

CIRCUIT COURT FOR THE STATE OF OREGON  
COUNTY OF DESCHUTES

LISA HINDMAN, an Individual,  
BREANNA RILEY, an Individual,  
JAY TERRY, an Individual,  
AMY PEACHY (PAYNE), an Individual,  
ROBIN BIRD, an Individual,  
MARY STEINHAUFF, an Individual,  
NOEL KARR, an Individual,  
CAMILLE COE (VALBERG), an Individual,  
LAUREN FULTON, an Individual,  
STEVEN SHRINER, an Individual, and  
HEIDI NARVER, an Individual,

Plaintiffs,

v.

ST. CHARLES HEALTH SYSTEM, INC., a  
corporation,

Defendant.

Case No.

COMPLAINT FOR DAMAGES  
(EMPLOYMENT DISCRIMINATION)

Prayer: >\$2,500,000.00

NOT SUBJECT TO MANDATORY  
ARBITRATION

**JURY TRIAL REQUESTED**

COME NOW, Plaintiffs, through counsel, file this Complaint for Damages against the above-named Defendant (herein, “Defendant” or “St. Charles”). Plaintiffs allege as follows:

1.

**INTRODUCTION**

This case goes to heart of an individual’s fundamental right to free religious expression and thought. This case also grapples with the controversies surrounding management of the COVID-19 pandemic and the vaccine mandates that have swept the nation. In the end, though, this case is about the Plaintiffs and the unlawful religious discrimination they encountered at the hands of their employer, St. Charles Medical Center.

2.

**JURISDICTION, VENUE, AND PARTIES**

3.

Venue for this action is proper in Deschutes County, Oregon. At all times material to this Complaint, Plaintiffs lived in Deschutes County, Oregon. Defendant is a corporation with more than 500 employees that does regular, sustained business activity in the State of Oregon. Plaintiffs have exhausted their administrative remedies through the Oregon Bureau of Labor and Industries (BOLI) and received right-to-sue letters and have filed this Complaint in a timely manner.

4.

At all times material to this Complaint, Defendant St. Charles Medical Center was regularly conducting business in the State of Oregon, specifically at the Bend, Oregon facility in Deschutes County, Oregon.

5.

Plaintiffs seek a jury trial for all claims that can be tried to a jury under state law.

6.

### STATEMENT OF FACTS

7.

At all times material to this Complaint, the Defendant had imposed a COVID-19 vaccine mandate for its employees beginning in September 2021, more than eighteen months after the beginning of the COVID-19 worldwide pandemic. During the year and a half between the start of the pandemic in March 2020 and the imposition of the Defendant's COVID-19 vaccine mandate, each of the Plaintiffs worked without issue complying with the Defendant's safety plan to prevent or reduce the risk of the spread of COVID-19, including wearing personal protective equipment ("PPE"); social distancing; regular handwashing; regular testing when available; and quarantining when necessary. Their individual stories are below.

8.

**ROBIN BIRD**

Ms. Bird worked as the Facilities Coordinator in the St. Charles Facilities Services Department from March of 2004 until October 12, 2021. Her department also provided building and maintenance to the majority of offsite buildings and locations.

The last eighteen (18) months before the vaccine mandate took effect in October of 2021, Ms. Bird was working successfully remotely from home in La Pine. Ms. Bird worked with exclusively positive reviews. At the time of her termination, Ms. Bird was making approximately \$51,000.00 annually with a generous benefits package.

On or about September 8, 2021, Ms. Bird applied for a religious exemption from the vaccine mandate based on her sincerely held religious beliefs. On or about September 22, 2021, Ms. Bird was informed that her application had been denied. On or about October 12, 2021, Ms. Bird was terminated, despite having worked remotely successfully for the prior eighteen (18) months.

Ms. Bird intended on retiring from St Charles at the age of 70, but was terminated at age 58. At the time she was terminated, her gross monthly pay was \$5,143.50. Her damages are at least \$350,000.00, or an amount to be determined at trial.

9.

**HEIDI NARVER**

Ms. Narver worked for approximately four years without incident and with exclusively positive reviews as a Registered Nurse for St. Charles. At the time of her termination, Ms. Narver was making approximately \$103,000.00 annually with a generous benefits package.

1 Ms. Narver applied for a religious exemption, which was approved. Even with that  
2 approval, she was placed on unpaid leave of absence on October 18, 2021. Ms. Narver was  
3 officially terminated from St Charles on February 16, 2022.

