

USDC SCAN INDEX SHEET



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3:04-CV-02590 HUBBARD V. MARSHALLS OF CA LLC

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LYNN HUBBARD, III, SBN 69773
SCOTTLYNN J HUBBARD, IV, SBN 212970 PH 12: 52
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DEPUTY

Attorney for Plaintiff

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF CALIFORNIA

'04 CV 259 UBTM (JMA)

LYNN J HUBBARD and
BARBARA J. HUBBARD

No.

Plaintiff,

Plaintiff's Complaint

vs.

MARSHALLS OF CA, LLC dba
MARSHALLS; S B TOWNE
CENTRE, LLC.

Defendants,

1 I. SUMMARY

2 1. This is a civil rights action by Plaintiffs, LYNN J HUBBARD
3 and BARBARA J. HUBBARD (“The Hubbards”) for discrimination at the
4 building, structure, facility, complex, property, land, development, and/or
5 surrounding business complex known as:

6 Marshalls
7 685 San Rodolfo Drive
8 Solana Beach, Ca 92075

9 (The “Store”)
10

11 2. The Hubbards seek compensatory and punitive damages,
12 injunctive and declaratory relief, attorney fees and costs, against defendants
13 MARSHALLS OF CA, LLC dba MARSHALLS; S B TOWNE CENTRE,
14 LLC (collectively “Marshalls”) pursuant to the Americans with Disabilities
15 Act of 1990, (42 U.S.C. §§ 12101 *et seq.*), and related California statutes.

16 II. JURISDICTION

17 3. This Court has original jurisdiction under 28 U.S.C. §§ 1331
18 and 1343 for ADA claims.

19 4. Supplemental jurisdiction for claims brought under parallel
20 California law—arising from the same nucleus of operative facts—is
21 predicated on 28 U.S.C. § 1367.

22 5. The Hubbards claims are authorized by 28 U.S.C. §§ 2201 and
23 2202.

24 III. VENUE

25 6. All actions complained of herein take place within the
26 jurisdiction of the United States District Court, Southern District of
27 California, and venue is invoked pursuant to 28 U.S.C. § 1391(b), (c).

1 IV. PARTIES

2 7. Marshalls owns, operates, or leases the Store, and consists of a
3 person (or persons), firm, or corporation.

4 8. The Hubbards have multiple conditions that affect one or more
5 major life functions. The Hubbards require the use of motorized
6 wheelchairs and a mobility-equipped vehicle, when traveling about in
7 public. Consequently, the Hubbards are “physically disabled,” as defined
8 by all applicable California and United States laws, and a member of the
9 public whose rights are protected by these laws.

10 V. FACTS

11 9. The Store is a sales or rental establishment, open to the public,
12 which is intended for nonresidential use and whose operation affects
13 commerce.

14 10. The Hubbards visited the Store and encountered barriers (both
15 physical and intangible) that interfered with—if not outright denied—their
16 ability to use and enjoy the goods, services, privileges, and accommodations
17 offered at the facility. To the extent known by the Hubbards, attached as
18 Exhibit A to this complaint is a true and accurate list (with photos) of
19 barriers that denied them access at the Store.

20 11. Notwithstanding that visit, the Hubbards were also deterred
21 from visiting the Store, because they knew that the Store’s goods, services,
22 facilities, privileges, advantages, and accommodations at the Store were
23 unavailable to physically disabled patrons (such as themselves). They still
24 refuse to visit the Store because of the future threats of injury created by
25 these barriers.

26 12. The Hubbards also encountered barriers at the Store, which
27 violate state and federal law, but were unrelated to their disability; these
28 unrelated barriers were included within Exhibit A, as a courtesy to

1 Marshalls, so the defendants can avoid inadvertent acts of discrimination
2 against the disabled. Nothing within this complaint, however, should be
3 construed as an allegation that the Hubbards are seeking to remove barriers
4 unrelated to their disabilities.

5 13. Marshalls knew that these elements and areas of the Store were
6 inaccessible, violate state and federal law, and interfere with (or deny)
7 access to the physically disabled. Moreover, defendants have the financial
8 resources to remove these barriers from the Store (without much difficulty
9 or expense), and make the facility accessible to the physically disabled. To
10 date, however, they refuse to either remove those barriers or seek an
11 unreasonable hardship exemption to excuse their non-compliance.

