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10 UNITED STATES DISTRICT COURT  
11 CENTRAL DISTRICT OF CALIFORNIA-WESTERN DIVISION

12  
13 GUILLERMO ROBLES, an  
14 individual,  
15 Plaintiff,  
16 v.  
17 DOMINO’S PIZZA LLC, a limited  
18 liability corporation,  
19 Defendant.

**COMPLAINT FOR DAMAGES AND  
INJUNCTIVE RELIEF:**

1. **VIOLATION OF THE AMERICANS WITH DISABILITIES ACT OF 1990, 42 U.S.C. §12181 *et seq.* [DOMINOS.COM]**
2. **VIOLATION OF THE AMERICANS WITH DISABILITIES ACT OF 1990, 42 U.S.C. §12181 *et seq.* [DOMINO’S MOBILE APP]**
3. **VIOLATION OF THE UNRUH CIVIL RIGHTS ACT, CALIFORNIA CIVIL CODE § 51 *et seq.* [DOMINOS.COM]**
4. **VIOLATION OF THE UNRUH CIVIL RIGHTS ACT, CALIFORNIA CIVIL CODE § 51 *et seq.* [DOMINO’S MOBILE APP]**

1 Plaintiff, Guillermo Robles (“Plaintiff”), alleges the following upon  
2 information and belief based upon investigation of counsel, except as to his own  
3 acts, which he alleges upon personal knowledge:

4 **INTRODUCTION**

5 1. Plaintiff is a blind person who requires screen-reading software to read  
6 website content using his computer and to interact with mobile applications on his  
7 iPhone. Plaintiff uses the terms “blind” or “visually-impaired” to refer to all people  
8 with visual impairments who meet the legal definition of blindness in that they have  
9 a visual acuity with correction of less than or equal to 20 x 200. Some blind people  
10 who meet this definition have limited vision. Others have no vision.

11 2. Plaintiff brings this civil rights action against Defendant Domino’s  
12 Pizza LLC (“Defendant” or “Domino’s”) for its failure to design, construct,  
13 maintain, and operate its website to be fully accessible to and independently usable  
14 by Plaintiff and other blind or visually-impaired people. Defendant’s denial of full  
15 and equal access to its website, and therefore denial of its products and services  
16 offered thereby and in conjunction with its physical locations, is a violation of  
17 Plaintiff’s rights under the Americans with Disabilities Act (“ADA”) and  
18 California’s Unruh Civil Rights Act (“UCRA”).

19 3. Plaintiff further brings this action against Defendant for failing to  
20 design, construct, maintain, and operate its mobile application (“Mobile App” or  
21 “Mobile Application”) to be fully accessible to, and independently usable by  
22 Plaintiff and other blind or visually-impaired individuals. Defendant’s denial of full  
23 and equal access to its Mobile App also denies Plaintiff products and services  
24 Defendant offers, which in conjunction with its physical locations is a violation of  
25 Plaintiff’s rights under the ADA and UCRA.

26 4. Because Defendant’s website, Dominos.com, is not equally accessible  
27 to blind and visually-impaired consumers in violation of the ADA, Plaintiff seeks a  
28 permanent injunction to cause a change in Defendant’s corporate policies, practices,

1 and procedures so that Defendant's website will become and remain accessible to  
2 blind and visually-impaired consumers.

3 5. Defendant's Mobile App, a separate portal of access to Defendant's  
4 products and services, is also not equally accessible to blind and visually-impaired  
5 consumers in violation of the ADA. Plaintiff therefore seeks a permanent injunction  
6 to cause a change in Defendant's corporate policies, practices, and procedures so  
7 that Defendant's Mobile App also becomes and remains accessible to blind and  
8 visually-impaired consumers.

9 **JURISDICTION AND VENUE**

10 6. This Court has subject-matter jurisdiction of this action pursuant to 28  
11 U.S.C. § 1331 and 42 U.S.C. § 128188, as Plaintiff's claims arise under Title III of  
12 the ADA, 42 U.S.C. § 1281, *et seq.*, and 28 U.S.C. § 1332.

