

USDC SCAN INDEX SHEET



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3:04-CV-01863 HUBBARD V. HAWAII MOTORS INC

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ORIGINAL

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LYNN HUBBARD, III, SBN 69773
SCOTTLYNN J HUBBARD, IV, SBN 212970
LAW OFFICES OF LYNN HUBBARD
12 WILLIAMSBURG LANE
CHICO, CA 95926
(530) 895-3252

Attorney for Plaintiff

FILED
04 SEP 16 AM 9:11
U.S. DISTRICT COURT
SOUTHERN DISTRICT OF CALIFORNIA

SD

DEPUTY

THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF CALIFORNIA

LYNN J HUBBARD,
Plaintiff
vs.

No. 04 CV 1863 L (JFS)

HAWAII MOTORS, INC. dba
ASAP OIL EXCHANGE & SMOG;
404 REDONDO INVESTORS; and
DOES 1 through 10,
Defendants.

**COMPLAINT FOR
DECLARATORY, INJUNCTIVE,
AND MONETARY RELIEF:**

- Americans With Disabilities Act
- Disabled Persons Act
- Unruh Civil Rights Act
- Health and Safety Code Part 5.5
- Unfair Business Practices Act
- Negligence

CR

1 I. INTRODUCTION

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

6 ASAP OIL EXCHANGE & SMOG TRANSMISSIONS
7 1776 Palm Avenue
8 San Diego, CA 92154
9 (the "Store")

10 2. Hubbard Seeks compensatory and punitive damages,
11 injunctive and declaratory relief, attorney fees and costs, against
12 HAWAII MOTORS, INC. dba ASAP OIL EXCHANGE & SMOG; 404
13 REDONDO INVESTORS; and DOES 1 through 10, ("collectively,
14 ASAP Oil Exchange & Smog") pursuant to:

- 15 • The Americans With Disabilities Act of 1990;¹
- 16 • Health and Safety Code Part 5.5;²
- 17 • The Unruh Act;³
- 18 • The Disabled Persons Act;⁴
- 19 • The Unfair Business Practices Act;⁵ and
- 20 • Negligence.⁶

21 II. JURISDICTION

22 3. This Court has original jurisdiction under 28 U.S.C.
23 §§1331 and 1343 for ADA claims.

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26 ¹ 42 USC §12101 *et seq.*

27 ² California Health and Safety Code §§19955 *et seq.*

28 ³ California Civil Code §§51 *et seq.*

⁴ California Civil Code §§54 *et seq.*

⁵ California Business and Professions Code §§17200 *et seq.*

⁶ California Civil Code §1714.

1 accommodations at the Store was not available to physically disabled
2 patrons.

3 22. Hubbard has suffered, or anticipates suffering, emotional
4 and physical harm during each actual visit to the Store, or incident of
5 deterrence.

6 23. Hubbard would visit the Store, but for the future threat of
7 discrimination by ASAP Oil Exchange & Smog.

8 24. Because of ASAP Oil Exchange & Smog's acts and
9 omissions, Hubbard suffered physical discomfort and injury,
10 emotional distress, and mental suffering and distress.

11 25. All injuries suffered by Hubbard are expectedly and
12 naturally associated with the denial of equal access to the Store due
13 to ASAP Oil Exchange & Smog's acts and omissions.

14 VI. FIRST CLAIM

15 **Americans with Disabilities Act of 1990**

16 26. Hubbard incorporate the allegations contained in
17 paragraphs 1 through 25 for this claim.

18 27. Title III of the ADA holds as a 'general rule' that: No
19 individual shall be discriminated against on the basis of disability by
20 any person who owns, leases (or leases to), or operates a place of
21 public accommodation.

22 28. ASAP Oil Exchange & Smog discriminated against
23 Hubbard by denying full and equal enjoyment to goods, services,
24 facilities, or accommodations, during every visit to the Store.

