenes OSHA standards for workplace safety in the presence of hazardous substances. Proper training must be given when wearing respirators like N95 masks, and OSHA, as well as respirator manufacturers, recognize the likelihood of "hazards associated with the use of

² See, eg: <https://www.osha.gov/coronavirus/safework#ftn1>, last accessed December 21, 2022, *cf* Standard No. 1910.134, *Personal Protective Equipment; Respiratory protection*, at <https://www.osha.gov/laws-regs/regulations/standardnumber/1910/1910.134>, last accessed December 21, 2022.

the respirator,” such that extended use of the facial covering without respite is against proper guidance.³

39. Manufacturer guidance regarding respirators like N95 masks also clearly warn that the respirators may be used in the event of “exposures to certain airborne biological particles (e.g. viruses, mold, *Bacillus anthracis*, *Mycobacterium tuberculosis*, etc.) but cannot eliminate the risk of contracting infection, illness, or disease.” The instructions further specify “limitations” of use of PPE, including that the “respirator is designed for occupational/professional use by adults who are properly trained in their use and limitations. Individuals with a compromised respiratory system...should consult a physician and complete a medical evaluation prior to use.” Respirators also have a “shelf life” or expiration date in their packaging and must be stored in proper temperature and humidity conditions. **Exhibit E.**
40. By early August, the Centers for Disease Control (“CDC”) issued its advisory that there was no health or safety basis upon which to engage in different policies or treatment toward the Covid-19 vaccinated and unvaccinated.
41. On August 16, 2022, Disney finally dropped enforcement of its harsh and discriminatory Augmented Protocols. **Exhibit F** This announcement came within days of OSHA’s Guidance Update reflecting CDC changed guidance against disparate treatment of Covid-19 vaccinated and unvaccinated. However, the announcement made no admission of the unlawful nature of the humiliating and discriminatory Augmented Protocols. Rather, the notice indicated Disney was free to engage in open discrimination in the future in the same

³ *Id.* and see **Exhibit E**, 3M Manufacturer specifications, user instructions, and warning regarding Aura™ Particulate Respirator N95.

fashion: “These protocols are subject to change at any time. Employees represented by a union/Return-to-Work Agreement, please consult your leader to understand what protocols apply to you.”

Reedy Creek Improvement District

42. Defendant The Walt Disney Company acquired the land that became Reedy Creek Improvement District in the 1960s. By 1966, the landowners – all Disney subsidiary business entities – petitioned the Circuit Court of the Ninth Judicial Circuit for creation of the “Reedy Creek Drainage District under Fl. Stat. § 298, *et seq.*, which was then incorporated as a public corporation on May 13, 1966.
43. In accordance with Mr. Walt Disney’s vision for the property, Disney then petitioned the Florida State Legislature for the creation of the “Reedy Creek Improvement District,” which was a virtually autonomous local Florida government as a *special district*, created by the Reedy Creek Improvement Act, signed into law on May 12, 1967.⁴
44. RCID is an entire district, or local government, that carries out all the basic functions of a local government. Prior to the creation of RCID, these services for this region were originally and solely performed by the governments of Orange and Osceola Counties. These services include:
 - Law enforcement - Disney contracts with Orange and Osceola County local law enforcement agencies
 - Fire Department
 - Environmental Protection - through the donation of land to the state for conservation easements
 - Creation and Enforcement of its own building codes

⁴ Chapter 67-764 created the Reedy Creek Improvement District, see <https://www.rcid.org/wp-content/uploads/2015/10/RCID-Charter.pdf> last accessed on December 21, 2022; Chapter 67-1104 established the City of Bay Lake; and Chapter 67-1965 established the City of Reedy Creek (later renamed as the City of Lake Buena Vista around 1970.)

- Utilities - wastewater treatment and collection, water reclamation, electric generation and distribution, solid waste disposal, potable water, natural gas distribution, and hot and chilled water distribution are managed through Reedy Creek Energy Services, which has been merged with the Walt Disney World Company
 - Roads - Many of the main roads in the District are public roads maintained by the District, while minor roads and roads dead-ending at attractions are private roads maintained by Disney; in addition, state-maintained Interstate 4 and U.S. Highway 192 pass through the District, as does part of the right-of-way of County Road 535 (formerly State Road 535).
 - Transportation - Disney provides transportation for guests and employees in the form of buses, ferries, and monorails, under the name Disney Transport. In addition, several Lynx public bus routes enter the District, with half-hour service between the Transportation and Ticket Center (and backstage areas at the Magic Kingdom) and Downtown Orlando and Kissimmee, and once-a-day service to more points, intended mainly for cleaning staff. Half-hourly service is provided, via Lynx, to Orlando International Airport
45. Disney exercises complete control of RCID and enjoys a self-beneficial arrangement whereby it pays local taxes to the RCID, which in turn, reinvests that tax revenue into Disney enterprises and businesses. The United States District Court for Middle District of Florida has found that “[t]he evidence does not support the contention that Disney and Reedy Creek are completely separate entities that do not exert control over each other, rather than “common employers,” “joint employers,” or parts of an agent/principal relationship.” *See Lang et. al v. Reedy Creek Improvement District*, 888 F. Supp. 1143 (M.D. Fla. 1995). Thus, under Florida Law, Defendant The Walt Disney Company, and collectively, Disney subsidiaries operating within Florida, constitute a local government entity, subject to Florida constitutional and statutory requirements of public employers.
46. The municipalities Bay Lake and Lake Buena Vista which are located within RCID function as company towns within the Disney company *district* under Florida law. RCID property is open for use by the general public, serving an average of 250,000 people in the Walt Disney World parks and resorts on a daily basis with over 75,000 employees in Florida alone.

FACTS RELEVANT TO PLAINTIFF BARBARA ANDREAS' CLAIMS

47. Plaintiff Barbara Andreas was hired by Disney in June 2001, and for seventeen years of her career, she has been in leadership positions. At the time she was terminated by Disney, she was a Guest Experience Manager working out of the ESPN Wide World of Sports location in Osceola County. Her duties included overseeing guest operations throughout the complex, from parking lot to main entrance, box office, and all buildings and fields used in events. She oversaw hundreds of cast members daily and interacted with thousands of guests attending events. Ms. Andreas engaged in in-person meetings for her position, including planning strategy meetings for upcoming events.
48. For the last two decades Ms. Andreas has worked for Disney, she has been an exemplary cast member. She had no record in her entire employment of disciplinary action, reprimand, or “points” for violation of policy or code of conduct. She received recognition informally from guests who applauded her service, as well as official special recognition from Disney’s leaders, in merit-based bonuses and salary increases, and selection for special projects including the opening team for Shanghai Disneyland. Her annual evaluations consistently yielded positive feedback. She was tasked by Disney to mentor younger cast members and was hand-selected to join that team based on her leadership skills.
49. Although Disney cast members were returned to work by company policy in July of 2020, Ms. Andreas was on furlough until June 2021, at which time, facial covering requirements for all cast members were relaxed.
50. Upon the announcement of Disney’s vaccinate or terminate mandate and Disney’s reversal on Covid-19 safety protocols for all cast, on August 20, 2021, Ms. Andreas filed her religious exemption request by email to Disney HR, copying her leader Kelly Day. **Exhibit G.**

51. Ms. Andreas asserted that both Disney's vaccination requirement and the facial covering requirements were contrary to her religious beliefs and she provided Disney's requested exemption form, a Religious Affirmation signed and notarized, and a supporting letter from her pastor, Rev. Dr. John A. Vacchiano, Jr. of The Church at the Cross.
52. She asserted: "Religious creed includes my dress and my grooming practices, including what I put on my head or face. Wearing a face covering is an affront of my Christian beliefs. Further, participating in a medical experiment, such as covid testing or vaccines, is also a violation of my religious beliefs." **Exhibit H** Her attached Affirmation also provides scriptural basis that the vaccination mandate and facial covering requirements are against her religious beliefs, including: use of aborted fetal cells in the manufacture or testing of the Covid-19 vaccines Proverbs 6:16-18, Psalm 22:10; the Covid-19 vaccines are an unlawful contamination of her blood Leviticus 17:11; she is obligated to care for her body as the "temple of the Holy Spirit" 1 Corinthians 6:19-20, Jeremiah 30:17; and covering the face covers the image of God in her Genesis 2:7, 1 Corinthians 11:7, Genesis 1:26-27 (including other references). **Exhibit G**
53. On August 30, 2021, HR Manager, Porcia Wade, called Ms. Andreas to discuss her religious views and accommodation request. During this approximately thirty-minute phone call, the "discussion" became more of a cross examination.
54. On September 17, 2021, Ms. Andreas participated in a Zoom meeting at the request of her general manager, Mark Dukes. During the meeting, Mr. Dukes called attention to the fact that Ms. Andreas had not submitted an attestation of vaccination status through TrustAssure. Ms. Andreas responded that she was awaiting a response from HR to her accommodation request. After the call, Ms. Andreas contacted her immediate supervisor, Ms. Day, who

- confirmed that she herself had already informed Mr. Dukes of Ms. Andreas' pending request.
55. On September 29, 2021, Ms. Andreas received an email that her request was still under review. On October 13, 2021, Ms. Andreas again met with Ms. Day to discuss her growing feelings of anxiety, peer pressure, discrimination, and the shame of being coerced and threatened to compromise her religious convictions out of fear of losing her job. Ms. Andreas told Ms. Day that she intended to send a letter to HR requesting expedited processing of her request, pursuant to Disney's "Speak Up" policy, and Ms. Day requested to share the letter with VP Faron Kelley and SVP Rosalyn Durant. **Exhibit I.**
56. Disney took no remedial action after Ms. Andreas' repeated notices. On October 29, 2021, Ms. Andreas received the same email from HR stating that her request was still in review.
57. On December 18, 2021, Ms. Andreas again discussed her concerns with Ms. Day, and on December 22, 2021, Ms. Wade called Ms. Andreas to further discuss her request for accommodation. During the approximately forty-minute conversation, Ms. Wade asked extremely intrusive and inappropriate questions of Ms. Andreas, about her lifestyle, grooming habits, and the beliefs of her pastor and others of the same faith. Ms. Andreas objected to Ms. Wade's line of questioning and expressed her objection to Disney's long delay in responding to her religious accommodation request. Ms. Wade stated that Ms. Andreas' situation was unique since it was "more of a safety thing."
58. About a week later, Disney categorically denied Ms. Andreas' accommodation request. On December 29, 2021, Ms. Andreas received an email from the DPEP Restrictions and Accommodations Team denying her request for religious exemption:

After careful review of the information you provided, we are unable to conclude that you are prevented from wearing a face cover due to a sincerely held religious belief, practice or observance. In addition, based on the essential job functions of your role, we are not able to allow an exemption from the face cover requirements, which have

been implemented as a health and safety protocol to promote a safe environment for cast members and guests. As a result, we must deny your request, and if you are unable to follow this health and safety protocol, your employment will be subject to separation. **Exhibit J**