13 7. This court has supplemental jurisdiction over Plaintiff's non-federal  
14 claims pursuant to 28 U.S.C. § 1367, because Plaintiff's UCRA claims are so related  
15 to Plaintiff's federal ADA claims, they form part of the same case or controversy  
16 under Article III of the United States Constitution.

17 8. This Court has personal jurisdiction over Defendant because it conducts  
18 and continues to conduct a substantial and significant amount of business in the  
19 State of California, County of Los Angeles, and because Defendant's offending  
20 website and Mobile App are available across California.

21 9. Venue is proper in the Central District of California pursuant to 28  
22 U.S.C. §1391 because Plaintiff resides in this District, Defendant is subject to  
23 personal jurisdiction in this District, and a substantial portion of the conduct  
24 complained of herein occurred in this District.

25 **PARTIES**

26 10. Plaintiff resides in Los Angeles County, California. Plaintiff is a blind  
27 and handicapped person, and a member of a protected class of individuals under the  
28 ADA, pursuant to 42 U.S.C. § 12102(1)-(2), and the regulations implementing the

1 ADA set forth at 28 CFR §§ 36.101 *et seq.* Plaintiff uses a screen reader to access  
2 the internet and read internet content on his computer and iPhone. Despite multiple  
3 attempts to navigate Dominos.com, Plaintiff has been denied the full use and  
4 enjoyment of the facilities, goods, and services offered by Domino's as a result of  
5 accessibility barriers on the website Dominos.com.

6 11. Plaintiff has also attempted several times to navigate Defendant's  
7 Mobile App on his iPhone. However, on each occasion Plaintiff has been denied  
8 full use and enjoyment of the facilities, goods, and services offered by Defendant as  
9 a result of accessibility barriers on its Mobile App.

10 12. The access barriers on both Defendant's Dominos.com website and its  
11 Mobile App have deterred Plaintiff from visiting Domino's brick-and-mortar  
12 restaurant locations.

13 13. Plaintiff is informed and believes, and thereon alleges, Defendant  
14 Domino's is a limited liability company incorporated in Delaware and has its  
15 principal place of business in Michigan. Defendant is registered to do business in  
16 the State of California and has been doing business in the State of California,  
17 including the Central District of California. Defendant operates thousands of  
18 pizzerias across the nation. Many of these pizzerias are in the State of California,  
19 and a number of these pizzerias are located in the Central District of California.  
20 These Domino's pizzerias constitute places of public accommodation. Defendant's  
21 pizzerias provide to the public important goods and services. Defendant also  
22 provides the public the Dominos.com website and the Domino's Mobile App.  
23 Defendant's website and Mobile App provide consumers with access to an array of  
24 goods and services including restaurant locators, product descriptions, product sales,  
25 special pricing offers, customizable orders, pick-up and delivery services, and many  
26 other benefits related to these goods and services.

27 14. Defendant's pizzerias are public accommodations within the definition  
28 of Title III of the ADA, 42 U.S.C. § 12181(7). Dominos.com is a service, privilege,

1 or advantage of Domino's pizzerias. Domino's Mobile App is a service, privilege,  
2 or advantage of Domino's pizzerias.

3 15. Defendant is subject to personal jurisdiction in this District. Defendant  
4 has been and is committing the acts or omissions alleged herein in the Central  
5 District of California that caused injury, and violated rights prescribed by the ADA  
6 and UCRA, to Plaintiff and to other blind and other visually impaired-consumers. A  
7 substantial part of the acts and omissions giving rise to Plaintiff's claims occurred in  
8 the Central District of California. Specifically, on several separate occasions,  
9 Plaintiff attempted to purchase customized pizzas using Defendant's website  
10 Dominos.com and with Domino's Mobile App in Los Angeles County.

11 **THE AMERICAN WITH DISABILITIES ACT AND THE INTERNET**

12 16. The Internet has become a significant source of information, a portal,  
13 and a tool for conducting business, as well as a means for doing everyday activities  
14 such as shopping, learning, banking, etc. for sighted, blind and visually-impaired  
15 persons alike.

