

EXHIBIT A

FIRST AMENDED COMPLAINT FOR
DAMAGES AND INJUNCTIVE
DECLARATORY RELIEF
3:22-cv-05960-TL

Silent Majority Foundation
5238 Outlet Dr.
Pasco, WA 99301

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THE HONORABLE TIFFANY M. CARTWRIGHT

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON

JAMIE ZIMMERMAN, an individual; and
GEORGE ALLEN, an individual; and CHRISTINA
AST, an individual; and SARAH BEAM, an
individual; and KAREN BRANCH, an individual;
and MICAH BURR, an individual; and LILIYA
DUDIK, an individual; and VICTORIA FISHER, an
individual; and CYNTHIA HAEHNEL, an
individual; and MELISSA KOLB, an individual; and
REBECCA LAUGHLIN, an individual; and AMY
MAKARENKO, an individual; and ANNA
MEADOWS, an individual; and MARIA O’NEILL,
an individual; and AMY ELIZABETH REED, an
individual; and MARGARET SMARR, an
individual; and JUSTIN SYRING, an individual; and
ALIVIA VEGA, an individual; KAREN WICKEN,
an individual; and CLAUDIA DELGADO BAHIA,
an individual; and LORI BARCLAY an individual;
and DANIEL BRICKERT an individual; and
HYDEE COFFMAN an individual; and EMMA
DOORNBOS an individual; and KRISTIN
ELLISON an individual; and RENEE AITCHISON
an individual; and ALLISON HANSEN an
individual; and DANIELLE HANSON an
individual; and KATY HARTMAIER an individual;
and DEE HATHAWAY an individual; and NANCY
HILL an individual; and EMILY HUMPHREYS an
individual; and LEONID KOLBERT an individual;
and DEBRA KRENZLER an individual; and KARI
MATSON an individual; and DONA MCALPINE
WOODLEY an individual; and KERRI MORTON
an individual; and CASSANDRA NICHOLS an
individual; and ALONZO ODEM an individual; and
PETR OSTAPCHUK an individual; and TRACI

CASE NO.: 3:22-cv-05960-TL

SECOND AMENDED COMPLAINT
FOR DAMAGES, AND INJUNCTIVE
AND DECLARATORY RELIEF

JURY DEMAND

FIRST AMENDED COMPLAINT FOR
DAMAGES AND INJUNCTIVE
DECLARATORY RELIEF
3:22-cv-05960-TL

Silent Majority Foundation
5238 Outlet Dr.
Pasco, WA 99301

1 PEDERSON an individual; and JILL PREVENDAR
2 an individual; and MADISON PROPERSI an
3 individual; and MCKENZIE SMITH an individual;
4 and KATIE STRUIKSMA an individual; and
5 DAWN THORPE an individual; and VALIA
6 TSIPORENKO an individual; and ANASTASIA
7 YUDIN an individual; and JAMES ZELLER an
8 individual; and KATHERINE TELFORD, an
9 individual; and NANCY EKLUND, and individual;
10 and JOY HOKSBERGEN, and individual; and
11 NICOLE KINGSLEY, an individual,

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13 Plaintiffs,

14 v.

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16 PEACEHEALTH, a non-profit corporation,

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18 Defendant.

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20 **I. INTRODUCTION**

21 1. Plaintiffs have suffered religious discrimination at the Defendants hands through
22 Defendants' implementation and enforcement of its COVID-19 vaccine mandate policy
23 ("Policy"), which mandated a COVID-19 vaccine as a condition of employment. While the Policy
24 on its face allowed individuals to claim religious exemptions and receive accommodations,
25 PeaceHealth denied all of these requests. Moreover, the Policy required Plaintiffs to receive a drug
26 that is in clinical investigation stages in the COVID-19 vaccines.

27 2. Through the Policy, Defendants offered a sliver of hope that Plaintiffs and would
28 be accommodated, but in the end, every Plaintiff's request was flatly rejected resulting in the
29 placement of indefinite leave without pay, resulting in the Plaintiffs arising every day with the
30 hope that they can return to work and retiring at night having had no opportunity to return to work.

31 3. Through the Policy, Defendants mandated a vaccine that was, and remains
32 authorized through an Emergency Use Authorization ("EUA") granted by the by the United States

1 Federal Drug Administration (“FDA”) under Section 564(b)(1)(C) ((21 U.S.C. 360bbb-3)) of the
2 Food Drugs and Cosmetics Act (“FD&CA”).¹

3
4 **II. PARTIES**

5 4. Defendant **PEACEHEALTH** is a not-for-profit healthcare system headquartered
6 in Clark County, WA recognized as tax-exempt pursuant to Section 501(c)(3) of the Internal
7 Revenue Code.

8 5. PeaceHealth touts a mission of “carry[ing] on the healing mission of Jesus Christ
9 by promoting personal and community health, relieving pain and suffering, and treating each
10 person in a loving and caring way.”² Notably, “At PeaceHealth, the fulfillment of our Mission is
11 our shared purpose.”³

12
13 6. Plaintiff, **JAMIE ZIMMERMAN**, worked as a Registered Nurse (“RN”) in the
14 PeaceHealth Southwest Medical Center in the PeaceHealth System from July 22, 2022, until
15 September 1, 2021. *Id.* at ¶ 4. She has an unblemished employment record, received positive
16 performance evaluations, and was appreciated by her patients. *Id.* at ¶ 5. She submitted a
17 signed, written religious objection to PeaceHealth’s Mandatory COVID-19 Vaccination Policy
18 and request for an accommodation, but PeaceHealth denied her reasonable accommodation. *Id.*
19 at ¶¶ 10-13. She was put on administrative leave on September 1, 2021, which expired
20 December 31, 2021. *Id.* at ¶¶ 14, 17. This administrative leave was reviewed and reinstated on
21 December 17, 2021, March 25, 2022, June 23, 2022, August 30, 2022, and November 30, 2022.

¹ The Pfizer BioNTech vaccine was granted EUA authorization December 12, 2020, and the authorization has been reissued 18 times since. <https://www.fda.gov/emergency-preparedness-and-response/mcm-legal-regulatory-and-policy-framework/emergency-use-authorization#vaccines>. Last accessed: December 10, 2022.

² *PeaceHealth at a Glance*. Available at: https://www.peacehealth.org/sites/default/files/2022-07/System_PeaceHealth-at-a-Glance-2022-FINAL.pdf. Last accessed: December 7, 2022.

³ *Id.*

1 *Id.* at ¶ 17. The next review will occur on February 28, 2023. *Id.* at ¶ 14. For approximately 12
2 years, Ms. Zimmerman declined the flu vaccine for religious reasons. *Id.* at ¶ 6 The hospital
3 accommodated this denial by withholding the name tag sticker that indicated whether the
4 employee had received a flu shot and by requiring that she wear a mask, along with the ordinary
5 measures used in hospitals to prevent the transmission of communicable diseases such as hand
6 washing between patients. *Id.* at ¶ 7. After the COVID-19 vaccine became mandatory, she was
7 told by her primary care physician that she should decline it on medical grounds. *Id.* at ¶ 18.
8 However, this medical exemption was denied by PeaceHealth forcing her to reveal her deeply
9 personal religious beliefs to her employer. *Id.* Ms. Zimmerman was told she could use her
10 extended illness hours (“EIB”) to help defray the costs of indefinite leave. *Id.* at ¶ 19. However,
11 this request was denied because PeaceHealth claimed she was on personal leave rather than leave
12 because they considered her a medical risk. *Id.* at ¶ 19. She was told this denial was a “blanket”
13 denial by PeaceHealth to prevent those on exemptions from accessing this benefit. *Id.* at ¶ 19.
14 The loss of Ms. Zimmerman’s employment at PeaceHealth has severely impacted her and her
15 family’s financial, physical, and emotional well-being. She details some of her damages in her
16 declaration. *Id.* at ¶ 19. She received a right to sue letter from the Employment Opportunities
17 Commission (“EEOC”) on September 13, 2022.

18 7. Plaintiff, **CHRISTINA AST**, worked as a floor nurse and a charge nurse at St.
19 John Medical Center in the PeaceHealth System. Ast Decl. ¶ 4. She has multiple certificates and
20 awards from patients, coworkers and administration. Ast Decl. ¶ 5. She has never received any
21 kind of discipline from PeaceHealth. Ast Decl. ¶ 5. She worked throughout the pandemic using
22 a full-face shield, isolation gown, gloved, and N95 mask during her 12-to-13-hour shift. After
23 the vaccinations became available, Doctors would make comments in her presence that his was a
24 pandemic of the unvaccinated and that there was no reason not to be vaccinated, clearing

1 reflecting a general consensus that religious belief was not an acceptable reason for refusing the
2 vaccine. One the mandate was announced, it was made clear in the daily between-shift huddles,
3 that no medical exemptions would be granted, and that without exception everyone needed to be
4 vaccinated. After being denied a medical exemption for the COVID-19 vaccine, Ms. Ast prayed
5 and fasted about getting the vaccine. She felt no peace about it and so, On August 7, 2021, she
6 submitted a written, signed religious exemption which was accepted but not accommodated
7 resulting in unpaid administrative leave. Ast Decl. 9. Her accommodation request included
8 wearing the N-95 mask, face shield, gloves, and isolation gown as she had been doing
9 throughout the pandemic. Ast Decl. ¶¶ 11, 12. On August 18, 2021, PeaceHealth declined
10 accommodation by stating, “PeaceHealth has made the clinical determination that contact
11 between unvaccinated caregivers and patients, caregivers or other community members in our
12 facilities poses an unacceptable health and safety risk.” Ast Decl. 13. Prior to this letter, she was
13 not given any type of individual meeting with the committee making the decision nor told who
14 was on the committee making the decision. Ast Decl. 14. She was put on administrative leave
15 on September 1, 2021, which expired December 31, 2021. This administrative leave was
16 reviewed and reinstated on December 17, 2021, March 25, 2022, June 23, 2022, August 30,
17 2022, and November 30, 2022, and February 28, 2023. *Id.* at 19. Ms. Ast was hired on March 9,
18 2008, and has never received a negative review or been disciplined while at PeaceHealth. *Id.* at ¶
19 ¶ 5. Ms. Ast’s family relies on her employment for health insurance, mortgage payment, food,
20 caring for family and retirement. The loss of her employment has a severe impact on Ms. Ast
21 and her family’s financial, physical, mental and emotional well-being. Her recent mortgage was
22 based in part upon her income. This loss has meant that she and her husband have not been able
23 to afford an eye exam to get a new prescription for over a year. This impacts her husband’s
24 ability to do his job. Additionally, the loss of retirement benefits and the need to use savings

1 hasinj had a dramatic impact to her retirement plans. To make ends meet, her ailing mother has
2 had to move in with them. This stress has impacted her marriage and other relationships
3 negatively. She received a right to sue letter from the EEOC on September 19, 2022.

4 8. Plaintiff **CYNTHIA HAEHNEL** is an LPN at the PeaceHealth Cardiology Clinic
5 in Bellingham, WA from the summer of 2008, until August 31, 2021. Haehnel Decl. ¶ 4. She
6 has a excellent employment record and has no disciplinary record. *Id.* at ¶ 5. She worked
7 throughout the pandemic safely using appropriate precautions. *Id.* at ¶ 6. Based on a fear she
8 could lose the use of her left leg, her primary care physician wrote a medical exemption for her,
9 which she submitted a medical exemption three times, and was denied all three times. *Id.*
10 Cynthia Haehnel, after learning of the use of fetal tissue in the vaccines, submitted a signed
11 written religious objection and request for an accommodation from PeaceHealth’s Mandatory
12 COVID-19 Vaccination Policy on August 29, 2021. *Id.* at ¶ 8. PeaceHealth refused to provide a
13 reasonable accommodation. *Id.* at ¶ 10. No individualized process was offered or allowed. *Id.*
14 at ¶ 11. She was put on administrative leave on September 1, 2021, which expired December 31,
15 2021. *Id.* at ¶¶ 12-15. This administrative leave was reviewed and reinstated on December 17,
16 2021, March 25, 2022, June 23, 2022, August 30, 2022, and November 30, 2022, February 28,
17 2023. Cynthia Haehnel’s family relies on her employment for health insurance as well as for
18 helping to pay for education expenses for her daughter. *Id.* at ¶ 16. The loss of Cynthia
19 Haehnel’s employment has severely impacted Plaintiff Haehnel and her family’s financial and
20 physical well-being. *Id.* This loss of active employment has been difficult mentally. *Id.* Cynthia
21 had hoped to end her career in the PeaceHealth Cardiology clinic. Cynthia was in a serious
22 motorcycle accident versus a semi-truck in her youth. When Cynthia attempted to get into
23 nursing school they did not want to allow her admittance, as they said Cynthia was “too
24 crippled” to do the job. She persisted and was accepted into nursing school. Cynthia worked with

1 one M.D. who would call her gimpy. She managed to work 28 years in cardiology clinics.
2 Cynthia's last job at PeaceHealth was ideal for her and her disabilities. She had her own office in
3 which she kept a box under her desk on which to elevate her impaired leg. Without elevating her
4 leg between patients, it would have been very difficult to walk at the end of the day. She
5 received a right to sue letter from the EEOC on March 6, 2023.