59. Immediately thereafter, Ms. Andreas sent a follow-up email to Ms. Wade inquiring as to how she arrived at the conclusion that her deeply held beliefs are unworthy of any accommodation.
60. On February 14, 2022, having received no response from Disney, Ms. Andreas retained counsel, who sent a letter to Ms. Wade on Ms. Andreas's behalf, with copy to Ms. Day and Mr. Kelley, concerning Disney's flagrant violations of Florida and Federal law in the mishandling of Ms. Andreas's request for accommodation on religious grounds, and the disparate treatment of employees who refused vaccination in compliance with their religious beliefs. Counsel warned Disney that any resultant punitive or retaliatory actions taken against Ms. Andreas for her refusal to comply based on her religious belief would be in violation of state and federal law. **Exhibit K.**
61. On February 18, 2022, seven hours into her work shift without wearing a mask, Ms. Andreas was approached by Ms. Day who instructed her to put a mask on or to go home. Ms. Andreas stood firm to her convictions and was sent home.
62. On March 1, 2022, Disney's in-house lawyer, Ms. Jennifer Suzuki, responded to Ms. Andreas' counsel's notice with a categorical denial of any wrongdoing and asserted Disney would enforce its harsh Augmented Protocols against Ms. Andreas. On March 2, 2022, counsel responded to Ms. Suzuki reiterating Ms. Andreas' position and advising that she intended to resume her position for her next scheduled shift without complying with Disney's oppressive Augmented Protocols.
63. The next day, March 3, 2022, Ms. Andreas received multiple calls from Ms. Wade while

attending Bible study with her young children on a scheduled day off. She called back and Ms. Wade asked her if she sought to add anything concerning her religious beliefs. Ms. Andreas reminded Ms. Wade that she is not obligated to persuade Disney to agree with her religious belief under EEO laws.

64. On March 4, 2022, Ms. Andreas reported at 9am for her shift. Upon entering the office, a coworker said he was “surprised” to see her because Ms. Day announced to the leadership team that Ms. Andreas would not be at work that day. Ms. Andreas was told she would have to go home if she would not wear a mask. Ms. Andreas then received email correspondence calling her protected actions insubordinate and non-compliant.
65. An hour later, Ms. Andreas was approached by proprietor Jamie Entwistle and a security host in plain clothes. After following the two gentlemen into an obscure box office, where she was given notice that Disney had terminated her employment. Mr. Entwistle refused Ms. Andreas’s request to involve her counsel in the conversation. Ms. Andreas was escorted down to her shared office where she was told to collect her things while security and Mr. Entwistle stood watching her. They escorted her from the building to her car and collected her company ID, parking pass and work phone.
66. Since her termination, Ms. Andreas has filed claims of discrimination and retaliation with the Florida Commission on Human Relations and concurrently with the federal Equal Employment Opportunity Commission, as well as filing a complaint with the Florida Private Employer Vaccine Mandate Program (“PEVMP”) for violation of Florida’s prohibition on Covid-19 vaccinate or terminate mandates. She received her Right to Sue Notice from the EEOC on September 26, 2022.

FACTS RELEVANT TO PLAINTIFF STEPHEN CRIBB'S CLAIMS

67. Mr. Cribb has been employed at Disney for eleven years, and most currently performed duties as a Guest Experience Manager. In less than two years at Disney, Mr. Cribb was promoted to management and was the winner of the Walt Disney Legacy Awards, the highest honor awarded to cast. He was also especially selected for media events and Disney Cruise Line Experiences to the Polynesian Resort. The Disney Cruise Line even recruited him to work for a year contract on the Disney Fantasy.
68. When Disney returned cast members to work in the summer of 2020, Mr. Cribb returned and complied with the uniformly-applied and enforced Covid-19 safety protocols at that time.
69. However, within a year, Disney imposed the vaccinate or terminate Covid-19 mandate, and Mr. Cribb promptly submitted his religious exemption request on August 20, 2021. **Exhibit L**
70. In his exemption request, he provided the basis for his religious objection to Disney's mandate: "As a devout and practicing Christian, I have strong religious convictions against abortion...the Jansen vaccine as well [as] the Moderna and Pfizer vaccine have all used cells from a terminated fetus, either in testing or developmental stages of the vaccine." Mr. Cribb also stated he researched skincare and other products carefully to avoid violating his conviction regarding abortion. He also stated that his beliefs required him to be "extremely cautious about putting anything into my body – I have never consumed tobacco or illicit drugs, and I have abstained from sexual intercourse for my entire life (awaiting marriage)." He provided Bible references to support his position, including Psalm 139:13 and 1 Corinthians 6:19-20. **Exhibit L**
71. On October 29, 2021, Mr. Cribb received an auto-generated email from Disney's HR

department stating that his accommodation request was being processed. Aside from this auto-email, Mr. Cribb received no follow-up or substantive response from Disney concerning his statement.

72. Between August 2021 and March 2022, Mr. Cribb also engaged his direct supervisor, Mr. Reggie Blanco, as well as general manager, Mr. Jeff Korte, on multiple occasions, similarly expressing objection to the Covid-19 vaccine mandate. In or about the first week of September 2021, Mr. Korte summoned Mr. Cribb to his office for a follow-up meeting which was only an effort to persuade Mr. Cribb to abandon his convictions and reconsider his position on the vaccine, in light of the FDA's approval of the Pfizer-BioNTech vaccine, "Comirnaty." Mr. Cribb explained the FDA approval did not change the nature of his religious concerns. Nevertheless, Mr. Korte continued pressing Mr. Cribb to debate the merits and sincerity of his religious beliefs.
73. September 15, 2021, Mr. Cribb attended a virtual Q and A session with the VP of Disney Resorts, Allison Armor, at which leaders were given the opportunity to submit questions and concerns regarding the vaccine/mandate. During the session, Mr. Cribb expressed concern that Disney's increasingly aggressive messaging surrounding "vaccination" was creating a hostile work environment in which he, and like-minded colleagues, felt bullied because of their religious beliefs and practices. He pointed out that Disney had failed to provide any guidance as to the process for an employee to request exemption or accommodation. Indeed, most employees with whom Mr. Cribb communicated had no idea that exemption was even an option.
74. No one at Disney informed Mr. Cribb that he was subject to Disney's Augmented Protocols as a Covid-19 unvaccinated cast member, and these were, at best, erratically enforced by

managers and leadership. Then, February 10, 2022, Mr. Blanco suddenly texted Mr. Cribb that he was required to be wearing an N95 mask on shift. Mr. Cribb responded that he would not be comfortable with that protocol and had no documentation from HR regarding any accommodations. Mr. Blanco suggested that, due to Florida law change in November 2021, Mr. Cribb should hear from HR as the mandate was “on hold”. Mr. Blanco asked Mr. Cribb to come to his office to discuss and pick up a spare N-95. At no time did Mr. Cribb receive the required N95 mask fitting or training in proper use.

75. The severity of the Augmented Protocols and their enforcement compared to normal treatment of all other cast and guests was highlighted by a leadership Zoom conference Mr. Cribb attended in preparation for a Mardi Gras event at Disney’s Port Orleans Resort. The resort’s General Manager, John Berko, addressed potential health and safety concerns among the staff in light of Disney’s recently announced policy change. Mr. Berko stated that he had abandoned plans to implement additional "safety protocols" for the event because Disney’s safety team had assured him that they had no COVID-19 related concerns about the outdoor event and that “safety protocols” were no longer necessary. Regardless, Mr. Berko went on to announce that unvaccinated employees would still be required to wear masks and relegated to separate tables and segregated from everyone else. Mr. Cribb was overwhelmed by the humiliation of Disney’s overt discrimination.
76. From March 6, 2022 forward, Mr. Cribb declined to comply with the Augmented Protocols. Then, a week later, Mr. Blanco again confronted Mr. Cribb by text message, reminding him that he was subject to the Augmented Protocols. Mr. Cribb replied by text that because no Covid-19 vaccinated cast members were required to be singled out in this way, he would not comply with such discriminatory policies. He asserted that both Florida and federal law

protect Mr. Cribb's expression of his rights in his employment, and asserted that the Augmented Protocols amounted to an unlawful *de facto* Covid-19 vaccination mandate.

77. Finally, on March 16, Mr. Cribb was given an ultimatum that he comply with the unlawful Augmented Protocols or go home. Mr. Cribb asserted that he would not voluntarily abandon his shift; however, if Disney was prepared to take official action against him for his religious beliefs and practices, then he would peacefully comply. He was suspended that afternoon and his company ID badge and office keys were confiscated.
78. Two days later, Disney's HR through Portia Wade followed up with inquiry regarding Mr. Cribb's suspension. Mr. Cribb requested that he not continue discussing the matter without his retained counsel present. Disney did not respond and would not allow Mr. Cribb's counsel to be present in discussions.
79. On March 23, 2022, then, counsel requested that Disney direct correspondence directly to him, and Disney flatly refused. Counsel warned Disney in writing yet again that its conduct was unlawful toward Mr. Cribb and for nearly eight months since Mr. Cribb had requested Disney address his religious exemption and concerns regarding Disney's policies, Disney had failed to communicate with Mr. Cribb.
80. With impunity, Disney ignored counsel's demand to channel communications through him and repeatedly contacted Mr. Cribb on his personal cell phone. Then, Ms. Wade sent an email to Mr. Cribb and did not copy counsel. Counsel on March 30, 2022, responded to Ms. Wade and Disney's Deputy General Counsel Jennifer Suzuki, "I have made it abundantly clear to you and to Ms. Suzuki that I am representing Mr. Cribb concerning Disney's discriminatory policies and the adverse employment action that it took against Mr. Cribb for asserting his lawfully protected religious beliefs/acts. I have initiated claims with

the EEOC, the Florida Commission on Human Relations, and the Florida Attorney General on Mr. Cribb's behalf; therefore, he will not be speaking directly with you or anyone from Disney unless I am present." **Exhibit M.**

81. Disney terminated Mr. Cribb's employment April 25, 2022.
82. Mr. Cribb's claims were processed by the Florida Commission on Human Relations ("FCHR") and concurrently submitted to the EEOC, and the investigation was concluded beyond the 180 days after he filed his charge of discrimination.