4 Because of St. Charles' unlawful conduct, Ms. Narver was caused major stress and anxiety,  
5 and has lost a lucrative and meaningful career. As a result of this termination, Ms. Narver lost her  
6 income, resulting in great financial strain. She has been forced to take traveling nurse positions,  
7 which took her away from her family. She has incurred at least \$200,000.00 in damages, or an  
8 amount to be determined at trial.  
9

10 10.

11 **AMY PEACHEY (PAYNE)**

12 Ms. Peachy worked for approximately five years without incident and with exclusively  
13 positive reviews as a Registered Nurse for St. Charles. At the time of her termination, Ms. Peachy  
14 was making approximately \$79,000.00 annually with a generous benefits package.

15 Ms. Peachey started receiving warnings in the summer of 2021 that she would have the  
16 option to test for Covid instead of receiving the vaccine. She then witnessed her co-workers stating  
17 they would like to be the crew testing at the doors, and they can't wait to "shove those tests up their  
18 noses..." This was at a time also where she was offered to wear N95 masks in place of being  
19 vaccinated and she had planned on being compliant with that rule.  
20

21 Negative dialogue and vaccine-driven patient care became a new normal in the workplace.  
22 Ms. Peachey witnessed her fellow co-workers on multiple occasions talk negatively against  
23 anyone who did not get the vaccine. She then had to place a sticker on her badge identifying that  
24 she was unvaccinated, which felt humiliating and unnecessary. She felt she could not have a  
25 conversation with fellow employees without scanning each other's badge status. Ms. Peachey  
26

1 approached her manager at the time about the bullying and discrimination she was receiving and  
2 witnessing within patients rooms and in the common areas. Nothing was done to stop the behavior,  
3 and it appeared to be encouraged instead.

4 Ms. Peachey applied for a religious exemption, which was "accepted" in September of  
5 2021 but with this came leave without pay and she lost all her retirement and medical benefits. She  
6 was locked out of the building on Monday, October 18, 2021.

7 Because of St. Charles' unlawful conduct, Ms. Peachy was caused major stress and anxiety,  
8 and has lost a lucrative and meaningful career. As a result of this termination, Ms. Peachy and her  
9 family lost her income, resulting in great financial strain. She was forced to leave a position where  
10 she was making approximately \$87,000.00 per year. Ms. Peachey was forced to take a different  
11 RN position for a lower wage at \$9.00 an hour less than what she made at St. Charles. Additionally,  
12 she lost retirement contributions. She has incurred at least \$100,000.00 in damages or an amount  
13 to be determined at trial.  
14

15  
16 11.

17 **BRENNARILEY**

18 Ms. Riley began working at St Charles Hospital on January 5, 2020 as a Certified Health  
19 Environmental Technician. Throughout that entire year, she worked deep inside the rooms where  
20 COVID-19 patients were, often for ten hours a day. Ms. Riley would often go in on her days off to  
21 work. Ms. Riley dedicated herself to every patient that came through the door. There were many  
22 times that personal protective equipment (PPE) was not accessible. In her role, she was required  
23 to enter COVID-19 patient rooms regardless of what PPE was available to make sure the rooms  
24 were clean and disinfected.  
25  
26

1 Ms. Riley applied for a religious exemption on September 24, 2021. She had refused to  
2 take other vaccines upon hire, and she was always allowed to work without question. However,  
3 St. Charles refused to accommodate Ms. Riley or her religious beliefs. She was told that they had  
4 no accommodations for unvaccinated staff, that she could apply for other positions, but she would  
5 not be accepted. Functionally, she was told that vaccination was the only accommodation.

6 Many of the vaccinated staff members would continuously give dirty looks to the  
7 unvaccinated staff, make comments under their breath, and say things like Ms. Riley was not  
8 welcome to be in the hospital or work with the sick if she was not vaccinated. By the administrative  
9 requiring vaccinated staff to wear a red dot on their badges, it allowed staff members to identify  
10 who was not vaccinated, which made the working environment extremely uncomfortable and  
11 hostile. The bullying and hostile environment worsened and continued all throughout September  
12 and October of 2021.

