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17 **UNITED STATES DISTRICT COURT**  
18 **EASTERN DISTRICT OF CALIFORNIA – SACRAMENTO DIVISION**

19 MELVIN PATTERSON,

20 *Plaintiff,*

21 v.

22 SIX FLAGS THEME PARKS INC.;  
23 SIX FLAGS ENTERTAINMENT CORP.;  
24 and PARK MANAGEMENT CORP.,

25 *Defendants.*

26 **Civil Action No.:**

27 **COMPLAINT**

28 Plaintiff Melvin Patterson states his Complaint against Defendants Six Flags Theme Parks Inc.; Six Flags Entertainment Corp.; and Park Management Corp. (“Defendants”) based upon personal knowledge and information and belief:

1 **INTRODUCTION**

2 1. Plaintiff Melvin Patterson is deaf and communicates primarily in American  
3 Sign Language (“ASL”).

4 2. As a deaf American, Mr. Patterson has the right to meaningfully access,  
5 enjoy, and participate in society just as hearing persons do.

6 3. Mr. Patterson and his family frequently visit and enjoy amusement parks.

7 4. Defendants, who operate a Six Flags Discovery Kingdom in Vallejo,  
8 California, have prevented Mr. Patterson from exercising that right by refusing to provide  
9 him the ASL interpreters he requires to meaningfully access, enjoy, and participate in the  
10 entertainment services Defendants offer to the public.

11 5. Plaintiff repeatedly requested ASL interpreters for himself and his partner of  
12 12 years, but Defendants have refused to provide such interpreters, maintaining that  
13 Plaintiff and his family would need to bring such interpreters at their own cost, contrary  
14 to federal and state anti-discrimination laws.

15 6. Based on Plaintiff’s experience, it is also evident that Defendants have failed  
16 to implement policies, procedures, and practices respecting the civil rights and  
17 communication needs of deaf individuals.

18 7. Plaintiff brings this lawsuit to compel Defendants to cease their unlawful  
19 discriminatory practices and implement policies and procedures that will ensure effective  
20 communication, full and equal enjoyment, and a meaningful opportunity for deaf  
21 individuals to access, enjoy, and participate in Defendants’ services.

22 8. Plaintiff brings this action seeking compensatory, nominal, punitive, and  
23 statutory damages; declaratory, injunctive, and equitable relief; and attorney’s fees and  
24 costs to redress Defendants’ unlawful discrimination against him on the basis of his  
25 disability in violation of Title III of the Americans with Disabilities Act (“ADA”), 42  
26 U.S.C. § 12181, et seq. and the Unruh Civil Rights Act (“Unruh Act”), Cal. Civ. Code §  
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1 51.  
2

3 **THE PARTIES**

4 9. Plaintiff Melvin Patterson is an individual residing in Patterson, California.  
5 He is a profoundly deaf individual who primarily communicates in American Sign  
6 Language. Plaintiff is substantially limited in the major life activities of hearing and  
7 speaking and is an individual with a disability within the meaning of state and federal  
8 civil rights laws.

9 10. Upon information and belief, defendant Six Flags Theme Parks Inc. is a  
10 foreign for-profit corporation doing business in Vallejo, California with a registered  
11 address for service at c/o Corporation Service Company dba CSC – Lawyers  
12 Incorporating Service, 211 E 7<sup>th</sup> Street, Suite 620, Austin, TX 78701. Upon information  
13 and belief, defendant Six Flags Theme Parks Inc. owns, leases, or operates “Six Flags  
14 Discovery Kingdom,” an amusement park and place of public accommodation within the  
15 meaning of state and federal civil rights laws that is located at 1001 Fairgrounds Dr,  
16 Vallejo, CA 94589.