6 9. Plaintiff **MARGARET SMARR** worked as a Registered Nurse at PeaceHealth
7 St. John's medical center in the PeaceHealth system beginning January 5, 2021. Smarr Decl. at ¶
8 4. Ms. Smarr has an unblemished work record. *Id.* at ¶ 5. Ms. Smarr submitted and signed,
9 written religious objection and request for an accommodations from PeaceHealth's mandatory
10 COVID-19 Vaccination Policy which was accepted on August 23, 2021. *Id.* at ¶ 8. PeaceHealth
11 then threatened to revoke her religious exemption unless she filled out a different form by
12 October 17, 2021. *Id.* at ¶ 10. PeaceHealth denied her reasonable accommodation. *Id.* Instead,
13 she was put on administrative leave which she remains on to the present. *Id.* at ¶¶ 11-14. Ms.
14 Smarr and her family had recently moved and relied on her contribution in order to pay for bills,
15 mortgage, school loan debt, and health insurance for the family. *Id.* at ¶ 15. She was about 7
16 months pregnant at time of being placed on unpaid leave. *Id.* The sudden single month notice
17 that she would lose both her income and health insurance necessary to support her growing
18 family caused stress for the whole family. *Id.* There were large amounts of anxiety around
19 getting coverage for the birth, OB/gyn visits, postpartum care, and newborn/well child
20 appointments coming quickly. *Id.* What was supposed to be an exciting life event turned into a
21 fearful and stressful one. *Id.* She also faced harassment from coworkers on her unit before her
22 forced unpaid leave. *Id.* It was mentally exhausting having to defend herself, being called
23 selfish, having the understaffing being blamed on her when she went into nursing to help people
24 and wanted to continue working. *Id.* Meanwhile she tried to communicate with HR,

1 management, and the nurses union about accommodations so that she could continue to provide
2 patient care but was flat out refused any accommodations to continue working. *Id.* She found
3 herself locked from her work email and when she tried to contact her manager to gain access to
4 her communications with HR, she learned the manager had quit and someone new had taken
5 over. *Id.* Ms. Smarr felt abandoned by her employer, and lost her trust in the PeaceHealth
6 system. *Id.* She has spent years of her life dedicated to becoming a nurse and is scarred from the
7 actions PeaceHealth took without regard to her or to the employees unvaccinated,
8 unaccommodated employees (like her), and to the remaining PeaceHealth employees who are
9 left in an understaffed environment. *Id.* She received a right to sue letter from the Washington
10 Human Rights Commission on January 28, 2022.

11 10. Plaintiff **MICAH BURR** worked as a Registered Nurse at PeaceHealth St. John
12 Medical Center in the PeaceHealth System from April 18, 2004 through August 31, 2021. Burr
13 Decl. at ¶ 4. He has been an exemplary employee and never been disciplined during his tenure at
14 PeaceHealth. *Id.* at ¶ 5. Micah submitted a signed, written request for an exemption and
15 accommodation from PeaceHealth's Mandatory COVID-19 Vaccination Policy on August 13,
16 2021. *Id.* at ¶ 8. On August 24, 2021, PeaceHealth refused to provide his reasonable
17 accommodation request that he had used successfully for a year and a half. *Id.* at ¶¶ 9-10.
18 Instead, he was forced onto indefinite unpaid leave and lost his benefits and income. *Id.* at ¶¶
19 11-14. Micah is the sole income and provider for his family. *Id.* at ¶ 15. His family relies on his
20 employment for health insurance as well as all day-to-day living expenses and paying all the bills
21 for the entire family. *Id.* The loss of Micah's employment has placed a severe financial burden
22 on him and his family. *Id.* This employment loss has also had a direct impact on his mental and
23 emotional well-being. *Id.*

1 11. Plaintiff **SARAH BEAM** worked as a Surgical/ OB Technologist in the
2 PeaceHealth St. Joseph Medical Center in the PeaceHealth System from July 9, 2007 through
3 September 1, 2021. *Id.* at ¶ 4. During her tenure at PeaceHealth she received no discipline. *Id.*
4 at ¶ 5. Sarah Beam submitted a signed, written request for an exemption and accommodation
5 from PeaceHealth’s Mandatory COVID-19 Vaccination Policy on August 26, 2021. *Id.* at ¶ 10.
6 Her reasonable accommodation request included the precautions she had successfully used for
7 the previous year and a half to include testing as needed. *Id.* at ¶ 11. PeaceHealth refused to
8 provide the reasonable accommodation she requested. *Id.* at ¶ 12. Sarah was pregnant with her
9 fifth child. when she lost her income causing extra stress and concern about providing for her
10 growing family. *Id.* at ¶ 15. Additionally, bills have been paid late and even at that overdraft
11 fees have occurred. She has lost retirement benefits as well. *Id.* The loss of Sarah Beam’s
12 income has severely impacted her family’s financial and mental well-being. *Id.* She received a
13 right to sue letter from the Employment Opportunities Commission (“EEOC”) on January 28,
14 2022.

15 12. Plaintiff **JUSTIN SYRING** worked as a Registered Nurse in the PeaceHealth St.
16 John Medical Center in the PeaceHealth System from December 7, 2020, through September 1,
17 2021. Syring Decl. at ¶ 4. Justin Syring has an unblemished employment record at PeaceHealth.
18 *Id.* at ¶ 5. Justin Syring submitted a signed, written religious objection and request for an
19 accommodation from PeaceHealth’s Mandatory COVID-19 Vaccination Policy on August 16,
20 2021. *Id.* at ¶ 9. Despite previously accepting declinations for the flu vaccine without requiring
21 a review of the reasons for declining, PeaceHealth completely revamped the process of declining
22 a vaccine requiring Justin to plead with a committee of reviewers to be allowed to adhere to his
23 personal beliefs and refuse the vaccine. *Id.* at ¶ 10. He was then threatened with a revocation of
24 his exemption if he did not repeat the process on September 20, 2021, after already being

1 relegated to administrative leave beginning September 1, 2021. *Id.* at ¶¶ 15-18. PeaceHealth
2 denied his reasonable accommodation request of continuing the infection control measures that
3 had been used for over a year and a half, without any kind of individualized meeting, assessment,
4 or process. *Id.* at ¶ 11-14. He was in fact told by his Nurse Manager and Program Director that
5 no accommodations would be granted. *Id.* at ¶ 11. Right up until he was forced to leave, he was
6 required to work in direct contact with COVID positive patients. *Id.* at ¶ 16. Justin Syring's
7 family relies on his employment for health insurance and to support his family financially. *Id.* at
8 ¶ 21. Financial uncertainty and inability to pay for college for a career change has caused added
9 mental stress. *Id.* Due to the prolonged leave without pay, he will not have the minimum yearly
10 nursing hours required to maintain his license and will be ineligible to work as a Registered
11 Nurse after March 25, 2023, which is causing greater financial and emotional stress. *Id.* He
12 received a right to sue letter from the EEOC on January 30, 2023.

13 13. Plaintiff **REBECCA LAUGHLIN** is a Visiting RN at PeaceHealth Sacred Heart
14 Home Health in the PeaceHealth System from August 19, 2012 through August 31, 2021.
15 Laughlin Decl. at ¶ 4. She has an unblemished work record. *Id.* at ¶ 5. Rebecca Laughlin
16 submitted a signed, written religious objection and a request for an accommodation from
17 PeaceHealth's Mandatory COVID-19 Vaccination Policy on August 17, 2021. *Id.* at ¶ 11.
18 PeaceHealth denied her reasonable accommodation request on September 2, 2021. *Id.* at ¶ 14.
19 She was granted a meeting on September 7, 2021, with her manager and Human Resources, but
20 no accommodation was allowed. *Id.* at ¶ 14. She had to complete a second form on September
21 21, 2021, or risk a revocation of her exemption. *Id.* at ¶ 15. She remains on indefinite unpaid
22 administrative leave. *Id.* at ¶ 19. Rebecca Laughlin relies on her employment for health
23 insurance as well as for paying living expenses, rent, and bills for herself. *Id.* at ¶ 20. The loss
24 of Rebecca Laughlin's employment has severely impacted her financial and emotional well-

1 being as the sole income provider for herself, which currently consists of 16 months of lost
2 wages and benefits. *Id.* She received a right to sue letter from the EEOC.

3 14. Plaintiff **LILIYA DUDIK** is a Registered Nurse at the PeaceHealth Southwest
4 Medical Center in the PeaceHealth System. Ms. Dudik submitted a signed, written request for an
5 exemption and accommodation from PeaceHealth's Mandatory COVID-19 Vaccination Policy,
6 but PeaceHealth refused to provide a reasonable accommodation. Ms. Dudik's family relies on
7 her employment for health insurance as well as for paying education expenses for her son. The
8 loss of her employment has severely impact her and her family's, financial and physical well-
9 being.

10 15. Plaintiff **GEORGE ALLEN** is a Stationary Engineer in the PeaceHealth
11 Southwest Medical Center in the PeaceHealth System. Mr. Allen submitted a signed, written
12 request for an exemption and accommodation from PeaceHealth's Mandatory COVID-19
13 Vaccination Policy, but PeaceHealth refused to provide a reasonable accommodation. Mr.
14 Allen's family relies on his employment for health insurance, and maintenance.

15 16. Plaintiff **VICTORIA FISHER** worked as a Charge Nurse in the PeaceHealth St.
16 John Medical Center in the PeaceHealth System from July 2006, until September 1, 2021. Fisher
17 Decl. at ¶ 4. She has received awards for her work at PeaceHealth and has never had any
18 disciplinary issues. *Id.* at ¶ 5. Ms. Fisher submitted a signed, written religious objection to the
19 COVID-19 vaccine and requested an accommodation on August 18, 2021. *Id.* at ¶ 8-9.
20 PeaceHealth denied her reasonable accommodation request. *Id.* at ¶ 10. She has been on
21 indefinite unpaid leave since October 31, 2021, after her Paid Time Off benefits were exhausted.
22 *Id.* at ¶¶ 11-14. Ms. Fisher is the primary income earner for her family and they rely on her
23 employment for health insurance and general financial maintenance. *Id.* at ¶ 15. The loss of her
24 employment has severely impacted her and her family's, financial and physical and

1 psychological well-being. *Id.* She received a right to sue letter from the EEOC on March 17,
2 2023.

3 17. Plaintiff **MELISSA KOLB** worked as a Cath Lab RN in the PeaceHealth
4 Southwest Medical Center in the PeaceHealth System from September 21, 1992, through
5 September 1, 2021. Kolb Decl. at ¶ 4. During her many years at PeaceHealth, she was an
6 exemplary employee. *Id.* at ¶ 5. Ms. Kolb submitted a signed, written religious objection and
7 request for an accommodation from PeaceHealth's Mandatory COVID-19 Vaccination Policy on
8 August 30, 2021. *Id.* at ¶ 11, 12. She continues on indefinite unpaid leave to present. *Id.* at ¶¶
9 15-18. PeaceHealth refused her reasonable accommodation request. *Id.* at ¶ 13. Though she
10 was told she could apply for remote positions, all remote positions stated that they required the
11 vaccine. *Id.* She was given no opportunity or help to find a reasonable accommodation. *Id.* at ¶
12 13-14. Ms. Kolb describes the hostile environment that developed at PeaceHealth as feeling like
13 she was singled out and clearly made an example because her vaccine status was clear for all to
14 see. *Id.* at ¶ 18. She also experienced situational Depression and had to take medical leave while
15 she recovered. *Id.* Ms. Kolb's family relies on her employment for health insurance as well as
16 general family maintenance. She had to leave her family to find work in Montana in order to pay
17 for their mortgage and for her daughter's college expenses. Ultimately, she lost her home. *Id.* at
18 ¶ 18. She lists her damages in her declaration. *Id.* at ¶ 18.

19 18. Plaintiff **HEIDI L. COFFMAN** worked at PeaceHealth from December 16,
20 2019, through September 1, 2021 as a Patient Access Representative. Coffman Decl. at ¶ 4. She
21 was never disciplined during her tenure at PeaceHealth. *Id.* at ¶ 5. On August 30, 2021, she
22 submitted a written religious exemption and accommodation request via email. *Id.* at ¶ 11. She
23 was willing to continue to work as she had for the previous year and a half. *Id.* at ¶ 12.
24 PeaceHealth refused her reasonable accommodation request. *Id.* at ¶ 13. She had no PTO to rely

1 upon and so has been without pay since September 1, 2021. *Id.* at ¶¶ 14-16. As a result of
2 PeaceHealth’s actions, she was unable to purchase her first home which she and her boyfriend
3 were relying upon in order to care for his teenage sister when her terminally ill mother passed
4 away. *Id.* at ¶ 17.

5 19. Plaintiff **EMMA DOORNBOS** worked at PeaceHealth from January 2021
6 through August 31, 2021, as a Staffing Specialist. Doornbos Decl. ¶ 4. She was never
7 disciplined during her short tenure at PeaceHealth. *Id.* at ¶ 5. On or about August 15, 2021, she
8 submitted a written religious objection to the vaccine and an accommodation request. *Id.* at ¶¶
9 10-11. Without any individualized meeting, her accommodation request was rejected on
10 September 1, 2021. *Id.* at ¶¶ 12-13. Ms. Doornbos has personal knowledge of the risk of the
11 COVID-19 vaccines, as her aunt died after receiving one. *Id.* at ¶ 18. Because of the adverse
12 employment action of indefinite unpaid leave, Ms. Doornbos was denied unemployment
13 benefits. *Id.* She has been able to mitigate her damages by finding employment elsewhere. *Id.*
14 She received a right to sue letter from the Employment Opportunities Commission (“EEOC”) on
15 December 28, 2022.

16 20. Plaintiff **KRISTIN ELLISON** worked at PeaceHealth from July 2018, until
17 August 31, 2021, as a Registered Nurse. Ellison Decl. at ¶ 4. She has never been disciplined.
18 *Id.* at ¶ 5. She opted out of the flu vaccine for years based on a previous vaccine reaction, which
19 was always honored by PeaceHealth prior to the pandemic. *Id.* at ¶¶ 7-8. She submitted a
20 vaccine religious objection and accommodation request on August 30, 2021. *Id.* at ¶¶ 11-12.
21 Her reasonable accommodation was rejected by PeaceHealth without any individualized meeting
22 or assessment. *Id.* at ¶ 14-15. She has been on indefinite administrative leave since September
23 1, 2021, with all benefits suspended since November 2021. *Id.* at ¶¶ 17-19. Because of the loss

1 of income, her family's debts have increased and she has suffered sever anxiety. *Id.* at ¶ 20. She
2 received a right to sue letter from the EEOC on March 20, 2023.