12 14. The Hubbards have suffered (or anticipates suffering)
13 emotional and physical harm during each visit to the Store and each incident
14 of deterrence. Moreover, because of Marshalls' acts and omissions, they
15 suffered physical discomfort and injury, emotional distress, and mental
16 suffering and distress.

17 15. All injuries suffered by the Hubbards are expectedly and
18 naturally associated with Marshalls' acts and omissions at the Store.

19 VI. FIRST CLAIM

20 **Americans with Disabilities Act of 1990**

21 Denial of "Full and Equal" Enjoyment and Use

22 16. The Hubbards incorporate the allegations contained in
23 paragraphs 1 through 15 for this claim.

24 17. Title III of the ADA holds as a 'general rule' that no individual
25 shall be discriminated against on the basis of disability in the full and equal
26 enjoyment (or use) of goods, services, facilities, privileges, and
27 accommodations offered by any person who owns, operates, or leases a
28 place of public accommodation. 42 U.S.C. § 12182(a).

1 18. Marshalls discriminated against the Hubbards by denying “full
2 and equal enjoyment” and use of the goods, services, facilities, privileges or
3 accommodations of the Store during each visit and each incident of
4 deterrence.

5 Failure to Remove Architectural Barriers in an Existing Facility

6 19. The ADA specifically prohibits failing to remove architectural
7 barriers, which are structural in nature, in existing facilities where such
8 removal is readily achievable. 42 U.S.C. § 12182(b)(2)(A)(iv). The term
9 “readily achievable” is defined as “easily accomplishable and able to be
10 carried out without much difficulty or expense.” *Id.* § 12181(9).

11 20. When an entity can demonstrate that removal of a barrier is not
12 readily achievable, a failure to make goods, services, facilities, or
13 accommodations available through alternative methods is also specifically
14 prohibited if these methods are readily achievable. *Id.* § 12182(b)(2)(A)(v).

15 21. Here, the Hubbards allege that Marshalls can easily remove the
16 architectural barriers at the Store without much difficulty or expense, and
17 that Marshalls violated the ADA by failing to remove those barriers, when it
18 was readily achievable to do so.

19 22. In the alternative, if it was not “readily achievable” for
20 Marshalls to remove the Store’s barriers, then Marshalls violated the ADA
21 by failing to make the required services available through alternative
22 methods, which are readily achievable.

23 Failure to Design and Construct an Accessible Facility

24 23. On information and belief, the Store was designed or
25 constructed (or both) after January 26, 1992—independently triggering
26 access requirements under Title III of the ADA.

27 24. The ADA also prohibits designing and constructing facilities
28 for first occupancy after January 26, 1993, that aren’t readily accessible to,

1 and usable by, individuals with disabilities when it was structurally
2 practicable to do so. 42 U.S.C. § 12183(a)(1).

3 25. Here, Marshalls violated the ADA by designing or constructing
4 (or both) the Store in a manner that was not readily accessible to the
5 physically disabled public—including the Hubbards—when it was
6 structurally practical to do so.

7 Failure to Make an Altered Facility Accessible

8 26. On information and belief, the Store was modified after
9 January 26, 1992, independently triggering access requirements under the
10 ADA.

11 27. The ADA also requires that facilities altered in a manner that
12 affects (or could affect) its usability must be made readily accessible to
13 individuals with disabilities to the maximum extent feasible. 42 U.S.C. §
14 12183(a)(2). Altering an area that contains a facility's primary function also
15 requires adding making the paths of travel, bathrooms, telephones, and
16 drinking fountains serving that area accessible to the maximum extent
17 feasible. Id.

18 28. Here, Marshalls altered the Store in a manner that violated the
19 ADA and was not readily accessible to the physically disabled public—
20 including Feezor—to the maximum extent feasible.

21 Failure to Modify Existing Policies and Procedures

22 29. The ADA also requires reasonable modifications in policies,
23 practices, or procedures, when necessary to afford such goods, services,
24 facilities, or accommodations to individuals with disabilities, unless the
25 entity can demonstrate that making such modifications would fundamentally
26 alter their nature. 42 U.S.C. § 12182(b)(2)(A)(ii).

27 30. Here, Marshalls violated the ADA by failing to make
28 reasonable modifications in policies, practices, or procedures at the Store,

1 when these modifications were necessary to afford (and would not
2 fundamentally alter the nature of) these goods, services, facilities, or
3 accommodations.