FACTS RELEVANT TO PLAINTIFF ADAM PAJER'S CLAIMS

83. Plaintiff Adam Pajer was been a cast member at Disney for seven years since May 2015, most recently as a Banquet Server or as-needed Banquet Captain with the Orlando Disney resorts and theme parks. In his position, Mr. Pajer served and cleared tables for guests, set tables with linens, polished glass and silverware, set buffets, bars, and bartended, as needed. He had leadership obligations in preparing for events, including helping to set up supplies according to a Banquet Event Order, if he was first to the property to begin set up.
84. When Disney returned cast members to work, Mr. Pajer returned to his shifts, but then Disney began its vaccinate or terminate mandate a year later. On October 15, 2021, Mr. Pajer filed his religious exemption request with Disney. This exemption has never been processed to conclusion.
85. He declared his Christian beliefs that dictated his refusal of the Covid-19 vaccine, despite Disney's mandate, and provided supporting Bible references: John 8:32, John 14:6, John 11:25, 1 Corinthians 3:16-17, and Ecclesiastes 7:17. He stated that he must care for his body as "God's temple" and that the "truth is through God the Father and his Son Jesus", such that he is obligated to pursue the truth about what he puts into his body and avoid self-harm or

the risk of self-harm. “Our bodies were not made by God to put a known poison into it,” he concluded. **Exhibit N.**

86. Since Fall 2021, after prior threats of termination under the vaccination mandate, Mr. Pajer’s managers have treated him as if he were leprous. Mr. Pajer was never given an option by Disney to receive any alternative or accommodation in lieu of the Augmented Protocol requirements, more restrictive than facial covering and Covid-19 safety protocol during the height of the Covid-19 pandemic in 2020.

87. On February 5, 2022, Mr. Pajer sent around a notice in a group chat to other part time cast members pertaining to the discriminatory Augmented Protocols. He asserted:

Managers are starting to discriminate against people who didn’t take the experimental propaganda procedures. They tried on me but could not even show where it says that I had to wear a mask backstage when others do not. I told them it was discriminatory and I will at this time not be complying and asked for them to call HR....Also many managers seem to be doing this unaware [sic]. Please remind them that we have equal protection under the law and we must all be protected equally.

88. In the end of February when all restrictions for all guests and “verified” vaccinated cast members were lifted, one of Mr. Pajer’s managers, Lauren M. Lahr, confronted him and demanded he wear a mask at all times inside and outside on Company property. From then on, Mr. Pajer received mixed information regarding masking from his supervisors. During one shift, three catering managers did not enforce any Augmented Protocols against Mr. Pajer while he was on shift.

89. However, on Mr. Pajer’s last shift in February 2022, Shelly Dunkley required Mr. Pajer to wear facial covering. He refused and informed her he had submitted his religious exemption to the Company, and he had yet to hear back from them. Mr. Pajer informed Ms. Dunkley she was discriminating against him. Ms. Dunkley had another manager get

involved, Russell P. Bennage, who told Mr. Pajer he must wear a mask at all times, only to take it off when actively eating or drinking. These two managers made clear to Mr. Pajer it did not matter that he submitted a religious exemption request.

90. Mr. Pajer continued to provide written and verbal notice to Disney regarding its ongoing, habitual, and blatant violation of his civil rights. On May 5, 2022, Mr. Pajer reached out to Peyton Keaton by email, detailing the ongoing discrimination against him. He also reiterated Disney HR's failure to respond to him or indicate anything regarding his prior exemption applications. Mr. Pajer clearly indicated to Mr. Keaton that the unequal treatment of cast members, with some being subject to harsh, unreasonable, and punitive Augmented Protocols, while others were able to work mask-free and not visibly singled out for any reason, was a violation of law. Mr. Pajer also informed Disney he had filed a report with the Florida State Attorney General.
91. On May 12, 2022, Mr. Pajer was working a regular shift at the Disney Yacht and Beach Resort. He printed written statements to hand out to managers who had been enforcing the unlawful Augmented Protocols. While he was walking toward his work location and attempting to hand this document to his manager Sharon Edwards-David, she raised her voice and yelled at him to not talk to her. He offered his written statement to her and verbally told her she was violating law with her conduct, then continued working.

Discrimination in the workplace:

I Adam Pajer am being discriminated against by you _____ . Alongside with the Walt Disney Company at WDW Orlando. You are hereby notified that you are breaking the law: attacking mine and other civil liberties, our God given rights endowed inside the United States Constitution and Discriminating against us by means of harassment, ~~intimidation~~, Intimidation (Ap) segregation, and bullying.

This needs to stop immediately and action to resolve your actions must be accounted for.

92. Ms. Edwards-David then gathered two other managers, Quentin Schofield, and Wes Mohler and called Mr. Pajer into an office where they repeatedly belittled, harassed, and verbally attacked him while he attempted to explain how their conduct discriminated against him and violated law.
93. Mr. Pajer attempted to give one of his papers to them. Instead of accepting it and then disposing of it, Mr. Schofield grabbed a lighter and attempted to burn it while Mr. Pajer still held the paper in his hand.
94. In retaliation for Mr. Pajer's efforts to assert his rights and inform Disney management of its unlawful conduct against him, the managers demanded he leave the premises, cut his shift, and lose the rest of his shift pay. Mr. Schofield yelled at Mr. Pajer and claimed Mr. Pajer was bringing Disney's discriminatory actions on himself. He laughed at Mr. Pajer and all three ridiculed him. Mr. Mohler walked Mr. Pajer to the timeclock and required him to punch out and leave.
95. On May 14, 2022, Disney suspended Mr. Pajer. This suspension was implemented directly after and as a result of Mr. Pajer's complaints regarding the illegal discrimination against him by Disney - and after he filed a complaint with the Florida Attorney General's office

regarding Disney's conduct.

96. Additionally, Mr. Pajer requested that Disney speak only to his attorney after the May 12 incident with the three managers. Disney flatly denied this reasonable request according to Mr. Pajer's union representative. In fact, Disney pressed Mr. Pajer, without the assistance of his counsel, to submit his written statement regarding the event and to speak to Disney representatives without the presence of counsel. Mr. Pajer's counsel also reached out to Disney directly on June 4, 2022, to which Mr. Keaton replied only to Mr. Pajer:

I am writing to acknowledge receipt of Rachel's email. The Company does not include non-employees in our workplace investigations. Employee Relations would still like the opportunity to hear from you about your allegations of discrimination. Additionally, Leadership has follow up questions about your workplace conduct on May 12, 2022. Leadership will be calling you to schedule this meeting.

97. Additionally, from May 14 to June 28, 2022, Disney continued to schedule Mr. Pajer for shifts, despite having taken from him his company ID card to enter Disney property to report for work. Counsel inquired on June 3 of Mr. Campbell at Disney as to Mr. Pajer's status and requirement to report for his next shift scheduled on June 5. Disney never responded to counsel, and only manager Richie Acosta provided acknowledgement to Mr. Pajer that he was under suspension and would not need to report.
98. On June 21, 2022, Mr. Pajer met with two of his banquet managers, Jim Campbell, and Donnie Gill and shop steward Glenn Guider. Mr. Campbell provided a blank piece of paper to Mr. Pajer and advised that he could write down new accusations Disney had made against him. These included:
- The manager said I was in her personal space.
 - That I robotically ranted about Disney taking away my rights.
 - That the leader was fearful of me.
 - That I was overly aggressive [in] trying to give her a piece of paper.

- That I refused to go back to work.
- That somehow, I mentioned about ‘calling my people.’

99. Mr. Pajer was shocked by these statements. Mr. Campbell advised Mr. Pajer to write down his side of the story for the company to investigate. He rejected all the absurd and incoherent charges and requested that Disney contact counsel.

100. On June 28, Disney terminated Mr. Pajer’s employment without further investigation. Mr. Pajer has filed claims of discrimination and retaliation with the FCHR and concurrently with the EEOC. He also filed a complaint against Disney to the PEVMP. Mr. Pajer received his Right to Sue Notice on December 23, 2022.

FACTS RELEVANT TO PLAINTIFF STEVE GIBBONS

101. Plaintiff Steve Gibbons began working with Disney in summer of 2017, and until his unlawful termination, was working in the “essential” position of Computer Systems Technician under Defendant Walt Disney Parks & Resorts, U.S., Inc. Plaintiff Gibbons never received a single written corrective action during his entire tenure at Disney, including Sunday December 19, 2021, the day he was told to go home and asked to surrender his badge for not complying with the Safety Protocol.

102. When Disney cast members returned to work, Mr. Gibbons also returned to in-person employment status under Disney’s Covid-19 protocols, applicable to all cast.

103. However, when Disney imposed its vaccinate-or-terminate mandate in the summer of 2021, Mr. Gibbons’ union negotiated a deadline for compliance of November 1, 2021. Mr. Gibbons filed his religious exemption request on or before October 29, 2021, and received confirmation of receipt and processing from “TWDC Global HR Operations Services.” **Exhibit O.**

104. Mr. Gibbons' strongly held belief is that vaccination is an unnatural process, contrary to the God-given immune system of his body, and that God's Word prohibits such unnatural processes against his body. His notice of request for exemption, supported by his church, and signed by his pastor Carl Stephens, asserted that vaccination is a personal matter which is to be subjected to prayer and Divine guidance. The exemption also reminded that federal civil rights law granted Mr. Gibbons the right "to receive religious exemption to immunizations" due to "genuine and sincere religious beliefs." **Exhibit O**

105. When Fl. Stat. §381.00317 and §112.0441 went into effect on November 19, 2021, Mr. Gibbons also filed his exemption with Disney under the new Florida law, citing Covid-19 immunity from prior infection. **Exhibit O**

106. When Disney could no longer assert direct pressure on Mr. Gibbons for Covid-19 vaccination due to Florida law, Disney continued its coercion through enforcing the discriminatory and harsh Augmented Protocols against Mr. Gibbons. On December 14, 2021, Mr. Kevin Cuillo asked Mr. Gibbons to come to his office and immediately demanded Mr. Gibbons' vaccinated status. Mr. Gibbons responded it was not lawfully proper to ask the question, and he would not respond. Mr. Cuillo responded that Mr. Gibbons' "status" in the TrustAssure program was "unverified" and thus he would be considered unvaccinated and required to submit to daily PPE use. Mr. Cuillo threatened Mr. Gibbons with discipline, up to and including termination for failure to wear the required facial covering (Augmented Protocols).

107. Mr. Gibbons expressly rejected this threat, and Mr. Cuillo contacted Mr. Gibbons' union who sent a representative immediately. The union representative did not defend Mr. Gibbons against the discriminatory Augmented Protocols, but instead advised him to

comply with wearing PPE.

108. Mr. Gibbons is OSHA-certified in Hazard Recognition Training in the Construction Industry. He knew that the Augmented Protocols imposed by Disney under coercion of discipline or termination were contrary to OSHA regulations, guidelines and processes; Disney was forcing cast members to wear N95 respirators without ensuring proper training in their use and without enforcing safety precautions against long-term use of respirators.

109. Moreover, the context in which Disney was demanding an OSHA Respiratory Program including use of respirator N95 facial coverings had nothing to do with hazardous environments, toxic substances, or industrial labor and construction settings. Mr. Gibbons works in IT with Disney, and yet was subjected to protocols OSHA reserves for industrial labor settings.

110. That day, December 14, 2021, Mr. Gibbons complied with wearing the N95 respirator, but in very short time, he had trouble breathing and struggled to perform his job due to respiratory distress from the PPE. As a result of Mr. Gibbons' distress, another manager reached out to his union to question the need for Mr. Gibbons to be subject to the Augmented Protocols.

