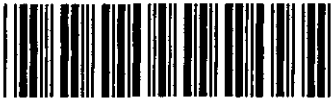


USDC SCAN INDEX SHEET



SWD 12/2/04 13:25

3:04-CV-02409 HUBBARD V. 7-ELEVEN INC

\*1\*

\*CMP.\*

ORIGINAL

1 LYNN HUBBARD, III, SBN 69773  
2 SCOTTLYNN J HUBBARD, IV, SBN 212970  
3 LAW OFFICES OF LYNN HUBBARD  
4 12 WILLIAMSBURG LANE  
5 CHICO, CA. 95926  
6 (530) 895-3252

7 Attorney for Plaintiff

**FILED**  
DEC 1 2004  
CLERK, U.S. DISTRICT COURT  
SOUTHERN DISTRICT OF CALIFORNIA  
DEPUTY  
BY *[Signature]*

8 UNITED STATES DISTRICT COURT  
9 SOUTHERN DISTRICT OF CALIFORNIA

10  
11  
12  
13 LYNN J HUBBARD and  
14 BARBARA J. HUBBARD

15 Plaintiff,

16 vs.

17 7-ELEVEN, INC. dba 7-ELEVEN  
18 #2021-20785; JOHN P.  
19 THOMPSON.

20 Defendants,

No. **04 CV 2409 L** (POR)

Plaintiff's Complaint

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 7-Eleven #2021-20785  
7 2400 Highland Avenue  
8 National City, Ca 91950

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 7-ELEVEN, INC. dba 7-ELEVEN #2021-20785; JOHN P. THOMPSON.  
14 (collectively “7-Eleven”) pursuant to the Americans with Disabilities Act of  
15 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. 7-Eleven 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 those visits, 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 7-

1 Eleven, 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. 7-Eleven 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 7-Eleven's 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 7-Eleven's 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. 7-Eleven 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 7-Eleven can easily remove the  
16 architectural barriers at the Store without much difficulty or expense, and  
17 that 7-Eleven 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 7-  
20 Eleven to remove the Store’s barriers, then 7-Eleven violated the ADA by  
21 failing to make the required services available through alternative methods,  
22 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, 7-Eleven 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, 7-Eleven 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, 7-Eleven violated the ADA by failing to make reasonable  
28 modifications in policies, practices, or procedures at the Store, when these

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

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

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

## 10 VII. SECOND CLAIM

### 11 **Disabled Persons Act**

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

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

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

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

24 37. Here, 7-Eleven discriminated against the physically disabled  
25 public—including the Hubbards—by denying them full and equal access to  
26 the Store. 7-Eleven also violated The Hubbards rights under the ADA, and,  
27 therefore, infringed upon or violated (or both) The Hubbards rights under  
28 the Disabled Persons Act.



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

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

9    VIII. THIRD CLAIM

10     Unruh Civil Rights Act

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

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

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

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

22            44.    7-Eleven's aforementioned acts and omissions denied the  
23 physically disabled public—including Feezor—full and equal  
24 accommodations, advantages, facilities, privileges and services in a business  
25 establishment (because of their physical disability).

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

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

5 47. The Hubbards also seek to enjoin 7-Eleven from violating the  
6 Unruh Act (and ADA), and recover reasonable attorneys' fees and costs  
7 incurred under California Civil Code § 52(a).

#### 8 IX. FOURTH CLAIM

##### 9 **Denial of Full and Equal Access to Public Facilities**

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

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

15 50. Health and Safety Code § 19959 states, in part, that: Every  
16 existing (non-exempt) public accommodation constructed prior to July 1,  
17 1970, which is altered or structurally repaired, is required to comply with  
18 this chapter.

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

23 52. 7-Eleven's non-compliance with these requirements at the  
24 Store aggrieved (or potentially aggrieved) the Hubbards and other persons  
25 with physical disabilities. Accordingly, he seeks injunctive relief and  
26 attorney fees pursuant to Health and Safety Code § 19953.

1 X. FIFTH CLAIM

2 **Negligence**

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

5 54. 7-Eleven had a duty to comply with the aforementioned  
6 California and United States laws or regulations (or both).

7 55. These aforementioned laws and regulations, which 7-Eleven  
8 violated, were adopted to protect the class of physically disabled persons—  
9 including Feezor—from injury.

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

13 57. 7-Eleven's acts and omissions evince oppressive, fraudulent, or  
14 malicious conduct in conscious disregard for the rights or safety of the  
15 Hubbards (and the physically disabled public).

16 58. Thus, the Hubbards (in addition to the actual damages) seek  
17 damages for the sake of example and by way of punishing 7-Eleven under  
18 California Civil Code § 3294 in a sufficient amount to accomplish that  
19 purpose.

20 59. The Hubbards also seek interest under California Civil Code §  
21 3291, too.