4 31. The Hubbards seek all relief available under the ADA (*i.e.*,
5 injunctive relief, attorney fees, costs, legal expense) for these
6 aforementioned violations. 42 U.S.C. § 12205.

7 32. The Hubbards also seek a finding from this Court (*i.e.*,
8 declaratory relief) that Marshalls violated the ADA in order to pursue
9 damages under California's Unruh Civil Rights Act or Disabled Persons
10 Act.

11 VII. SECOND CLAIM

12 **Disabled Persons Act**

13 33. The Hubbards incorporate the allegations contained in
14 paragraphs 1 through 32 for this claim.

15 34. California Civil Code § 54 states, in part, that: Individuals with
16 disabilities have the same right as the general public to the full and free use
17 of the streets, sidewalks, walkways, public buildings and facilities, and
18 other public places.

19 35. California Civil Code § 54.1 also states, in part, that:
20 Individuals with disabilities shall be entitled to full and equal access to
21 accommodations, facilities, telephone facilities, places of public
22 accommodation, and other places to which the general public is invited.

23 36. Both sections specifically incorporate (by reference) an
24 individual's rights under the ADA. See Civil Code §§ 54(c) and 54.1(d).

25 37. Here, Marshalls discriminated against the physically disabled
26 public—including the Hubbards—by denying them full and equal access to
27 the Store. Marshalls also violated the Hubbards rights under the ADA, and,
28

1 therefore, infringed upon or violated (or both) the Hubbards rights under the
2 Disabled Persons Act.

3 38. For each offense of the Disabled Persons Act, the Hubbards
4 seek actual damages (both general and special damages), statutory minimum
5 damages of one thousand dollars (\$1,000), declaratory relief, and any other
6 remedy available under California Civil Code § 54.3.

7 39. He also seeks to enjoin Marshalls from violating the Disabled
8 Persons Act (and ADA) under California Civil Code § 55, and to recover
9 reasonable attorneys' fees and incurred under California Civil Code §§ 54.3
10 and 55.

11 VIII. THIRD CLAIM

12 **Unruh Civil Rights Act**

13 40. The Hubbards incorporate the allegations contained in
14 paragraphs 1 through 32 for this claim.

15 41. California Civil Code § 51 states, in part, that: All persons
16 within the jurisdiction of this state are entitled to the full and equal
17 accommodations, advantages, facilities, privileges, or services in all
18 business establishments of every kind whatsoever.

19 42. California Civil Code § 51.5 also states, in part, that: No
20 business establishment of any kind whatsoever shall discriminate against
21 any person in this state because of the disability of the person.

22 43. California Civil Code § 51(f) specifically incorporates (by
23 reference) an individual's rights under the ADA into the Unruh Act.

24 44. Marshalls' aforementioned acts and omissions denied the
25 physically disabled public—including Feezor—full and equal
26 accommodations, advantages, facilities, privileges and services in a business
27 establishment (because of their physical disability).

28

1 45. These acts and omissions (including the ones that violate the
2 ADA) denied, aided or incited a denial, or discriminated against the
3 Hubbards by violating the Unruh Act.

4 46. The Hubbards were damaged by Marshalls' wrongful conduct,
5 and seeks all available relief under Civil Code § 52. This relief includes
6 actual damages and statutory minimum damages of four thousand dollars
7 (\$4,000) for each offense.

8 47. The Hubbards also seek to enjoin Marshalls from violating the
9 Unruh Act (and ADA), and recover reasonable attorneys' fees and costs
10 incurred under California Civil Code § 52(a).

11 **IX. FOURTH CLAIM**

12 **Denial of Full and Equal Access to Public Facilities**

13 48. The Hubbards incorporate the allegations contained in
14 paragraphs 1 through 15 for this claim.

15 49. Health and Safety Code § 19955(a) states, in part, that:
16 California public accommodations or facilities (built with private funds)
17 shall adhere to the provisions of Government Code § 4450.

18 50. Health and Safety Code § 19959 states, in part, that: Every
19 existing (non-exempt) public accommodation constructed prior to July 1,
20 1970, which is altered or structurally repaired, is required to comply with
21 this chapter.

22 51. The Hubbards allege the Store is a public accommodation
23 constructed, altered, or repaired in a manner that violates Part 5.5 of the
24 Health and Safety Code or Government Code § 4450 (or both), and that the
25 Store was not exempt under Health and Safety Code § 19956.