3 21. Plaintiff **ALIVIA VEGA** worked as a House supervisor in the PeaceHealth St.
4 Joseph. Medical Center in the PeaceHealth System beginning on January 9, 2016. *Id.* at ¶ 4. She
5 has an unblemished employment record. *Id.* at ¶ 5. Alivia Vega submitted a signed, written
6 religious objection from PeaceHealth's Mandatory COVID-19 Vaccination Policy and a request
7 for an accommodation, but PeaceHealth denied her reasonable accommodation. *Id.* at ¶¶ 11-15.
8 Alivia's family relies on her employment for general support, health insurance and mortgage
9 payments on the house they bought only a month prior to the mandate. *Id.* at ¶ 20. The loss of
10 Alivia Vegas employment has severely impacted her and her family's, financial and physical
11 well-being. She received a right to sue letter from the EEOC on March 28, 2023.

12 22. Plaintiff **KAREN F. WICKEN** is a Registered Nurse in the PeaceHealth St.
13 Johns Medical Center in the PeaceHealth System. *Id.* at ¶ 4-5. Karen F. Wicken submitted a
14 signed, written religious objection to PeaceHealth's Mandatory COVID-19 Vaccination Policy
15 and request for an accommodation, but PeaceHealth denied her reasonable accommodation and
16 put her on indefinite unpaid leave instead. *Id.* at ¶¶ 6-18. Being the sole provider, Karen F.
17 Wicken's family relies on her employment to live, for health insurance as well as for paying
18 education expenses for her daughter. *Id.* at ¶ 19. The loss of Karen F. Wicken's employment
19 has severely impacted her and her family's financial, physical and emotional well-being. *Id.*
20 She received a right to sue letter from the EEOC on June 22, 2022.

21 23. Plaintiff **ANASTASIA YUDIN** worked at PeaceHealth as a pharmacy tech from
22 August 7, 2018, until put on indefinite unpaid administrative leave on September 1, 2021. Yudin
23 Decl. at ¶¶ 4, 15-18. Anastasia Yudin submitted a signed, written religious objection to
24 PeaceHealth's Mandatory COVID-19 Vaccination Policy and request for an accommodation, but

1 PeaceHealth denied her reasonable accommodation. *Id.* at ¶¶ 6-14. The loss of medical
2 insurance has been a financial strain on the family trying to pay for insulin for her husband. *Id.*
3 at ¶ 19. Her family also lives from month to month worried about paying bills and buying
4 groceries. *Id.*

5 24. Plaintiff **AMY MAKARENKO** worked as a surgical technologist at PeaceHealth
6 Southwest Medical Center from October 16, 2017 through August 31, 2021. Makarenko Decl. at
7 ¶ 4. She had an unblemished employment record. *Id.* at ¶ 5. Ms. Makarenko submitted a
8 written religious objection and request for accommodation from the mandatory COVID -19
9 vaccination on August 27, 2021. *Id.* at ¶ 10. PeaceHealth denied her reasonable accommodation
10 request on September 28, 2021. *Id.* at ¶ 12. Ms. Marenko's family relied on her income for
11 insurance and to help pay the mortgage and car payment. *Id.* at ¶ 16. She has had to dip into
12 retirement to make ends meet. *Id.* The loss of Ms. Marenko's employment has severely
13 impacted her and her family's financial, physical and emotional well-being.

14 25. Plaintiff **KARALEE MATSON** worked at PeaceHealth beginning September 9,
15 2003, as a Registered Nurse. She has an unblemished employment record. *Id.* at ¶ 5. She was
16 on unpaid leave because of her religious exemption until March 11, 2022, at which time she was
17 forced to resign in order to get access to her retirement funds. *Id.* at ¶¶ 9-15. She has been able
18 to mitigate her damages by securing a job at a different hospital who allows her to work
19 unvaccinated. *Id.* at ¶ 16. However, the pay, benefits are lower, and seniority has been lost. *Id.*

20 26. Plaintiff **DAWN K. THORPE** worked as a Registered Nurse at PeaceHealth
21 February 2000, through August 31, 2021. Thorpe Decl. at ¶ 4. Dawn Thorpe has been an
22 exemplary employee and never been disciplined at PeaceHealth. *Id.* at ¶ 5. Dawn Thorpe
23 submitted a signed, written religious objection and a request for an accommodation from
24 PeaceHealth's Mandatory COVID-19 Vaccination Policy on August 20, 2021. *Id.* at ¶ 11. On

1 August 27, 2021, PeaceHealth refused to provide her reasonable accommodation request that she
2 had used successfully for a year and a half without any kind of individualized assessment or
3 cooperative procedure. *Id.* at ¶¶ 13-14. Instead, Dawn Thorpe was forced onto indefinite
4 unpaid leave and lost her benefits and income. *Id.* at ¶¶ 15-18. Dawn has experienced extreme
5 financial hardship since being put on indefinite unpaid leave. *Id.* at 19. She received a right to
6 sue letter from the EEOC on January 11, 2023.

7 27. Plaintiff **VALIA TSIPORENKO** worked as a Registered Nurse for PeaceHealth
8 beginning in July 2015. Tsiporenko Decl. at ¶ 4. Valia Tsiporenko has an unblemished
9 employment record. *Id.* at ¶ 5. Valia Tsiporenko previously opted out of the mandatory flu
10 vaccine through the simple declination process, and was granted the accommodation of wearing
11 a mask during flu season and not being given a sticker for her badge. *Id.* at ¶ 6-8. Like others
12 she successfully worked throughout the pandemic using mitigation protocols that were common
13 throughout the hospital. *Id.* at ¶ 9. She submitted her religious objection to the COVID-19
14 vaccine and request for accommodation on August 10, 2021. *Id.* at ¶ 11. Her reasonable
15 accommodation request of continuing to work as she and all others had for a year and a half was
16 denied on September 2, 2021. *Id.* at ¶¶ 12-13. She was required to go on administrative leave
17 and forgo all benefits once her PTO was exhausted. *Id.* at ¶¶ 14-16. She was pregnant with her
18 fifth child when being put on administrative leave. *Id.* at ¶ 17. The leave put her under great
19 strain financially, emotionally, and relationally. *Id.* It ultimately ended with her having a
20 miscarriage to her great grief and sorrow. *Id.* She received a right to sue letter from the EEOC
21 on February 13, 2023.

22 28. Plaintiff **AMY ELIZABETH REED** worked as a Registered Nurse in the
23 PeaceHealth Southwest Medical Center in the PeaceHealth System from May 9, 2011, until
24 August 29, 2021. Reed Decl. at ¶ 4. She has an unblemished work record and has never

1 suffered any discipline. *Id.* at ¶ 5. Before the pandemic, Ms. Reed opted out of the flu shot,
2 which was a simple declination, and was given the accommodation of a sticker being absent
3 from her badge and wearing a mask during flu season. *Id.* at ¶¶ 7-8. Like others Amy Elizabeth
4 Reed worked throughout the pandemic using infection prevention protocols. *Id.* at ¶ 9. Amy
5 Elizabeth Reed submitted a signed, written religious objection and a request for an
6 accommodation from PeaceHealth's Mandatory COVID-19 Vaccination Policy, but PeaceHealth
7 denied her reasonable accommodation of continuing the prevention protocols which had worked
8 for a year and a half. *Id.* at ¶¶ 10-13. She was, instead, put on administrative leave. *Id.* at ¶¶ 14-
9 17. Administrative leave without pay has impacted her financially and emotionally. *Id.* at ¶ 18.
10 Ms. Reed is the primary provider for her family, and has had to support her family by savings
11 she was planning on using for retirement, as well as having to take distributions from her
12 retirement accounts at Fidelity to survive. *Id.* She is close to retirement age but being in good
13 health, had planned to work a few more years to accomplish a comfortable retirement. *Id.* Now
14 she is unsure of the future. *Id.* Social Security will barely cover her financial needs and most of
15 her savings are depleted. *Id.* She received a right to sue letter from the EEOC on February 16,
16 2023.

17 29. Plaintiff **JAMES W. ZELLER** worked at PeaceHealth as a Hospital Pharmacist
18 beginning February 2016, until put on indefinite unpaid administrative leave on September 1,
19 2021. Zeller Decl. at ¶¶ 4, 15-18. James Zeller submitted a signed, written religious objection to
20 PeaceHealth's Mandatory COVID-19 Vaccination Policy and request for an accommodation, but
21 PeaceHealth denied her reasonable accommodation. *Id.* at ¶¶ 6-14. James Zeller is the sole
22 provider for himself and his disabled wife. *Id.* at ¶ 19. Because he is nearing retirement, this
23 puts a bigger strain on his income as he needed these final working years to acquire adequate

1 retirement savings. *Id.* Additionally, they have been without health insurance which compounds
2 the financial and emotional issues. *Id.*

3 30. Plaintiff **KAREN BRANCH** is a Laboratory Assistant at the Peace Health
4 Southwest Washington Medical Center in the Peace Health System. Karen Branch submitted a
5 signed, written request for an exemption and accommodation from Peace Health’s Mandatory
6 COVID-19 Vaccination Policy, but Peace Health refused to provide a reasonable
7 accommodation. The loss of Karen Branch’s employment has severely impact her and her
8 family’s, financial, physical, mental and emotional well-being. Please see her declaration which
9 is incorporated herein. Branch Decl.

10 31. Plaintiff **ANNA MEADOWS** was a Certified Nursing Assistant for PeaceHealth
11 from May 2017, until October, 2021, when she was placed on administrative leave without pay
12 due to his “non-compliant” status with PeaceHealth’s COVID-19 vaccine requirement. Meadows
13 Decl. ¶¶ 4, 14. Plaintiff Meadows submitted a written request for a medical exemption and
14 accommodation on August 27, 2021, from PeaceHealth’s Mandatory COVID-19 vaccination
15 Policy. On October 29, 2021, PeaceHealth accepted the exemption request but refused to provide
16 an accommodation. *Id.* at ¶¶ 11, 14. Meadows transmitted the religious exemption request
17 electronically to the Human Resources department and provided a printed copy to her boss; six
18 weeks after providing these documents, Meadows was informed that neither was received and
19 that she would need to resubmit or receive disciplinary action. *Id.* at ¶ 12. Meadows offered self-
20 accommodations for the COVID vaccination, including: mask wearing, self-reporting COVID-
21 19 symptoms, and staying home if she had a positive COVID-19 test. *Id.* at ¶ 13. Meadows had
22 previously received an exemption from the flu vaccine, which did not require a religious
23 attestation. The flu vaccine exemption included: wearing a face mask and not receiving a sticker
24 (indicating receipt of the flu vaccine) on her name tag. *Id.* at ¶¶ 6-8. Nichols was placed on

1 administrative leave without pay on September 1, 2021, was locked out of email immediately,
2 and was required to exhaust PTO prior to being placed on leave without an individualized
3 assessment for his accommodation request. *Id.* at ¶¶ 12-15. After exhausting her PTO, Meadows
4 was placed on unpaid administrative leave, beginning December 31, 2021, and she has remained
5 on administrative leave without pay since that time, causing Meadows to lose her position in a
6 nursing program, where she was commencing the third of six quarters. *Id.* at ¶ 20. Meadows was
7 also unable to receive unemployment benefits as her employment (CNA) was in high demand.

8 32. Plaintiff **MARIA O'NEILL** is a CMA in the PeaceHealth Southwest Medical
9 Center, in the PeaceHealth System. Maria O'Neill submitted a signed, written request for an
10 exemption and accommodation from PeaceHealth's Mandatory COVID-19 Vaccination Policy,
11 but PeaceHealth refused to provide a reasonable accommodation. Maria's family relies on her
12 employment for health insurance and contributing to monthly expenses. The loss of Maria's
13 employment has severely impacted her and her family's, financial and physical well-being.
14 Emotionally her state of mind and has resulted in decreased confidence. She is unable to obtain
15 employment in the medical field, even with professional education, training, and certification,
16 due to the vaccine mandate. Ms. O'Neill's age presents a compounding issue for new
17 employment.

18 33. Plaintiff **LEONID KOLBERT** worked as a Hospital Maintenance Engineer for
19 PeaceHealth from October 2013 until August 1, 2021. He has an unblemished employment
20 record. He submitted a religious objection against the COVID-19 vaccine and reasonable
21 accommodation request. PeaceHealth denied his reasonable accommodation and put him on
22 indefinite unpaid administrative leave. In order to provide for his family of six he has had to use
23 retirement savings.

24 34. Plaintiff **RENEE AITCHISON** worked as a RN who worked as a floor and

1 charge nurse. Aitchison Decl. ¶ 4. She has an exemplary employment record, is reliable and
2 loyal and has never been disciplined. Aitchison Decl. ¶ 5. Throughout the pandemic, she wore
3 an N-95 masks, gowns, gloved and a face shield. She was refused a sticker on her badge
4 revealing her health information regarding her vaccination status publicly. Aitchison Decl. 7. In
5 addition, all “non-compliant” (unvaccinated) employees were listed in the charge nurse book,
6 which everyone had access to. Aitchison Decl. 16. As a result of this, she was subjected to
7 harassment by other employees about her vaccination status and comments about her selfishness.
8 Aitchison Decl. ¶ 15. Employees would also walk out of the lunchroom if they noticed an
9 unvaccinated employee. Aitchison Decl. ¶ 15. On August 20, 2021, she submitted a religious
10 exemption request. Aitchison Decl. 9. She found the process of refusing the vaccine very
11 confusing. Aitchison Decl. ¶ 6. She wrote a letter regarding her religious objection, which was
12 accepted and approved, but no accommodation was given. Aitchison Decl. 6, 11. She requested
13 several accommodation options: she was willing to explore other opportunities or
14 accommodations such as remote work, reviewing fetal monitoring strips for classes in our unit or
15 wearing the same PPE she had been using without incident from the beginning. Aitchinson Decl.
16 10. However, on September 27, 2021, she was threatened with revocation of her religious
17 exemption if she did not refile her exemption request on a new form, by October 18, 2021, to be
18 in compliance with the state requirements. Aitchison Decl. ¶ 6. She complied with this second
19 request on October 15, 2021. Aitchison Decl. ¶ 6. On September 9, 2021, she inquired of Human
20 Resources why she had no access to her work email, to which they replied that when people go
21 on leave, access to their email is denied. Aitchison Decl. ¶ 12. On October 29, she was again
22 informed she would remain on unpaid administrative leave. This leave has been extended 5 times
23 and she remains on unpaid administrative leave to the present. Aitchison Decl. 13.