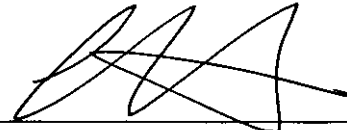
22 XII. PRAYER FOR RELIEF

23 WHEREFORE, the Hubbards pray judgment against the 7-Eleven for:

- 24 1. Injunctive relief, preventive relief, or any other relief the Court deems  
25 proper.
- 26 2. Declaratory relief that 7-Eleven violated the ADA for the purposes of  
27 Unruh Act or Disabled Persons Act damages.
- 28

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

9 DATED: November 29, 2004 LAW OFFICES OF LYNN HUBBARD

10  
11 

12 \_\_\_\_\_  
13 LYNN HUBBARD, III  
14 Attorney for the Hubbards  
15  
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<sup>1</sup> This includes attorneys' fees under California Code of Civil Procedure § 1021.5.



**PRELIMINARY SITE ACCESSIBILITY REPORT**

***7-11  
2400 Highland Avenue  
National City, California***



7-11  
2400 Highland Avenue  
National City, CA

1129 B  
Fig 21

1. No tow away sign at vehicular driveway or accessible parking space.

**SEE PHOTO No. 1**

1129B.5

4.6.4

2. Incorrect parking signage. No separate van accessible sign.

DOT R99,  
106.3.3

3. Accessible parking sign incorrect size.

**SEE PHOTO No. 2**

1129 B. 4.2

4.1.2 (5) (d)

4. No required van accessible parking space.

1129 B. 4

5. Incorrect location of accessible parking space.

1129 B.4

4.6.2

6. Accessible parking spaces not located the shortest accessible route of travel to the entrance.

1129 B.5.1&2

4.6.4

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

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

8. Access aisle not striped in white.

1129B.4.1  
Fig 11 B-18 A

9. Missing no parking painted in accessible aisle.

1129B.4.4

4.6.3

10. Surface of parking space or access aisle exceeds 2.0% grade in any direction. Photos not available.

1129 B.5

4.7

11. Curb ramp encroaches into accessible aisle.

**SEE PHOTO No. 3**

1127 B. 5.8

12. No detectable warnings.

1127 B.5.8	4.29.2	13. Detectable warning not visually contrasting, light on dark or dark on light.
1127 B.	36.304	14. No exterior route of travel from the property border.
1127 B.	4.3.2	15. No exterior route of travel from parking.
1127 B. 3		16. No exterior route of travel signs.
1117 B.2	4.1.3	17. Public telephone not accessible height.
1117 B.2.8	4.1.3 (17) (b) 4.31.5 (2)	18. Public telephone has no volume control.
1117 B. 5.8.3 Fig 11 B.-14C	4.30.7 Fig 43	19. Public telephone has no ISA.

***SEE PHOTO No. 4***

1117 B.5 Fig 11 B-6	4.30	20. Entrance door has no ISA.
------------------------	------	-------------------------------

***SEE PHOTO No. 5***

1122 B. 4	4.30.7	21. This location does not have an accessible check stand.
1122 B. 4		22. Check out counter does not have a section 36 by 24 inches, 34 inches high to accommodate a wheelchair occupant.
1118B.4	4.27.2	23. Not a 30x48 inch clear floor space in front of the check stand.
1117B.7.4.1.3.2		24. Reach to the ATM pay point is greater than 10 inches.
1102 B 1114 B.1.2	4.3 4.3.3 Fig 7 (a & b)	25. No accessible route through store. At least one aisle is less than 36 inches wide.

**THIS LOCATION DOES NOT HAVE PUBLIC RESTROOMS.**



#1



#2



#3



#4



#5



# 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

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

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

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

**DEFENDANTS**

7-ELEVEN, INC. dba 7-ELEVEN #2021-20781 JOHN P. THOMPSON.

COUNTY OF RESIDENCE OF FIRST LISTED DEFENDANT  
NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED

ATTORNEYS (IF KNOWN)