26 52. Marshalls' non-compliance with these requirements at the
27 Store aggrieved (or potentially aggrieved) the Hubbards and other persons
28

1 with physical disabilities. Accordingly, he seeks injunctive relief and
2 attorney fees pursuant to Health and Safety Code § 19953.

3 **X. FIFTH CLAIM**

4 **Negligence**

5 53. The Hubbards incorporate the allegations contained in
6 paragraphs 1 through 52 for this claim.

7 54. Marshalls had a duty to comply with the aforementioned
8 California and United States laws or regulations (or both).

9 55. These aforementioned laws and regulations, which Marshalls
10 violated, were adopted to protect the class of physically disabled persons—
11 including Feezor—from injury.

12 56. The Hubbards suffered physical and emotional injuries
13 proximately caused by an occurrence that these laws or regulations were
14 designed to prevent.

15 57. Marshalls' acts and omissions evince oppressive, fraudulent, or
16 malicious conduct in conscious disregard for the rights or safety of the
17 Hubbards (and the physically disabled public).

18 58. Thus, the Hubbards (in addition to the actual damages) seek
19 damages for the sake of example and by way of punishing Marshalls under
20 California Civil Code § 3294 in a sufficient amount to accomplish that
21 purpose.

22 59. The Hubbards also seek interest under California Civil Code §
23 3291, too.

24 **XII. PRAYER FOR RELIEF**


25 WHEREFORE, the Hubbards pray judgment against the Marshalls for:

- 26 1. Injunctive relief, preventive relief, or any other relief the Court deems
27 proper.

28

- 1 2. Declaratory relief that Marshalls violated the ADA for the purposes
2 of Unruh Act or Disabled Persons Act damages.
3 3. Statutory minimum damages under either sections 52(a) or 54.3(a) of
4 the California Civil Code (but not both) according to the proof.
5 4. General and special damages in the amount of \$100,000.00;
6 5. Attorneys' fees, litigation expenses, and costs of suit.¹
7 6. Interest at the legal rate from the date of the filing of this action.
8 7. Punitive damages pursuant to Civil Code § 3294.
9 8. Prejudgment interest pursuant to Civil Code § 3291.
10 9. Such other and further relief as the court may deem proper.

11 DATED: December 27, 2004 LAW OFFICES OF LYNN HUBBARD



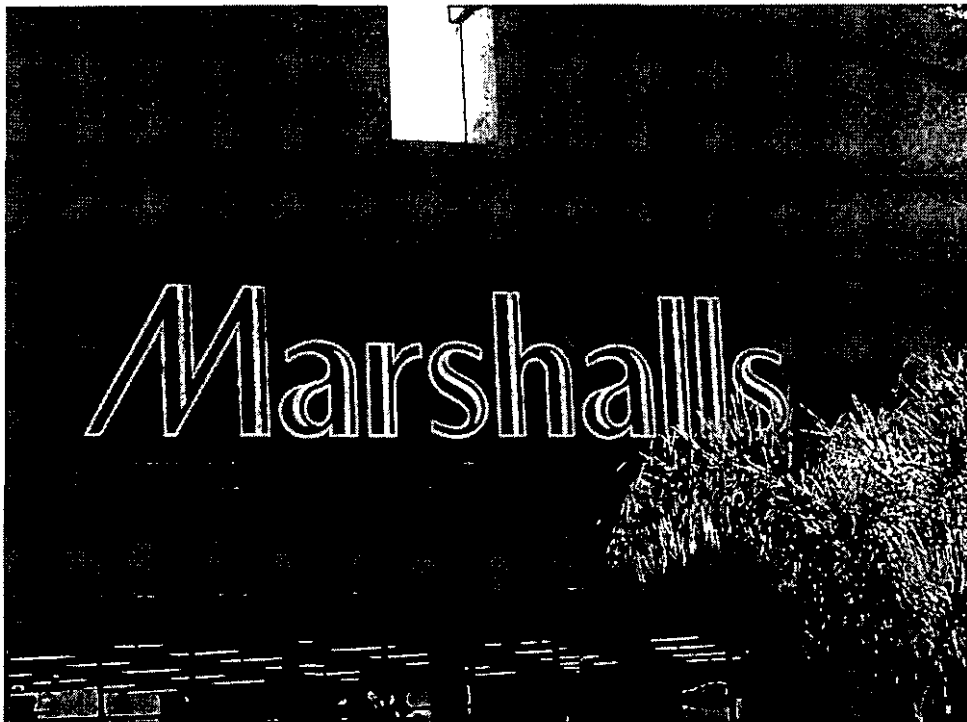
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14 LYNN HUBBARD, III
15 Attorney for the Hubbards
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¹ This includes attorneys' fees under California Code of Civil Procedure § 1021.5.
Hubbard v. Marshalls of Ca, LLC, et al.,
Plaintiff's Complaint