25 29. To date, ASAP Oil Exchange & Smog has not made the
26 Store readily accessible under Title III of the ADA.⁷

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⁷ 42 U.S.C. §12181 *et seq.*

1 **Readily Achievable Barrier Removal/
2 Alternative Methods**

3 42 U.S.C. §§12182(b)(2)(A)(iv),(v)

4 30. The ADA specifically prohibits failing to remove
5 architectural barriers, which are structural in nature, in existing
6 facilities where such removal is readily achievable.⁸

7 31. When an entity can demonstrate that removal of a barrier
8 is not readily achievable, a failure to make goods, services, facilities,
9 or accommodations available through alternative methods is also
10 specifically prohibited if these methods are readily achievable.

11 32. Readily achievable is defined as, "easily accomplishable
12 and able to be carried out without much difficulty or expense."⁹

13 33. Hubbard allege that it is readily achievable for ASAP Oil
14 Exchange & Smog to remove the architectural barriers at the Store
15 under the standards set forth in the ADA.

16 34. ASAP Oil Exchange & Smog violated the ADA by failing
17 to remove the architectural barriers that were present at the Store,
18 when it was readily achievable to do so.

19 35. In the alternative, if it was not "readily achievable" for
20 ASAP Oil Exchange & Smog to remove the architectural barriers at
21 the Store, then ASAP Oil Exchange & Smog violated the ADA by
22 failing to make the required services available through alternative
23 methods, which were readily achievable.

24 **Design and Construction**

25 42 U.S.C. §12183(a)(1)

26
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28 ⁸ 42 U.S.C. §12182(b)(2)(A)(iv).

⁹ 28 C.R.F. §36.304(a).

1 36. The ADA also prohibits: A failure to design and construct
2 facilities for first occupancy after January 26, 1992, that are readily
3 accessible to, and usable by, individuals with disabilities when it is
4 structurally practicable to do so.¹⁰

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

8 38. ASAP Oil Exchange & Smog violated the ADA by
9 designing or constructing (or both) the Store in a manner that was
10 not readily accessible to the physically disabled public (including
11 Hubbard) when it was structurally practical to do so.

12 **Alterations**

13 42 U.S.C. §12183(a)(2)

14 39. The ADA also requires that: When a facility (or part
15 thereof) is altered in a manner that affects (or could affect) its
16 usability it must be altered in a manner that is readily accessible to
17 individuals with disabilities to the maximum extent feasible.¹¹

18 40. If the alteration affects (or could affect) access to a
19 primary function at the facility, then the responsible entity shall
20 ensure that the path of travel, bathrooms, telephones, and drinking
21 fountains serving the altered area are readily accessible the
22 maximum extent feasible.¹²

23 41. On information and belief, the Store was modified after
24 January 26, 1992, independently triggering access requirements
25 under the ADA.

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28 ¹⁰ 42 U.S.C. §12183(a)(1).

¹¹ 42 U.S.C. §12183(a)(2).

¹² 42 U.S.C. §12183(a)(2).

1 47. Hubbard also Seekss attorney fees and costs under the
2 ADA.

3 VII. SECOND CLAIM

4 **Disabled Persons Act**

5 Civil Code §§54 *et seq.*

6 48. Hubbard incorporate the allegations contained in
7 paragraphs 1 through 44 for this claim.

8 49. California Civil Code §54 states, in part, that: Individuals
9 with disabilities has the same right as the general public to the full
10 and free use of the streets, sidewalks, walkways, public buildings and
11 facilities, and other public places.¹⁵

12 50. California Civil Code §54.1 also states, in part, that:
13 Individuals with disabilities shall be entitled to full and equal access
14 to accommodations, facilities, telephone facilities, places of public
15 accommodation, and other places to which the general public is
16 invited.¹⁶

17 51. Both sections specifically incorporate (by reference) an
18 individual's rights under the ADA.¹⁷

19 52. ASAP Oil Exchange & Smog discriminated against the
20 physically disabled public (including Hubbard) by denying them full
21 and equal access to the Store.