17 11. Upon information and belief, defendant Six Flags Entertainment Corp. is a  
18 foreign for-profit corporation doing business in Vallejo, California with a registered  
19 address for service at c/o Corporation Service Company dba CSC – Lawyers  
20 Incorporating Service, 211 E 7<sup>th</sup> Street, Suite 620, Austin, TX 78701. Upon information  
21 and belief, defendant Six Flags Entertainment Corp. owns, leases, or operates “Six Flags  
22 Discovery Kingdom,” an amusement park and place of public accommodation within the  
23 meaning of state and federal civil rights laws that is located at 1001 Fairgrounds Dr,  
24 Vallejo, CA 94589.

25 12. Upon information and belief, defendant Park Management Corp. is a foreign  
26 for-profit corporation doing business in Vallejo, California with a registered address for  
27 service at c/o CSC Lawyers Incorporating Service, 2710 Gateway Oaks Drive, Suite  
28

1 150N, Sacramento, CA 95833. Upon information and belief, defendant Park Management  
2 Corp. owns, leases, or operates “Six Flags Discovery Kingdom,” an amusement park and  
3 place of public accommodation within the meaning of state and federal civil rights laws  
4 that is located at 1001 Fairgrounds Dr, Vallejo, CA 94589.

5 **JURISDICTION & VENUE**

6 13. This Court has jurisdiction over the subject matter of this action under 28  
7 U.S.C. §§ 1331 and 1343 for Plaintiff’s claims arising under the laws of the United States  
8 and supplemental jurisdiction under 28 U.S.C. § 1367 for Plaintiff’s state law claims.

9 14. Venue is proper in this district under 28 U.S.C. § 1391(b) because (i)  
10 Defendants are residents of this District, (ii) Defendants have sufficient contacts with this  
11 District to subject them to personal jurisdiction and had those contacts at the time this  
12 action is commenced, and (iii) the majority of the acts and omissions giving rise to this  
13 Complaint occurred within this District.

14 **STATEMENT OF FACTS**

15 15. Plaintiff Melvin Patterson is a profoundly deaf individual who  
16 communicates primarily in American Sign Language. Mr. Patterson, along with Rhona  
17 Rodriguez, his partner of 12 years who is also deaf, planned to visit Six Flags Discovery  
18 Kingdom with their two children. They frequently visit and enjoy amusement parks  
19 together as a family activity.

20 16. Mr. Patterson and his family are “Gold Plus” members of Six Flags, the  
21 largest regional theme park company in the world.<sup>1</sup>

22 17. Beginning in June 2021, Mr. Patterson agreed to pay \$84.69 per month for  
23 12 months for these memberships. Mr. Patterson planned to visit Six Flags Discovery  
24 Kingdom with his family at least six times in 2021, and likely more.

25 18. At all relevant times, Six Flags purported to maintain a policy that deaf  
26  
27

28 <sup>1</sup> See <https://www.sixflags.com/members>.

1 visitors can receive ASL interpreting services for their visit by calling a phone number  
2 and requesting such services at least seven days before a visit.

3 19. Accordingly, Mr. Patterson attempted to contact this Six Flags phone  
4 number numerous times via video relay service to request ASL interpreters for his and his  
5 family's visits to Six Flags Discovery Kingdom in the summer and fall of 2021.<sup>2</sup> Each  
6 time, Mr. Patterson was either disconnected or put on hold for over an hour to no avail.

7 20. Mr. Patterson eventually communicated by video relay service with a Six  
8 Flags Guest Relations employee named "Mercedes" who indicated that Mr. Patterson  
9 would have to bring an ASL interpreter at his own cost, per Six Flags' "Personal Care  
10 Attendant" program that allows guests with disabilities to bring their own "attendant" to  
11 the park to accommodate their disabilities.

12 21. Mr. Patterson also communicated back and forth with Six Flags' Guest  
13 Relations throughout the summer and fall of 2021, including an employee named  
14 "Juliana," to make repeated written requests for ASL interpreters and to obtain more  
15 information about Six Flags' policies with respect to accommodating deaf patrons.