PRELIMINARY SITE ACCESSIBILITY REPORT

***Marshall's
685 San Rodolfo Drive
Solana Beach, California***



MARSHALL'S
685 San Rodolfo Drive
Solana Beach, CA

DSA pg 2&3

1. Tow away sign posted at wrong height.

SEE PHOTO No. 1

1129 B
Fig 21

2. Tow away sign has no phone number.

DOT #R100B

3. Tow away sign wrong color.

SEE PHOTO No. 2

1129 B.4.1 4.6.3

4. Incorrect parking space/access aisle dimensions.

1129 B.5.1&2 4.6.4

5. Accessible parking space and access aisle not outlined white.

CVC 21 458(a)(3)(A)

6. Access aisle not striped in white.

SEE PHOTO Nos. 3 and 4

1102 B.2.6 4.3
DSA pg 2D&3D

7. No accessible route of travel from parking. Stop signs not painted for crossing vehicular path.

SEE PHOTO No. 5

1127 B. 36.304

8. No exterior route of travel from the property border.

1127 B. 4.3.2

9. No exterior route of travel from parking.

1127 B. 3

10. No exterior route of travel signs.

1117 B.5 4.30
Fig 11 B-6

11. Entrance door has no ISA.

SEE PHOTO No. 6

1122 B. 4	4.30.7	12. This location does not have an accessible check stand.
1122 B. 4 Fig11B- 5D and F	4.32.3	13. Check out counter does not have a section 28 th 34 inches high and 36 inches wide and 24 inches deep maximum to accommodate a wheelchair occupant.
1102 B 1114 B.1.2	4.3 4.3.3 Fig 7 (a & b)	14. No accessible route through store. At least one aisle is less than 36 inches wide.
1110 B.1.7	4.35.2	15. Dressing room does not have a 60 x 60 clear floor space to accommodate a wheelchair occupant.
1110 B.1.7	4.35.5	16. Dressing room mirror is not mounted in a position affording a view to a person seated on the bench.

SEE PHOTO Nos. 7 and 8

THERE IS NOT AN ACCESSIBLE HANDLE, OR ANY HANDLE OR LOCK, ON THE WOMEN'S DRESSING ROOM DOOR. WHILE THIS IS NOT DIRECTLY A VIOLATION, IT IS AT BEST VERY AWKWARD.

SEE PHOTO No. 9

1117 B. 5.4 1117 B. 5.1.3	4.1.2 (7) (d)	17. No directional signage to the restroom.
1117 B. 5.6.3	4.1.3 (16) (a)	18. Restroom signs are not on the wall, latch side.
1117 B. 5.5.3	4.30.4	19. Restroom door sign has no ISA, wall mounted, latch side.
1117 B. 5.6.3	4.30.4	20. Restroom door signs do not have a verbal description below the ISA, latch side.
1115 B. 5	4.30.4	21. Restroom door not identified in Braille, latch side.
1117 B. 5.1.1	4.1.2 (7) (d)	