24 35. Plaintiff **LORI BARCLAY** worked at PeaceHealth from November 5, 2007, until

1 September 1, 2021, as a Surgical/OB Technologist. Barclay Decl. at ¶ 4. She was a reliable
2 worker with no discipline from PeaceHealth. *Id.* at ¶ 5. Though the flu shot had been required
3 for years, she opted out for medical reasons. *Id.* at ¶ 6. Until 2020 the process was a simple
4 declination, but in 2020 she had to get her doctor to sign a declination for her. *Id.* at ¶ 7. Despite
5 her medical condition or the opinion of her primary care physician, she was forced to receive the
6 flu shot in 2020 or be terminated. *Id.* at ¶ 8. Like all healthcare workers, she performed her
7 duties throughout 2020 despite the pandemic. *Id.* at ¶ 9. On August 30, 2021, she submitted a
8 religious exemption and accommodation request and was willing to continue with the safety
9 standards that she had always used to prevent infection or illness transmission plus the extra
10 precautions such as temperature checks, testing, and other pandemic standards. *Id.* at ¶ 12. On
11 September 3, 2021, her exemption was accepted but her reasonable accommodation request was
12 rejected. *Id.* at ¶ 13. She was deprived of any kind of individualized meeting or process for
13 accommodation, and was never informed of who was making the final decision. *Id.* at ¶ 14. She
14 was then forced on administrative leave, communications were limited because she could not
15 access her email and on October 31, all benefits ended. *Id.* at ¶ 15-17. The indefinite unpaid
16 leave is renewed approximately every three months and continues to this day. *Id.* at ¶ 18. The
17 loss of income has forced her to use retirement and has limited her ability to help support her
18 daughter while in college. She lives with an unfinished kitchen remodel because of the abrupt
19 loss of her income.

20 36. Plaintiff **MCKENZIE SMITH** worked as a Registered Nurse for PeaceHealth
21 from August 17, 2020, until August 31, 2021. Smith Decl. at ¶ 4. McKenzie Smith has an
22 unblemished employment record at PeaceHealth. *Id.* at ¶ 5. She submitted her religious
23 declination for the vaccine August 18, 2021, and her accommodation request included all of the
24 methods that had worked for a year and a half, plus options such as being a bilingual translator or

1 phone monitor. *Id.* at ¶¶ 11-12. PeaceHealth informed her that she was exempted but not given
2 any of the reasonable accommodations she requested on September 2, 2021. *Id.* at ¶ 13. Instead
3 she was put on indefinite unpaid administrative leave and all benefits were discontinued. *Id.* at
4 ¶¶ 14-17. Indefinite unpaid leave has caused loss of health insurance with the accompanying an
5 ability to manage chronic health issues and financial instability. *Id.* at ¶ 18.

6 37. Plaintiff **KATHERINE STRUIKSMA** worked as a Registered Nurse for
7 PeaceHealth beginning in August 2008. *Id.* at ¶ 4. Katherine Struiksma has an unblemished
8 employment record. *Id.* at ¶ 5. She worked diligently throughout the pandemic and successfully
9 used the recommended protocols for infection prevention. *Id.* at ¶ 6. Katherine Struiksma took
10 the declination of the COVID-19 vaccine very seriously, praying and considering for weeks
11 before submitting a religious declination and accommodation request. *Id.* at ¶¶ 9-10. Her
12 reasonable and tried and true accommodation was denied. *Id.* at ¶ 11. She had to reach out to
13 her manager to learn of her accommodation denial because the standard forms of communication
14 were withdrawn, as access to work email was prohibited by PeaceHealth after September 1,
15 2021. *Id.* Katherine Struiksma was told that, despite still being officially employed, that if she
16 set foot on PeaceHealth property that she would be considered a trespasser and escorted off like a
17 common criminal. *Id.* at ¶ 16. This has caused her to have to be treated for stress and anxiety.
18 *Id.*

19 38. Plaintiff **CLAUDIA DELGADO** worked at PeaceHealth from November 12,
20 2018, through August 31, 2021, as a Certified Nursing Assistant. *Id.* at ¶ 4. She was never
21 disciplined during her tenure. *Id.* at ¶ 5. She submitted her religious declination for the vaccine
22 August 16, 2021, and her accommodation request included all of the methods that had worked
23 for a year and a half, plus options such as being a bilingual translator or phone monitor. *Id.* at ¶¶
24 8-10. PeaceHealth informed her that she was exempted but not given any of the reasonable

1 accommodations she requested on November 30, 2021. *Id.* at ¶ 10. She suffered harassment
2 from a supervisor who suggested she change her faith to align with his perspective. *Id.* at ¶ 15.

3 39. Plaintiff **DANIEL BRICKERT** worked at PeaceHealth from May 2005, through
4 May 2021 as a Registered Nurse and Clinical Instructor. Brickert Decl. at ¶ 4. He has been an
5 exemplary employee and worked in multiple departments as both an instructor and float nurse
6 specialist in two different PeaceHealth hospitals in Washington State. *Id.* at ¶ 5. Mr. Brickert has
7 expertise in infectious disease control and has worked both domestically and internationally in
8 the field. *Id.* at ¶ 6. He was instrumental in helping at least seven local hospitals design and
9 apply proper up-to-date procedures for caring for COVID-19 patients. *Id.* at ¶ 7. He is not only
10 an expert out in the field but has authored Ebola containment protocols which he has presented
11 worldwide. *Id.* at ¶ 8. Many of these protocols were adopted during the COVID-19 pandemic.
12 *Id.* Despite treating patients with deadly diseases throughout his career, he has never contracted
13 any of them. *Id.* at ¶ 9. He worked throughout the pandemic strictly and methodically using the
14 very protocols he helped develop. *Id.* at ¶ 13. He submitted two religious exemption requests on
15 August 6, 2021, and October 3, 2021. *Id.* at ¶ 15. He was willing to continue to work as he had
16 done for a year and a half without incident, or be transferred to a non-patient care position. *Id.* at
17 ¶ 16. PeaceHealth accepted his religious declination, but refused the reasonable accommodation
18 he requested on October 11, 2021. *Id.* at ¶ 17. As a result of losing his income, he had to sell his
19 home and now lives in a 19-foot travel trailer. *Id.* Additionally, he has had to sell all personal
20 possessions of any value to remain current on child support. *Id.* He and his children have lost
21 medical insurance because of his lack of income. *Id.*

22 40. Plaintiff **KERRI MORTON** worked as a Registered Nurse for PeaceHealth from
23 April 2016, until September 1, 2021, when she was placed on indefinite administrative leave
24 without pay due to his “non-compliant” status with PeaceHealth’s COVID-19 vaccine

1 requirement. Morton Decl. ¶¶ 4, 14, and 15. Plaintiff Morton submitted a written request for a
2 medical exemption and accommodation in August 2021, from PeaceHealth’s Mandatory
3 COVID-19 vaccination Policy. On September 2, 2021, PeaceHealth accepted the exemption
4 request but refused to provide an accommodation. *Id.* at ¶¶ 11, 13. Morton offered self-
5 accommodations for the COVID vaccination, including: N-95 mask wearing. *Id.* at ¶ 12. Nichols
6 had previously received an exemption from the flu vaccine, although she received it in 2020 due
7 to PeaceHealth’s requirement; Morton subsequently learned of fetal cells used in the
8 development of the flu vaccine. Morton’s flu vaccine exemption included: wearing a face mask
9 and not receiving a sticker (indicating receipt of the flu vaccine) on her name tag. *Id.* at ¶¶ 6-8.
10 Morton was placed on administrative leave without pay in September 2021, was locked out of
11 email immediately, and was required to exhaust PTO prior to being placed on leave without an
12 individualized assessment for his accommodation request. *Id.* at ¶¶ 13-14. Nichols has remained
13 on administrative leave without pay since that time. *Id.* Morton was five months pregnant, had a
14 9-month-old child—the result of 14 years of infertility and attempting to become pregnant— at
15 the time the PeaceHealth vaccine mandate occurred. Morton experienced a hostile work
16 environment from doctors, nurses, and other staff, who were condescending about anyone
17 unwilling to take the vaccine, calling them “anti-vaxxers” and stating that these people do not
18 believe in science and don’t belong in the medical field. *Id.* at ¶ 17. Morton applied her faith by
19 praying and reading the Bible prior to making the request for accommodation. *Id.* In spring of
20 2022, Morton and her family contracted COVID-19, acquiring natural immunity, which was not
21 deemed a substitution for the COVID-19 vaccine per PeaceHealth. Morton remains on unpaid
22 leave without pay today. *Id.*

23 41. Plaintiff **CASSANDRA NICHOLS** was a Registered Nurse for PeaceHealth
24 from December 2008, until September 1, 2021, when she was placed on administrative leave

1 without pay due to his “non-compliant” status with PeaceHealth’s COVID-19 vaccine
2 requirement. Nichols Decl. ¶¶ 4, 14. Plaintiff Nichols submitted a written request for a medical
3 exemption and accommodation on August 31, 2021, from PeaceHealth’s Mandatory COVID-19
4 vaccination Policy. On September 2, 2021, PeaceHealth accepted the exemption request but
5 refused to provide an accommodation. *Id.* at ¶¶ 10, 12. Nichols offered self-accommodations for
6 the COVID vaccination, including: N-95 mask wearing, and periodic COVID-19 testing. *Id.* at ¶
7 11. Nichols had previously received an exemption from the flu vaccine, which did not require a
8 religious attestation. The flu vaccine exemption included: wearing a face mask and not receiving
9 a sticker (indicating receipt of the flu vaccine) on her name tag. *Id.* at ¶¶ 6-8. Nichols was placed
10 on administrative leave without pay on September 1, 2021, was locked out of email immediately,
11 and was required to exhaust PTO prior to being placed on leave without an individualized
12 assessment for his accommodation request. *Id.* at ¶¶ 11-14. Nichols has remained on
13 administrative leave without pay since that time, causing financial difficulties resulting in
14 Nichols taking out a second mortgage through a Home Equity Line of Credit. *Id.* at ¶¶ 11-14.

15 42. Plaintiff **ALONZO ODEM** was a Registered Nurse for PeaceHealth from
16 December 2016, until October 2021, when he was placed on administrative leave without pay
17 due to his “non-compliant” status with PeaceHealth’s COVID-19 vaccine requirement. Odem
18 Decl. ¶¶ 4, 14. Plaintiff Odem submitted a written request for a medical exemption and
19 accommodation on August 19, 2021, from PeaceHealth’s Mandatory COVID-19 vaccination
20 Policy. On September 1, 2021, PeaceHealth accepted the exemption request but refused to
21 provide an accommodation. *Id.* at ¶¶ 8, 10. Odem offered self-accommodations for the COVID
22 vaccination, including: mask wearing, and testing when exposed to COVID-19, as had been done
23 throughout the pandemic. *Id.* at ¶ 9. Odem was placed on administrative leave without pay on
24 September 1, 2021, was locked out of email immediately, and was required to exhaust PTO prior

1 to being placed on leave without an individualized assessment for his accommodation request.

2 *Id.* at ¶¶ 11-14. Odem has remained on administrative leave without pay since that time.

3 43. Plaintiff **PETR OSTAPCHUK** worked as a hospital engineer for PeaceHealth
4 from November 2017, until August 31, 2021, when he was placed on administrative leave
5 without pay due to his “non-compliant” status with PeaceHealth’s COVID-19 vaccine
6 requirement. Ostapchuk Decl. *Id.* at ¶¶ 4, 13, and 14. Plaintiff Ostapchuk submitted a written
7 request for a medical exemption and accommodation on August 16, 2021, from PeaceHealth’s
8 Mandatory COVID-19 vaccination Policy. On August 18, 2021, PeaceHealth accepted the
9 exemption request but refused to provide an accommodation. *Id.* at ¶¶ 11, 13. Ostapchuk had
10 previously received a religious exemption from the flu vaccine, which included: wearing a face
11 mask and not receiving a sticker (reading “those that were vaccinated”) on his name tag. *Id.* at ¶¶
12 6-8. Ostapchuk offered self-accommodations for the COVID vaccination, including: remote
13 work, mask wearing, or onsite work in distanced areas. *Id.* at ¶ 12. Ostapchuk was placed on
14 administrative leave without pay on September 1, 2021, was locked out of email immediately,
15 and was required to exhaust PTO prior to being placed on leave on September 16, 2021. *Id.* at ¶¶
16 14-16. Ostapchuk has remained on administrative leave without pay since that time.

17 44. Plaintiff **JILL PREVENDAR** worked as a physical therapist for PeaceHealth
18 from May 2021, until August 31, 2021, when she was placed on administrative leave without pay
19 due to her “non-compliant” status with PeaceHealth’s COVID-19 vaccine requirement.
20 Prevedar Decl. ¶¶ 4, 11. Plaintiff Prevedar submitted a signed, written request for a medical
21 exemption and accommodation on August 31, 2021, from PeaceHealth’s Mandatory COVID-19
22 vaccination Policy. PeaceHealth accepted the exemption request but refused to provide an
23 accommodation. *Id.* at ¶¶ 10-13. Prevedar was notified of the denial of her request via
24 telephone in October 2021. *Id.* at ¶ 13. Prevedar had previously received a religious exemption

1 from the flu vaccine, which included: wearing a face mask and not receiving a sticker (indicating
2 receipt of the flu vaccine) on her name tag. *Id.* at ¶¶ 6-8. Prevendar offered self-accommodations
3 for the COVID vaccination, including: temperature checks, COVID-19 testing, and wearing
4 masks, face shields or goggles, and gloves and gowns when needed, and following additional
5 recommended extra precautions for patients who were positive for COVID-19, as she had done
6 throughout the previous months she had worked throughout the COVID-19 pandemic. *Id.* at ¶ 9,
7 12. Prevendar was not provided individual counseling or a meeting with the COVID-19
8 committee to discuss accommodations prior to being placed on administrative leave without pay.
9 *Id.* at ¶14. Prevendar was placed on administrative leave without pay on September 1, 2021, was
10 locked out of email immediately, and was required to exhaust PTO prior to being placed on
11 administrative leave on November 1, 2021. *Id.* at ¶ 15-16. Prevendar has remained on
12 administrative leave without pay since that time.