16 22. At one point, Juliana emailed Mr. Patterson that "I cannot set up an  
17 interpreter for you. . . . American Sign Language Interpreting will be available if  
18 requested at least 7 days in advance of your visit" and provided a number to call to  
19 "arrange for sign language interpreting services."

20 23. At all other times, however, Juliana and the other Guest Relations employees  
21 Mr. Patterson communicated with have maintained that there are no interpreters  
22 available, that Mr. Patterson would have to bring his own interpreter to any visits to Six  
23 Flags, that Mr. Patterson should have applied for the "Attraction Accessibility Program,"  
24 and that they would not issue any refunds or cancel his membership despite the refusal to  
25

26  
27 <sup>2</sup> A video relay service allows deaf individuals to communicate with voice telephone users through  
28 video equipment and ASL interpretive services provided by a third party. *See*  
<https://www.fcc.gov/consumers/guides/video-relay-services>.

1 accommodate him.

2 24. To date, Defendants have expressly and repeatedly refused to offer or  
3 provide an ASL interpreter to Mr. Patterson for any of his planned visits to Six Flags  
4 Discovery Kingdom and have refused to refund Plaintiff for the memberships he  
5 purchased in reliance on Six Flags' purported policy of providing ASL interpreters to  
6 deaf visitors with seven days' notice. The "Gold Plus" memberships Mr. Patterson  
7 purchased for himself and his family members are essentially rendered useless because  
8 Defendants refuse to accommodate him in violation of their own policy.

9 25. Overall, Defendants' discrimination against Plaintiff caused him to  
10 emotional distress, including stress, anxiety, humiliation, and frustration. This is  
11 especially true because Defendants refuse to refund Plaintiff and his family members'  
12 memberships despite refusing to accommodate their disabilities.

13 26. Defendants knew or should have known of their obligations under state and  
14 federal antidiscrimination laws to develop policies to promote compliance with these  
15 statutes and to provide reasonable accommodations, including the provision of ASL  
16 interpreters to ensure that deaf individuals can meaningfully access, enjoy, and  
17 participate in their services.

18 27. Defendants and their staff knew or should have known that their actions and  
19 inactions created an unreasonable risk of causing Plaintiff greater levels of emotional  
20 distress than a hearing person would be expected to experience.

21 28. Plaintiff is entitled to equal access to and enjoyment of services offered by  
22 Defendants as are enjoyed by non-disabled persons, but Defendants prevented Plaintiff  
23 from doing so by failing to provide ASL interpreters despite acknowledging their  
24 obligation to provide such interpreters to deaf customers.

25 29. In doing so, Defendants intentionally discriminated against Plaintiff and  
26 acted with deliberate indifference to his federally-protected rights.  
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1 30. Defendants' wrongful and intentional discrimination against Plaintiff on the  
2 basis of his disability is reflected by Defendants' failure to train employees and  
3 promulgate policies of non-discrimination against deaf individuals.

4 31. As a result of Defendants' failure to provide ASL interpreters to Plaintiff, he  
5 received services that were objectively substandard and that were inferior to those  
6 provided to customers who are hearing.

7 32. Plaintiff wants to visit Six Flags Discovery Kingdom and Defendants' other  
8 amusement parks again in the near future because he and his family enjoy amusement  
9 parks and Defendants operate one of the largest amusement park companies in the world,  
10 but Plaintiff is deterred from doing so because of Defendants' discrimination against him  
11 on the basis of his disability and deliberate indifference to his federally-protected rights.

### 12 CAUSES OF ACTION

#### 13 CLAIM I: Violations of Title III of the Americans with Disabilities Act

14 33. Plaintiff incorporates by reference all preceding paragraphs and realleges  
15 them in support of this claim.

16 34. At all times relevant to the action, Title III of the ADA, 42 U.S.C. § 12181,  
17 et seq., has been in full force and effect and has applied to Defendants' conduct.

18 35. Defendants own, lease, and/or operate a place of public accommodation  
19 within the meaning of Title III of the ADA, 42 U.S.C. § 12181(7) ("place of exhibition  
20 and entertainment," "place of recreation," "sales or rental establishment," and "service  
21 establishments").