1117 B. 5.6.3

22. Restroom signs are not centered 60 inches from the floor, latch side.

SEE PHOTO No. 10

1115B. 7.1.4

23. Stall door not self closing.

1133 B. 2.4.2
Fig 11 B. - 26 A

4.13.6
Fig 25

24. Clearance for side strike area on interior doors is not 18 inches on the pull side and 12 inches on the push side.

SEE PHOTO No. 11

1115B.7.1.4

4.17.5

25. Outside stall door does not have accessible handle.

1115 B. 7.1.4

26. Inside stall door does not have accessible handle.

1115 B.7.1.4

27. Inside stall door handle not mounted below latch.

1115 B. 7.1.4

4.13.9

28. Stall door does not have flip or sliding latch.

SEE PHOTO No. 12

1115B.2.1.1.2

4.16.5

29. Water closet flush control not on wide side of stall.

1115B.2.1.1.2

4.27.4

30. Flush control requires greater than 5 lbs pressure to operate.

SEE PHOTO No. 13

4.17.3
Fig 30

31. Toilet tissue dispenser leading edge is 52 inches from back wall, not 36 inches maximum.

1115B. 9 2

Fig 11B-1A

32. Seat cover dispenser operable part 48 inches from floor, and mounted over the grab bar.

SEE PHOTO No. 14

1115B.9.3

33. Toilet tissue dispenser is 14 inches in front of the water closet not required 12 inches in front.

SEE PHOTO No. 15

1133 B.8.6.1

4.4.1

34. Toilet tissue dispenser protrudes more than 4 inches from wall.

SEE PHOTO No. 16

1115 B. 2.1.2.1
Fig 11 B. -D

35. Center of lavatory 9 inches from the wall not 18 inch minimum.

1115 B. 2.1.2.1

4.27.4

36. Lavatory faucet controls require manual dexterity.

1115 B.2.1.2.1

4.27.4

37. Faucet controls require more than 5 lbs of force to activate.

SEE PHOTO No. 17

1115 B.2.1.2.1
Fig 11 B. -D

4.19.2
Fig 31

38. Drainpipes under lavatory 9 inches from the wall not 6 inch maximum.

1115 B. 2.1.2.2

4.19.4

39. Hot water and drainpipes are not insulated.

SEE PHOTO No. 18

1115B.9.1.2

4.19.6
Fig 31

40. Mirror 46 inches from the floor not required 40 inches.

1115B.9.2

41. Soap dispenser operable part 58 inches from

floor, not required 40 inches.

SEE PHOTO No. 19

1115 B.9.2

42. Towel dispenser operable part 58 inches from floor, not required 40 inches.

SEE PHOTO No. 20

1115 B.9.2

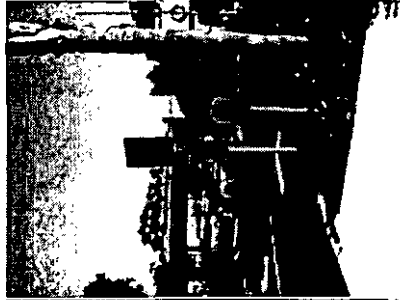
43. Feminine hygiene vending machine operable part 56 inches from the floor, not 40 inch maximum.

SEE PHOTO No. 21

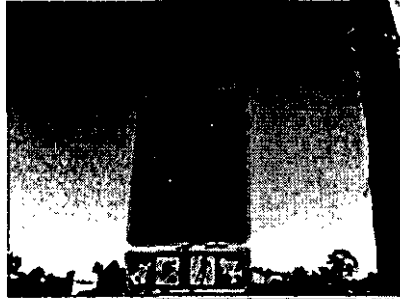
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THE DRESSING ROOM VIOLATIONS WERE FOUND IN THE WOMEN'S DRESSING ROOM. ADDITIONAL VIOLATIONS MAY BE FOUND IN THE MEN'S DRESSING ROOM.