16 17. In today's tech-savvy world, blind and visually-impaired people have  
17 the ability to access websites and mobile applications using keyboards in  
18 conjunction with screen access software that vocalizes the visual information found  
19 on a computer screen or displays the content on a refreshable Braille display. This  
20 technology is known as screen-reading software. Screen-reading software is  
21 currently the only method a blind or visually-impaired person may independently  
22 access the internet. Unless websites and mobile apps are designed to be read by  
23 screen-reading software, blind and visually-impaired persons are unable to fully  
24 access websites or mobile apps, and the information, products, and services  
25 contained thereon.

26 18. Blind and visually-impaired users of Windows operating system-  
27 enabled computers and devices have several screen reading software programs  
28 available to them. Some of these programs are available for purchase and other

1 programs are available without the user having to purchase the program separately.  
2 Job Access With Speech, otherwise known as “JAWS,” is the most popular,  
3 separately purchased and downloaded screen-reading software program available for  
4 a Windows computer.

5 19. For blind and visually-impaired users of Apple operating system-  
6 enabled computers and devices, the screen access software available and built into  
7 all Apple products is VoiceOver. Apple’s devices, including the iPhone, have the  
8 VoiceOver program integrated into their iOS operating system for use by blind and  
9 visually-impaired users.

10 20. For screen-reading software to function, the information on a website or  
11 on a mobile application must be capable of being rendered into text. If the website  
12 or mobile app content is not capable of being rendered into text, the blind or  
13 visually-impaired user is unable to access the same content available to sighted  
14 users.

15 21. The international website standards organization known throughout the  
16 world as W3C, published version 2.0 of the Web Content Accessibility Guidelines  
17 (“WCAG 2.0” hereinafter). WCAG 2.0 are well-established guidelines for making  
18 websites accessible to blind and visually-impaired people. These guidelines are  
19 universally followed by most large business entities to ensure their websites and  
20 mobile apps are accessible.

21 22. Apple also provides iOS accessibility guidelines for its mobile devices  
22 like the iPhone, which assist iOS developers to make mobile applications accessible  
23 to blind and visually-impaired individuals. Apple’s guidelines are available online  
24 at:

25 [https://developer.apple.com/library/ios/documentation/UserExperience/Conceptual/i](https://developer.apple.com/library/ios/documentation/UserExperience/Conceptual/iPhoneAccessibility/Introduction/Introduction.html)  
26 [PhoneAccessibility/Introduction/Introduction.html](https://developer.apple.com/library/ios/documentation/UserExperience/Conceptual/iPhoneAccessibility/Introduction/Introduction.html).

27 23. Non-compliant websites and apps pose common access barriers to blind  
28 and visually-impaired persons. Common barriers encountered by blind and visually

1 impaired persons include, but are not limited to, the following:

- 2 a. A text equivalent for every non-text element is not provided;
- 3 b. Title frames with text are not provided for identification and
- 4 navigation;
- 5 c. Equivalent text is not provided when using scripts;
- 6 d. Forms with the same information and functionality as for sighted
- 7 persons are not provided;
- 8 e. Information about the meaning and structure of content is not
- 9 conveyed by more than the visual presentation of content;
- 10 f. Text cannot be resized without assistive technology up to 200 percent
- 11 without loss of content or functionality;
- 12 g. If the content enforces a time limit, the user is not able to extend,
- 13 adjust or disable it;
- 14 h. Web pages do not have titles that describe the topic or purpose;
- 15 i. The purpose of each link cannot be determined from the link text
- 16 alone or from the link text and its programmatically determined link
- 17 context;
- 18 j. One or more keyboard operable user interface lacks a mode of
- 19 operation where the keyboard focus indicator is discernible;
- 20 k. The default human language of each web page cannot be
- 21 programmatically determined;
- 22 l. When a component receives focus, it may initiate a change in context;
- 23 m. Changing the setting of a user interface component may automatically
- 24 cause a change of context where the user has not been advised before
- 25 using the component;
- 26 n. Labels or instructions are not provided when content requires user
- 27 input;
- 28 o. In content which is implemented by using markup languages,

1 elements do not have complete start and end tags, elements are not  
2 nested according to their specifications, elements may contain  
3 duplicate attributes and/or any IDs are not unique; and,

- 4 p. The name and role of all User Interface elements cannot be  
5 programmatically determined; items that can be set by the user cannot  
6 be programmatically set; and/or notification of changes to these items  
7 is not available to user agents, including assistive technology.