111. However, the next day, December 15, 2021, the same manager abruptly changed course, refused to listen to Mr. Gibbons' concerns regarding the Augmented Protocols, and demanded that Mr. Gibbons comply with PPE wearing, despite knowing first-hand that it harmed Mr. Gibbons. Mr. Gibbons was threatened with suspension, and then termination.

112. Mr. Gibbons contacted another Disney manager, Bonnie Hall, and asserted that the Florida

law required that any policy regarding Covid-19 vaccination had to be in writing, and Disney was violating the law because the Augmented Protocols to which he was subjected, were not provided to him in writing at any time. Mr. Gibbons also reiterated that he had two exemption requests submitted and pending.

113. The following day on December 16, 2021, Mr. Gibbons was again informed by yet another manager that notwithstanding obvious performance detriment from being forced to wear PPE, Mr. Gibbons would be fired if he did not comply and wear the respirator. Mr. Gibbons wore the N95 that day, but only as to manufacturer specifications, rather than continuously, as required by Disney.

114. On December 17, 2021, Mr. Gibbons again contacted Disney's Human Resources team, who assured him that he was in compliance with his exemptions pending – contrary to the threatening messages of his managers in his office that he was soon to be terminated.

115. Additionally, on December 17, 2021, Mr. Gibbons reported Disney's non-compliance with law to OSHA through the Department of Labor's online reporting system. He described Disney's violations of OSHA regulation and guidance with regard to forced use of PPE out of context and without proper training or safeguards against respiratory injury.

116. On December 19, 2022, Mr. Gibbons was commanded to leave work and turn in his Disney badge for failure to comply with the Augmented Protocols. He was cited for "insubordination" and "defacing" or altering a "required costume." He contacted Disney HR who provided very conflicting instructions regarding whether he should return to work the following day.

117. Despite inquiry, Mr. Gibbons never received any follow up or determination from Disney regarding either exemption he filed. Instead, on December 23, 2021, just before

Christmas and on a day Mr. Gibbons called out of work sick, due to exposure to Covid-19 (in accordance with Disney's Covid-19 policies), Disney unlawfully terminated his employment while he was on sick leave for the day. Disney provided no documentation prior to this termination, and did not acknowledge that his exemptions were pending.

118. Mr. Gibbons began a grievance process through his union; and upon termination, Mr. Gibbons also filed his claims against Disney's unlawful conduct through the Private Employer Vaccine Mandate Program ("PEVMP") and his claims regarding discrimination and retaliation with the EEOC, concurrently filing with FCHR.

119. Mr. Gibbons received his Notice of Right to Sue from the EEOC on October 3, 2022.

FACTS RELEVANT TO PLAINTIFF CHERON HAYES' CLAIMS

120. Plaintiff Cheron Hayes was first hired by Disney in mid-2007 as a Financial Analyst supporting Parks Forecasting and Consolidation and very quickly in 2008 promoted to the position of Senior Financial Analyst with the Walt Disney World Resorts team, supporting the Coronado Springs Convention Resort. She later supported the Merchandise Line of Business team and finally was moved to support Defendant Disney Gift Card Services, Inc., where she remained until her unlawful termination.

121. In her position, Ms. Hayes was responsible for maintaining the financial health of the Gift Card business, including overall account reconciliations, project management, maintenance of system financial master data, and financial controls. She had significant responsibility in managing Disney's \$180,000,000 gift card liability account balances.

122. Prior to 2021 and her unlawful termination based on lack of Covid-19 vaccination, Ms. Hayes had no discipline or negative employment history with Disney for over fourteen years.

123. When the Covid-19 state of emergency hit Florida, Ms. Hayes was transitioned to fully remote work. Even after Disney returned to in-person employment status for cast, Ms. Hayes remained in remote employment status.
124. In July 2021, when Disney announced its vaccinate-or-terminate mandate, Disney required Ms. Hayes to comply with the mandate by October, despite her 100% virtual position of employment and many years of faithful and excellent job performance. Ms. Hayes had already heard from other cast members that religious exemptions were not being approved by Disney, so this had a chilling effect on Ms. Hayes' filing a religious exemption.
125. She then filed a request for medical exemption on August 10, 2021, based on her prior severe adverse reactions to influenza and shingles vaccines. Her doctor asserted that if she were to get Covid-19 shots, she should have them administered in a hospital in light of her history of severe adverse vaccine effects and allergies to common vaccine ingredients. **Exhibit P**
126. In response to her request, Disney denied her request for continued remote work, regular testing and/or wearing face covering and ignored the fact that she was already purely a remote worker and would not be in any contact with other cast members or guests.
127. Mere days before Fl. Stat. §381.00317 and §112.0441 went into effect on November 19, 2021, Disney terminated Ms. Hayes' employment on November 8, 2021.
128. Ms. Hayes learned shortly thereafter that she was placed on Disney's "Rehire Status" list in light of the Florida law, and she contacted her management regularly to inquire regarding her status of rehire for approximately two months. No one returned her calls or provided her details regarding possible return to work. Upon information and belief, Disney did bring back to work at least five cast members from Ms. Hayes' department after the Florida law prohibiting vaccinate-or-terminate mandates.

129. Ms. Hayes then applied for a new position in January 2022, and Disney offered her a position as Senior Financial Accounting Analyst – a position based in Florida which would have both remote and in-person office employment. Disney also reinstated her credentials in light of the pending offer of new employment.

130. Again, despite federal and state law, Disney required Ms. Hayes to be Covid-19 vaccinated in order to obtain the job Disney offered her. She submitted both a religious and medical exemption, pursuant to Florida and federal law on February 18 and 25, 2022.

Exhibit Q

131. Disney denied both exemptions. It provided no reason at all for denying an exemption based on Ms. Hayes' sincerely held religious beliefs; and Disney did not accept her medical accommodation request. Only after Ms. Hayes hired counsel to assist her, did Disney respond on March 25, 2022 that "she did not provide adequate documentation from a health care provider supporting her request" and that "the company was unable to determine whether Ms. Hayes was prevented from receiving the COVID-19 vaccine due to a sincerely held religious belief, practice, or observance," which led to denial of both accommodation requests.

132. Not to be deterred from working in her dream company, Ms. Hayes yet again applied for another new position as Senior Analyst Revenue Management Projects in the Revenue Management organization and was approved through the interview process up to receiving an offer in mid-September of 2022.

133. Disney informed Ms. Hayes that this offer was contingent upon her passing a background check, biometrics, and a Covid-19 vaccine requirement. For a third time, Ms. Hayes asserted her exemption request, informing Disney that she had religious basis to refuse the

Covid-19 vaccine and that she understood Florida law to prohibit Disney from precluding her employment based on the Covid-19 vaccine.

134. Without any communication with Ms. Hayes, nor asking her for any documentation or exemption request pursuant to Fl. Stat. §381.00317, Disney's recruiter working with Ms. Hayes entered a request on her behalf for religious accommodation. On September 26, 2022, he notified her that her accommodations were again denied.

135. Ms. Hayes submitted her claims to EEOC. She received her Notice of Right to Sue on September 30, 2022.

FACTS RELEVANT TO PLAINTIFF CATHRYN KOEPKE'S CLAIMS

136. Plaintiff Cathryn Koepke found her dream job with Disney despite the Covid-19 pandemic. In summer of 2021, Ms. Koepke was hired as a Senior Recruiter with Disney Human Resources Services Co., LLC, reporting to Florida management. Her role was 100% virtual.

137. Almost immediately after her hiring, Disney announced its vaccinate-or-terminate mandate in July 2021. Disney subjected Ms. Koepke to the mandate, despite her employment role being completely remote.

138. On October 18, 2021, Ms. Koepke filed her request for accommodations from the Covid-19 vaccine on the basis of her religious belief and medical concerns with allergies, given her very severe reaction to the influenza vaccine in 2019. Ms. Koepke purchased detailed diagnostic allergy testing in support of her request for accommodation.

139. Throughout November 2021 and into January 2022, Disney contacted Ms. Koepke to ask regarding the outcome of her allergen testing. Disney did not engage in any interactive process with Ms. Koepke regarding her religious beliefs, specifically that, pursuant to her Catholic Christian faith, she must obey God through her own conscience in matters of

medical intervention and her God-given physical body. As such, she must assess whether medical intervention is morally appropriate personally with God in prayer, and that it is her moral duty to refuse the use of medical products derived from or in any way utilizing human cells from aborted children. **Exhibit R.**

140. Despite the adequacy of Ms. Koepke's accommodations requests pursuant to federal and Florida law, Disney continued to press her for information under threat of termination if she did not comply with the mandate.

141. On January 11, 2022, Ms. Koepke disclosed the results of her allergen testing which revealed an autoimmune disorder which implicated risk in taking the Covid-19 vaccine. However, her medical provider would not issue an exemption letter, due to very narrow grounds of CDC guidelines for allergens regarding the injections.

142. In the same communication to Disney, Ms. Koepke asserted her natural immunity basis for accommodation, pursuant to Florida law. She also asserted she was willing to do what she needed to keep Disney employees safe. Notably, she was already fully remote and never entered any Disney office in her current position; yet Disney did not view this as an adequate accommodation, contrary to all common sense.

143. Ms. Koepke also admitted to Disney she was "deathly afraid to take the vaccines" because she almost died only a few years prior due to a reaction with the flu vaccine. No provider would guarantee Ms. Koepke her life was not in danger, and she understood that no vaccine manufacturer would bear any liability should something dire happen to her. She also asserted her right not to take an experimental, un-FDA approved drug under coercion. As a widow with children, Ms. Koepke pleaded with Disney to understand her concern regarding

not only her own life in danger, but the possibility that her children would be left without their parents.

144. These pleas fell on deaf ears, despite Ms. Koepke already fulfilling her employment functions entirely without engaging in any face-to-face interaction. On February 1, 2022, Disney terminated Ms. Koepke's employment. Additionally, due to the nature of her unlawful termination for failure to take the Covid-19 vaccine under coercion, she was denied unemployment benefits.

145. Ms. Koepke filed her claims of discrimination and unlawful termination with the EEOC and received her Right to Sue Notice on October 14, 2022.

FACTS RELEVANT TO PLAINTIFF SETH SCHMIDT'S CLAIMS

146. Plaintiff Seth Schmidt has worked at Disney for almost a decade before he was unlawfully terminated for refusing the Covid-19 vaccine on religious faith grounds.

147. Mr. Schmidt worked as an Operations ride host since 2013 at Disney's Hollywood Studios. When Disney shut down during the 2020 Covid-19 pandemic, he was unable to continue his job remotely. Thus, when Disney reopened the parks, Mr. Schmidt returned to in-person work as an "essential position" and abided by the Covid-19 protocols applicable to all cast members.

