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12

UNITED STATES DISTRICT COURT

13

NORTHERN DISTRICT OF CALIFORNIA

14

15 NATIONAL FEDERATION OF THE  
BLIND, on behalf of itself and all others  
16 similarly situated; GREG DEWALL, on  
behalf of himself and all others similarly  
17 situated; RICHIE FLORES, on behalf of  
himself and all others similarly situated;  
18 MICHAEL HINGSON, on behalf of  
himself and all others similarly situated;  
19 MICHAEL RICHARDSON, on behalf of  
himself and all others similarly situated;  
20 and TINA THOMAS, on behalf of herself  
and all others similarly situated,

21 Plaintiffs,

22 v.

23 GREYHOUND LINES, INC., and  
24 FIRSTGROUP AMERICA, INC.,

25 Defendants.  
26  
27  
28

Case No. 3:17-cv-3368

**CLASS ACTION**

**COMPLAINT FOR VIOLATIONS OF  
THE AMERICANS WITH  
DISABILITIES ACT, 42 U.S.C.  
§§ 12101, *ET SEQ.*, THE CALIFORNIA  
UNRUH CIVIL RIGHTS ACT, CAL.  
CIV. CODE §§ 51 & 52, AND THE  
CALIFORNIA DISABLED PERSONS  
ACT, CAL. CIV. CODE §§ 54-54.3**

Judge: Hon. NEW

Trial Date: None Set

## INTRODUCTION

1  
2  
3 1. Many blind people depend on Greyhound bus service for their travel needs.  
4 Bus transit is often the only affordable and realistic way for the blind to visit family,  
5 participate in education, travel for work, or reach rural destinations. Increasingly, this  
6 critical transportation for the blind is purchased by accessing information on an Internet  
7 website or mobile application. In the case of Greyhound, the blind are unnecessarily  
8 denied equal access to the same online information and services offered to others because  
9 Greyhound's website and mobile software application ("mobile application") are  
10 inaccessible to screen-reading technology used by blind individuals to operate websites  
11 and mobile applications. This relegates blind Greyhound customers to a second-class  
12 passenger experience. If Greyhound's online technology were accessible, then blind  
13 travelers could independently purchase their transportation with the same pricing,  
14 information, and convenience available to others. In contrast with Greyhound, many other  
15 transportation providers, businesses, and government entities operate websites and mobile  
16 applications that are accessible to blind individuals.

17 2. This class action seeks to stop Defendants' continual violations of the civil  
18 rights of blind bus travelers. Plaintiff National Federation of the Blind ("NFB") sues on  
19 behalf of itself and its blind members, including Plaintiffs Greg DeWall, Ricardo  
20 ("Richie") Flores, Michael Hingson, Michael Richardson, and Tina Thomas. These blind  
21 individuals have all been and will continue to be denied equal access to the information  
22 and services offered through the Greyhound-branded public website and mobile  
23 application. All Plaintiffs sue on behalf of themselves and a class of similarly situated  
24 blind individuals throughout the United States and California. As used in this complaint,  
25 the term "blind" refers to all individuals with vision disabilities within the meaning of the  
26 Americans with Disabilities Act, 42 U.S.C. §§ 12101, *et seq.*

27 3. Plaintiffs and the blind Class have been and continue to be denied equal  
28 access due to Defendants' refusal to modify their Greyhound website and mobile

1 application in compliance with longstanding nonvisual access standards. Blind persons  
2 regularly use a wide range of accessible websites and mobile applications through the use  
3 of screen-reader technology. Screen-reader software converts visual information on a  
4 digital display into synthesized speech or refreshable Braille to enable nonvisual access.

5 4. Defendants provide bus transportation to over 3,100 bus service locations  
6 throughout the United States, including throughout California. Defendants use the  
7 Greyhound website and mobile application to communicate important information and  
8 facilitate service to potential and existing customers.

9 5. Greyhound's cost-effective transportation services often represent the only  
10 reliable transportation option available for blind individuals traveling outside of urban  
11 centers. However, many blind individuals, including the Plaintiffs, have been prevented  
12 from reviewing and booking bus tickets on the same terms enjoyed by others and from  
13 accessing trip information from the Greyhound app on their mobile phones. Greyhound's  
14 failure to provide equal access harms blind travelers in several ways, including by  
15 preventing them from booking trips, deterring them from browsing available bus routes,  
16 charging them higher prices for tickets, and generally providing blind travelers inferior  
17 service.

18 6. Congress provided a clear national mandate for the elimination of  
19 discrimination against individuals with disabilities when it enacted the Americans with  
20 Disabilities Act ("ADA"). Such prohibited discrimination includes discrimination in the  
21 provision of transportation services and public accommodations.

22 7. Many blind customers have contacted Greyhound to complain about their  
23 inability to use Greyhound's inaccessible website and mobile application. Plaintiffs wrote  
24 to Greyhound in June of 2016 to request that Greyhound modify its technology to provide  
25 equal access to blind customers. Greyhound refused and has not acted to provide equal  
26 access on its own accord.

## 27 JURISDICTION

28 8. This Court has subject matter jurisdiction over this action pursuant to 28

1 U.S.C. § 1331 and 42 U.S.C. § 12188 for Plaintiffs' claims arising under the Americans  
2 with Disabilities Act, 42 U.S.C. §§ 12101, *et seq.*

3 9. This Court has supplemental jurisdiction pursuant to 28 U.S.C. § 1367 over  
4 the Individual Plaintiffs' pendent claims under the California Unruh Civil Rights Act  
5 (California Civil Code §§ 51, *et seq.*) and the Disabled Persons Act (California Civil Code  
6 §§ 54-54.3).