### 8 **FACTUAL BACKGROUND**

9 24. Defendant offers the commercial website, Dominos.com, to the public.  
10 The website offers a feature which should allow all consumers to customize their  
11 pizzas, order other food and finalize their orders for home delivery or pick-up at  
12 Defendant's pizzerias. Dominos.com offers access to a variety of goods and services  
13 which are offered and available to the public, including special pricing options, store  
14 locator tools, and other services.

15 25. Defendant also operates an online ordering portal through its iPhone  
16 Mobile App which, like Dominos.com, offers a feature that should allow all  
17 consumers to create accounts, login to their accounts, customize pizzas, order food,  
18 and finalize orders for home delivery or pick-up at Defendant's pizzerias. Similar to  
19 Dominos.com, Defendant's Mobile App offers access goods and services offered  
20 and available to the public.

21 26. Based on information and belief, it is Defendant's policy and practice to  
22 deny Plaintiff, along with other blind or visually-impaired users, access to  
23 Defendant's Dominos.com and Mobile App, and to therefore specifically deny the  
24 goods and services that are offered and integrated with Defendant's restaurants. Due  
25 to Defendant's failure and refusal to remove access barriers to Dominos.com and the  
26 Domino's Mobile App, Plaintiff and visually-impaired persons have been and are  
27 still being denied equal access to Domino's pizzerias and the numerous goods,  
28 services, and benefits offered to the public through Dominos.com and the Domino's

1 Mobile App.

2 **Defendant’s Barriers on Dominos.com Deny Plaintiff Access**

3 27. Plaintiff, as a blind person, cannot use a computer without the  
4 assistance of screen-reading software. However, Plaintiff is a proficient user of the  
5 JAWS screen-reader to access the internet. Plaintiff has visited Dominos.com  
6 several times using the JAWS screen-reader to try to order a customized pizza. But  
7 due to the widespread accessibility barriers on Dominos.com, Plaintiff has been  
8 denied the full enjoyment of the facilities, goods, and services of Dominos.com, as  
9 well as to the facilities, goods, and services of Domino’s locations in California.

10 28. While attempting to navigate Dominos.com , Plaintiff encountered  
11 multiple accessibility barriers for blind or visually-impaired people that include, but  
12 are not limited to, the following:

- 13 a. Lack of Alternative Text (“alt-text”), or a text equivalent. Alt-text is  
14 invisible code embedded beneath a graphical image on a website.  
15 Web accessibility requires that alt-text be coded with each picture so  
16 that screen-reading software can speak the alt-text where a sighted  
17 user sees pictures. Alt-text does not change the visual presentation,  
18 but instead a text box shows when the mouse moves over the picture.  
19 The lack of alt-text on these graphics prevents screen readers from  
20 accurately vocalizing a description of the graphics. As a result,  
21 visually-impaired Domino’s customers are unable to determine what  
22 is on the website, browse, look for store locations, check out  
23 Defendant's programs and specials, or make any purchases (including  
24 but not limited to, customizing their own pizza using the “Pizza  
25 Builder” feature);
- 26 b. Empty Links That Contain No Text causing the function or purpose of  
27 the link to not be presented to the user. This can introduce confusion  
28 for keyboard and screen-reader users;

1 c. Redundant Links where adjacent links go to the same URL address  
2 which results in additional navigation and repetition for keyboard and  
3 screen-reader users; and

4 d. Linked Images Missing Alt-text, which causes problems if an image  
5 within a link contains no text and that image does not provide alt-text.  
6 A screen reader then has no content to present the user as to the  
7 function of the link.