148. Then, in July 2021, when Disney imposed its Covid-19 mandate, Mr. Schmidt submitted his religious exemption request to Disney on September 5, 2021. **Exhibit S.**

149. The request for exemption was signed by Mr. Schmidt's pastor and expressly announced to Disney that Mr. Schmidt was exercising his constitutional, federal and state rights to assert an exemption on grounds of religious belief and practice. He stated, "My personal convictions are inspired by my study and understanding of the Bible, and personally directed

by the true and living God. I am personally convicted that I should not receive any of the three Covid-19 shots presently authorized by the FDA under the Emergency Use Authorization.” **Exhibit S**

150. Mr. Schmidt also clarified that he believes religious conviction in the matter of putting things into his body is a personal matter, and his study of scripture in prayer dictated that he could not risk harm to his body: “We are commanded to take good care of [the body], not to defile it, and certainly not to introduce something into it that could potentially harm it.” One manner in which the Covid-19 mRNA vaccines would violate Mr. Schmidt’s religious beliefs is in how they “alter what God has made” as gene therapy. Finally, he also acknowledged it would be morally wrong for him to take injections in which “fetal stem cell lines from aborted babies were used in either the initial development and/or testing of the Covid-19 shots.” He cited many scripture verses including, but not limited to: Acts 2:38-39; 1 Corinthians 3:16-17; 1 Corinthians 6:19-20; 2 Corinthians 5:10; 2 Corinthians 7:1; and Psalms 139:13-16. **Exhibit S**

151. Disney never responded or fully processed Mr. Schmidt’s request for exemption on religious grounds. Instead, his exemption was “paused” when Florida law went into effect on November 19, 2021.

152. Disney then imposed the discriminatory Augmented Protocols on Mr. Schmidt, contrary to the policy applied to all cast members for Covid-19 safety protocols, under which he had been successfully performing his job functions for a year.

153. Mr. Schmidt found that wearing face covering and safety glasses except when eating sufficiently distanced from other cast members ostracized him. He noted that cast members began to talk about “the unvaccinated” and there was significant social rift in the cast.

154. On September 5, 2021, Mr. Schmidt submitted to Disney a statement declaring that Disney's coercion to take the Covid-19 vaccine was forcing him to get medical treatment against his will and conscience and against his First Amendment constitutional right. He requested that a representative of Disney sign the statement "making clear the fact that from the moment I get the vaccine this corporation will be held responsible for any illness or sickness that results from the vaccine from this moment to the day of my death." **Exhibit T.**

155. No representative of Disney signed the document. Instead, Mr. Schmidt was called into a meeting on December 2, 2021 and asked why he was not complying with the Augmented Protocols. He was suspended for investigation.

156. On December 9, 2021, Mr. Schmidt was called back to his manager's office and informed that because he did not verify in the TrustAssure system, and he did not submit to the Augmented Protocol policy, he was terminated from his position.

157. Mr. Schmidt submitted his claims to the EEOC, simultaneously filing with the FCHR. He received his Notice of Right to Sue on October 11, 2022.

COUNT I
FLORIDA PRIVATE WHISTLEBLOWER STATUTE
FL. STAT. §448.101, et seq.

Plaintiffs Andreas, Cribb, Pajer, Gibbons, and Schmidt
Against Defendants The Walt Disney Company, Walt Disney Parks & Resorts, U.S., Inc., Disney Vacation Club Management, LLC, and Disney Parks, Experiences, and Products, Inc.

158. Paragraphs 1-157 are hereby incorporated by reference as if fully restated.

159. Florida Statute §448.102 prohibits an employer taking "any retaliatory personnel action against an employee because the employee has: (1) Disclosed, or threatened to disclose, to any appropriate governmental agency, under oath, in writing, an activity, policy, or practice of the employer that is in violation of a law, rule, or regulation. However, this subsection

does not apply unless the employee has, in writing, brought the activity, policy, or practice to the attention of a supervisor or the employer and has afforded the employer a reasonable opportunity to correct the activity, policy, or practice. (2) Provided information to, or testified before, any appropriate governmental agency, person, or entity conducting an investigation, hearing, or inquiry into an alleged violation of a law, rule, or regulation by the employer. (3) Objected to, or refused to participate in, any activity, policy, or practice of the employer which is in violation of a law, rule, or regulation.”

160. The statute defines “retaliatory personnel action” as “discharge, suspension, or demotion by an employer of an employee or any other adverse employment action taken by an employer against an employee in the terms and conditions of employment.” Fl. Stat. §448.101(5).

161. Plaintiffs Andreas, Cribb, Pajer, Gibbons, and Schmidt have provided on multiple occasions their written notice to Disney of Disney’s unlawful acts and their intention to and actual filing of claims to appropriate governmental authorities against Disney for those unlawful acts.

162. Plaintiffs Andreas, Cribb, Pajer, and Gibbons have each filed claims under certification of Disney’s *de facto* violation of Covid-19 vaccination prohibition with the PEVMP, and informed Disney of the same.

163. Plaintiffs have each filed their claims under oath of religious discrimination and retaliation before the FCHR and/or EEOC, or both concurrently.

164. Disney was provided ample time to remediate its unlawful conduct, and refused to do so, instead doubling-down on unlawful conduct and retaliation against Plaintiffs.

165. Subsequent to each of Plaintiffs’ repeated requests for Disney to address their concerns and cease its discriminatory policies, Disney instead fabricated charges against Plaintiffs, suspending Mr. Cribb, Mr. Pajer, and Mr. Schmidt “pending investigation.”

166. Plaintiffs Andreas, Cribb, Pajer, Gibbons, and Schmidt have never had a proper investigation of their claims and were subsequently terminated on pretextual grounds. Disney's suspension and termination of plaintiffs is retaliatory for their vocal and persistent, lawful challenges to Disney's unlawful conduct.

WHEREFORE, Plaintiffs respectfully request that this Court enter judgment in their favor and against Defendants, order Disney to reinstate their employment, order Disney to remove disciplinary documentation in Plaintiffs' file related to Covid-19 vaccine mandate or compliance with Augmented Protocols, order Disney to cease enforcement of the unlawful Augmented Protocols against all cast members, and order Disney to pay each Plaintiff lost wages, any lost benefits, pay attorneys fees and costs, and pay any other such relief as allowed by law and the Court deems just and proper.

COUNT II
FLORIDA WHISTLE-BLOWER'S ACT
FL. STAT. § 112.3187, et seq.

Plaintiffs Andreas, Cribb, Pajer, Gibbons, and Schmidt
Against Defendants The Walt Disney Company, Reedy Creek Improvement District, Walt Disney Parks & Resorts, U.S., Inc., Disney Vacation Club Management, LLC, and Disney Parks, Experiences, and Products, Inc.

167. Paragraphs 1-157 are hereby incorporated by reference as if fully restated.

168. In the alternative to Disney as a private business, as pled in this Complaint, Defendant The Walt Disney Company, by virtue of its total control and ownership over local Florida public entity and governmental agency RCID, is a state agency and subject to Fl. Stat. § 112.3187.

169. All other Defendants, as subsidiaries of The Walt Disney Company and as the entities through which The Walt Disney Company engages in its business in Florida, including within the jurisdiction of the RCID, are collectively, together with The Walt Disney Company, a local Florida public entity and governmental agency, subject to Fl. Stat. § 112.3187.

170. The Florida Whistle-blower's Act prohibits a public entity "from taking retaliatory action against an employee who reports to an appropriate agency violations of law." Fl. Stat. § 112.3187(2). An agency "shall not dismiss, discipline, or take any other adverse personnel action...[nor] take any adverse action that affects the rights or interest of a person in retaliation for the person's disclosure of information" identified in the Act. *Id.* at (4)(a)-(b).

171. The Act covers disclosure of information that includes:

- a. Any violation or suspected violation of any federal, state, or local law, rule, or regulation committed by an employee of an agency which creates and presents a substantial and specific danger to the public's health, safety, or welfare.
- b. Any act or suspected act of gross mismanagement, malfeasance, misfeasance, gross waste of public funds...or gross neglect of duty committed by an employee or agent of an agency.

Fl. Stat. § 112.3187(5).

172. The employee's disclosure of protected information concerning a local governmental entity, including a public entity such as Disney, must be to the chief executive officer (Fl. Stat. § 447.203(9)) or other appropriate local officials. Fl. Stat. § 112.3187(6). The "other appropriate local officials," include supervisors and upper management for Plaintiffs.

173. The Act protects employees "who refuse to participate in any adverse action prohibited by this section" and "file any written complaint to their supervisory officials." Fl. Stat. § 112.3187(7). "Adverse personnel action" means the discharge, suspension, transfer, or demotion of any employee or the withholding of bonuses, the reduction in salary or

benefits, or any other adverse action taken against an employee within the terms and conditions of employment by an agency or independent contractor. §112.3187(3)(c).

174. Plaintiffs Andreas, Cribb, Pajer, Gibbons, and Schmidt have provided on multiple occasions their written notice to Disney through their upline supervisors and managers of Disney's unlawful acts and their intention to and actual filing of claims to governmental authorities against Disney for those unlawful acts.

175. Plaintiffs Andreas, Cribb, Pajer, and Gibbons have each filed claims under certification of Disney's *de facto* violation of Covid-19 vaccination prohibition with the PEVMP, and informed Disney of the same.

176. Plaintiffs have each filed their claims under oath of religious discrimination and retaliation before the FCHR and/or EEOC, or both concurrently.

177. Disney was provided ample time to remediate its unlawful conduct, and refused to do so, instead doubling-down on unlawful conduct and retaliation against Plaintiffs.

178. Subsequent to each of Plaintiffs' repeated requests for Disney to address their concerns and cease its discriminatory policies, Disney instead fabricated charges against Plaintiffs, suspending Mr. Cribb, Mr. Pajer, and Mr. Schmidt "pending investigation."

179. Plaintiffs Andreas, Cribb, Pajer, Gibbons, and Schmidt have never had a proper investigation of their claims and were subsequently terminated on pretextual grounds. Disney's suspension and termination of plaintiffs is retaliatory for their vocal and persistent, lawful challenges to Disney's unlawful conduct.

180. Plaintiffs Andreas, Cribb, Pajer, Gibbons, and Schmidt have exhausted their administrative remedies prior to bringing this claim before this Court. Fl. Stat. § 112.3187(8).

WHEREFORE, Plaintiffs respectfully request that this Court enter judgment in their favor and against

Defendants, order Disney to reinstate their employment, order Disney to remove disciplinary documentation in Plaintiffs' file related to Covid-19 vaccine mandate or compliance with Augmented Protocols, order Disney to cease enforcement of the unlawful Augmented Protocols against all cast members, and order Disney to pay each Plaintiff lost wages, any lost benefits, pay attorneys fees and costs, and pay any other such relief as allowed by law and the Court deems just and proper.

COUNT III
DISCRIMINATION CONTRARY TO FLORIDA CIVIL RIGHTS ACT
FL STAT § 760.07, § 760.10
All Plaintiffs Against All Defendants.

181. Paragraphs 1-157 are hereby incorporated by reference as if fully restated.

182. The Florida Civil Rights Act ("FL CRA") prohibits an employer from discriminating against an employee "because of race, color, religion, gender, pregnancy, national origin, age, handicap, or marital status in the areas of education, employment, or public accommodations." Fl. Stat. § 760.07.