22 53. Thus, Hubbard' rights under the Disabled Persons Act
23 were infringed upon and/or violated by ASAP Oil Exchange & Smog.

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28 ¹⁵ California Civil Code §54(a).

¹⁶ California Civil Code §54.1(a)(1).

¹⁷ Civil Code §54(c), §54.1(d).

1 accommodations, advantages, facilities, privileges, or services in all
2 business establishments of every kind whatsoever.¹⁸

3 62. The Unruh Act also states, in part, that: No business
4 establishment of any kind whatsoever shall discriminate against any
5 person in this state because of the disability of the person.¹⁹

6 63. The Unruh Act also specifically incorporates (by
7 reference) an individual's rights under the ADA.²⁰

8 64. ASAP Oil Exchange & Smog's aforementioned acts and
9 omissions denied the physically disabled public (including Hubbard)
10 full and equal accommodations, advantages, facilities, privileges and
11 services in a business establishment (because of their physical
12 disability) in violation of the Unruh Act.

13 65. These aforementioned acts and omissions (including the
14 ones that violate the ADA) denied, aided or incited a denial, or
15 discriminated against Hubbard by violating the Unruh Act.

16 66. Hubbard were damaged by ASAP Oil Exchange &
17 Smog's wrongful conduct, and Seekss all available relief under Civil
18 Code §52.

19 67. This relief includes actual damages and any amount as
20 may be determined by a jury, or the court sitting without a jury, up to
21 a maximum of three times the amount of actual damages but in no
22 case less than four thousand dollars (\$4,000) for each offense.²¹

23 68. Hubbard also seeks to enjoin ASAP Oil Exchange &
24 Smog from violating the Unruh Act (and ADA), and recover
25

26 ¹⁸ California Civil Code §51.

27 ¹⁹ California Civil Code §51.5.

28 ²⁰ California Civil Code §51.

²¹ California Civil Code §52(a); this relief includes statutory minimum damages for each actual visit and incident of deterrence.

1 reasonable attorneys' fees and costs incurred under California Civil
2 Code §52(a).

3 69. Finally, Hubbard' lawsuit is intended to compel ASAP Oil
4 Exchange & Smog to make the Store accessible to all members of
5 the physically disabled public—justifying attorneys' fees under
6 California Code of Civil Procedure §1021.5.

7 IX. FOURTH CLAIM

8 **Denial of Full and Equal Access to a Person with Physical**
9 **Disabilities in a Public Facilities**

10 Health and Safety Code Part 5.5

11 70. Hubbard incorporate the allegations contained in
12 paragraphs 1 through 25 for this claim.

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

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

20 73. On information and belief, Hubbard alleges the Store was
21 constructed prior to July 1, 1970, and that areas were altered or
22 structurally repaired in a manner that violates Part 5.5 of the Health
23 and Safety Code.

24 74. In the alternative, on information and belief, Hubbard
25 allege the Store was constructed after July 1, 1970, in a manner that
26 violates Part 5.5 of the Health and Safety Code or Government Code
27 §4450 (or both).

28

1 75. The Store is a public accommodation or facility (as
2 defined by Part 5.5 of the Health and Safety Code),²² which is not
3 exempted by Health and Safety Code §19956.

4 76. ASAP Oil Exchange & Smog's non-compliance with these
5 requirements at the Store aggrieved (or potentially aggrieved)
6 Hubbard and other persons with physical disabilities.

7 77. Accordingly, Hubbard Seeks injunctive relief under Health
8 and Safety Code §19953.

9 78. Hubbard also incurred legal expenses in order to enforce
10 Government Code §§4450 *et seq.* or Health & Safety Code §§19955
11 *et seq.*

12 79. Therefore, Hubbard Seeks attorneys' fees under to
13 Health and Safety Code §19953.

14 80. Finally, Hubbard' lawsuit is intended to compel ASAP Oil
15 Exchange & Smog to make the Store accessible to all members of
16 the physically disabled public—justifying attorneys' fees under
17 California Code of Civil Procedure §1021.5.