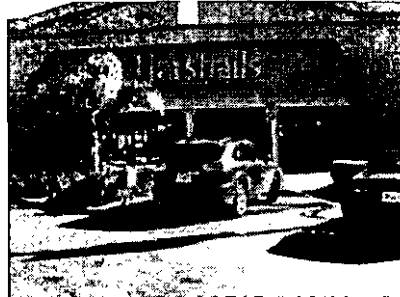
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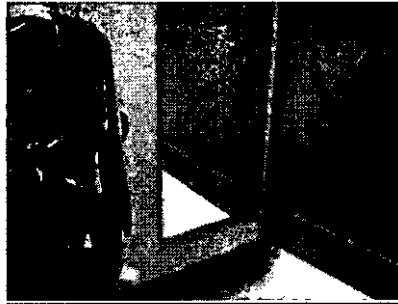
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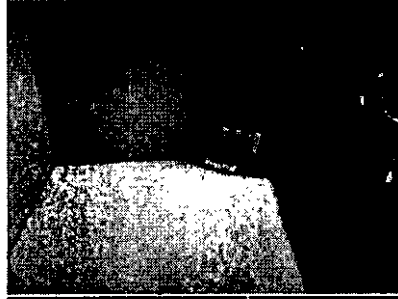
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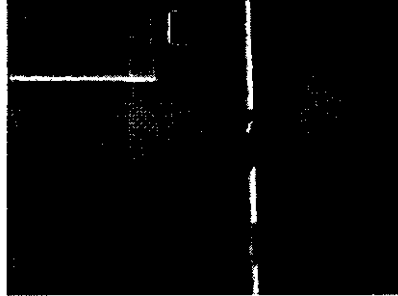
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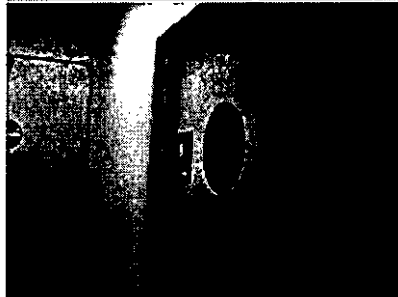
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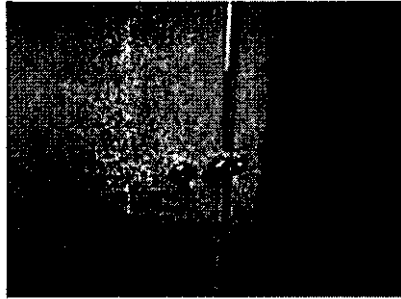
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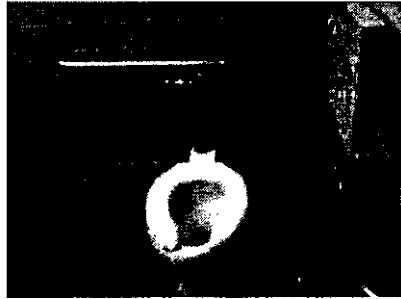
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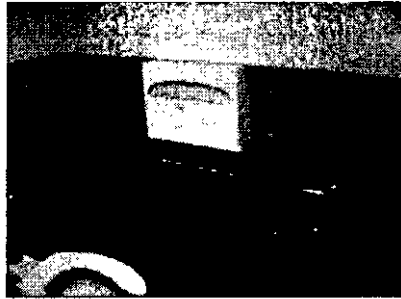
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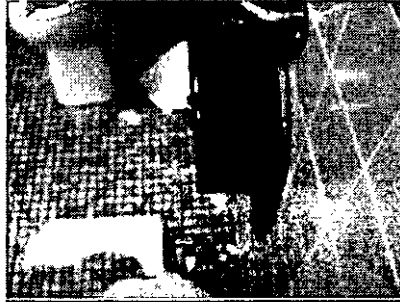
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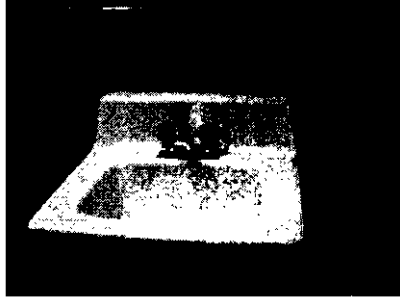
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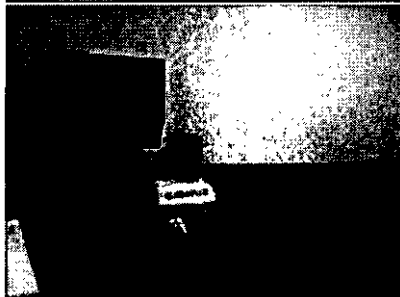
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CIVIL COVER SHEET

The JS-44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON THE REVERSE OF THE FORM.)

I. (a) PLAINTIFFS

LYNN J HUBBARD and BARBARA J. HUBBARD

ORIGINAL

(b) COUNTY OF RESIDENCE OF FIRST LISTED PLAINTIFF San Diego
(EXCEPT IN U.S. PLAINTIFF CASES)

DEFENDANTS 30 PH12-51

MARSHALLS OF CA, LLC dba MARSHALLS; S B TOWNE CENTRE, LLC.

DEPUTY
COUNTY OF RESIDENCE OF FIRST LISTED DEFENDANT

(IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.