13 45. Plaintiff **ALLISON HANSEN** worked as a Registered Nurse for PeaceHealth
14 from August 6, 2018 through September 1, 2021, at St. Joseph's Medical Center in Bellingham,
15 Washington. Hansen Decl. at ¶ 4. She never had any work related discipline. *Id.* at 5. She
16 began directly out of nursing school and worked through the pandemic with COVID-19 positive
17 patients. *Id.* at ¶¶ 7, 18. She used masks and PAPRs, maintained sufficient handwashing, and
18 practiced social distancing. *Id.* at 7. She did this reliably all throughout her time at PeaceHealth.
19 *Id.* On August 24, 2021, she submitted a religious objection and an accommodation request. *Id.*
20 at ¶ 9. She found the process of requesting a reasonable accommodation difficult and poorly
21 handled. *Id.* She was required to publicly reveal her vaccine status because she was not given a
22 sticker for her badge, which was one method PeaceHealth applied pressure to get vaccinated. *Id.*
23 at ¶ 9. Her accommodation requests included those methods that had worked for over a year and
24 a half. *Id.* at ¶ 10. On September 3, 2021, PeaceHealth informed her that her reasonable

1 accommodation had been denied without any kind of individualized meeting or process. *Id.* at ¶¶
2 11-12. She was required to file a second request on October 2, 2021, threatening to revoke the
3 previous exemption they had already accepted. *Id.* at ¶ 13. On September 1, 2021, she was
4 placed on administrative leave and by November 30, 2021, her Personal Time Off was depleted
5 and she then lost all salary and benefits. *Id.* at ¶¶ 14-15. Approximately every three months
6 unpaid leave is reviewed and extended. *Id.* at ¶ at 16. The next review is on May 31, 2023, and
7 she remains on unpaid administrative leave to this day. *Id.* at ¶¶ 16, 17. PeaceHealth cost her
8 professional advancement opportunities. *Id.* at ¶ 18. She has had to move to Minnesota in order
9 to make ends meet, where she is allowed to work as a nurse despite her vaccine status. *Id.* at ¶
10 18. She now feels respected again, something she had lost while working at PeaceHealth. *Id.*

11 46. Plaintiff **DANIELLE HANSON** worked as an Registered Nurse for PeaceHealth
12 from January 12, 2015 through August 31, 2021. Hanson Decl. ¶ 4. She was an exemplary
13 employee and never received any form of discipline while she worked for PeaceHealth. *Id.* at ¶
14 5. She had previously declined the flu shot for religious reasons and was required to wear a
15 mask during flu season and a sticker was withheld from her badge. *Id.* at ¶¶ 7-8. She worked
16 through the pandemic using appropriate safety precautions. *Id.* at ¶ 9. She submitted her
17 religious objection and accommodation request on August 22, 2021. *Id.* at ¶ at 11. She
18 requested the same mitigation measures she had been using throughout the pandemic as a
19 reasonable accommodation along with the evidence that she could continue to work safely. *Id.* at
20 ¶ 12. PeaceHealth declined her reasonable accommodation on September 2, 2021. *Id.* at ¶ 13.
21 She was put on leave and had to use all of her accumulated Personal Time Off and then was
22 denied all salary and benefits. *Id.* at ¶ 14, 16. She, like all the other employees, was denied
23 access to her email account on September 1, 2021. *Id.* at ¶ 15. Indefinite unpaid administrative
24 leave was reviewed first in December of 2021 and has been extended every three months since.

1 *Id.* at ¶ 17. PeaceHealth made communication difficult by denying access to email. *Id.* at ¶ 18.
2 She was also restricted from seeing the employee resource information, depriving her of
3 potential options. *Id.* at ¶ 18. Her management required multiple impromptu meetings to discuss
4 her vaccination status and pressure her into violating her religious convictions by agreeing to be
5 vaccinated. *Id.* at ¶ 18.

6 47. Plaintiff **KATY HARTMAIER** worked at PeaceHealth from May 2015 through
7 September 1, 2021 as a Registered Nurse. Hartmaier Decl. at ¶ 4. She has never been
8 disciplined. *Id.* at ¶ 5. She submitted a religious objection and requested a reasonable
9 accommodation on August 23, 2021. *Id.* at ¶¶ 8, 9. Her reasonable accommodation request was
10 rejected by PeaceHealth on August 27, 2021. *Id.* at ¶ 10. Her PTO and benefits ended in
11 December 2021. *Id.* at ¶ 13. She has been on indefinite unpaid leave since. *Id.* at ¶¶ 11, 14.
12 This has impacted her ability to maintain her nursing license and pediatric nursing certificate.
13 The financial impact has meant much longer hours for her husband to make up the deficit. She
14 received a right to sue letter from the EEOC on September 9, 2021.

15 48. Plaintiff **DEANNA L. HATHAWAY** worked at PeaceHealth as a In-Patient
16 Phlebotomist starting March 6, 2018. Hathaway Dec. at ¶ 4. Before the COVID-19 vaccine
17 requirement, declining a vaccine was a simple and required no explanation. *Id.* at ¶ at 6. The
18 accommodation was the requirement of wearing a mask during flu season and not receiving a
19 badge sticker. *Id.* at ¶ 7. Ms. Hathaway worked on the COVID floors and wore a respirator
20 when she entered the units. *Id.* at ¶ 8. She never got sick during the first year and a half of the
21 pandemic. *Id.* She submitted her religious objection and accommodation request on August 18,
22 2021. *Id.* at ¶ at 10. She agreed to masking or wearing a respirator, and testing or other
23 mitigation measures as had been successfully employed previously. She was put on unpaid
24 administrative leave on September 1, 2021, but did not receive the declination of her reasonable

1 accommodation until October 6, 2021. *Id.* at ¶¶ 12, 13. She was never allowed to discuss
2 accommodation options with anyone in management. *Id.* at ¶ 13. Benefits ended at the end of
3 September and she was required to be on unpaid leave during the pendency of her
4 accommodation request. *Id.* at ¶¶ 15, 17. She remains on unpaid leave to this day. *Id.* at ¶ 18.
5 Ms. Hathaway's savings is "completely decimated." *Id.* at ¶ 19. She could not find work for six
6 months and her expenses have increased because of the extra driving and state income taxes. *Id.*

7 49. Plaintiff **NANCY HILL** worked at PeaceHealth from January 2007 through
8 September 1, 2021 as a Registered Nurse. Hill Decl. at ¶ 4. She has been an exemplary
9 employee. *Id.* at ¶ 5. She submitted a religious objection to the COVID-19 vaccine and
10 requested a reasonable accommodation asking to continue to work with the same mitigation
11 measures she had successfully used since the beginning of the pandemic. *Id.* at ¶¶ 11, 12. She
12 was denied her reasonable accommodation on September 3, 2021. *Id.* at ¶ 12. Like the rest of the
13 plaintiffs she remains on indefinite unpaid leave today. *Id.* at ¶ 15. She is a single mother of five
14 children and has had difficulty replacing her job at PeaceHealth. *Id.* at ¶ 16. Her finances have
15 been so tight that utilities have been shut off at her house for the inability to pay on time.

16 50. Plaintiff **EMILY HUMPHREYS** worked at PeaceHealth as a Float Registered
17 Nurse from August 2016 through September 1, 2021. Humphreys Decl. at ¶ 4. She was an
18 exemplary employee. *Id.* at ¶ 5. She previously was able to opt out of the flu vaccine for
19 medical reasons. *Id.* at ¶¶ 6-8. She worked successfully through the pandemic with the PPE and
20 mitigation measures. *Id.* at ¶ 9. On August 29, 2021, she submitted a religious objection to the
21 COVID-19 vaccine and requested a reasonable accommodation. *Id.* at ¶¶ 11 – 12. On
22 September 2, 2021, her reasonable accommodation was denied. *Id.* at ¶ 13. She has been on
23 unpaid leave except for a temporary 16 hour per week job she was able to secure on January 20,
24 2022 – May 19, 2022. *Id.* at ¶¶ 14, 17. The lack of full time work and benefits has been

1 financially difficult. She has had to pay thousands of dollars extra for COBRA medical
2 insurance. She has also suffered emotional and mental stress.

3 51. Plaintiff **TRACI PEDERSON** worked at PeaceHealth for ten years as a
4 Registered Nurse until August 29, 2021, when I was placed on administrative leave without pay.
5 On November 25, 2020, PeaceHealth provided a COVID-19 Vaccination Requirement Policy to
6 its employees. The Policy was “approved” on August 3, 2021. The Policy provided that
7 “Exceptions to being fully vaccinated against CV-19 may be granted for approved medical
8 exemptions” and “Employees who fail to comply will be placed on unpaid leave.” Finally, the
9 Policy provided: “If you are not vaccinated & do not have an approved medical exemption on
10 file, you subject to disciplinary action & removed from the schedule.” On August 3, 2021,
11 PeaceHealth transmitted a systemwide electronic communication and answers to Frequently
12 Asked Questions, which largely followed the prior communications. On August 9, 2021,
13 Pederson submitted a religious exemption request from the COVID-19 vaccine. On August 18,
14 2021, she received a response to my request from PeaceHealth Human Resources, and was
15 informed that her request was approved, but that PeaceHealth could not accommodate the
16 request. Pederson was informed by PeaceHealth Human Resources that her supervisor could
17 make the determination to allow for 100% remote work, or that if she was already working
18 remotely, she would be able to remain so doing. No remote option was offered to Pederson, and
19 she received no interactive accommodation process. On March 31, 2022, Pederson filed an Equal
20 Employment Opportunity Commission charge of discrimination and was issued a Notice of
21 Right to Sue letter on September 12, 2022. Pederson filed a *pro se* lawsuit in the Western
22 District of Washington, challenging PeaceHealth’s actions, which was assigned 2:22-cv-01661-
23 TL. Pederson will be dismissing my *pro se* action once allowed participate in this matter.

24 52. Plaintiff **DEBRA KRENZLER** worked at PeaceHealth from January 1999 until

1 August 20, 2021, first as a Certified Nursing Assistant and then as a Registered Nurse. Krenzler
2 Decl. at ¶ 4. Between August 20, 2021, and November 20, 2021, she was placed on a mental
3 health leave due to stress placed on her by the mandate. *Id.* She had to be prescribed medication
4 for severe depression. *Id.* She has been a good employee and has never been disciplined beyond
5 a warning for using an incorrect form. *Id.* at ¶ 5. Because she worked successfully throughout
6 the pandemic using mitigation measures, when she submitted her religious objection and request
7 for a reasonable accommodation, on August 24, 2021, she requested the same as her reasonable
8 accommodation. *Id.* at ¶¶ 6, 8-9. She was denied this reasonable accommodation on November
9 5, 2021. *Id.* at ¶ 10. Like the other plaintiffs, she was required to go on administrative leave.
10 She had PTO that paid her until February 2022, but was told her benefits would end November
11 30, 2021. *Id.* at ¶ 13. None-the-less, health insurance was being deducted from her paycheck in
12 January 2022. *Id.* at ¶ 13. Because communication was so limited, she could not get it sorted
13 out. *Id.* In order to ensure she was covered she paid for another insurance. *Id.* at ¶¶ 13, 14. The
14 result was thousands of dollars extra paid to insurance. *Id.* The financial hardship is draining
15 her retirement. *Id.* at ¶ 15.

16 53. Plaintiff **MADISON PROPERSI** worked at PeaceHealth as a Registered Nurse
17 from February 2020, through September 1, 2021, immediately out of college. Propersi Decl. at ¶
18 4, 11. She had an unblemished employee record. *Id.* at ¶ 5. She worked successfully through
19 the pandemic with the PPE, mitigation measures and normal hospital protocols to prevent the
20 spread of infection. *Id.* at ¶ 9. On August 6, 2021, she submitted a religious objection to the
21 COVID-19 vaccine and requested a reasonable accommodation. *Id.* at ¶¶ 8-9. On September 1,
22 2021, her reasonable accommodation was denied. *Id.* at ¶ 10-11. She has been on unpaid leave
23 until present. *Id.* at ¶¶ 11-14. Ms. Propersi is the primary income earner for her household. She
24 moved from Illinois with a two year contract to work at PeaceHealth, which they have failed to

1 honor and disrupted after only a year and a half. Her work environment was hostile at the end
2 which contributed to her anxiety and depression over losing her income.