14 Due to being forcibly terminated from her employment with St Charles, Mr. Riley faced  
15 eviction many times. Due to her religious beliefs, they refused to provide any accommodations  
16 even though she was willing to take any other steps for protection, including paying for outside  
17 equipment and tests. Three days before the termination date, they deactivated her clock- in card  
18 preventing her from collecting income the last three days she worked. Further, Ms. Riley was  
19 unemployed for two years. She received unemployment for six weeks that totaled \$1,800. She  
20 was given loans by family members in the total amount of \$7,800. She obtained a loan from One  
21 Main Financial of \$1,500 and with interest will end up being a total of \$3,000 to pay back. She  
22 was damaged at least in the amount of \$150,000.00, or in an amount to be determined at trial.

24 12.

25 **MARY STEINHAUFF**

1 Ms. Steinhauff worked for approximately thirty-two (32) years without incident and with  
2 exclusively positive reviews as a Staff Registered Nurse for St. Charles. At the time of her  
3 termination, Ms. Steinhauff was making approximately \$72.98 hourly. When the pandemic began  
4 in 2020, Ms. Steinhauff would fill positions when there was a need. As the COVID-19 policies  
5 changed, she participated in the required in services to be up to date and ready to work as needed.  
6 As summer progressed, Ms. Steinhauff resumed working more because other staff members were  
7 taking vacations. She practiced good preventative measures to avoid getting COVID-19 from her  
8 patients.  
9

10 As the vaccines rolled out, Ms. Steinhauff made the choice to pass based on her sincerely  
11 held religious beliefs. But as 2021 progressed and the talk of requiring the vaccine was circulating,  
12 many staff members became hostile and verbally aggressive against people who did not want to  
13 take the vaccine.  
14

15 Ms. Steinhauff received an email from St. Charles on September 21, 2021 regarding her  
16 lack of the vaccine. She maintained her decision not to take the vaccine. As the date October 18,  
17 2021 approached, Ms. Steinhauff experience many staff members treating her differently. They  
18 would not talk to her, and they treated her as if she were stupid. Ultimately, Ms. Steinhauff's long  
19 and distinguished career in nursing ended without even an exit interview. Ms. Steinhauff believes  
20 nursing is a career of advocacy. She was removed from nursing without the ability to advocate for  
21 herself.  
22

23 Ms. Steinhauff's pay was \$72.98 per hour due to seniority and experience. She has been  
24 damaged at least in the amount of \$500,000.00 in lost wages, potential earning power in her last  
25 years of employment at the highest rate as an experienced RN, BSN, and for pain and suffering  
26 she experienced from St Charles, or in an amount to be determined at trial.

**JAY TERRY**

1  
2  
3 Mr. Terry began working at St. Charles in June 2001. From 2006-date of termination he  
4 worked as a Registered Nurse. He also worked for three years in leadership as a Charge RN and  
5 five years on IMCU (Critical Care Step Down). He was respected by his peers for being  
6 dependable, loyal, and hard working. He was planning to work at St. Charles until he retired.

7 Mr. Terry first heard about the Oregon covid vaccine mandate for healthcare workers in  
8 August of 2021. Mr. Terry submitted his request for a religious exemption on September 5, 2021.  
9 On or about September 21, 2021, his religious exemption was approved.  
10

11 Nicole Ponder from HR called Mr. Terry to inform him that his exemption was approved.  
12 She then asked him what he was willing to do as far as "reasonable accommodations". He told her  
13 that he would be willing to test weekly, wear an N95 mask, stay at home if he had any symptoms  
14 and was willing to work from home if there was an opportunity for things such as auditing charts.  
15 Nicole told him that none of those options were acceptable, even though many other hospitals in  
16 Oregon did allow for these same accommodations. Mr. Terry was told that he could apply for  
17 remote positions otherwise, even though his religious exemption was approved he would be placed  
18 on leave of absence without pay after his last shift during the week of October 18, 2021. He was  
19 then terminated on January 31, 2022 as a "reasonable accommodation" for his religious exemption.  
20 Mr. Terry's employment officially ended on February 16, 2022.  
21

22 Mr. Terry was given St Charles' policy by his manager, Kelly Plunkett, RN, BSN, CCRN,  
23 the Intermediate Care unit and Central Monitoring Unit Manager. Mr. Terry advised Ms. Plunkett  
24 how disgusted he was that it somehow changed to where it was now normal for any staff member  
25 to demand medical information from another other staff member; and that peoples' personal,  
26