**04 CV 2409 L (POR)**

**FILED**  
DEC 1 2004  
CLERK, U.S. DISTRICT COURT  
SOUTHERN DISTRICT OF CALIFORNIA  
DEPUTY

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

- 1 U.S. Government Plaintiff
- 2 U.S. Government Defendant
- 3 Federal Question (U.S. Government Not a Party)
- 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	PERSONAL INJURY	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES
<input type="checkbox"/> 110 Insurance	<input type="checkbox"/> 310 Airplane	<input type="checkbox"/> 362 Personal Injury - Med. Malpractice	<input type="checkbox"/> 610 Agriculture	<input type="checkbox"/> 422 Appeal 28 USC 158	<input type="checkbox"/> 400 State Reapportionment
<input type="checkbox"/> 120 Marine	<input type="checkbox"/> 315 Airplane Product Liability	<input type="checkbox"/> 365 Personal Injury - Product Liability	<input type="checkbox"/> 620 Other Food & Drug	<input type="checkbox"/> 423 Withdrawal 28 USC 157	<input type="checkbox"/> 410 Antitrust
<input type="checkbox"/> 130 Miller Act	<input type="checkbox"/> 320 Assault, Libel & Slander	<input type="checkbox"/> 368 Asbestos Personal Injury Product Liability	<input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881	<b>PROPERTY RIGHTS</b>	
<input type="checkbox"/> 140 Negotiable Instrument	<input type="checkbox"/> 330 Federal Employers' Liability Marine	<b>PERSONAL PROPERTY</b>	<input type="checkbox"/> 630 Liquor Laws	<input type="checkbox"/> 820 Copyrights	<input type="checkbox"/> 450 Commerce/ICC Rates/etc.
<input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment	<input type="checkbox"/> 340 Motor Vehicle	<input type="checkbox"/> 370 Other Fraud	<input type="checkbox"/> 640 R.R. & Truck	<input type="checkbox"/> 830 Patent	<input type="checkbox"/> 460 Deportation
<input type="checkbox"/> 151 Medicare Act	<input type="checkbox"/> 345 Marine Product Liability	<input type="checkbox"/> 371 Truth in Lending	<input type="checkbox"/> 650 Airline Regs.	<input type="checkbox"/> 840 Trademark	<input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations
<input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excl. Veterans)	<input type="checkbox"/> 350 Motor Vehicle Product Liability	<input type="checkbox"/> 380 Other Personal Property Damage	<input type="checkbox"/> 660 Occupational Safety/Health	<b>SOCIAL SECURITY</b>	
<input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits	<input type="checkbox"/> 355 Motor Vehicle Product Liability	<input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 690 Other	<input type="checkbox"/> 861 HIA (1395ff)	<input type="checkbox"/> 480 Selective Service
<input type="checkbox"/> 160 Stockholders' Suits	<input type="checkbox"/> 360 Other Personal Injury	<b>PRISONER PETITIONS</b>	<b>LABOR</b>	<input type="checkbox"/> 862 Black Lung (923)	<input type="checkbox"/> 490 Securities/Commodities/Exchange
<input type="checkbox"/> 190 Other Contract		<input type="checkbox"/> 510 Motions to Vacate Sentence	<input type="checkbox"/> 710 Fair Labor Standards Act	<input type="checkbox"/> 863 DIWC/DIWW (405(g))	<input type="checkbox"/> 875 Customer Challenge 12 USC 3410
<input type="checkbox"/> 195 Contract Product Liability	<b>CIVIL RIGHTS</b>	<b>HABEAS CORPUS:</b>	<input type="checkbox"/> 720 Labor/Mgmt. Relations	<input type="checkbox"/> 864 SSID Title XVI	<input type="checkbox"/> 891 Agricultural Acts
<input type="checkbox"/> 210 Land Condemnation	<input type="checkbox"/> 441 Voting	<input type="checkbox"/> 530 General	<input type="checkbox"/> 730 Labor/Mgmt. Reporting & Disclosure Act	<input type="checkbox"/> 865 RSI (405(g))	<input type="checkbox"/> 892 Economic Stabilization Act
<input type="checkbox"/> 220 Foreclosure	<input type="checkbox"/> 442 Employment	<input type="checkbox"/> 535 Death Penalty	<input type="checkbox"/> 740 Railway Labor Act	<b>FEDERAL TAX SUITS</b>	
<input type="checkbox"/> 230 Rent Lease & Ejectment	<input type="checkbox"/> 443 Housing/Accommodations	<input type="checkbox"/> 540 Mandamus & Other	<input type="checkbox"/> 790 Other Labor Litigation	<input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant)	<input type="checkbox"/> 893 Environmental Matters
<input type="checkbox"/> 240 Torts to Land	<input type="checkbox"/> 444 Welfare	<input type="checkbox"/> 550 Civil Rights	<input type="checkbox"/> 791 Empl. Ret. Inc. Security Act	<input type="checkbox"/> 871 IRS - Third Party 26 USC 7609	<input type="checkbox"/> 894 Energy Allocation Act
<input type="checkbox"/> 245 Tort Product Liability	<input checked="" type="checkbox"/> 440 Other Civil Rights	<input type="checkbox"/> 555 Prison Condition			<input type="checkbox"/> 895 Freedom of Information Act
<input type="checkbox"/> 290 All Other Real Property					<input type="checkbox"/> 900 Appeal of Fee Determination Under Equal Access to Justice
					<input type="checkbox"/> 850 Constitutionality of State Statutes
					<input type="checkbox"/> 890 Other Statutory Actions

**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 \_\_\_\_\_

November 29, 2004

**FOR OFFICE USE ONLY**

RECEIPT # 109159 AMOUNT 50.00 APPLYING IFP \_\_\_\_\_ JUDGE \_\_\_\_\_ MAG. JUDGE \_\_\_\_\_

CR