3 54. Plaintiff **DONA WOODLEY** worked as a Registered Nurse in a variety of roles
4 for PeaceHealth from December 28, 2015, until August 31, 2021, when she was placed on
5 administrative leave without pay due to her “non-compliant” status with PeaceHealth’s COVID-
6 19 vaccine requirement, in the following roles: Medical Surgical Nurse, Pediatric Nurse,
7 Preceptor, Relief Team Lead, and Charge Nurse. Woodley Decl. ¶¶ 4, 11. Plaintiff Woodley
8 submitted a request for a medical exemption and accommodation on August 27, 2021, from
9 PeaceHealth’s Mandatory COVID-19 vaccination Policy. PeaceHealth accepted the exemption
10 request but refused to provide an accommodation on September 2, 2021. *Id.* at ¶ 13. Woodley
11 had previously received a religious exemption from the flu vaccine, which included: wearing a
12 face mask and not receiving a sticker (indicating receipt of the flu vaccine) on her name tag. *Id.*
13 at ¶¶ 6-8. Prior to this, Woodley worked throughout the COVID-19 pandemic prior to the
14 vaccination requirement, using personal protection equipment, including and not limited to basic
15 surgical face masks, N95 masks, goggles, gowns, gloves, and Personal Air Purifying Respirators.
16 *Id.* at ¶ 9. Woodley offered self-accommodations, including following the same protocols she
17 had previously followed. *Id.* at ¶ 12. Woodley was not provided individual counseling or a
18 meeting with the COVID-19 committee to discuss accommodations prior to being placed on
19 administrative leave without pay. *Id.* at ¶14. Woodley was placed on administrative leave
20 without pay on September 2, 2021, was locked out of email on September 1, 2021, and was
21 required to exhaust PTO prior to being placed on administrative leave on November 1, 2021. *Id.*
22 at ¶ 15-17. Woodley has remained on indefinite administrative leave without pay since that time
23 and been unable to apply for remote positions, which PeaceHealth stated would be available to
24 her, but she cannot apply as she was locked out of her computed access, which provides the

1 access to applications for internal job postings. *Id.* at ¶ 19. Prior to being placed on leave,
2 Woodley experienced a hostile work environment from co-workers as: she did not have a check
3 mark in the COVID vaccine status, which co-workers inquired about, potentially violating her
4 HIPAA rights to privacy; she was told by patients that she could not care for them as she was
5 unvaccinated (Woodley’s colleagues informed the patients of her status); she was pressured by
6 her manager in a closed-door meeting to receive the vaccine; and her colleagues discussed her
7 replacement (as charge nurse) prior to Woodley being placed on administrative leave without
8 pay. She received a right to sue letter from the EEOC on March 28, 2023.

9 55. Plaintiff, **KATHERINE TELFORD**, worked as a Registered Nurse (“RN”) in
10 the PeaceHealth St. Joseph Medical Center in the PeaceHealth System from August 1997 until
11 September 1, 2021. Telford Decl. at ¶ 4. Generally she has had good performance evaluations.
12 *Id.* at ¶ 4-6. During her tenure she served on leadership committees, helped write policies for St.
13 Joseph’s Medical Center, helped develop orientation for new employees, and served on the
14 Professional Practice Counsel. *Id.* She submitted a signed, written religious objection to
15 PeaceHealth’s Mandatory COVID-19 Vaccination Policy and request for an accommodation, but
16 PeaceHealth denied her reasonable accommodation. *Id.* at ¶¶ 12-19. She was put on
17 administrative leave on September 1, 2021, and is uncertain as to when or if she has been
18 officially terminated as she has not received such official notification to date. *Id.* at ¶¶ 19-22.
19 The loss of Ms. Telford’s employment at PeaceHealth has severely impacted her and her
20 family’s financial, physical, and emotional well-being. She details some of her damages in her
21 declaration. *Id.* at ¶ 23.

22 56. Plaintiff, **NANCY EKLUND**, worked as a Registered Nurse (“RN”) in the
23 PeaceHealth St. Joseph’s Medical Center in the PeaceHealth System from approximately 1987,
24 until September 1, 2021. *Id.* at ¶ 4. She has an unblemished employment record, received

1 positive performance evaluations, and was appreciated by her patients. *Id.* at ¶ 5. She submitted
2 a signed, written religious objection to PeaceHealth’s Mandatory COVID-19 Vaccination Policy
3 and request for an accommodation, but PeaceHealth denied her reasonable accommodation. *Id.*
4 at ¶¶ 10-13. She was put on administrative leave on September 1, 2021, which expired
5 December 31, 2021. *Id.* at ¶¶ 14, 17. She was put on administrative leave on September 1,
6 2021, and remained on administrative leave until May 21, 2023. *Id.* ¶ 18. She had previously
7 received exemptions from the flu vaccine. *Id.* at ¶ 6. The hospital accommodated this denial by
8 withholding the name tag sticker that indicated whether the employee had received a flu shot and
9 by requiring that she wear a mask, along with the ordinary measures used in hospitals to prevent
10 the transmission of communicable diseases such as hand washing between patients. *Id.* at ¶ 7.
11 Ms. Eklund was told she could not use her extended illness hours (“EIB”), administered through
12 UNUM, to help defray the costs of indefinite leave. *Id.* at ¶ 19. However, this request was
13 denied because PeaceHealth claimed she was on personal leave rather than leave because they
14 considered her a medical risk. *Id.* at ¶ 19. She was told this denial was a “blanket” denial by
15 PeaceHealth to prevent those on exemptions from accessing this benefit. *Id.* at ¶ 19. The loss of
16 Ms. Eklund’s employment at PeaceHealth has severely impacted her and her family’s financial,
17 physical, and emotional well-being. She details some of her damages in her declaration. *Id.* at ¶
18 19. She filed a complaint with the EEOC but has never received a right to sue letter.

19 57. Plaintiff, **JOY HOKSBERGEN**, worked as a General Diagnostic Sonographer in
20 the PeaceHealth St. Joseph’s Medical Center in the PeaceHealth System from on or about May
21 19, 2008, until September 1, 2021. Hoksbergen Decl. at ¶ 4. She has an unblemished
22 employment record, received positive performance evaluations, and was appreciated by her
23 patients. *Id.* at ¶ 5. She submitted a signed, written religious objection to PeaceHealth’s
24 Mandatory COVID-19 Vaccination Policy and request for an accommodation, but PeaceHealth

1 denied her reasonable accommodation. *Id.* at ¶¶ 11-14. She was put on administrative leave on
2 September 1, 2021, which expired December 31, 2021, and then extended every three months
3 until April 2022. *Id.* at ¶ 14. She has never received a notice of termination. *Id.* at ¶ 14.

4 PeaceHealth claimed she was on a medical risk despite her having natural immunity, basing it
5 decision on speculative rather than actual knowledge. The loss of Ms. Hoksbergen employment
6 at PeaceHealth has severely impacted her and her family’s financial, physical, and emotional
7 well-being. She details some of her damages in her declaration. *Id.* at ¶ 15. She filed a claim
8 with the Employment Opportunities Commission (“EEOC”) on March 22, 2022, but has not
9 received a right to sue letter to her knowledge.

10 58. Plaintiff, **NICOLE KINGSLEY**, worked as a Radiologic Technologist in the
11 PeaceHealth United General Medical Center in the PeaceHealth System from on or about
12 January 25, 2016, until September 1, 2021. *Id.* at ¶ 4. She performed her job in a satisfactory
13 manner. *Id.* at ¶ 5. She submitted a signed, written religious objection to PeaceHealth’s
14 Mandatory COVID-19 Vaccination Policy and request for an accommodation, but PeaceHealth
15 denied her reasonable accommodation. *Id.* at ¶¶ 10-13. She was put on administrative leave on
16 September 1, 2021, which expired December 31, 2021, and then extended every three months
17 after until April 12, 2023, when PeaceHealth lifted its mandate and began allowing unvaccinated
18 employees to reapply for jobs at the company. *Id.* at ¶ 12. The loss of Ms. Kingsley’s
19 employment at PeaceHealth has severely impacted her and her family’s financial, physical, and
20 emotional well-being. She details some of her damages in her declaration. *Id.* at ¶ 15. She
21 received a right to sue letter from the Employment Opportunities Commission (“EEOC”) on
22 May 9, 2022.

1 three separate vaccines have been developed to purportedly prevent COVID-19.

2 67. Congress has given the Food and Drug Administration (“FDA”) the authority to
3 issue Emergency Use Authorization (“EUA”) of unapproved drugs during a pandemic.

4 68. Unapproved Drugs are drugs that are still in the clinical investigation stage as
5 defined under 21 C.F.R. §312.3 and have not become approved under 21 C.F.R. §355. U.S.C.
6 §360bbb-3(a)(2)(A).

7 69. Though EUA drugs may be offered to people in a pandemic, Congress expressly
8 retained the right of individuals the option to accept or refuse administration of the product. 21
9 U.S.C. §360bbb-3(e)(1)(A)(i)(III).

10 70. Congress also gave the Secretary of the Department of Health and Human
11 Services (“HHS”) alone the duty to determine “the consequences, if any, of refusing
12 administration of the product.” 21 U.S.C. 360bbb-3(e)(1)(A)(i)(III).

13 71. The HHS Secretary has not made forfeiting employment a consequence of
14 refusing the EUA authorized vaccines. On the contrary, all the vaccine information fact sheets
15 for all EUA vaccines products for COVID-19 in the FAQ section explicitly says “Under the
16 EUA, it is your choice to receive or not receive the vaccine. Should you decide not to receive it,
17 it will not change your standard medical care.”⁴

18 72. The HHS Secretary lacks the authority to condition employment on receipt of an
19 EUA vaccine pursuant to 45 C.F.R. 46(A), the Common Rule for the Protection of Human
20 Subjects, and the principles.

21 73. The Belmont Report is clear: “if there is any element of research in an activity,

⁴ Food and Drug Administration, Fact Sheet for Recipients and Caregivers Emergency Use Authorization (EUA) of the Pfizer-Biontech COVID-19 Vaccine to Prevent Coronavirus Disease 19 (COVID-19) In Individuals.

1 that activity should undergo review for the protection of human subjects.”⁵ The Belmont Report
2 uses the term “beneficence,” which it defines, in part, as “Persons are treated in an ethical
3 manner not only by respecting their decisions and protecting them from harm, but also by
4 making efforts to secure their well-being.”

5 74. The Belmont Report further addresses the importance of informed consent,
6 providing that “It may be that a standard of “the reasonable volunteer” should be proposed” and
7 further noting that “there is widespread agreement that the consent process can be analyzed as
8 containing three elements: information, comprehension and voluntariness.”⁶

9 75. The Belmont Report further provides, “Even when some direct benefit to them is
10 anticipated, the subjects should understand clearly the range of risk and the voluntary nature of
11 participation.”

12 76. Under the EUA, 21 U.S.C. 360bbb-3(e)(1)(A)(iii) and (B)(iii), the Secretary is
13 required to monitor adverse events and collect information regarding safety and effectiveness
14 making clear that there is an element of research attached to the issuance of an EUA.

15 77. Both the Common Rule and the Belmont Report require legally effective
16 informed consent before administering an investigational drug.

17 78. Legally effective informed consent must be voluntary and cannot include coercion
18 or undue influence.⁷ The report explains that “[u]njustifiable pressures usually occur when
19 persons in positions of authority or commanding influence – especially where possible sanctions
20 are involved – urge a course of action for a subject.

21 79. PeaceHealth knew that legally effective informed consent is freely given. The first

⁵ The Belmont Report, at 4, April 17, 1979, available at <https://www.hhs.gov/ohrp/regulations-and-policy/belmont-report/read-the-belmont-report/index.html>.

⁶ *Id.* at 7.

⁷ *Id.* at 7.

1 line of its Acknowledgement form given to patients receiving the vaccine state: “I made the
2 choice to get the COVID-19 vaccine on my own and freely,” yet PeaceHealth asserted
3 “unjustifiable pressure” by requiring the vaccine for continued employment. Unquestionably, an
4 employer hanging continued employment over an employee’s head constitutes a “sanction,” and
5 a significant one at that.

6 ***PeaceHealth adopted its COVID vaccination mandate on the idea that the vaccine would stop***
7 ***transmission of the virus***
8

9 80. Each Individual Plaintiff make decisions and policy for PeaceHealth.

10 81. PeaceHealth and the Individual Plaintiffs knew or should have known that the
11 vaccine would not stop infection and transmission before it rolled out the vaccine mandate as the
12 CDC statements on the vaccine’s ineffectiveness were publicly available.⁸

13 82. The Food and Drug Administration (“FDA”) issued an Emergency Use
14 Authorization (“EUA”) for the Pfizer-BioNTech COVID-19 Vaccine (“Pfizer Vaccine”) for
15 individuals 16 years of age and older, on December 11, 2020.⁹

16 83. On August 23, 2021, less than a year later, the FDA gave the Pfizer vaccine under
17 the name Comirnaty full approval, though none of the approved product came to market in
18 2021.¹⁰ Moderna was granted an EUA for its COVID-19 Vaccine (“Moderna”) on December
19 17, 2020,¹¹ and full approval under the name Spikevax on January 31, 2022.¹²

20 84. On February 27, 2021, the single shot Johnson and Johnson COVID-19 Vaccine

⁸ See: ¶¶ 53 and 71.

⁹ FDA Takes key action in fight against COVID-19 By Issuing Emergency Use Authorization for First COVID-19 Vaccine, FDA, <https://www.fda.gov/news-events/press-announcements/fda-takes-key-action-fight-against-covid-19-issuing-emergency-use-authorization-first-covid-19> (last visited October 20, 2022).

¹⁰ Pfizer-BioNTech COVID-19 Vaccines, FDA, <https://www.fda.gov/emergency-preparedness-and-response/coronavirus-disease-2019-covid-19/pfizer-biontech-covid-19-vaccines> (last visited October 20, 2022).

¹¹ Moderna COVID-19 Vaccine Frequently Asked Questions, FDA, <https://cacmap.fda.gov/emergency-preparedness-and-response/coronavirus-disease-2019-covid-19/moderna-covid-19-vaccine-frequently-asked-questions>. (last visited October 20, 2022).

¹² Moderna COVID-19 Vaccines, FDA, <https://www.fda.gov/emergency-preparedness-and-response/coronavirus-disease-2019-covid-19/moderna-covid-19-vaccines> (last visited October 20, 2022).

1 (“Janssen Vaccine”) was granted an EUA.¹³

2 85. When these EUA’s and approvals were issued, there was no study done to verify
3 that the vaccines stopped infection or transmission as the following statements by the FDA in
4 meetings to grant EUA and/or approval status demonstrate.

5 a. “The lack of data on how the vaccine impacts asymptomatic infection and
6 viral shedding was also pointed out and that this should be addressed prior to
7 study unblinding.”¹⁴ However, Pfizer unblinded the group anyway.¹⁵

8 b. “Effect on asymptomatic infection and infectiousness –Other designs
9 needed.”¹⁶

10 86. On July 30, 2021, a report was posted on the Center for Disease Control and
11 Prevention (“CDC”) website discussing how the Delta infection resulted in similarly high SARS-
12 CoV-2 viral loads in vaccinated and unvaccinated people.