22 36. At all times relevant to the action, Plaintiff has been substantially limited in  
23 the major life activities of hearing and speaking, and is an individual with a disability  
24 within the meaning of the ADA, 42 U.S.C. § 12102(2).

25 37. Title III of the ADA provides that "[n]o individual shall be discriminated  
26 against on the basis of disability in the full and equal enjoyment of the goods, services,  
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1 facilities, privileges, advantages, or accommodations of any place of public  
2 accommodation by any person who owns, leases (or leases to), or operates a place of  
3 public accommodation.” 42 U.S.C. § 12182(a).

4 38. Title III of the ADA provides that “[i]t shall be discriminatory to subject an  
5 individual or class of individuals on the basis of a disability or disabilities of such  
6 individual or class, directly, or through contractual, licensing, or other arrangements, to a  
7 denial of the opportunity of the individual or class to participate in or benefit from the  
8 goods, services, facilities, privileges, advantages, or accommodations of an entity.” 42  
9 U.S.C. § 12182(b)(1)(A)(i).

10 39. Title III of the ADA provides that “[i]t shall be discriminatory to afford an  
11 individual or class of individuals, on the basis of a disability or disabilities of such  
12 individual or class, directly, or through contractual, licensing, or other arrangements with  
13 the opportunity to participate in or benefit from a good, service, facility, privilege,  
14 advantage, or accommodation that is not equal to that afforded to other individuals.” 42  
15 U.S.C. § 12182(b)(1)(A)(ii).

16 40. Title III of the ADA provides that “[i]t shall be discriminatory to provide an  
17 individual or class of individuals, on the basis of a disability or disabilities of such  
18 individual or class, directly, or through contractual, licensing, or other arrangements with  
19 a good, service, facility, privilege, advantage, or accommodation that is different or  
20 separate from that provided to other individuals, unless such action is necessary to  
21 provide the individual or class of individuals with a good, service, facility, privilege,  
22 advantage, or accommodation, or other opportunity that is as effective as that provided to  
23 others.” 42 U.S.C. § 12182(b)(1)(A)(iii).

24 41. Federal regulations implementing Title III of the ADA provide that “[a]  
25 public accommodation shall furnish appropriate auxiliary aids and services where  
26 necessary to ensure effective communication with individuals with disabilities.” 28  
27  
28



1 C.F.R. § 36.303(c)(1).

2 42. Title III of the ADA mandates that public accommodations “take such steps  
3 as may be necessary to ensure that no individual with a disability is excluded, denied  
4 services, segregated or otherwise treated differently than other individuals because of the  
5 absence of auxiliary aids and services.” 42 U.S.C. § 12182(b)(2)(A)(iii).

6 43. Pursuant to Title III of the ADA, Defendants have an affirmative duty to  
7 provide accommodations in the form of interpreters for Mr. Patterson so that he may  
8 enjoy the benefits of Defendants’ services.

9 44. Defendants discriminated against Plaintiff, on the basis of his disability, in  
10 violation of Title III of the ADA and its implementing regulations.

11 45. As set out above, injunctive relief is warranted to ensure that Defendants’  
12 actions will not recur with Plaintiff and/or other deaf persons.

13 46. Plaintiff is therefore entitled to injunctive relief, nominal damages, and  
14 attorneys’ fees, costs, and disbursements pursuant to the ADA, 42 U.S.C. § 12188(a)(1),  
15 and/or common law.  
16

17 **CLAIM II: Violations of the Unruh Act**

18 47. Plaintiff incorporates by reference all preceding paragraphs and realleges  
19 them in support of this claim.

