

**IN THE UNITED STATES DISTRICT COURT FOR THE MIDDLE
DISTRICT OF FLORIDA**

PETER CERRETA	:	
<i>Plaintiff,</i>	:	
v.	:	Jury Trial Demanded
	:	Case No.: 3:21-cv-982
JOHNSON & JOHNSON	:	
	:	
AND	:	
	:	
JOHNSON & JOHNSON VISION	:	
CARE, INC.	:	
	:	
<i>Defendant.</i>	:	
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**AMENDED COMPLAINT FOR PERMANENT INJUNCTION
FORBIDDING JOHNSON & JOHNSON VISION CARE, INC. AND
JOHNSON & JOHNSON TERMINATE EMPLOYMENT OF PLAINTIFF
FOR NON-COMPLIANCE WITH IMMUNIZATION REQUIREMENTS
DUE TO RELIGIOUS BELIEF UNDER THE CONSTITUTION OF THE
UNITED STATES ESTABLISHMENT CLAUSE; FREE EXERCISE
CLAUSE UNDER 42 U.S. CODE CHAPTER 21B – RELIGIOUS FREEDOM
RESTORATION ACT OF 1993 AND FOR DECLARATORY JUDGMENT**

Plaintiff, Peter Cerreta (“Cerreta”), through its undersigned counsel, hereby
sues Defendant Johnson & Johnson Vision Care, Inc. (“J&J) and Defendant
Johnson & Johnson (J&J1), Defendants together (“Company”) alleges as follows:

INTRODUCTION

1. Cerreta, by undersigned, files this complaint against Defendants J&J and
J&J1 for a permanent injunction forbidding J&J and J&J1 from terminating

the employment of Cerreta as a result of his non-compliance with J&J's and J&J1's immunization requirement to all employees as a result of the protections afforded by the Constitution of the United States Establishment Clause; Free Exercise Clause, under 42 U.S. Code Chapter 21B- Religious Freedom Restoration Act of 1993.

2. Cerreta also seeks permanent injunction forbidding J&J and J&J1 from terminating his employment as a result of his non-compliance with J&J's and J&J1's immunization requirement to all employees as a result of his requested Religious Exemption.

JURISDICTION AND VENUE

3. The Court has subject matter jurisdiction over this action under 28 U.S.C. §§1331.
4. Venue is proper in this district under 28 U.S.C. §1391(b)(1)

PARTIES

5. Plaintiff is Peter Cerreta, a Senior Engineer, located at 13015 Bent Pine Court East Jacksonville, Florida 32246 and is a Florida resident.
6. Defendant Johnson & Johnson Vision Care, Inc. is a Florida Corporation located at 7596 Centurion Parkway Jacksonville, Florida 32256.

7. Defendant Johnson & Johnson Family of Companies is a Foreign Corporation located at 1 Johnson and Johnson Plaza, New Brunswick, NJ 08933.
8. Defendant engaged, and continue to engage, in the conduct described in this Complaint from within the Middle District of Florida.

FACTUAL ALLEGATIONS

9. Cerreta is a Senior Engineer at the Company and has been under the Company employ since 2018. He has been a good employee and served his employer well.
10. On or about the 16th of August 2021, the Company disseminated an Executive Committee Communication titled “An Update on U.S. Employee Vaccine Requirements and the Company Flex.”
11. In this communication stated that effective Monday October 4th (2021), all employees will be required to be fully vaccinated against COVID-19.
12. There would be a Flex program that would provide for a hybrid work week that involves 3 days on-site and 2 days remote per week.
13. On or about September 3rd, 2021, the Company disseminated to all employees a document titled “Proof of Vaccination: What You Need to Know.” In that document the Company provides for information as to how someone is to be considered fully vaccinated and the timelines to follow.

14. On or about August 31st, 2021, Cerreta received an email communication from the Company acknowledging his request for accommodation regarding the vaccination requirement and requested series of questions be responded to in order to evaluate the legitimacy of Cerreta's request for religious exemption.

15. Some questions included but were not limited to the following:

- a. What religion do you practice?
- b. Which religious beliefs conflict with the protocols/requirements?
- c. Do you have documentation from your religious leader regarding the religious belief that conflicts with the protocols?

16. On or about September 2nd, 2021, the Company's Global Services provided Cerreta with an internal case number 10941691 and stated an Employee Relations Professional would continue to work with Cerreta through the process.

17. On or about September 9, 2021, the Company Global Services corresponded with Cerreta stating it had granted the requested accommodation, but that the accommodation would expire in 90 days, or December 8, 2021.

18. If Cerreta loses his job as a result of a violation of the Constitutional protections under the Establishment Clause and the Free Exercise Clause given 42 U.S. Code Chapter 21B, he will experience irreparable harm in that

his career within the Company will be terminated as against his long-term career goals. Cerreta will also experience irreparable harm if an injunction is not granted prior to December 8, 2021, in that he would have to choose to violate his religious and convictions of conscience if he is to keep his employment relationship with the Company.

19. There is no other adequate remedy in that Damages cannot compensate for matters involving religious conviction and conscience. Further, Cerreta has not been terminated yet but is under continuous threat of termination if he does not violate his religious and convictions of conscience.

20. There are millions of individuals in the United States of America with deep religious convictions, convictions of conscience that fear gubernatorial and corporate bureaucratic mandates and requirements to vaccinate against COVID-19. There is great public interest in obtaining resolution to the question as to whether by decisional law, a preemptory functional outcome may be obtained that provides for religious convictions the right under federal law to be exempt from immunization requirements when mandated by an employer.

COUNT I

AGAINST JOHNSON & JOHNSON VISION CARE INC.