18 X. FIFTH CLAIM

19 **Unfair Business Practices Act**

20 Business and Professions Code §§17200 *et seq.*

21 81. Hubbard incorporate the allegations contained in
22 paragraphs 1 through 80 for this claim.

23 82. California Business and Professions Code §17203 states,
24 in part, that: Any person who engages, has engaged, or proposes to
25 engage in unfair competition may be enjoined in any court of
26 competent jurisdiction.

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28 _____
²² Health and Safety Code §19955(a).

1 83. "Unfair competition" includes any unlawful business act or
2 practice.²³

3 84. ASAP Oil Exchange & Smog's business practices were
4 "unlawful" in that they violated applicable California and United States
5 laws (identified above).

6 85. ASAP Oil Exchange & Smog's unlawful business
7 practices denied the physically disabled public (including Hubbard)
8 full and equal access to the Store.

9 86. Therefore, as long as Hubbard has standing under Article
10 III, they Seek injunctive relief to end ASAP Oil Exchange & Smog's
11 unlawful acts (i.e., remove all barriers identified in Exhibit A) on
12 behalf of their own interests and those interests of the disabled
13 public.

14 **XI. SIXTH CLAIM**

15 **Negligence Per Se**

16 **California Civil Code §1714**

17 87. Hubbard incorporate the allegations contained in
18 paragraphs 1 through 86 for this claim.

19 88. ASAP Oil Exchange & Smog had a duty to comply with
20 the aforementioned California and United States laws or regulations
21 (or both).

22 89. These aforementioned laws and regulations, violated by
23 ASAP Oil Exchange & Smog, were adopted to protect the class of
24 physically disabled persons (including Hubbard) from injury.

25 90. This violation was the proximate cause of Hubbard'
26 aforementioned injuries.

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²³ California Business and Professions Code §17200.

1 91. Hubbard suffered physical and emotional injuries
2 resulting from an occurrence (the nature of which) these laws or
3 regulations were designed to prevent.²⁴

4 92. ASAP Oil Exchange & Smog knew (or should has known)
5 that the physically disabled individuals (including Hubbard) were
6 denied full and equal access to the Store.

7 93. Despite this knowledge, ASAP Oil Exchange & Smog
8 refused to comply with the aforementioned laws and regulations to
9 make the Store accessible.

10 94. ASAP Oil Exchange & Smog's acts and omissions evince
11 oppressive, fraudulent, or malicious conduct in conscious disregard
12 for the rights or safety of Hubbard (and the physically disabled
13 public).

14 95. Thus, Hubbard, in addition to the actual damages, Seeks
15 damages for the sake of example and by way of punishing Defendant
16 under California Civil Code §3294 in a sufficient amount to
17 accomplish that purpose.

18 96. Hubbard Seeks interest under California Civil Code
19 §3291 too.

20 XII. PRAYER FOR RELIEF

21 WHEREFORE, Hubbard pray judgment against the ASAP Oil
22 Exchange & Smog for:

23 1. Injunctive relief, preventive relief, or any other relief the Court
24 deems proper under:

- 25 • 42 U.S.C. §12205;
- 26 • California Civil Code §52;
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²⁴ Hudge v. Seiler, 558 F.2d 284 (5th Cir. 1977).

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- California Civil Code §55; and
- California Health and Safety Code §19953;
- 2. Declaratory relief that ASAP Oil Exchange & Smog violated the ADA for the purposes of Unruh Act or Disabled Persons Act damages;
- 3. Statutory minimum damages under either California Civil Code §52(a) or California Civil Code §54.3(a), but not both, for each actual visit or incident of deterrence (according to the proof);
- 4. General and special damages in the amount of \$100,000.00;
- 5. For attorneys' fees, litigation expenses and costs of suit pursuant to:
 - 42 U.S.C. §12205;
 - California Civil Code §52;
 - California Civil Code §54.3;
 - California Civil Code §55;
 - California Code of Civil Procedure §1021.5; and
 - California Health and Safety Code §19953;
- 6. Interest at the legal rate from the date of the filing of this action;
- 7. Punitive damages pursuant to Civil Code §3294;
- 8. Prejudgment interest pursuant to Civil Code §3291; and
- 9. Such other and further relief as the court may deem proper.