20 48. The Unruh Act provides that “[a]ll persons within the jurisdiction of this  
21 state are free and equal, and no matter what their sex, race, color, religion, ancestry,  
22 national origin, disability, medical condition, genetic information, marital status, sexual  
23 orientation, citizenship, primary language, or immigration status are entitled to the full  
24 and equal accommodations, advantages, facilities, privileges, or services in all business  
25 establishments of every kind whatsoever.” Cal. Civ. Code § 51(b).

26 49. The Unruh Act further provides that “[a] violation of the right of any  
27 individual under the federal Americans with Disabilities Act of 1990 (Public Law 101-  
28

1 336) shall also constitute a violation of this section.” Cal. Civ. Code § 51(f); *see also* 28  
2 C.F.R. §§ 35.160(b) & 35.164.

3 50. Defendants violated the Unruh Act by discriminating against Plaintiff  
4 through violations of the ADA.

5 51. Defendants have failed to implement policies, procedures, and training of  
6 staff necessary to ensure compliance with the Unruh Act.

7 52. Plaintiff is entitled to injunctive relief; attorney’s fees, costs, and  
8 disbursements; and compensatory damages for the injuries and losses he sustained as a  
9 result of Defendants’ discriminatory conduct pursuant to Cal. Civ. Code § 52.

10 53. Plaintiff is further entitled to seek and recover statutory, punitive, and/or  
11 exemplary damages to rectify and deter Defendants’ discriminatory conduct as  
12 hereinbefore alleged, pursuant to Cal. Civ. Code § 52.

13  
14 **PRAYER FOR RELIEF**

15 **WHEREFORE**, Plaintiff respectfully prays that the Court:

16 A. Enter a declaratory judgment under Rule 57 of the Federal Rules of Civil  
17 Procedure, stating that Defendants’ policies, procedures, and practices have subjected  
18 Plaintiff to unlawful discrimination in violation of Title III of the Americans with  
19 Disabilities Act and the Unruh Act;

20 B. Issue an injunction forbidding Defendants from implementing or enforcing  
21 any policy, procedure, or practice that denies deaf or hard of hearing individuals or their  
22 companions, meaningful access to and full and equal enjoyment of Defendants’ facilities,  
23 services, or programs;

24 C. Issue an injunction ordering Defendants:

25 i. to develop, implement, promulgate, and comply with a policy  
26 requiring that when a deaf or hard of hearing individual requests an in-  
27 person interpreter to meaningfully access, enjoy, or participate in  
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1 Defendants' services and amusement parks, one will be provided as  
2 soon as practicable in all services offered by Defendants;

- 3 ii. to develop, implement, promulgate, and comply with a policy to  
4 ensure that Defendants will notify individuals who are deaf or hard of  
5 hearing of their right to ASL interpreters or other auxiliary aids. This  
6 notification will include posting explicit and clearly marked and  
7 worded notices that Defendants will provide sign language interpreters,  
8 videophones, and/or other communication services for deaf or hard of  
9 hearing persons;
- 10 iii. to develop, implement, promulgate, and comply with a policy to  
11 ensure that deaf or hard of hearing individuals are able to communicate  
12 through the most appropriate method under the circumstances;
- 13 iv. to create and maintain a list of sign language interpreters and ensure  
14 availability of such interpreters at any time that Defendants'  
15 amusement parks are open to the public;
- 16 v. to train all employees, staff, and other agents on a regular basis about  
17 the rights of individuals who are deaf or hard of hearing under the  
18 ADA and the Unruh Act.

19  
20 D. Award to Plaintiff:

- 21 i. Nominal damages;
- 22 ii. Compensatory damages under the Unruh Act;
- 23 iii. Statutory, punitive, and/or exemplary damages under the Unruh Act;
- 24 iv. Reasonable costs and attorney's fees;
- 25 v. Interest on all amounts at the highest rates and from the earliest dates  
26 allowed by law;
- 27 vi. Any and all other relief that this Court finds necessary and  
28

1 appropriate.

2  
3 Dated: December 23, 2021

Respectfully submitted,

4 BUCHE & ASSOCIATES, P.C.

5  
6 /s/ John K. Buche

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