13 87. High viral loads suggest an increased risk of transmission and raised concern that
14 vaccinated people can transmit the virus.

15 88. The finding that vaccinated people carry an equally high viral load to the
16 unvaccinated was a pivotal discovery leading to CDC’s updated mask recommendation. The
17 masking recommendation was updated to ensure the vaccinated public would not unknowingly

¹³ *FDA Issues Emergency Use Authorization for Third COVID-19 Vaccine*, <https://www.fda.gov/news-events/press-announcements/fda-issues-emergency-use-authorization-third-covid-19-vaccine> (last visited October 20, 2022).

¹⁴ 162nd VACCINES AND RELATED BIOLOGICAL PRODUCTS ADVISORY COMMITTEE SUMMARY MINUTES, <https://www.fda.gov/advisory-committees/advisory-committee-calendar/vaccines-and-related-biological-products-advisory-committee-december-10-2020-meeting-announcement>, <https://www.fda.gov/media/144958/download>, December 10, 2020, accessed October 18, 2022.

¹⁵ See Discussions by FDA regarding EUA for Moderna.

¹⁶ Steven Goodman, MD, MHS, PhD, *Considerations for placebo-controlled trial design if an unlicensed vaccine becomes available*, p. 20, VRBAC, <https://www.fda.gov/advisory-committees/advisory-committee-calendar/vaccines-and-related-biological-products-advisory-committee-october-22-2020-meeting-announcement#event-materials>, <https://www.fda.gov/media/144582/download>, December 17, 2020, accessed October 18, 2022.

1 transmit virus to others, including their unvaccinated or immunocompromised loved ones.¹⁷

2 89. On August 6, 2021 the director of the CDC, Rochelle Walensky stated to Wolf
3 Blitzer that, “Our vaccines are working exceptionally well. . . . They continue to work well for
4 Delta, with regard to severe illness and death – they prevent it. But what they can’t do anymore
5 is prevent transmission.”

6 90. Additionally, PeaceHealth had a COVID-19 outbreak originating from a patient
7 including “fully” vaccinated individuals.¹⁸

8 91. Based on these and other statements by officials in the Federal Government,
9 evidence from the drug companies, and other studies, and its own experience that the vaccines
10 were not effective in stopping the transmission of COVID-19, PeaceHealth and the Individual
11 Defendants knew or should have known that the vaccine could not stop transmission.

12 92. PeaceHealth and the Individual Defendants knew or should have known that
13 despite vaccination status, the use of Personal Protective Equipment (“PPE”) and other
14 countermeasures would be required for all staff (vaccinated and unvaccinated alike) to prevent
15 infecting patients.

16 93. PeaceHealth based on decisions made by Individual Plaintiffs demonstrated this
17 conclusion by requiring the use of additional PPE for even the vaccinated staff. The additional
18 requirements of PPE for vaccinated staff demonstrates that PeaceHealth knew of or questioned
19 the ineffectiveness of vaccine ceasing transmission of COVID-19.¹⁹

¹⁷ Brown CM, Vostok J, Johnson H, et al. Outbreak of SARS-CoV-2 Infections, Including COVID-19 Vaccine Breakthrough Infections, Associated with Large Public Gatherings — Barnstable County, Massachusetts, July 2021. *MMWR Morb Mortal Wkly Rep* 2021;70:1059-1062. DOI: <http://dx.doi.org/10.15585/mmwr.mm7031e2>, accessed October 18, 2022.

¹⁸ Wochnick, Meg, *PeaceHealth COVID outbreak traced to patient; 3 of 4 infected workers unvaccinated*, published in the *Columbian*, July 19, 2021, 12:50pm. <https://www.columbian.com/news/2021/jul/19/peacehealth-covid-outbreak-traced-to-patient-3-of-4-infected-workers-unvaccinated/>

¹⁹ PeaceHealth’s COVID-19 Vaccine Information, available at: <https://www.peacehealth.org/about-peacehealth/safety>. Last accessed 12/11/2022.

1 94. On information and belief despite knowing the vaccine did not stop infection and
2 transmission, PeaceHealth required infected, but vaccinated workers to return to work because of
3 the staffing shortages caused by the vaccine mandate in contradiction that the mandate was
4 intended to protect patients.

5 95. On information and belief, because PeaceHealth did not require regular testing or
6 proof of testing for COVID-19 for all PeaceHealth employees, it allowed asymptomatic
7 individuals who had COVID-19 to work without additional limitations beyond.

8 ***PeaceHealth was acting as a trial run for the State of Washington's***
9 ***vaccine mandate.***
10

11 96. On information and belief, PeaceHealth agreed to be a test case for the vaccine
12 mandate for health care workers issued by Governor Jay Inslee.²⁰

13 97. On or about August 3, 2021, PeaceHealth announced it would be requiring all
14 employees to be fully vaccinated on or about September 1, 2021, as a condition of
15 employment.²¹

16 98. In its August 3, 2021 press release, PeaceHealth took on a quintessential
17 government role by deciding it was on its shoulders to stop the spread of the virus in the
18 community.²²

19 99. The August 3, 2021 press release opens with the following quote: “Though nearly
20 80% of PeaceHealth caregivers have already been vaccinated, the rise in hospitalizations in our
21 communities is a stark reminder that we are facing a public health emergency and we must do

²⁰ See: *Proclamation By the Governor 21-14, Amending Proclamation 20-05: COVID-19 Requirement*. Available at: <https://www.governor.wa.gov/sites/default/files/proclamations/21-14%20-%20COVID-19%20Vax%20Washington%20%28tmp%29.pdf>. Last accessed: December 10, 2022.

²¹ *PeaceHealth Requires COVID-19 Vaccination*. Available at: <https://www.peacehealth.org/news/2021-08-03/peacehealth-requires-covid-19-vaccination?print=true>. Last accessed: March 28, 2023.

²² *Id.*

1 more,” said Dr. Doug Koekkoek, PeaceHealth’s Chief Physician Executive.²³

2 100. PeaceHealth doubled down on this governmental role on August 18, 2021, when
3 it included the risk to community members as part of the reason for not allowing unvaccinated
4 workers on its property. Ast Decl. at ¶ 13.

5 101. A spokesperson of the hospital said, “This was a wrenching decision, a difficult
6 decision. But at the end of the day our primary ethical decision is to keep our patients safe. We
7 didn’t have a choice but to take this hard stance. . . . I’m proud of the fact that we are one of the
8 first to take this stance.”²⁴

9 102. On August 9, 2021, Jay Inslee issued Proclamation 21-14 which required all
10 health care workers in Washington to be vaccinated by October 18, 2021.

11 103. On information and belief, though Governor Inslee’s Proclamation purportedly
12 allowed for religious accommodations to the vaccine requirement, neither PeaceHealth nor the
13 Governor intended to grant accommodations. The Governor’s desire to withhold or limit
14 exemptions for religious persons was evidenced by correspondence between his General
15 Counsel, Ms. Kathryn Leathers, and the Washington Attorney General’s office, where Ms.
16 Leathers stated, regarding the COVID-19 vaccine shots: “Exemptions: medical for sure; and
17 religious (if we have to; if yes, as narrow as possible).”²⁵

18 104. On information and belief, the State of Washington and PeaceHealth worked
19 together to devise an accommodation process that was purely pretextual and would provide
20 cover to discriminate against religious adherents with sincerely held beliefs that prevented them

²³ *Id.*

²⁴ Azar, Kellee, KATU Staff, PeaceHealth is SW Washington puts hundreds on leave who aren’t vaccinated, published Friday September 3, 2021, <https://komonews.com/news/local/peacehealth-in-sw-washington-puts-hundreds-on-leave-who-arent-vaccinated>.

²⁵ Kruse, Brandi. *Emails: State sought to make religious vaccine exemption ‘as narrow as possible.’* Available at: <https://www.q13fox.com/news/emails-state-sought-to-make-religious-vaccine-exemption-as-narrow-as-possible>. August 24, 2021. Last accessed December 11, 2022. Leathers’ emails reproduced as Exhibit 6.

1 from being vaccinated.

2 105. PeaceHealth has long had a requirement for the flu vaccine, but has allowed
3 religious objectors to opt out with a simple declination. Ast Decl. ¶7;

4 106. The accommodation required the objector to wear a surgical mask except while
5 eating in the break room and the withholding of a name tag sticker which indicated an individual
6 had received the flu vaccine. Ast Decl. ¶ 8; O’Neill Decl. at ¶ ----; Zimmerman Decl. at ¶ ----.

7 107. In 2020, the process changed and those with medical exemptions to the flu
8 vaccine or other vaccines were required to have a doctor’s verification of exemption and were
9 then granted the same accommodation. Beam Decl. at ¶ 6-7.

10 108. With the implementation of the COVID Vaccination policy, PeaceHealth
11 implemented a new procedure for claiming a religious accommodation which included a much
12 more intrusive questionnaire and investigation. Ast Decl. ¶ 9;

13 109. On August 3, 2021, PeaceHealth stated that it would only accept medical
14 exemptions.²⁶

15 110. On August 3, 2021, PeaceHealth stated that those with approved exemptions
16 would “be subject to regular COVID-19 testing, as well as additional masking, potential
17 reassignment to non-patient care settings, and other safety protocols.”²⁷

18 111. On August 3, 2021, PeaceHealth officials asserted that “formal ethical
19 discernment” led them to “join[] many health systems across the country, and professional
20 organizations including the Catholic Health Association, the American Hospital Association, the
21 American Medical Association, the American Nurses Association, and others in supporting
22 vaccine requirements to ensure public health.”²⁸

²⁶ *PeaceHealth Requires COVID-19 Vaccination.*

²⁷ *Id.*

²⁸ *Id.*

1 112. On information and belief and some time after this announcement, PeaceHealth
2 based on the decision of the Individual Defendants decided to allow religious exemptions as
3 well.

4 113. However, contrary to the original announcement, medical exemptions were
5 declined, including routine or common exemptions that PeaceHealth had accommodated prior to
6 emergence of COVID-19. Kolb Decl. at ¶ 18.

7 114. In fact doctors were instructed not to give medical exemptions regardless of their
8 previous practice. Id.

9 115. This caused many to have to reveal their sincerely held beliefs to PeaceHealth
10 regardless of an otherwise qualifying medical reason for refusing the vaccine.

11 116. On information and belief, PeaceHealth originally required a letter requesting
12 accommodation, which had to be requested before the September 1, 2021, deadline.

13 117. After the September 1, 2021, deadline, PeaceHealth required all employees who
14 had requested a religious exemption to fill out a new form with the threat of revoking the
15 religious exemption already granted.

16 118. The due date for this new form was October 18, the same deadline for vaccination
17 of Healthcare workers instituted by Governor Jay Inslee.

18 119. On information and belief, this questionnaire and investigation was very similar to
19 the questionnaire and investigation implemented by State agencies throughout Washington State.

20 120. On information and belief, PeaceHealth granted zero religious accommodations
21 and all employees seeking religious accommodations were required to use Paid Time Off
22 (“PTO”).

23 121. Once the employee expended PTO, (s)he was placed on unpaid administrative
24 leave (“Leave”).

PeaceHealth has treated religious objectors with contempt

122. From the beginning PeaceHealth was denying that there was any valid religious reason to be unvaccinated. Chief Physician Executive Dr. Doug Koekkoek said in a news release dated August 3, 2021, “Though nearly 80% of PeaceHealth caregivers have already been vaccinated . . . We believe all healthcare workers who are medically able should get a COVID-19 vaccine to keep themselves, our patients, and our communities safe.”²⁹

123. In that same news release dated August 3, 2021, PeaceHealth contemplated allowing medical exemptions: “PeaceHealth announced that starting August 31, 2021, all caregivers will be required to be vaccinated against COVID-19 or submit a qualifying medical exemption.³⁰

124. The August 3, 2021, news release included accommodations for those with medical exemptions: “Unvaccinated individuals will be subject to regular COVID-19 testing, as well as additional masking, potential reassignment to non-patient care settings, and other safety protocols.”

125. No religious objections were contemplated when the policy was announced.

126. The policy changed by August 18, 2021, and included much confusion for all religious objectors prior to that date. Aitchison Decl. ¶ 6.

127. On August 18, 2021, PeaceHealth announced that no religious objector would be accommodated but would instead suffer an adverse employment action by being put on indefinite unpaid administrative leave.

128. Employees were harassed by supervisors because of their declination of the vaccine such as Claudia Delgado whose supervisor told her to change her religious beliefs to

²⁹ *PeaceHealth Requires COVID-19 Vaccination.*

³⁰ *Id.*

1 align with his opinion and get the vaccine. Delgado Decl. at ¶ 15.

2 129. This policy that no unvaccinated worker would be allowed on PeaceHealth
3 property after September 1, 2021, left some religious objectors deciding it was futile to object.

4 130. Because of this policy, Religious Objectors remain on Leave and cannot return to
5 work unless and until: (1) they become “fully” vaccinated against COVID-19; or (2)
6 PeaceHealth rescinds its policy requiring “full” vaccination against COVID-19 as a condition of
7 employment.

8 131. All benefits were suspended, including 401k contributions and matching.

9 132. This unpaid administrative leave and suspension of benefits continues to be
10 extended despite Governor Inslee ending the state of emergency on October 31, 2021.³¹

11 133. During the pendency of the exemption process many of the employees were
12 harassed, bullied, and subjected to a hostile work environment.

13 134. Lists of unvaccinated employees were displayed in plain view of all employees,
14 not only revealing personal medical information, but leaving them exposed to criticism and
15 harassment for their religious beliefs. Delgado Decl. at ¶ 15.

16 135. Unvaccinated employees were often viewed and treated as though they were a
17 danger to others even though the information provided by the State and Federal Government
18 clearly indicated that the vaccines failed to cease transmission of COVID-19.