(Violation of United States Constitution Establishment Clause; Free Exercise Clause under 42 U.S. Code Chapter 21B- Religious Freedom Restoration Act of 1993– Injunctive Relief)

21. Plaintiff, Peter Cerreta (“Cerreta”) re-alleges and incorporates by reference Paragraphs 1 through 20 of this Complaint as though fully set forth herein.
22. By reason of the conduct described herein, Defendant J&J violated, and is about to violate the United States Constitution’s Establishment Clause; Free Exercise Clause under 42 U.S. Code Chapter 21B – Religious Freedom Restoration Act of 1993 by engaging in practices that require a religious institutions official sanctioning of a requested religious accommodation by an employee.
23. Defendant J&J also violated and will violate the United States Constitution’s Establishment Clause; Free Exercise Clause under 42 U.S. Code Chapter 21B – Religious Freedom Restoration Act of 1993 by removing accommodations for the specific purpose of justifying the termination of employment of Cerreta.
24. Upon a showing that Defendant J&J is violating or is about to violate Cerreta’s right to religious liberty under the United States Constitution’s Establishment Clause; Free Exercise Clause under 42 U.S. Code Chapter

21B – Religious Freedom Restoration Act of 1993, to seek a permanent injunction restraining all future conduct and to any other action this Court deems just and proper to prevent a continuing violation of Constitutional rights to Cerreta.

COUNT II

AGAINST JOHNSON & JOHNSON

(Violation of United States Constitution Establishment Clause; Free Exercise Clause under 42 U.S. Code Chapter 21B- Religious Freedom Restoration Act of 1993– Injunctive Relief)

25. Plaintiff, Peter Cerreta (“Cerreta”) re-alleges and incorporates by reference Paragraphs 1 through 20 of this Complaint as though fully set forth herein.

26. By reason of the conduct described herein, Defendant J&J1 violated, and is about to violate the United States Constitution’s Establishment Clause; Free Exercise Clause under 42 U.S. Code Chapter 21B – Religious Freedom Restoration Act of 1993 by engaging in practices that require a religious institutions official sanctioning of a requested religious accommodation by an employee.

27. Defendant J&J1 also violated and will violate the United States Constitution’s Establishment Clause; Free Exercise Clause under 42 U.S. Code Chapter 21B – Religious Freedom Restoration Act of 1993 by

removing accommodations for the specific purpose of justifying the termination of employment of Cerreta.

28. Upon a showing that Defendant J&J is violating or is about to violate Cerreta's right to religious liberty under the United States Constitution's Establishment Clause; Free Exercise Clause under 42 U.S. Code Chapter 21B – Religious Freedom Restoration Act of 1993, to seek a permanent injunction restraining all future conduct and to any other action this Court deems just and proper to prevent a continuing violation of Constitutional rights to Cerreta.

COUNT III

AGAINST THE COMPANY

(Against violation of United States Constitution Establishment Clause; Free Exercise Clause under 42 U.S. Code Chapter 21B- Religious Freedom Restoration Act of 1993– Declaratory Judgment)

29. Plaintiff, Peter Cerreta (“Cerreta”) re-alleges and incorporates by reference Paragraphs 1 through 20 of this Complaint as though fully set forth herein.

30. Under Rule 57 of the Federal Rules of Civil Procedure, Cerreta requests a declaration of his rights as an American Citizen to refuse to be vaccinated as a condition of employment with the Company because of his religious convictions and beliefs so that his personal conscience is not violated.

31. His rights being those arising under the Constitution of the United States Establishment Clause and Free Exercise Clause in relation to 42 U.S. Code Chapter 21B – Religious Freedom Restoration Act of 1993.

32. The Declaration sought is that a public corporate or public entity cannot require vaccination of employees as a condition of employment when an employee has declared his or her religious beliefs, convictions, or conscience to be violated if the vaccination is indeed obtained. That a public corporate or public entity is required to provide with an alternate accommodation for that employee if indeed the fear of an unvaccinated person is justifiable.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff, Peter Cerreta, requests of the Court the following relief:

A. That the Court issue a permanent injunction, pursuant to the religious protections afforded by the Constitution of the United States Establishment Clause and Free Exercise Clause given 42 U.S. Code Chapter 21B – Religious Freedom Restoration Act of 1993 ordering that Defendant is restrained from engaging, participating, or assisting in any acts, internal or external that would or could cause Plaintiff, Peter Cerreta be terminated from employment as a result of his religious beliefs and

moral conscience when there is accommodation available that does not inhibit him from the performance of his employment when he is not compliant with Defendant's immunization requirements to employees.

B. That the Court order such other and further relief as the Court shall deem just and proper.

DEMAND FOR TRIAL BY JURY

Pursuant to Rule 38 of the Federal Rules of Civil Procedure, Cerreta hereby demands a jury trial.

Dated: October 3, 2021

Respectfully Submitted,



/s/Jack Andreas Krumbein

JACK ANDREAS KRUMBEIN, ESQ.

Florida Bar Number 0103068

Krumbein Law PLLC

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Jacksonville, Florida 32258

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Facsimile: None

Email: Jack@jackandreaskrumbein.com

Counsel for Plaintiff

CERTIFICATE OF SERVICE

Plaintiff, Peter Cerreta, by counsel certifies that on October 3, 2021, I electronically filed the foregoing with the Clerk by using the CM/ECF system. I further certify that I mailed the foregoing document and the notice of electronic filing by first-class mail to the following non-CM/ECF participant:

Johnson & Johnson Vision Care, Inc.
Attn: General Counsel
7596 Centurion Parkway
Jacksonville, Florida 32256

Johnson & Johnson
1 Johnson and Johnson Plaza
New Brunswick, NJ 08933