DATED: September 13, 2004 LAW OFFICES OF LYNN HUBBARD

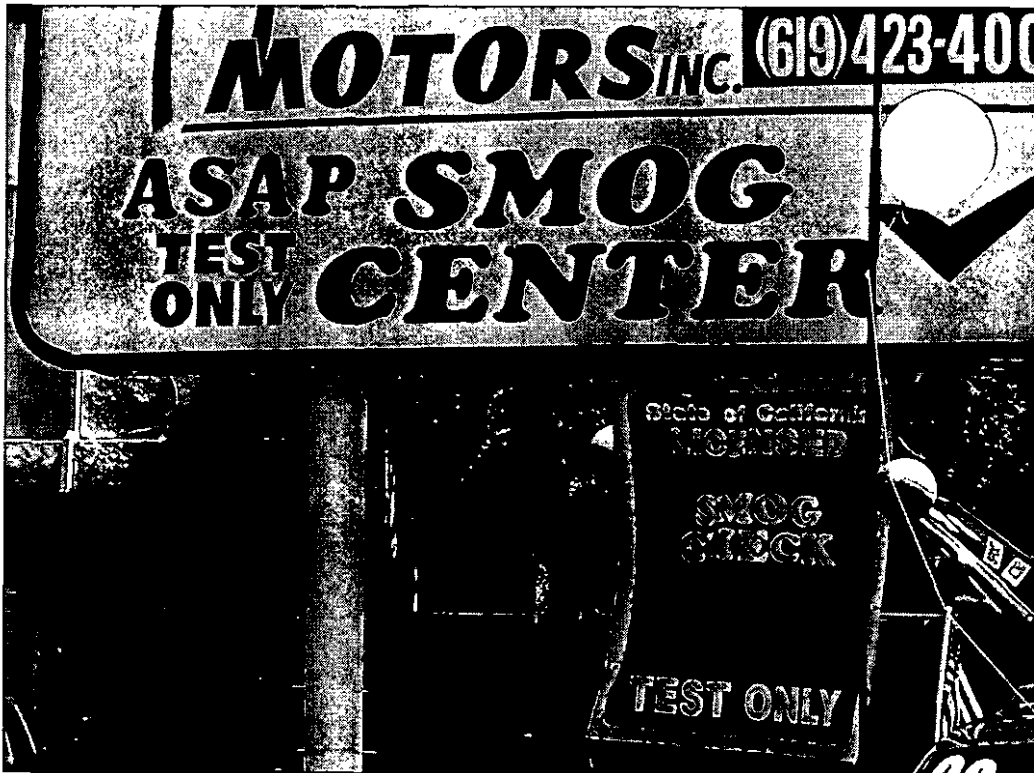


LYNN HUBBARD, III
Attorney for Plaintiffs



PRELIMINARY SITE ACCESSIBILITY REPORT

*ASAP Oil Exchange
1776 Palm Avenue
San Diego, California*



ASAP OIL EXCHANGE/SMOG CENTER
1776 Palm Avenue
San Diego, CA

1129 B
Fig 21

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

SEE PHOTO No. 1

- | | | |
|-------------|---------------|--|
| 1129 B | 4.2 (5)(a) | 2. No accessible parking spaces. |
| 1129 B. 4.2 | 4.1.2 (5) (d) | 3. No required van accessible parking space. |
| 1129B.5 | 4.6.4 | 4. No separate van accessible sign. |
| 1129 B.5 | 4.6.4 | 5. No accessible parking signage. |
| 1129 B. | 4.6.3 | 6. No access aisle for the accessible parking space. |