8 29. Most recently, in 2016, Plaintiff again attempted to do business with  
9 Domino's on Dominos.com. Plaintiff again encountered barriers to access on  
10 Dominos.com when it came to choosing, adding, or removing the toppings on the  
11 pizza he wanted to order. He was unable to add the pizza to checkout and complete  
12 a transaction due to the inaccessibility of Domino's website.

13 **Defendant's Barriers on Its Mobile App Deny Plaintiff Access**

14 30. Plaintiff has also experienced accessibility problems when he attempted  
15 to use Domino's Mobile App on his iPhone with VoiceOver, Apple's talking  
16 software program that allows Plaintiff to access the menus and applications on his  
17 iPhone.

18 31. As early as 2015, Plaintiff attempted to access, do business with, and  
19 place a customized pizza order from Domino's using the Domino's iOS Mobile  
20 App. Plaintiff was unable to place his order due to accessibility barriers of  
21 unlabeled buttons that do not conform to Apple's iOS accessibility guidelines.  
22 While trying to navigate Defendant's Mobile App, Plaintiff encountered similar  
23 access barriers as Defendant's website, similar to the lack of alt-text on graphics,  
24 inaccessible forms, inaccessible image maps, and the lack of adequate prompting  
25 and labeling.

26 32. Plaintiff alleges on information and belief that Defendant updated its  
27 Mobile Application in 2016. Thereafter, Plaintiff again attempted to place an order  
28 using the most updated version of Defendant's Mobile App to order a pizza with

1 customized toppings. Again due to barriers to access, Plaintiff was unable to place  
2 any order for a customized pizza using Defendant's Mobile App.

3 33. Defendant denies visually-impaired people access to its goods, services,  
4 and information because it prevents free navigation with screen-reading software to  
5 Dominos.com and the Mobile App. These barriers to blind and visually-impaired  
6 people can and must be removed, by simple compliance with WCAG 2.0.

7 **Defendant Must Remove Barriers To Its Website And Mobile App**

8 34. Due to the inaccessibility of Dominos.com and its Mobile App, blind  
9 and visually-impaired customers such as Plaintiff, who need screen-readers, cannot  
10 customize the toppings on their pizzas, browse, shop, or complete a purchase online.  
11 As a result, Plaintiff is deterred altogether from placing any sort of order for delivery  
12 or visiting the physical location to pick up his order. If Dominos.com and the  
13 Dominos Mobile App were equally accessible to all, Plaintiff could independently  
14 choose the toppings on his customized pizza, investigate other products available for  
15 purchase, and complete his transaction as sighted individuals do.

16 35. Through his many attempts to use Defendant's website and Mobile  
17 App, Plaintiff has actual knowledge of the access barriers that make these services  
18 inaccessible and independently unusable by blind and visually-impaired people.

19 36. Because simple compliance with the WCAG 2.0 Guidelines would  
20 provide Plaintiff and other visually-impaired consumers with equal access to  
21 Dominos.com and the Domino's Mobile App, Plaintiff alleges that Domino's has  
22 engaged in acts of intentional discrimination, including but not limited to the  
23 following policies or practices:

- 24 a. Construction and maintenance of a website and mobile applications  
25 that are inaccessible to visually-impaired individuals, including  
26 Plaintiff;
- 27 b. Failure to construct and maintain a website and mobile applications  
28 that are sufficiently intuitive so as to be equally accessible to visually-

1 impaired individuals, including Plaintiff; and,

- 2 c. Failure to take actions to correct these access barriers in the face of  
3 substantial harm and discrimination to blind and visually-impaired  
4 consumers, such as Plaintiff, as a member of a protected class.

5 37. Domino's therefore uses standards, criteria or methods of  
6 administration that have the effect of discriminating or perpetuating the  
7 discrimination of others, as alleged herein.

8 38. The ADA expressly contemplates the type of injunctive relief that  
9 Plaintiff seeks in this action. In relevant part, the ADA requires:

10 "In the case of violations of . . . this title, injunctive relief shall include  
11 an order to alter facilities to make such facilities readily accessible to  
12 and usable by individuals with disabilities....Where appropriate,  
13 injunctive relief shall also include requiring the . . . modification of a  
14 policy. . ."