1 protected health information could be discussed openly, and that the information spread quickly  
2 and easily. Mr. Terry told her that staff asking other staff if they had taken their vaccine and then  
3 degrading them once they heard of their unvaccinated status had become normal day-to-day  
4 interaction and casual conversation between staff and that it was not right. Mr. Terry also told her  
5 that since the mandates, he had never had anyone from the hospital, including his leadership or  
6 HR stand by him and defend his choice for himself. One night while on his shift, he was asked  
7 five times about his vaccination status. Each time he felt he either had to lie, or he tried to change  
8 the subject. He told Ms. Plunkett that he felt alone and shamed.  
9

10 Mr. Terry experienced severe trauma, depression, anxiety and loss related to how he was  
11 treated by his peers, Human Resources and the loss of a 20 year career even though he had been  
12 approved for a religious exception. He continues to have trouble sleeping due to this experience  
13 and feels he has been persecuted for his religious belief. Mr. Terry lost his health insurance for  
14 one month, then had to pay full premium health ins for his family until his current job starting mid-  
15 September, 2022 covered it. He had to close his 403B, lost 6% match from St Charles in his  
16 retirement and had to move the account into a different kind of retirement account. He has incurred  
17 at least \$500,000.00 in damages, or an amount to be determined at trial.  
18

19 14.

20 **STEVEN SCHRINER**

21 Mr. Schriners first day working for what is now St. Charles was February 7, 1998. He was  
22 hired for the weekend day shift as a laboratory technician. During his twenty-three (23) years of  
23 working this shift, Mr. Schriners worked for many different managers, and he always received  
24 positive annual work reviews. In addition, Mr. Schriners was awarded Caregiver of the Month in  
25 July 2007.  
26

1 Mr. Schriner had declined the flu vaccination for multiple years due to religious reasons  
2 and was never asked to leave as a result. When Mr. Schriner declined the initial offering of the  
3 COVID vaccine on February 26, 2021, due to religious reasons, he assumed it would be similarly  
4 respected. Mr. Schriner applied for a religious exemption in September 2021, which was approved  
5 on September 20, 2021. But Mr. Schriner was told there would be no accommodation to work in-  
6 house. On October 14, 2021, Mr. Schriner received an email to his St. Charles work email advising  
7 that he was terminated from his position in the laboratory. He was placed on unpaid administrative  
8 leave on October 18, 2021 and was constructively discharged in January 2022.  
9

10 Mr. Schriner lost his income with benefits at St. Charles, and he has also incurred  
11 significant expenses as a result of his firing. He has incurred at least \$290,000.00, or an amount to  
12 be determined at trial.

13 15.

14 **LISA HINDMAN**

15 Ms. Hindman was employed by St. Charles Health for over thirty-two (32) years, as a  
16 Registered Nurse. She worked as a Labor and Delivery nurse for twenty-five (25) years, and then  
17 moved to work in Community Hospice, working with dying patients and easing their transition.  
18 Ms. Hindman always received exceptional reviews, sat on multiple committees, and received  
19 awards for being both Caregiver of the Year and Caregiver of the Month. Her patients appreciated  
20 her kindness, compassion and caring, and adored her for the support she gave them.  
21

22 Ms. Hindman is a deeply spiritual person, with strongly held religious beliefs, who could  
23 not receive any of the available COVID-19 vaccines. When the vaccine mandate was imposed,  
24 Ms. Hindman applied for a religious exception, which was accepted by St. Charles. However, no  
25  
26

1 accommodation that would allow Ms. Hindman to continue working with her patients was made,  
2 such as continuing to work with appropriate PPE.

3 Ms. Hindman was so devastated by not being allowed to continue to help her patients  
4 through their death transition, that she would cry from patient to patient. After a discussion with  
5 her manager, she was approved to leave her position early, on September 7, 2021. Ms. Hindman  
6 was given the choice of unpaid leave or termination, with either choice resulting in no income.  
7 Ms. Hindman chose termination, so that she could access her retirement account to pay off debts  
8 and survive.  
9

10 Ms. Hindman suffered emotional, mental and physical distress, including debilitating  
11 stress, anxiety attacks and migraines. Ms. Hindman endured discrimination and hostile comments  
12 from St. Charles staff and co-workers before and after her termination, because of her religious  
13 beliefs and vaccine status. After her termination Ms. Hindman became ill with COVID-19 and  
14 went to the ER requesting IV fluids. She was turned away by the ER doctor, after she revealed  
15 her vaccination status. He told her he needed to follow a different algorithm of treatment for  
16 unvaccinated people, and he could not give her the fluids she requested. Ms. Hindman was  
17 unemployed for almost a year before finding an employer that both accepted and accommodated  
18 her religious exception. Ms. Hindman has incurred economic damages of at least \$149,587, and  
19 non-economic damages of \$450,000, or an amount to be determined at trial.  
20

21 16.