SEE PHOTO Nos. 2, 3, and 4

- | | | |
|--|--------|--|
| 1127 B. | 36.304 | 7. No exterior route of travel from the property border. |
| 1127 B. | 4.3.2 | 8. No exterior route of travel from parking. |
| 1127 B. 3 | | 9. No exterior route of travel signs. |
| 1102 B. | 4.3 | 10. No accessible route of travel on property grounds. |
| ACI 117R-90 Section 12
See Tolerances | | 11. Level surface at entrance is greater than 1/4 inch in 10 feet, variance allowed. |
| 1117 B.5
Fig 11 B-6 | 4.30 | 12. Entrance door has no ISA. |

SEE PHOTO No. 5

1122 B. 4

13. Check in/out counter does not have a section 36 by 24 inches, 34 inches high to accommodate a wheelchair occupant.

1118B.4

4.27.2

14. Not a 30x48 inch clear floor space in front of the check stand.

1117B.7.4.1.3.2

15. Reach to the ATM pay point is greater than 10 inches.

SEE PHOTO No. 6

1102 B

4.3

1114 B.1.2

4.3.3

Fig 7 (a & b)

16. No accessible route through station. At least one aisle is less than 36 inches wide.

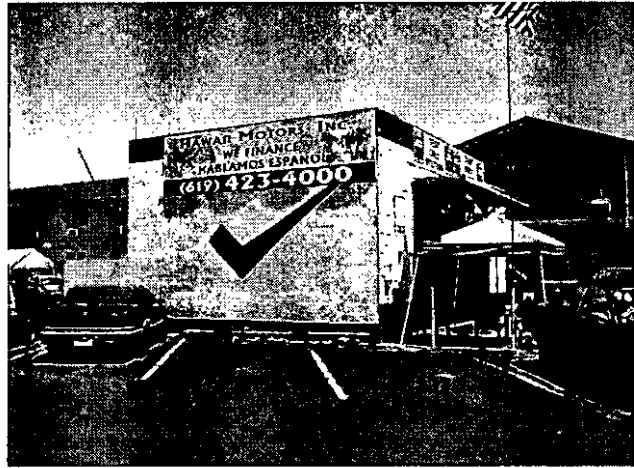
SEE PHOTO Nos. 7 and 8

THERE IS NO PUBLIC RESTROOM AT THIS LOCATION. THE ATTENDANT STATED THE RESTROOM IS FOR EMPLOYEES ONLY.

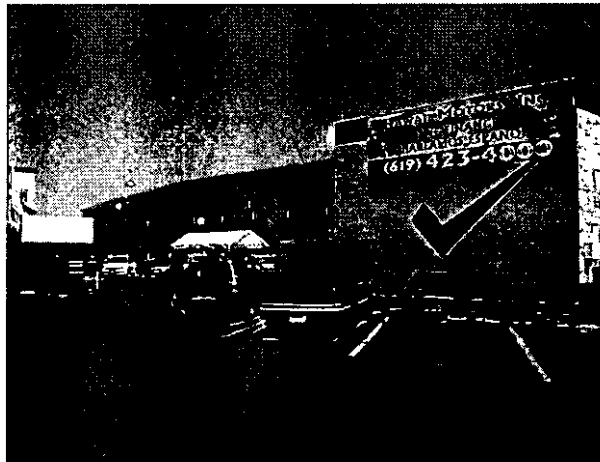
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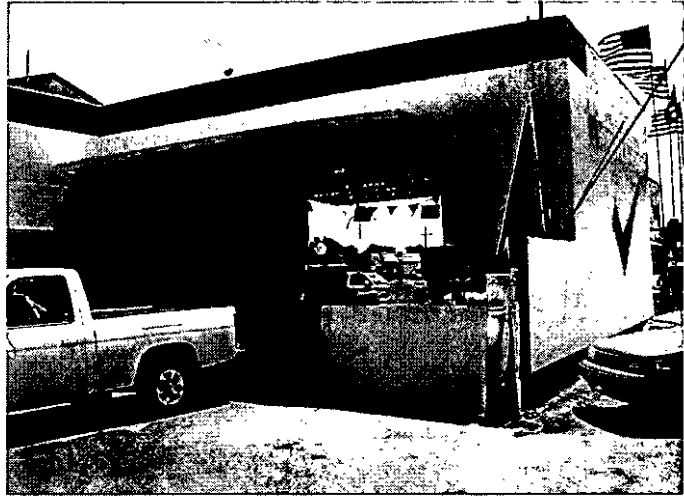
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#3