14 42 .S.C. § 12188(a)(2).

15 43 Because Defendant's website has never been equally accessible, and  
16 because Defendant lacks a corporate policy that is reasonably calculated to cause its  
17 website and Mobile App to become and remain accessible, Plaintiff invokes the  
18 provisions of 42 U.S.C. § 12188(a)(2), and seeks a permanent injunction requiring  
19 Defendant to retain a qualified consultant acceptable to Plaintiff ("Agreed Upon  
20 Consultant") to assist Defendant to comply with WCAG 2.0 guidelines for its  
21 website and Mobile App. Plaintiff seeks that this permanent injunction requires  
22 Defendant to cooperate with the Agreed Upon Consultant to:

- 23 a. Train Defendant's employees and agents who develop the  
24 Dominos.com website and Mobile App on accessibility compliance  
25 under the WCAG 2.0 guidelines;  
26 b. Regularly check the accessibility of Defendant's website and Mobile  
27 App under the WCAG 2.0 guidelines;

- 1 c. Regularly test user accessibility by blind or vision-impaired persons to  
2 ensure that Defendant's website and Mobile App complies under the  
3 WCAG 2.0 guidelines; and  
4 d. Develop an accessibility policy that is clearly disclosed on its websites  
5 and Mobile Apps, with contact information for users to report  
6 accessibility-related problems.

7 44 If Dominos.com and the Mobile App were accessible, Plaintiff and  
8 similarly situated blind and visually-impaired people could independently view  
9 menu items, customize menu items for purchase, shop for and otherwise research  
10 related products available via Defendant's website and Mobile App.

11 45 Although Defendant may currently have centralized policies regarding  
12 the maintenance and operation of its website and Mobile App, Defendant lacks a  
13 plan and policy reasonably calculated to make its websites fully and equally  
14 accessible to, and independently usable by, blind and other visually-impaired  
15 consumers.

16 46 Without injunctive relief, Plaintiff and other visually-impaired  
17 consumers will continue to be unable to independently use the Defendant's websites  
18 in violation of their rights.

19 **FIRST CAUSE OF ACTION**

20 **VIOLATIONS OF THE AMERICANS WITH DISABILITIES ACT OF 1990,**

21 **42 U.S.C. § 12181 et seq. [DOMINOS.COM]**

22 47 Plaintiff re-alleges and incorporates by reference all paragraphs alleged  
23 above and each and every other paragraph in this Complaint necessary or helpful to  
24 state this cause of action as though fully set forth herein.

25 48 Section 302(a) of Title III of the ADA, 42 U.S.C. § 12101 et seq.,  
26 provides:

27 "No individual shall be discriminated against on the basis of disability  
28 in the full and equal enjoyment of the goods, services, facilities,

1 privileges, advantages, or accommodations of any place of public  
2 accommodation by any person who owns, leases (or leases to), or  
3 operates a place of public accommodation.”

4 42 U.S.C. § 12182(a).

5 49 Domino’s pizzerias are public accommodations within the definition of  
6 Title III of the ADA, 42 U.S.C. § 12181(7). Dominos.com is a service, privilege, or  
7 advantage of Domino’s pizzerias. Dominos.com is a service that is integrated with  
8 these locations.

9 50 Under Section 302(b)(1) of Title III of the ADA, it is unlawful  
10 discrimination to deny individuals with disabilities the opportunity to participate in  
11 or benefit from the goods, services, facilities, privileges, advantages, or  
12 accommodations of an entity. (42 U.S.C. § 12182(b)(1)(A)(i).)

13 51 Under Section 302(b)(1) of Title III of the ADA, it is unlawful  
14 discrimination to deny individuals with disabilities an opportunity to participate in or  
15 benefit from the goods, services, facilities, privileges, advantages, or  
16 accommodation, which is equal to the opportunities afforded to other individuals.  
17 (42 U.S.C. § 12182(b)(1)(A)(ii).)