19 136. Comments from managers included, “you’re putting a nail into your own coffin if
20 you’re not taking a COVID vaccine! No one will hire you.”

21 137. Doctors commented that “this was a pandemic of the unvaccinated.” Ast Decl. at
22 Ex. A.

³¹ <https://www.governor.wa.gov/news-media/inslee-announces-end-remaining-covid-19-emergency-orders-and-state-emergency-october-31>

1 138. Doctors also commented “Everybody should be vaccinated. There is no reason
2 not to be.” Ast Decl. at Ex. A.

3 139. Others were subject to long meetings in managers offices where a great deal of
4 pressure was exerted to get vaccinated despite awareness that the employee had a religious
5 objection.

6 140. Comments from colleagues and staff also went unanswered by management at
7 PeaceHealth. These comments included such statements as antivaxxers are stupid (“I thought
8 you were smart”), they don’t believe in science, they “should not be allowed on campus,” they
9 should not be in the medical profession. Kolb Decl. at ¶ 18.

10 141. Other comments included, “Any nurse who doesn’t want the vaccination doesn’t
11 deserve to be a nurse,” and “how can you be a nurse and not believe in science, you will kill us!”
12 Krenzler Decl. at ¶ 15.

13 142. At other times, coworkers simply refused to talk or eat with their unvaccinated
14 colleagues.

15 143. Comments were also rampant on the PeaceHealth Facebook page about
16 unvaccinated workers putting everyone at risk. Kolb Decl. at ¶ 18.

17 144. Despite the issue being brought up to management, the comments supporting
18 unvaccinated workers were deleted while derogatory comments were left untouched without
19 comment. Id.

20 145. Other practitioners also were telling patients to check badges for the sticker
21 indicating whether a nurse or doctor was vaccinated and telling them to decline being treated by
22 an unvaccinated practitioner.

23 146. Further, PeaceHealth falsely claimed that religious objectors were unavailable to
24 work when contacted by the Washington Employment Security Department.

1 147. PeaceHealth also issued a blanket denial of Extended Illness Hours for all
2 PeaceHealth employees who refused the vaccine despite the UNUM insurance company initially
3 approving such use because the religious objectors were not allowed to work. Zimmerman Decl.
4 at ¶ 19.

5 148. On information and belief, those few employees who were granted medical
6 exemptions will have a job waiting for them, whereas religious objector's jobs will not be held
7 for them, and even if the mandate is lifted, they will have to reapply and lose all seniority.

8 149. On information and belief, unvaccinated workers have been rehired or have been
9 working all along either as employees or as contractors.

10 ***PeaceHealth could have Accommodated Unvaccinated Employees with a***
11 ***de minimis burden***
12

13 150. Until PeaceHealth put all unvaccinated employees on unpaid administrative leave,
14 PeaceHealth employees had been working throughout the pandemic, over a year and a half, using
15 PPE and other countermeasures.

16 151. By July 27, 2021 the CDC acknowledged that “preliminary evidence suggests that
17 fully vaccinated people who do become infected with the Delta variant can spread the virus to
18 others.”³²

19 152. PeaceHealth knew that unvaccinated employees could be accommodated as was
20 apparent in the first press release on August 3, 2023.

21 153. With the CDC's admission that vaccination against COVID-19 does not cease
22 transmission of the disease, PeaceHealth could have adopted alternative COVID-19
23 countermeasures that had worked previously and allowed the unvaccinated workers left on staff

³²Centers for Disease Control and Prevention, COVID-19, Interim Public Health Recommendations for Fully Vaccinated People, <https://web.archive.org/web/20210728032236/https://www.cdc.gov/coronavirus/2019-ncov/vaccines/fully-vaccinated-guidance.html>

1 at no extra expense for the hospital.

2 154. PeaceHealth never imposed a vaccine mandate upon the patients themselves.

3 ***Plaintiffs' Asserted Sincerely Held Religious Beliefs***

4
5 155. Plaintiffs all have sincerely held religious beliefs that precluding each from
6 complying with PeaceHealth's Mandatory COVID-19 Vaccination Policy as each vaccine has a
7 connection with the use of cell lines of aborted fetuses (in their origination, production,
8 development, or testing).

9 156. A fundamental component of Plaintiffs' sincerely held religious beliefs is that all
10 life is sacred, from the moment of conception to natural death, and that abortion is a grave sin
11 against God and the murder of an innocent life.

12 157. One's own life and body is also sacred and prohibits the intentional intake of
13 known toxins such as the lipid nanoparticle and the spike protein which may harm the body in
14 unknown ways, nor intake substances with limited data and unknown risks such as these
15 experimental and new vaccines.

16 158. The Plaintiffs prayed, researched, and pondered this decision carefully and each
17 came to the conclusion that in obedience to God they could not take any of the COVID vaccines.

18 **V. FIRST CLAIM FOR RELIEF**
19 **(Failure to Accommodate in Contravention of Title VII of the Civil Rights Act – 42 U.S.C.**
20 **§2000e et seq and the Washington Law Against Discrimination, RCW 49.60.)**

21 159. Plaintiffs reallege all paragraphs above and below as if fully set forth herein.

22 160. Plaintiffs are members of a protected class based on their religious beliefs.

23 161. Plaintiffs' sincerely held religious beliefs conflict with the PeaceHealth's
24 COVID-19 vaccine mandate.

25 162. When Plaintiffs raised religious objections to taking the COVID-19 vaccine based
26 on sincerely held beliefs, PeaceHealth failed to make a good faith effort to accommodate

1 Plaintiffs' religious beliefs. Such accommodations would be required a de *minimis* effort, would
2 not have been an undue hardship to PeaceHealth, and would have allowed Plaintiffs to continue
3 working with PPE, regular testing, and other countermeasures to protect against the spread of
4 COVID-19, as was done for over a year and a half before the imposition of the COVID-19
5 vaccine mandate.

6 163. Instead of finding a reasonable accommodation or set of accommodations for
7 Plaintiffs, PeaceHealth engaged in a series of adverse employment actions which continue to this
8 day.

9 164. As a direct and proximate result of the aforesaid complained of conduct and
10 violation of Title VII, each respective Plaintiff sustained pecuniary and non-economic injuries in
11 an amount that exceeds \$75,000.00, including lost wages, benefits, retirement funds, the denial
12 of promotional opportunity, humiliation, embarrassment, unnecessary pain and suffering,
13 attorneys' fees, and costs associated with this action.

14 165. Plaintiffs have filed and are filing charges with the EEOC complaining of these
15 discriminatory actions, accompanied by attorney-requested immediate right to sue, which is
16 expected imminently. This Court may exercise its equity jurisdiction to grant preliminary
17 injunctive relief to preserve the status quo pending completion of the EEOC's administrative
18 process. See e.g., Sheehan v. Purolator Courier Corp., 676 F.2d 877, 884 (2d Cir. 1981); Drew v.
19 Liberty Mut. Ins. Co., 480 F.2d 69, 74 (5th Cir. 1973); Bailey v. Delta Air Lines, Inc., 722 F.2d
20 942, 944-45 (1st Cir. 1983).

21 **VI. SECOND CLAIM FOR RELIEF**
22 **(Disparate Treatment in Contravention of Title VII of the Civil Right Act – 42 U.S.C.**
23 **§2000e et seq and the Washington Law Against Discrimination, RCW 49.60.)**

24 166. Plaintiffs are Religious adherents with beliefs that do not conform to
25 PeaceHealth's religious understandings about the COVID-19 vaccines.

1 167. Plaintiffs were qualified to work in their respective positions and in fact had been
2 successfully working in their respective positions at PeaceHealth before they were forced to take
3 unpaid leave.

4 168. Plaintiffs all have been kept on unpaid leave since September 1, 2021, leave
5 which has been reviewed and extended approximately every three months.

6 169. Prior to being put on administrative leave, the Defendant allowed and supported
7 derogatory remarks toward Plaintiffs and their sincerely held beliefs.

8 170. Plaintiffs suffered this adverse employment action because of their sincerely held
9 beliefs against taking the vaccine.

10 **VII. THIRD CLAIM FOR RELIEF**
11 **(Disparate Impact in Contravention of Title VII of the Civil Right Act – 42 U.S.C. §2000e**
12 **et seq the Washington Law Against Discrimination, RCW 49.60.)**

13 171. Defendant’s COVID-19 vaccination policy, even if facially neutral, impacted
14 religious adherents with sincerely held religious beliefs against taking the vaccine more harshly
15 than on other.

16 172. Being vaccinated did not stop transmission.

17 173. Religious objectors could have continued to do their jobs as they had been doing
18 since January of 2020.

19 174. This treatment of religious adherents is not justified by a business necessity.

20 **VIII. FOURTH CLAIM FOR RELIEF**
21 **(Unlawful Employment Discrimination Based on Religion in Contravention of the**
22 **Washington Law Against Discrimination RCW 49.60)**

23 175. Plaintiff realleges all paragraphs above and below as if fully set forth herein.

24 176. Plaintiffs are members of a protected class based on their religious beliefs.

25 177. Plaintiffs’ sincerely held religious beliefs conflict with the PeaceHealth’s
26 COVID-19 vaccine mandate.

1 178. When Plaintiffs raised religious objections to taking the COVID-19 vaccine based
2 on sincerely held beliefs, PeaceHealth failed to make a good faith effort to accommodate
3 Plaintiffs' religious beliefs.

4 179. Rather, PeaceHealth took a universal approach to "accepting Plaintiffs' religious
5 objections" while disclaiming the ability to accommodate the requests.

6 180. It would not have been an undue hardship to have allowed Plaintiffs to continue
7 working with PPE, regular testing, and other countermeasures to protect against the spread of
8 COVID-19, as was done for over a year and a half before the imposition of the COVID-19
9 vaccine mandate.

10 181. Instead of finding a reasonable accommodation or set of accommodations for
11 them, PeaceHealth engaged in a series of adverse employment actions, which continue to this
12 day.

13 182. As a result of PeaceHealth's violation of RCW 49.60 Plaintiffs have each lost
14 more than one year's worth of wages and benefits in an amount to be determined at trial.

15 **IX. FIFTH CLAIM FOR RELIEF**
16 **(Unlawful Employment Discrimination Based on Hostile Work Environment Under**
17 **Title VII of the Civil Right Act – 42 U.S.C. §2000e et seq the Washington Law Against**
18 **Discrimination, RCW 49.60.)**

19 183. Plaintiffs reallege all paragraphs above and below as if fully set forth herein.

20 184. Plaintiffs are members of a protected class based on their religious beliefs.

21 185. Plaintiffs' sincerely held religious beliefs conflict with the PeaceHealth's
22 COVID-19 vaccine mandate.

23 186. Plaintiffs' personal status based on their religious beliefs was made public by
24 PeaceHealth policy.

25 187. Because of Plaintiffs' sincerely held religious beliefs they were exposed to

1 repeated and incessant derogatory comments.

2 188. Such comments included such ideas as they were stupid, that their beliefs were no
3 reason not to be vaccinated, that they needed to change their beliefs, that they were killing
4 others, that they were causing a staffing shortage, that they were selfish, that they did not believe
5 in science.

6 189. Plaintiffs' were also isolated from other employees by PeaceHealth policy.

7 190. Plaintiffs were silenced, singled out, maligned, and rejected.

8 191. Plaintiffs suffered pressure from managers and superiors to change their beliefs or
9 violate their beliefs.

10 192. Even when Plaintiffs complained about the treatment they experienced from other
11 employees, nothing was done to stop it.

12 193. In fact, superiors or managers supported the treatment Plaintiffs received from
13 other employees.

14 194. Such comments, isolation, and pressure was unwanted, severe, continuous and
15 extreme, creating a hostile working environment.

16 195. The treatment created stress and even caused some Plaintiffs severe emotional
17 distress, leading to medical treatment and medication.

18 196. PeaceHealth and individual Defendants should have known that their policies
19 were creating dissention between employees.

20 197. Plaintiffs suffered religious discrimination from fellow employees.

21 198.

22 **X. SIXTH CLAIM FOR RELIEF**
23 **(Injunctive Relief)**

24 199. Plaintiffs reallege all paragraphs above and below as if fully set forth herein.

1 200. PeaceHealth's COVID-19 vaccine requirement threatens immediate and
2 irreparable harm to Plaintiffs, including a loss of highly trained employees.

3 201. Monetary damages or other remedies at law cannot adequately address the injury
4 caused by the COVID-19 vaccine requirement as Plaintiffs cannot return to work at PeaceHealth
5 until PeaceHealth rescinds the requirement.

6 202. Balancing the hardships to Plaintiffs relative to the hardships to Defendants,
7 extraordinary equitable relief is warranted.

8 203. Permanent injunctive relief would not disserve the public interest, because it
9 would enjoin unconstitutional and illegal action.

10 **XI. REQUEST FOR RELIEF**

11 **WHEREFORE, the Plaintiffs pray:**

12 204. A judgment in favor of Plaintiff and against Defendant on both claims in an
13 amount to be determined at trial but exceeding \$10,000,000.00.

14 205. A finding that Defendants have discriminated against Plaintiffs on the basis of
15 Plaintiffs' sincerely held religious beliefs.

16 206. A declaration from this Court that the Plaintiffs' right to be free from arbitrary
17 and capricious government action has been infringed.

18 207. A declaration from this Court that PeaceHealth has exceeded its authority.

19 208. A declaration from this Court that the Plaintiffs are entitled to their wages and
20 benefits.

21 209. A preliminary and permanent injunction from being prevented from working for
22 PeaceHealth based on vaccination status.

23 210. Attorney fees and exemplary damages as authorized by 42 U.S.C. § 1988, other
24 statute, contract or recognized ground of equity, as applicable.

CERTIFICATE OF SERVICE

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I hereby certify that on this 30th day of March 2023, I electronically filed the foregoing document with the Clerk of the United States District Court using the CM/ECF system which will send notification of such filing to all parties who are registered with the CM/ECF system.

DATED this 30th day of March 2023.

/s/Madeline Johnson
Madeline Johnson