(c) ATTORNEYS (FIRM NAME, ADDRESS, AND TELEPHONE NUMBER)

Lynn Hubbard, III, Esq.
Law Offices of Lynn Hubbard, 12 Williamsburg Lane,
Chico, CA 95926

ATTORNEYS (IF KNOWN)

04 CV 259 UBTM

(JMA)

II. BASIS OF JURISDICTION (PLACE AN "X" IN ONE BOX ONLY)

- 1 U.S. Government Plaintiff
- 3 Federal Question (U.S. Government Not a Party)
- 2 U.S. Government Defendant
- 4 Diversity (Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES (PLACE AN "X" IN ONE BOX FOR PLAINTIFF AND ONE BOX FOR DEFENDANT)

	PTF	DEF		PTF	DEF
Citizen of This State	<input type="checkbox"/> 1	<input type="checkbox"/> 1	Incorporated or Principal Place of Business In This State	<input type="checkbox"/> 4	<input type="checkbox"/> 4
Citizen of Another State	<input type="checkbox"/> 2	<input type="checkbox"/> 2	Incorporated and Principal Place of Business In Another State	<input type="checkbox"/> 5	<input type="checkbox"/> 5
Citizen or Subject of a Foreign Country	<input type="checkbox"/> 3	<input type="checkbox"/> 3	Foreign Nation	<input type="checkbox"/> 6	<input type="checkbox"/> 6

VI. ORIGIN

(PLACE AN "X" IN ONE BOX ONLY)

- 1 Original Proceeding
- 2 Removed from State Court
- 3 Remanded from Appellate Court
- 4 Reinstated or Reopened
- 5 Transferred from another district (specify)
- 6 Multidistrict Litigation
- 7 Appeal to District Judge from Magistrate Judgment

V. NATURE OF SUIT (PLACE AN "X" IN ONE BOX ONLY)

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES
<input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excl. Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability	PERSONAL INJURY <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury	PERSONAL INJURY - Med. Malpractice <input type="checkbox"/> 362 Personal Injury - Med. Malpractice <input type="checkbox"/> 365 Personal Injury - Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability	<input type="checkbox"/> 610 Agriculture <input type="checkbox"/> 620 Other Food & Drug <input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 630 Liquor Laws <input type="checkbox"/> 640 R.R. & Truck <input type="checkbox"/> 650 Airline Regs. <input type="checkbox"/> 660 Occupational Safety/Health <input type="checkbox"/> 690 Other	<input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commercial/ICC Rates/etc. <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 810 Selective Service <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 875 Customer Challenge 12 USC 3410 <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 892 Economic Stabilization Act <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 894 Energy Allocation Act <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 900 Appeal of Fee Determination Under Equal Access to Justice <input type="checkbox"/> 950 Constitutionality of State Statutes <input type="checkbox"/> 890 Other Statutory Actions
REAL PROPERTY <input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	CIVIL RIGHTS <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 444 Welfare <input checked="" type="checkbox"/> 440 Other Civil Rights	PRISONER PETITIONS <input type="checkbox"/> 510 Motions to Vacate Sentence HABEAS CORPUS: <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty <input type="checkbox"/> 540 Mandamus & Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition	<input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 PROPERTY RIGHTS <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 840 Trademark	
			LABOR <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Mgmt. Relations <input type="checkbox"/> 730 Labor/Mgmt. Reporting & Disclosure Act <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Emp. Ret. Inc. Security Act	<input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 840 Trademark SOCIAL SECURITY <input type="checkbox"/> 881 HIA (1395ff) <input type="checkbox"/> 882 Black Lung (923) <input type="checkbox"/> 883 DIWC/DIWW (405(g)) <input type="checkbox"/> 884 SSID Title XVI <input type="checkbox"/> 885 RSI (405(g)) FEDERAL TAX SUITS <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS - Third Party 26 USC 7609

VI. CAUSE OF ACTION (CITE THE U.S. CIVIL STATUTE UNDER WHICH YOU ARE FILING AND WRITE BRIEF STATEMENT OF CAUSE. DO NOT CITE JURISDICTIONAL UNLESS DIVERSITY.)

42 U.S.C. Section 12101, et seq.
Ongoing violations of the ADA Construction Standards

VII. REQUESTED IN COMPLAINT:

CHECK IF THIS IS A CLASS ACTION UNDER F.R.C.P. 23

DEMAND \$ Excess \$75,000.00

CHECK YES only if demanded in complaint:
JURY DEMAND: YES NO

VIII. RELATED CASE(S) IF ANY (See instructions):

JUDGE _____ DOCKET NUMBER _____

DATE _____ SIGNATURE OF ATTORNEY OF RECORD _____

December 27, 2004

FOR OFFICE USE ONLY

RECEIPT # 109886 AMOUNT 150.00 APPLYING IFP _____ JUDGE _____ MAG. JUDGE _____

12/30/04 VB