18 52 Under Section 302(b)(2) of Title III of the ADA, unlawful  
19 discrimination also includes, among other things:

20 “[A] failure to make reasonable modifications in policies, practices, or  
21 procedures, when such modifications are necessary to afford such  
22 goods, services, facilities, privileges, advantages, or accommodations  
23 to individuals with disabilities, unless the entity can demonstrate that  
24 making such modifications would fundamentally alter the nature of  
25 such goods, services, facilities, privileges, advantages or  
26 accommodations; and a failure to take such steps as may be necessary  
27 to ensure that no individual with a disability is excluded, denied  
28 services, segregated or otherwise treated differently than other  
individuals because of the absence of auxiliary aids and services,  
unless the entity can demonstrate that taking such steps would  
fundamentally alter the nature of the good, service, facility, privilege,  
advantage, or accommodation being offered or would result in an  
undue burden.”

1 42 U.S.C. § 12182(b)(2)(A)(ii)-(iii).

2 53 The acts alleged herein constitute violations of Title III of the ADA,  
3 and the regulations promulgated thereunder. Plaintiff, who is a member of a  
4 protected class of persons under the ADA, has a physical disability that substantially  
5 limits the major life activity of sight within the meaning of 42 U.S.C. §§  
6 12102(1)(A)-(2)(A). Furthermore, Plaintiff has been denied full and equal access to  
7 Dominos.com, has not been provided services which are provided to other patrons  
8 who are not disabled, and has been provided services that are inferior to the services  
9 provided to non-disabled persons. Defendant has failed to take any prompt and  
10 equitable steps to remedy its discriminatory conduct. These violations are ongoing.

11 54 Pursuant to 42 U.S.C. § 12188 and the remedies, procedures, and rights  
12 set forth and incorporated therein, Plaintiff, requests relief as set forth below.

13 **SECOND CAUSE OF ACTION**

14 **VIOLATIONS OF THE AMERICANS WITH DISABILITIES ACT OF 1990,**

15 **42 U.S.C. § 12181 et seq. [DOMINO'S MOBILE APP]**

16 55 Plaintiff re-alleges and incorporates by reference all paragraphs alleged  
17 above and each and every other paragraph in this Complaint necessary or helpful to  
18 state this cause of action as though fully set forth herein.

19 56 Domino's Mobile App is a service, privilege, or advantage of Domino's  
20 pizzerias. Domino's Mobile App is a service that is integrated with these locations.

21 57 The acts alleged herein constitute violations of Title III of the ADA,  
22 and the regulations promulgated thereunder. Plaintiff, who is a member of a  
23 protected class of persons under the ADA, has a physical disability that substantially  
24 limits the major life activity of sight within the meaning of 42 U.S.C. §§  
25 12102(1)(A)-(2)(A). Plaintiff has been denied full and equal access to Domino's  
26 Mobile App, has not been provided services which are provided to other patrons  
27 who are not disabled, and has been provided services that are inferior to the services  
28 provided to non-disabled persons. Defendant has failed to take any prompt and

1 equitable steps to remedy its discriminatory conduct. These violations are ongoing.

2 58 Pursuant to 42 U.S.C. § 12188 and the remedies, procedures, and rights  
3 set forth and incorporated therein, Plaintiff, requests relief as set forth below.

4 **THIRD CAUSE OF ACTION**

5 **VIOLATION OF THE UNRUH CIVIL RIGHTS ACT, CALIFORNIA CIVIL**

6 **CODE § 51 *et seq.* [DOMINOS.COM]**

7 59 Plaintiff re-alleges and incorporates by reference all paragraphs alleged  
8 above and each and every other paragraph in this Complaint necessary or helpful to  
9 state this cause of action as though fully set forth herein.

10 60 California Civil Code § 51 *et seq.* guarantees equal access for people  
11 with disabilities to the accommodations, advantages, facilities, privileges, and  
12 services of all business establishments of any kind whatsoever. Defendant is  
13 systematically violating the UCRA, Civil Code § 51 *et seq.*

14 61 Defendant's pizzerias are "business establishments" within the meaning  
15 of the Civil Code § 51 *et seq.* Defendant generates millions of dollars in revenue  
16 from the sale of goods through its Dominos.com website. Defendant's website is a  
17 service provided by Defendant that is inaccessible to patrons who are blind or  
18 visually-impaired like Plaintiff. This inaccessibility denies blind and visually-  
19 impaired patrons full and equal access to the facilities, goods, and services that  
20 Defendant makes available to the non-disabled public. Defendant is violating the  
21 UCRA, Civil Code § 51 *et seq.*, by denying visually-impaired customers the goods  
22 and services provided on its website. These violations are ongoing.