22 **NOEL KARR**

23 Ms. Karr was employed by St. Charles Health for two years as a Registered Nurse Case  
24 Manager. Ms. Karr worked in Home Health, driving to care for patients in their homes. Her patients  
25  
26

1 appreciated her caring, kindness and compassion, and she received consistently positive feedback  
2 from her patients and her manager.

3 Ms. Karr has deeply held Christian religious beliefs regarding the sanctity of life. As such,  
4 she could not take any of the available COVID-19 vaccine. When the COVID-19 vaccine mandate  
5 was imposed, Ms. Karr applied for a religious exception, which was accepted. Ms. Karr was  
6 informed that she could resign, or she would be placed on unpaid leave by October 18, 2021. Ms.  
7 Karr was so upset that she was unable to work, and was placed on a leave of absence, starting on  
8 October 11, 2021.  
9

10 Ms. Karr suffered emotional and mental distress, including stress, anxiety and depression.  
11 She was unable to leave her house or talk with anyone. Ms. Karr continued unpaid leave until it  
12 was ended by St. Charles on February 16, 2022. Ms. Karr was unable to obtain employment until  
13 September 2022, and drained all her savings. Ms. Karr lost her income, her benefits, including  
14 health insurance, and her seniority, with accompanying raises. She now has contract work with  
15 no benefits. Ms. Karr has incurred economic damages of at least \$100,000 and non-economic  
16 damages of \$300,000, or an amount to be determined at trial.  
17

18 17.

19 **CAMILLE COE (FORMERLY VALBERG)**

20 Ms. Coe is a Registered Nurse who was employed by St. Charles hospital for over a year.  
21 Ms. Coe is also a Christian with deeply held religious beliefs that would not allow her to accept  
22 any of the available COVID-19 vaccines. On September 30, 2021, Ms. Coe applied for a religious  
23 exception to the COVID-19 vaccine mandate that had been imposed for all healthcare workers in  
24 Oregon. Ms. Coe's exception request was granted but no accommodation was made for her to  
25  
26

1 continue to work. Ms. Coe was not qualified for any of the remote work positions that were  
2 available. Ms. Coe was terminated on October 17, 2021.

3 Ms. Coe was earning \$48.89 hourly plus a weekend differential of \$1.80, for an annual  
4 salary of \$93,000. Prior to her termination, Ms. Coe was subjected to discriminatory practices for  
5 her religious beliefs and unvaccinated status, including being verbally discriminated against. In  
6 addition, unvaccinated workers were required to use a different entrance, and stickers on badges  
7 were used to differentiate between those who were vaccinated and not.

8 Ms. Coe suffered emotional and mental distress, including tremendous stress and anxiety.  
9 As a result of her termination, Ms. Coe lost her income and benefits, including health insurance  
10 and pay differential. Worst of all, she was forced to permanently move away from her family and  
11 home to obtain employment, and still has not been able to return. She worked as a travel nurse,  
12 with the costs of hauling her trailer for one job and renting a house for another job. Ms. Coe has  
13 found permanent employment in a different part of Oregon, but at the cost of not living at home  
14 or seeing and being with her family regularly. Ms. Coe has incurred economic damages of at least  
15 \$60,000, and non-economic damages of \$200,000, or an amount to be determined at trial.  
16  
17

18 18.

19 **LAUREN FULTON**

20 Ms. Fulton was employed by St. Charles Health for seven years as a phlebotomist. She  
21 always had positive reviews and was deeply respected by her co-workers.

22 Ms. Fulton has deeply held Christian religious beliefs, which would not allow her to obtain  
23 any of the available COVID-19 vaccines. On October 12, 2021, Ms. Fulton applied for a religious  
24 exception, which was approved, but she was placed on unpaid leave, and no accommodation was  
25 made for her to continue to work. Ms. Fulton was caused mental and emotional distress, including  
26

1 great anxiety about the loss of her income and benefits, including health insurance. This loss of  
2 income greatly affected Ms. Fulton and her family, and they were forced to pay out of pocket for  
3 their medical costs. She has incurred at least \$100,000.00 in damages, or an amount to be  
4 determined at trial.