183. Prohibited employment practices include:

- a. "(1)(a) To discharge or to fail or refuse to hire any individual, or otherwise to discriminate against any individual with respect to compensation, terms, conditions, or privileges of employment, because of such individual's race, color, religion, sex, pregnancy, national origin, age, handicap, or marital status."
- b. "(1)(b) To limit, segregate, or classify employees or applicants for employment in any way which would deprive or tend to deprive any individual of employment opportunities, or adversely affect any individual's status as an employee, because of such individual's race, color, religion, sex, pregnancy, national origin, age, handicap, or marital status."

- c. “(2) to fail or refuse to refer for employment, or otherwise to discriminate against, any individual because of race, color, religion, sex, pregnancy, national origin, age, handicap, or marital status or to classify or refer for employment any individual on the basis of race, color, religion, sex, pregnancy, national origin, age, handicap, or marital status.”
- d. “(6) to print, or cause to be printed or published, any notice or advertisement relating to employment, membership, classification, referral for employment, or apprenticeship or other training, indicating any preference, limitation, specification, or discrimination, based on race, color, religion, sex, pregnancy, national origin, age, absence of handicap, or marital status.”

Fl. Stat. § 760.10.

184. Disney is subject to FL CRA, as an employer “employing 15 or more employees for each working day in each of 20 or more calendar weeks in the current or preceding calendar year....” Fl. Stat. § 760.02(7).

185. Disney engaged in prohibited employment practices under FL CRA by imposing a covid-19 vaccine mandate which threatened to fire and refused to hire individuals because of their religious belief against covid-19 vaccination and Disney’s perception of their “handicap” relating to or arising from their lack of Covid-19 vaccination.

186. Disney engaged in prohibited employment practices under FL CRA when it failed to accommodate Plaintiffs Hayes and Koepke, particularly when accommodation would have been equivalent to *status quo* of their fully remote positions, after denying their religious and medical accommodations requests.

187. Disney engaged in prohibited employment practices under FL CRA when, upon denying

their religious and medical accommodations for Ms. Hayes and Ms. Koepke, Disney unlawfully terminated their employment.

188. Disney engaged in prohibited employment practices under FL CRA when, upon Florida law prohibiting Covid-19 vaccinate-or-terminate mandates went into effect, Disney began a program under “Augmented Health & Safety Protocols” by which Plaintiffs Andreas, Cribb, Pajer, Gibbons, and Schmidt with religious beliefs prohibiting taking the Covid-19 vaccine would be segregated and classified apart from other Disney cast and forced to wear specific facial coverings, including respirators and other PPE, or face discipline and termination.

189. Disney engaged in prohibited employment practices under FL CRA when it refused to accommodate the religious beliefs of Plaintiff Andreas which prohibited her from complying with coerced and discriminatory covering of her face.

190. Disney engaged in prohibited employment practices under FL CRA when it unlawfully terminated Ms. Andreas’ employment after denying her religious accommodation against the Augmented Protocols.

191. Disney engaged in prohibited employment practices under FL CRA when it perceived all Plaintiffs as disabled and unable to complete the functions of their jobs in their medical status as unvaccinated for Covid-19 and unlawfully terminated them on the basis of this perception.

192. Disney engaged in prohibited employment practices under FL CRA by applying the discriminatory and humiliating Augmented Protocols against Plaintiffs Andreas, Cribb, Pajer, Gibbons, and Schmidt because it perceived Plaintiffs as disabled and unable to complete the functions of their jobs in their medical status as unvaccinated for Covid-19

and therefore unlawfully segregated and classified apart from other Disney cast and forced to wear specific facial coverings, including respirators and other PPE, or face discipline and termination.

193. Even though Plaintiffs clearly posed no health threat to Florida Disney employees, or in the case of Ms. Hayes and Ms. Koepke, were nowhere physically present near Disney employees and guests, Disney treated Plaintiffs as though they were continually contagious vectors of disease and dangerous.

194. Indeed, Disney's improper "cherry-picking" of OSHA Rules and guidelines regarding industrial environment hazards and toxic materials to force only those cast like Plaintiffs whom Disney perceived as disabled and dangerous to wear PPE for extended periods without respite illustrates Disney's true sentiment and message that Plaintiffs *are* the toxic substance or environmental hazard in the Disney workplace.

195. Disney's unlawful discrimination is the direct and proximate cause of deprivation of Plaintiffs' equal employment opportunities and their economic and non-economic damages. Disney's unlawful conduct has caused Plaintiffs damages, including but not limited to, lost wages, future loss of income, job search expenses; and emotional distress from the violation of their civil rights, from humiliating mistreatment and discrimination, and from being singled out among other cast members for their religious beliefs and perceived disability.

196. Disney's misconduct was so willful and wanton and in such reckless disregard of the statutory rights of Plaintiffs so as to entitle them to an award of punitive damages against Disney, to deter it, and others, from such conduct in the future.

197. Plaintiffs have exhausted their administrative remedies prior to bringing this claim before this Court. Fl. Stat. § 760.11.

WHEREFORE, Plaintiffs respectfully request that this Court enter judgment in their favor and against Defendants, order Disney to reinstate their employment, order Disney to remove disciplinary documentation in Plaintiffs' file related to Covid-19 vaccine mandate or compliance with Augmented Protocols, order Disney to cease enforcement of the unlawful Augmented Protocols against all cast members, and order Disney to pay each Plaintiff lost wages, any lost benefits, pay attorneys fees and costs, and pay any other such relief as allowed by law and the Court deems just and proper.

COUNT IV
RETALIATION CONTRARY TO FLORIDA CIVIL RIGHTS ACT

FL STAT § 760.10(7), § 760.10

Plaintiffs Andreas, Cribb, Pajer, Gibbons, and Schmidt
Against Defendants The Walt Disney Company, Reedy Creek Improvement District, Walt Disney Parks & Resorts, U.S., Inc., Disney Vacation Club Management, LLC, and Disney Parks, Experiences, and Products, Inc.

198. Paragraphs 1-157 are hereby incorporated by reference as if fully restated.

199. The Florida Civil Rights Act ("FL CRA") prohibits an employer's "discriminat[ing] against any person because that person has opposed any practice which is an unlawful employment practice under this section, or because that person has made a charge, testified, assisted, or participated in any manner in an investigation, proceeding, or hearing under this section.." Fl. Stat. § 760.10(7).

200. Disney is subject to FL CRA, as an employer "employing 15 or more employees for each working day in each of 20 or more calendar weeks in the current or preceding calendar year...." Fl. Stat. § 760.02(7).

201. Plaintiffs Andreas, Cribb, Pajer, Gibbons, and Schmidt have provided on multiple occasions their written notice to Disney through their upline supervisors and managers of Disney's unlawful acts and their intention to or actual filing of claims to governmental authorities against Disney for those unlawful acts. Disney subsequently disciplined, suspended, and/or

- terminated Plaintiffs' employment in violation of FL CRA.
202. Plaintiffs Andreas, Cribb, Pajer, and Gibbons have each filed claims under certification of Disney's de facto violation of Covid-19 vaccination prohibition with the PEVMP, and informed Disney of the same.
203. Plaintiffs have each filed their claims under oath of religious discrimination and retaliation before the FCHR and/or EEOC, or both concurrently.
204. Disney was provided ample time to remediate its unlawful conduct, and refused to do so, instead doubling-down on unlawful conduct and retaliation against Plaintiffs.
205. Subsequent to each of Plaintiffs' repeated requests for Disney to address their concerns and cease its discriminatory policies, Disney instead fabricated charges against Plaintiffs, suspending Mr. Cribb, Mr. Pajer, and Mr. Schmidt "pending investigation."
206. Plaintiffs Andreas, Cribb, Pajer, Gibbons, and Schmidt have never had a proper investigation of their claims and were subsequently terminated on pretextual grounds. Disney's suspension and termination of plaintiffs is retaliatory for their vocal and persistent, lawful challenges to Disney's unlawful conduct.
207. Disney's unlawful retaliation is the direct and proximate cause of deprivation of Plaintiffs' equal employment opportunities and their economic and non-economic damages. Disney's unlawful conduct has caused Plaintiffs damages, including but not limited to, lost wages, future loss of income, job search expenses; and emotional distress from the violation of their civil rights, from humiliating mistreatment and discrimination, and from being singled out among other cast members for their religious beliefs and perceived disability.
208. Disney's misconduct was so willful and wanton and in such reckless disregard of the statutory rights of Plaintiffs so as to entitle them to an award of punitive damages against

Disney, to deter it, and others, from such conduct in the future.

209. Plaintiffs have exhausted their administrative remedies prior to bringing this claim before this Court. Fl. Stat. § 760.11.

WHEREFORE, Plaintiffs respectfully request that this Court enter judgment in their favor and against Defendants, order Disney to reinstate their employment, order Disney to remove disciplinary documentation in Plaintiffs' file related to Covid-19 vaccine mandate or compliance with Augmented Protocols, order Disney to cease enforcement of the unlawful Augmented Protocols against all cast members, and order Disney to pay each Plaintiff lost wages, any lost benefits, pay attorneys fees and costs, and pay any other such relief as allowed by law and the Court deems just and proper.

COUNT V
VIOLATION OF TITLE VII OF THE CIVIL RIGHTS ACT OF 1964,
AS AMENDED ("TITLE VII") 42 USC §§ 2000e, et seq;
DISCRIMINATION ON THE BASIS OF RELIGIOUS BELIEF AND PRACTICE
All Plaintiffs Against All Defendants

210. Paragraphs 1-157 are hereby incorporated by reference as if fully restated.

211. Title VII (42 USC § 2000e-2(a)) provides that:

It shall be an unlawful employment practice for an employer—

(1) to fail or refuse to hire or to discharge any individual, or otherwise to discriminate against any individual with respect to his compensation, terms, conditions, or privileges of employment, because of such individual's race, color, religion, sex, or national origin; or

(2) to limit, segregate, or classify his employees or applicants for employment in any way which would deprive or tend to deprive any individual of employment opportunities or otherwise adversely affect his status as an employee, because of such individual's race, color, religion, sex, or national origin.

212. Religion under the statute "includes all aspects of religious observance and practice, as well as belief, unless an employer demonstrates that he is unable to reasonably accommodate to an employee's or prospective employee's religious observance or practice without undue

hardship on the conduct of the employer's business." 42 USC § 2000e(j). It is well established in the law that part of religious observance and practice may involve refusal of medical treatment and vaccination.

213. At all relevant times to the allegations in this Complaint, Disney is an employer maintaining a minimum of fifteen employees and is engaged in an industry affecting commerce, pursuant to 42 USC §2000e(b), (g), (h) and 42 USC §12111(2), (5).

214. Disney engaged in prohibited employment practices under TITLE VII by imposing a covid-19 vaccine mandate which threatened to fire and refused to hire individuals because of their religious belief against covid-19 vaccination.