23 62 Defendant's actions constitute intentional discrimination against  
24 Plaintiff on the basis of a disability, in violation of the UCRA, Civil Code § 51 *et*  
25 *seq.*, because Defendant has constructed a website that is inaccessible to Plaintiff,  
26 Defendant maintains the website in an inaccessible form, and Defendant has failed to  
27 take actions to correct these barriers.

28 63 Defendant is also violating the UCRA, Civil Code § 51 *et seq.* because

1 the conduct alleged herein violates various provisions of the ADA, 42 U.S.C. §  
2 12101 *et seq.*, as set forth above. Section 51(f) of the Civil Code provides that a  
3 violation of the right of any individual under the ADA also constitutes a violation of  
4 the UCRA.

5 64 The actions of Defendants violate UCRA, Civil Code § 51 *et seq.*, and  
6 Plaintiff is therefore entitled to injunctive relief remedying the discrimination.

7 65 Plaintiff is entitled to statutory minimum damages pursuant to Civil  
8 Code § 52 for each and every offense.

9 66 Plaintiff is also entitled to reasonable attorneys' fees and costs.

10 **FOURTH CAUSE OF ACTION**

11 **VIOLATION OF THE UNRUH CIVIL RIGHTS ACT, CALIFORNIA CIVIL**

12 **CODE § 51 *et seq.* [DOMINO'S MOBILE APP]**

13 42 Plaintiff re-alleges and incorporates by reference all paragraphs alleged  
14 above and each and every other paragraph in this Complaint necessary or helpful to  
15 state this cause of action as though fully set forth herein.

16 43 Defendant generates millions of dollars in revenue from the sale of  
17 goods through its Mobile App. Defendant's Mobile App is a service provided by  
18 Defendant that is inaccessible to patrons who are blind or visually-impaired like  
19 Plaintiff. This inaccessibility denies blind and visually-impaired patrons full and  
20 equal access to the facilities, goods, and services that Defendant makes available to  
21 the non-disabled public. Defendant is violating the UCRA, Civil Code § 51 *et seq.*,  
22 by denying visually-impaired customers the goods and services provided on its  
23 Mobile App. These violations are ongoing.

24 44 Defendant's actions constitute intentional discrimination against  
25 Plaintiff on the basis of a disability, in violation of the UCRA, Civil Code § 51 *et*  
26 *seq.*, because Defendant has constructed a Mobile App that is inaccessible to  
27 Plaintiff, Defendant maintains the Mobile App an inaccessible form, and Defendant  
28 has failed to take actions to correct these barriers.



1 steps necessary to make Domino's Mobile Application readily accessible to and  
2 usable by blind and visually-impaired individuals;

3 6. An award of statutory minimum damages of \$4,000 per violation  
4 pursuant to § 52(a) of the California Civil Code;

5 7. For attorneys' fees and expenses pursuant to all applicable laws  
6 including, without limitation, pursuant to 42 U.S.C. § 12188(a)(1), and California  
7 Civil Code § 52(a);

8 8. For pre-judgment interest to the extent permitted by law;

9 9. For costs of suit; and

10 10. For such other and further relief as this Court deems just and proper.

11 **DEMAND FOR JURY TRIAL**

12 Plaintiff hereby respectfully requests a trial by jury on all appropriate issues  
13 raised in this Complaint.

14  
15 Dated: September 1, 2016

**MANNING LAW, APC**

16  
17 By: /s/ Joseph R. Manning Jr., Esq.  
18 Joseph R. Manning Jr., Esq.  
19 Caitlin J. Scott, Esq.  
20 Attorneys for Plaintiff  
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