5  
6 19.

7 The Defendant has yet to explain why, in its view, after more than eighteen months of  
8 being able to work without incident during the pandemic, Plaintiffs' unvaccinated statuses  
9 suddenly created an unacceptable health and safety risk necessitating them being denied their  
10 requested exemption and then terminated.

11 20.

12 Upon information and belief, the Defendant's adverse employment actions against  
13 Plaintiffs were not, as it has claimed, to protect against an unacceptable health and safety risk.  
14 Instead, those actions were discriminatory against Plaintiffs based on their individual, sincerely  
15 held religious beliefs and retaliation for expressing those beliefs. There were reasonable  
16 accommodations available to the Defendant that would not have created an unfair hardship that it  
17 failed to pursue. Instead, it took the most drastic employment action it could against Plaintiff with  
18 an unlawful discriminatory intent.

19 21.

20 The Defendant also created and fostered a hostile work environment for the Plaintiffs  
21 because of their religious beliefs. Plaintiffs were isolated, mocked, highlighted as being  
22 unvaccinated, ridiculed, and gaslighted by Defendant, its employees, and even at times, its  
23 patients.

24 22.

25 **FIRST CLAIM FOR RELIEF**  
26 **(Unlawful Employment Discrimination Based on Religion**  
**in Contravention of Or. Rev. Stat. § 659A.030)**

1  
2 Plaintiffs reallege all paragraphs above and below as if fully set forth herein.

3 23.

4 Plaintiffs are members of a protected class on the basis of their devout and sincerely held  
5 religious beliefs.

6 24.

7 The Plaintiffs' sincerely held religious beliefs conflicted with the Defendant's COVID-19  
8 vaccine mandate.

9 25.

10 When Plaintiffs raised their well-founded and sincere religious objection to taking the  
11 COVID-19 vaccine, the Defendant failed to make a good faith effort to accommodate Plaintiffs'  
12 religious beliefs. It would not have been an unfair hardship to have allowed Plaintiffs to continue  
13 working with PPE, regular testing, and other measures to protect against the spread of COVID-  
14 19, as was done for the nearly two years before the imposition of the COVID-19 vaccine mandate.

15 26.

16 Instead of finding reasonable accommodation or set of accommodations for the Plaintiffs'  
17 religious beliefs, the Defendant engaged in a series of adverse employment actions culminating in  
18 their unlawful termination. The unlawful discrimination against Plaintiff's religion by Defendant  
19 as outlined above was a proximate cause of Plaintiff's wrongful termination.

20 27.

21 The Defendant also created an unlawful hostile work environment that targeted the  
22 Plaintiffs' status as religious objectors to the COVID-19 vaccine. As a consequence, the Plaintiffs  
23 were ridiculed, tormented, criticized, and isolated by their colleagues and even patients, causing  
24 significant distress.

25 28.

26 As a result of Defendant's violation of O.R.S. 659A.030(1)(A), Plaintiffs have been

1 damaged in an amount to be determined at trial, and for non-economic damages in an amount to  
2 be determined at trial for suffering, emotional distress, anguish, and mental distress. Plaintiffs also  
3 seek punitive damages. Plaintiff further seeks attorney's fees.

4  
5 **PRAYER FOR RELIEF**

6 WHEREFORE, Plaintiffs demand judgment against Defendant and seeks the following  
7 relief:

- 8 1. A judgment in favor of Plaintiffs and against Defendant in an amount to be determined at  
9 trial.
- 10 2. Plaintiffs seek a trial by jury on all claims to which they are entitled to a jury trial.
- 11 3. Plaintiffs' reasonable attorney fees, costs, and prevailing party fees.
- 12 4. Any other relief as the Court deems just and equitable.

13 DATED this 20th day of April, 2023.

14  
15 JANZEN LEGAL SERVICES, LLC

16 By /s/ Caroline Janzen  
17 Caroline Janzen, OSB No. 176233  
[caroline@ruggedlaw.com](mailto:caroline@ruggedlaw.com)  
18 Attorney for the Plaintiffs  
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