215. Disney engaged in prohibited employment practices under TITLE VII when it failed to accommodate Plaintiffs Hayes and Koepke, particularly when accommodation would have been equivalent to *status quo* of their fully remote positions, after denying their religious accommodations requests.

216. Disney engaged in prohibited employment practices under TITLE VII when, upon denying their religious accommodations for Ms. Hayes and Ms. Koepke, Disney unlawfully terminated their employment.

217. Disney engaged in prohibited employment practices under TITLE VII when, upon Florida law prohibiting Covid-19 vaccinate-or-terminate mandates went into effect, Disney began a program under "Augmented Health & Safety Protocols" by which Plaintiffs Andreas, Cribb, Pajer, Gibbons, and Schmidt with religious beliefs prohibiting taking the Covid-19 vaccine would be segregated and classified apart from other Disney cast and forced to wear specific facial coverings, including respirators and other PPE, or face discipline and termination.

218. Disney engaged in prohibited employment practices under TITLE VII when it refused to accommodate the religious beliefs of Plaintiff Andreas which prohibited her from complying with coerced and discriminatory covering of her face.

219. Disney engaged in prohibited employment practices under TITLE VII when it unlawfully terminated Ms. Andreas' employment after denying her religious accommodation against the Augmented Protocols.

220. Disney's unlawful discrimination is the direct and proximate cause of deprivation of Plaintiffs' equal employment opportunities and their economic and non-economic damages. Disney's unlawful conduct has caused Plaintiffs damages, including but not limited to, lost wages, future loss of income, job search expenses; and emotional distress from the violation of their civil rights, from humiliating mistreatment and discrimination, and from being singled out among other cast members for their religious beliefs.

221. Disney's misconduct was so willful and wanton and in such reckless disregard of the statutory rights of Plaintiffs so as to entitle them to an award of punitive damages against Disney, to deter it, and others, from such conduct in the future.

222. Plaintiffs have exhausted their administrative remedies prior to bringing this claim before this Court. 42 USC § 2000e-5.

WHEREFORE, Plaintiffs respectfully request that this Court enter judgment in their favor and against Defendants, order Disney to reinstate their employment, order Disney to remove disciplinary documentation in Plaintiffs' file related to Covid-19 vaccine mandate or compliance with Augmented Protocols, order Disney to cease enforcement of the unlawful Augmented Protocols against all cast members, and order Disney to pay each Plaintiff lost wages, any lost benefits, pay attorneys fees and costs, and pay any other such relief as allowed by law and the Court deems just and proper.

COUNT VI
VIOLATION OF TITLE VII OF THE CIVIL RIGHTS ACT OF 1964,
AS AMENDED (“TITLE VII”) 42 USC §§ 2000e, et seq;
RETALIATION

Plaintiffs Andreas, Cribb, Pajer, Gibbons, and Schmidt
Against Defendants The Walt Disney Company, Walt Disney Parks & Resorts, U.S., Inc., Disney
Vacation Club Management, LLC, and Disney Parks, Experiences, and Products, Inc.

223. Paragraphs 1-157 are hereby incorporated by reference as if fully restated.

224. Title VII (42 U.S.C. § 2000e-3(a)) prohibits retaliation against an employee for opposing an employer’s unlawful action prohibited by Title VII: “It shall be an unlawful employment practice for an employer... to discriminate against any individual... because he has opposed any practice made an unlawful employment practice by this subchapter, or because he has made a charge, testified, assisted, or participated in any manner in an investigation, proceeding, or hearing under this subchapter.”

225. At all relevant times to the allegations in this Complaint, Disney is an employer maintaining a minimum of fifteen employees and is engaged in an industry affecting commerce, pursuant to 42 USC §2000e(b), (g), (h) and 42 USC §12111(2), (5).

226. Plaintiffs Andreas, Cribb, Pajer, Gibbons, and Schmidt have provided on multiple occasions their written notice to Disney through their upline supervisors and managers of Disney’s unlawful acts and their intention to or actual filing of claims to governmental authorities against Disney for those unlawful acts. Disney subsequently disciplined, suspended, and/or terminated Plaintiffs’ employment in violation of Title VII.

227. Plaintiffs Andreas, Cribb, Pajer, and Gibbons have each filed claims under certification of Disney’s *de facto* violation of Covid-19 vaccination prohibition with the PEVMP, and informed Disney of the same.

228. Plaintiffs have each filed their claims under oath of religious discrimination and retaliation

before the FCHR and/or EEOC, or both concurrently.

229. Disney was provided ample time to remediate its unlawful conduct, and refused to do so, instead doubling-down on unlawful conduct and retaliation against Plaintiffs.

230. Subsequent to each of Plaintiffs' repeated requests for Disney to address their concerns and cease its discriminatory policies, Disney instead fabricated charges against Plaintiffs, suspending Mr. Cribb, Mr. Pajer, and Mr. Schmidt "pending investigation."

231. Plaintiffs Andreas, Cribb, Pajer, Gibbons, and Schmidt have never had a proper investigation of their claims and were subsequently terminated on pretextual grounds. Disney's suspension and termination of plaintiffs is retaliatory for their vocal and persistent, lawful challenges to Disney's unlawful conduct.

232. Disney's unlawful retaliation is the direct and proximate cause of deprivation of Plaintiffs' equal employment opportunities and their economic and non-economic damages. Disney's unlawful conduct has caused Plaintiffs damages, including but not limited to, lost wages, future loss of income, job search expenses; and emotional distress from the violation of their civil rights, from humiliating mistreatment and discrimination, and from being singled out among other cast members for their religious beliefs.

233. Disney's misconduct was so willful and wanton and in such reckless disregard of the statutory rights of Plaintiffs so as to entitle them to an award of punitive damages against Disney, to deter it, and others, from such conduct in the future.

234. Plaintiffs have exhausted their administrative remedies prior to bringing this claim before this Court. 42 USC § 2000e-5.

WHEREFORE, Plaintiffs respectfully request that this Court enter judgment in their favor and against Defendants, order Disney to reinstate their employment, order Disney to remove disciplinary

documentation in Plaintiffs' file related to Covid-19 vaccine mandate or compliance with Augmented Protocols, order Disney to cease enforcement of the unlawful Augmented Protocols against all cast members, and order Disney to pay each Plaintiff lost wages, any lost benefits, pay attorneys fees and costs, and pay any other such relief as allowed by law and the Court deems just and proper.

COUNT VII
VIOLATION OF THE AMERICANS WITH DISABILITIES ACT OF 1990,
AS AMENDED ("ADA") 42 USC §§ 12111, et seq;
DISCRIMINATION ON THE BASIS OF PERCEIVED DISABILITY
All Plaintiffs Against All Defendants

235. Paragraphs 1-157 are hereby incorporated by reference as if fully restated.

236. Plaintiffs are "qualified individuals" who were employees of Disney, as defined under the ADA. 42 USC § 12111(4), (8). Plaintiffs performed the essential functions of their positions admirably for the span of their respective careers, from less than a year to over two decades, and for all Plaintiffs employed by Disney prior to its Covid-19 vaccine mandate imposed in July 2021, each performed the essential functions of his or her position using Disney's universally applied Covid-19 safety policies for protection. In Ms. Hayes' and Ms. Koepke's employment, each were 100% remote in their position.

237. At all relevant times to the allegations in this Complaint, Disney is an employer maintaining a minimum of fifteen employees and is engaged in an industry affecting commerce, pursuant to 42 USC §2000e(b), (g), (h) and 42 USC §12111(2), (5).

238. The ADA prohibits discrimination against disabled persons in the employment context. An employee is considered to have a disability if he or she: has "(A) a physical or mental impairment that substantially limits one or more of that person's major life activities; (B) has a record of such impairment; or (C) is regarded as having such an impairment..." 42 U.S.C § 12102(1).

239. To establish a disability under the third definition, being regarded as having an impairment, the ADA provides:

- (A) An individual meets the requirement of “being regarded as having such an impairment” if the individual establishes that he or she has been subjected to an action prohibited under this chapter because of an actual or perceived physical or mental impairment whether or not the impairment limits or is perceived to limit a major life activity.
- (B) Paragraph (1)(C) shall not apply to impairments that are transitory and minor. A transitory impairment is an impairment with an actual or expected duration of 6 months or less.

42 SC § 12102(3).

240. At all relevant times material to this action, Covid-19 was a well-known, highly contagious, and sometimes deadly virus that has resulted in a global pandemic. Furthermore, Disney’s strictly enforced vaccinate-or-terminate policy for Covid-19 injections confirms its position that Covid-19 infection and transmission is a serious, ongoing concern.

241. Plaintiffs all objected to Disney’s mandatory covid-19 vaccination, each submitting his or her request for (religious and/or medical) exemption, and being willing to discuss reasonable accommodation with Disney, if Disney had been willing to do so.

242. Disney engaged in prohibited employment practices under ADA by imposing a covid-19 vaccine mandate which threatened to fire and refused to hire individuals because of Disney’s perception of their “handicap” relating to or arising from their lack of Covid-19 vaccination.

243. Disney engaged in prohibited employment practices under the ADA when it perceived all Plaintiffs as disabled and unable to complete the functions of their jobs in their medical status as unvaccinated for Covid-19 and unlawfully terminated them on the basis of this perception.

244. Disney engaged in prohibited employment practices under ADA by applying the

discriminatory and humiliating Augmented Protocols against Plaintiffs Andreas, Cribb, Pajer, Gibbons, and Schmidt because it perceived Plaintiffs as disabled and unable to complete the functions of their jobs in their medical status as unvaccinated for Covid-19 and therefore unlawfully segregated and classified apart from other Disney cast and forced to wear specific facial coverings, including respirators and other PPE, or face discipline and termination.

245. Even though Plaintiffs clearly posed no health threat to Florida Disney employees, or in the case of Ms. Hayes and Ms. Koepke, were nowhere physically present near Disney employees and guests, Disney treated Plaintiffs as though they were continually contagious vectors of disease and dangerous.

246. Indeed, Disney's improper "cherry-picking" of OSHA Rules and guidelines regarding industrial environment hazards and toxic materials to force only those cast like Plaintiffs whom Disney perceived as disabled and dangerous to wear PPE for extended periods without respite illustrates Disney's true sentiment and message that Plaintiffs *are* the toxic substance or environmental hazard in the Disney workplace.

247. Disney's assumption of Plaintiffs' risk in the workplace is not based on any reasonable understanding of the facts regarding their ability to perform their essential job duties with or without accommodation. Defendant failed to make any individualized risk assessment regarding each Plaintiff's perceived disability. There was no factual support for the idea that Plaintiffs could not perform their essential job duties as they had, in some cases, for decades, and in fact during the Covid-19 pandemic.

248. Disney's unlawful discrimination is the direct and proximate cause of deprivation of Plaintiffs' equal employment opportunities and their economic and non-economic damages.