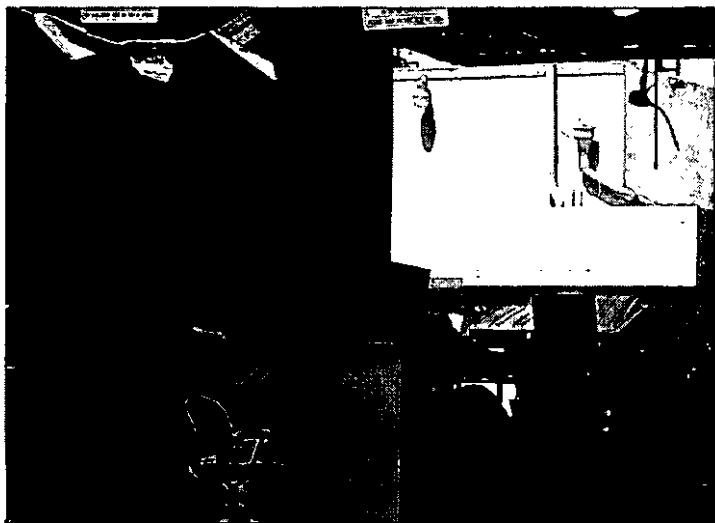
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#5



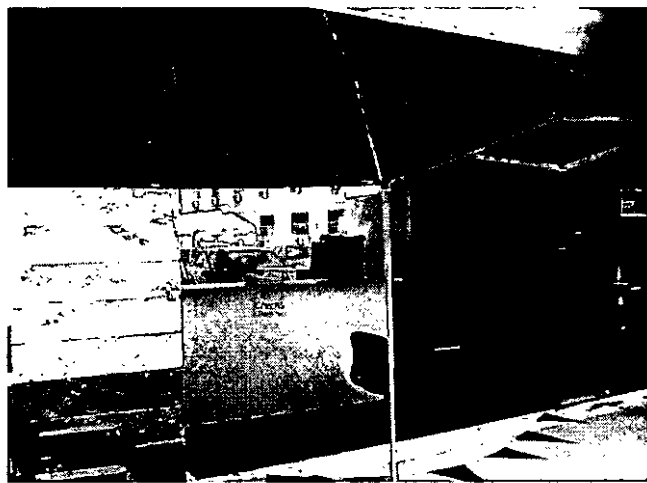
#6



#7



#8



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

ORIGINAL

DEFENDANTS

04 SEP 16 AM 9:04

HAWAII MOTORS, INC. dba ASAP OIL EXCHANGE & SMOG;
404 REDONDO INVESTORS; and DOES 1 through 10 IF ORNIA

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

COUNTY OF RESIDENCE OF FIRST LISTED DEFENDANT _____ DEPUTY
(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 1863 L (JFS)

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	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 <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 PERSONAL PROPERTY <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage 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"/> 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 SOCIAL SECURITY <input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g)) FEDERAL TAX SUITS <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS - Third Party 28 USC 7609	<input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce/CC 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"/> 990 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	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 Empl. Ret. Inc. Security Act		

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: September 13, 2004 SIGNATURE OF ATTORNEY OF RECORD: 

FOR OFFICE USE ONLY

RECEIPT # 107003 AMOUNT 152.00 APPLYING IFP _____ JUDGE _____ MAG. JUDGE _____
9/16/04

CR