Disney's unlawful conduct has caused Plaintiffs damages, including but not limited to, lost wages, future loss of income, job search expenses; and emotional distress from the violation of their civil rights, from humiliating mistreatment and discrimination, and from being singled out among other cast members for a perceived disability.

249. Disney's conduct was so willful and wanton and in such reckless disregard of the statutory rights of Plaintiffs so as to entitle them to an award of punitive damages against Disney, to deter it, and others, from such conduct in the future.

250. Plaintiffs have exhausted their administrative remedies prior to bringing this claim before this Court. 42 USC § 2000e-5.

WHEREFORE, Plaintiffs respectfully request that this Court enter judgment in their favor and against Defendants, order Disney to reinstate their employment, order Disney to remove disciplinary documentation in Plaintiffs' file related to Covid-19 vaccine mandate or compliance with Augmented Protocols, order Disney to cease enforcement of the unlawful Augmented Protocols against all cast members, and order Disney to pay each Plaintiff lost wages, any lost benefits, pay attorneys fees and costs, and pay any other such relief as allowed by law and the Court deems just and proper.

COUNT VIII
VIOLATION OF THE ADA, 42 USC §§ 12203;
PROHIBITED RETALIATION AND COERCION
Plaintiffs Andreas, Cribb, Pajer, Gibbons, and Schmidt
Against Defendants The Walt Disney Company, Walt Disney Parks & Resorts, U.S., Inc., Disney Vacation Club Management, LLC, and Disney Parks, Experiences, and Products, Inc.

251. Paragraphs 1-157 are hereby incorporated by reference as if fully restated.

252. Plaintiffs Andreas, Cribb, Pajer, Gibbons, and Schmidt are "qualified individuals" who were employees of Disney, as defined under the ADA. 42 USC § 12111(4), (8).

253. At all relevant times to the allegations in this Complaint, Disney is an employer maintaining

a minimum of fifteen employees and is engaged in an industry affecting commerce, pursuant to 42 USC §2000e(b), (g), (h) and 42 USC §12111(2), (5).

254. The ADA prohibits retaliation and coercion for protected activities:

(a) Retaliation

No person shall discriminate against any individual because such individual has opposed any act or practice made unlawful by this chapter or because such individual made a charge, testified, assisted, or participated in any manner in an investigation, proceeding, or hearing under this chapter.

(b) Interference, coercion, or intimidation

It shall be unlawful to coerce, intimidate, threaten, or interfere with any individual in the exercise or enjoyment of, or on account of his or her having exercised or enjoyed, or on account of his or her having aided or encouraged any other individual in the exercise or enjoyment of, any right granted or protected by this chapter.

42 USC § 12203.

255. Plaintiffs Andreas, Cribb, Pajer, Gibbons, and Schmidt have provided on multiple occasions their written notice to Disney through their upline supervisors and managers of Disney's unlawful acts and their intention to or actual filing of claims to governmental authorities against Disney for those unlawful acts. Disney subsequently disciplined, suspended, and/or terminated Plaintiffs' employment in violation of the ADA.

256. Plaintiffs Andreas, Cribb, Pajer, and Gibbons have each filed claims under certification of Disney's *de facto* violation of Covid-19 vaccination prohibition with the PEVMP, and informed Disney of the same.

257. Plaintiffs have each filed their claims under oath of religious discrimination and retaliation before the FCHR and/or EEOC, or both concurrently.

258. Disney was provided ample time to remediate its unlawful conduct, and refused to do so, instead doubling-down on unlawful conduct and retaliation against Plaintiffs.

259. Subsequent to each of Plaintiffs' repeated requests for Disney to address their concerns and cease its discriminatory policies, Disney instead fabricated charges against Plaintiffs, suspending Mr. Cribb, Mr. Pajer, and Mr. Schmidt "pending investigation."

260. Plaintiffs Andreas, Cribb, Pajer, Gibbons, and Schmidt have never had a proper investigation of their claims and were subsequently terminated on pretextual grounds. Disney's suspension and termination of plaintiffs is retaliatory for their vocal and persistent, lawful challenges to Disney's unlawful conduct.

261. Disney's unlawful retaliation is the direct and proximate cause of deprivation of Plaintiffs' equal employment opportunities and their economic and non-economic damages. Disney's unlawful conduct has caused Plaintiffs damages, including but not limited to, lost wages, future loss of income, job search expenses; and emotional distress from the violation of their civil rights, from humiliating mistreatment and discrimination, and from being singled out among other cast members for their religious beliefs.

262. Disney's misconduct was so willful and wanton and in such reckless disregard of the statutory rights of Plaintiffs so as to entitle them to an award of punitive damages against Disney, to deter it, and others, from such conduct in the future.

263. Plaintiffs have exhausted their administrative remedies prior to bringing this claim before this Court. 42 USC § 2000e-5.

WHEREFORE, Plaintiffs respectfully request that this Court enter judgment in their favor and against Defendants, order Disney to reinstate their employment, order Disney to remove disciplinary documentation in Plaintiffs' file related to Covid-19 vaccine mandate or compliance with Augmented Protocols, order Disney to cease enforcement of the unlawful Augmented Protocols against all cast members, and order Disney to pay each Plaintiff lost wages, any lost benefits, pay attorneys fees and

costs, and pay any other such relief as allowed by law and the Court deems just and proper.

COUNT IX
DECLARATORY JUDGMENT
DISNEY VIOLATED EMPLOYEES' FLORIDA CONSTITUTIONAL
RIGHT TO PRIVACY ART I, § 23.
All Plaintiffs Against All Defendants.

264. Paragraphs 1-157 are hereby incorporated by reference as if fully restated.

265. As pled in this Complaint, Defendant The Walt Disney Company, by virtue of its total control and ownership over local Florida public entity and governmental agency RCID, is a state agency and subject to limitations and obligations of public entities under the Florida Constitution.

266. All other Defendants, as subsidiaries of The Walt Disney Company and as the entities through which The Walt Disney Company engages in its business in Florida, including within the jurisdiction of the RCID, are collectively, together with The Walt Disney Company, a local Florida public entity and governmental agency, subject to Florida's constitutional restrictions.

267. Disney's vaccinate-or-terminate mandate is unlawful because

- it violates the Plaintiffs' constitutional right to privacy and bodily autonomy guaranteed by the Florida Constitution, Article I, Section 23;
- it violates the Plaintiffs' constitutional right to due process and equal protection of the law guaranteed by the Florida Constitution Article I, Sections 2 and 9;
- it interferes with Plaintiffs' exercise or enjoyment of constitutional and statutory rights using threats, intimidation, or coercion - Fl. Stat. § 760.51;
- it violates Fl. Stat. § 381.00315, which grants sole governmental authority in Florida to issue vaccine mandates to the "State Health Officer;"

- it violates Fl. Stat. §§ 381.0016, 112.0441, which forbid local governments and public employers from imposing vaccine mandates on their employees; and
- it is not narrowly tailored to serve a compelling public health or safety purpose as is required under Fl. Stat. § 252.38(4)(b).

268. There is a *bona fide*, actual, present and practical need for the declaration. Disney continues to impose a Covid-19 vaccine mandate against all recruits and new hires, including Plaintiff Hayes who sought rehire by Disney and was denied. Furthermore, while Disney “paused” enforcement of its Covid-19 vaccine mandate in November 2021, the law which stayed Disney’s enforcement is set to expire in 2023 without legislative action.

269. The declaration deals with a present, ascertained or ascertainable state of facts or present controversy as to whether the Disney’s vaccinate-or-terminate mandate violates Plaintiffs’ constitutional liberties and is otherwise unlawful.

270. An immunity, power, privilege or right of Plaintiffs is dependent on the facts or the law applicable to the facts.

271. Plaintiffs and Disney have, or reasonably may have, an actual, present, adverse and antagonistic interest in the subject matter, either in law or in fact.

272. The antagonistic and adverse interests are all properly before the Court.

273. The relief sought is not merely the giving of legal advice or the answer to questions propounded from curiosity.

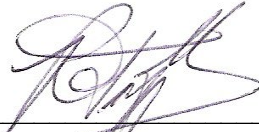
WHEREFORE, Plaintiffs seek a declaratory judgment stating that Disney’s Covid-19 vaccinate-or-terminate mandate violates Plaintiff’s privacy rights under the Florida constitution and is otherwise unlawful; and an award to Plaintiffs for their attorney’s fees and costs; and order all such

further relief as the Court deems necessary and just.

DEMAND FOR JURY TRIAL

Plaintiffs respectfully demand a trial by jury on all issues so triable.

Dated this 23d day of December, 2022.



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Attorneys for Plaintiffs

CERTIFICATE OF SERVICE

Pursuant to agreement, I Rachel L.T. Rodriguez, Esq. certify that I have provided this First Amended Complaint to Defendants Walt Disney Parks and Resorts, U.S., Inc. and Disney Vacation Club Management, LLC this 23d day of December, 2022 via waiver of service requests to Shutts & Bowen, LLP at 300 S. Orange Avenue, Suite 1600 Orlando, FL 32801-5403; and there being no other counsel entered on behalf of The Walt Disney Company or Disney Parks, Experiences, and Products, Inc., since service thereto of the initial complaint, and the remaining Defendants are newly entered in this amended pleading, service will be effectuated by waiver of service requests to the registered agents thereof.

/S/Rachel L.T. Rodriguez

Counsel for Plaintiffs

VERIFICATION

Under penalties of perjury, I declare that I have read the foregoing and that the facts stated in it are true, to the best of my knowledge and belief. Signed this 23 day of December 2022.

Barbara Andreas

Barbara Andreas (Dec 23, 2022 09:42 EST)

BARBARA ANDREAS

Under penalties of perjury, I declare that I have read the foregoing and that the facts stated in it are true, to the best of my knowledge and belief. Signed this 22 day of December 2022.

Stephen J. Crabb

STEPHEN J. CRABB

Under penalties of perjury, I declare that I have read the foregoing and that the facts stated in it are true, to the best of my knowledge and belief. Signed this 22 day of December 2022.

Adam Pajer

Adam Pajer (Dec 23, 2022 02:01 EST)

ADAM PAJER

Under penalties of perjury, I declare that I have read the foregoing and that the facts stated in it are true, to the best of my knowledge and belief. Signed this 22 day of December, 2022.

Steve Gibbons

steve gibbons (Dec 23, 2022 01:43 EST)

STEVEN GIBBONS

Under penalties of perjury, I declare that I have read the foregoing and that the facts stated in it are true, to the best of my knowledge and belief. Signed this 23 day of December, 2022.

Cheron M. Hayes

CHERON HAYES

Under penalties of perjury, I declare that I have read the foregoing and that the facts stated in it are true, to the best of my knowledge and belief. Signed this 22 day of December, 2022.

Cathryn Koekpe

CATHRYN KOEKPE

Under penalties of perjury, I declare that I have read the foregoing and that the facts stated in it are true, to the best of my knowledge and belief. Signed this 23 day of December, 2022.

Seth Schmidt

SETH SCHMIDT