7 **VENUE**

8 10. Venue is proper in the Northern District pursuant to 28 U.S.C. §§ 1391(b)-  
9 (c).

10 11. Defendants are registered to do business in California. Defendants do  
11 business in the Northern District of California, including operating fleets of vehicles  
12 providing transportation services at bus stops located throughout this district, employing  
13 workers at bus stations within this district, and selling transportation services within this  
14 district.

15 12. Defendants are subject to personal jurisdiction in the Northern District of  
16 California. Defendants have been and are committing the acts alleged herein in the  
17 Northern District of California, have been and are violating the rights of consumers with  
18 disabilities in this district, and have been and are causing injury to consumers with  
19 disabilities in this district.

20 13. Plaintiff NFB has many members who reside in the Northern District of  
21 California. Plaintiff Flores resides in the Northern District of California and has  
22 experienced injury in this district. Plaintiff DeWall has attempted unsuccessfully to book  
23 travel with Greyhound into this district.

24 **PARTIES**

25 14. Plaintiff NFB, a national membership organization of blind persons, is a  
26 nonprofit corporation duly organized under the laws of the District of Columbia, with its  
27 principal place of business in Baltimore, Maryland. It has affiliates in all 50 states,  
28 including California. The vast majority of its approximately 50,000 members are

1 individuals who are blind and disabled within the meaning of the statutes at issue here. The  
2 purpose of the NFB is to promote the general welfare of blind Americans by assisting  
3 blind individuals in their efforts to integrate themselves into society on terms of equality  
4 and by removing barriers and changing social attitudes, stereotypes, and mistaken beliefs  
5 about the limitations created by blindness. The NFB and many of its members have been  
6 actively involved in promoting accessible technology and transportation for the blind, so  
7 that blind persons can live and work independently in today's world. NFB members have  
8 encountered and will continue to encounter discriminatory service because of Defendants'  
9 use of unnecessarily inaccessible web-based and mobile technology. NFB sues on behalf  
10 of its members who have been denied equal access to or deterred from using Greyhound  
11 bus service in contravention of their civil rights.

12       15. Plaintiff Greg DeWall is blind, uses screen-reader software to operate  
13 websites and mobile applications, is a member of NFB, and currently resides in  
14 Sacramento, California. Mr. DeWall is employed as an instructor of orientation and  
15 mobility. Mr. DeWall often relies on bus service to transport himself, his wife, and his  
16 young son to and from the Sacramento area. Mr. DeWall also uses online technology to  
17 research transportation options for many of his blind students who are learning to travel  
18 independently and develop orientation and mobility skills. Mr. DeWall has attempted to  
19 use the Greyhound website and the Greyhound mobile application and has been unable to  
20 access information and services offered to others through the website or mobile  
21 application. Mr. DeWall desires to use the Greyhound website and mobile application and  
22 has the necessary computer and smart phone technology to do so if it were accessible to  
23 the blind.

24       16. Plaintiff Richie Flores is blind, uses screen-reader software to operate  
25 websites and mobile applications, is a member of NFB, and currently resides in San  
26 Leandro, California. Mr. Flores is employed as a Youth Services Coordinator at a San  
27 Francisco-based non-profit organization. Mr. Flores regularly has a need to book  
28 Greyhound bus trips when traveling to visit relatives outside of California. Mr. Flores also

1 has a need to use the Greyhound website and the Greyhound mobile application to check  
2 travel options for the youth that he serves in his job. Mr. Flores has attempted to use the  
3 Greyhound website and the Greyhound mobile application and has been unable to access  
4 the same information and services offered to others through the website and mobile  
5 application. Mr. Flores desires to use the Greyhound website and mobile application and  
6 has the necessary computer and smart phone technology to do so if it were accessible to  
7 the blind.

8 17. Plaintiff Michael Hingson is blind, uses screen-reader software to operate  
9 websites and mobile applications, is a member of NFB, and currently resides in  
10 Victorville, California. Mr. Hingson is a public speaker and a best-selling author.  
11 Mr. Hingson regularly travels by bus for leisure, speaking engagements, and book  
12 promotions. Mr. Hingson also often travels between Los Angeles and Sacramento in  
13 connection with his advocacy work for NFB. Mr. Hingson has attempted to use the  
14 Greyhound website and the Greyhound mobile application and has been unable to access  
15 information and services offered to others through the website or mobile application. Mr.  
16 Hingson desires to use the Greyhound website and mobile application and has the  
17 necessary computer and smart phone technology to do so if it were accessible to the blind.

18 18. Plaintiff Michael Richardson is blind, uses screen-reader software to operate  
19 websites and mobile applications, is a member of NFB, and currently resides in Los  
20 Angeles, California. Mr. Richardson is employed as a member of the support staff at an  
21 agency in Los Angeles that enables people with developmental disabilities to live and  
22 work in their local communities. Mr. Richardson is also a licensed insurance broker,  
23 selling life insurance policies throughout California in his spare time. Mr. Richardson has  
24 attempted to use the Greyhound website and the Greyhound mobile application and has  
25 been unable to access information and services offered to others through the website or  
26 mobile application. Mr. Richardson desires to use the Greyhound website and mobile  
27 application and has the necessary computer and smart phone technology to do so if it were  
28 accessible to the blind.

1           19. Plaintiff Tina Thomas is blind, uses screen-reader software to operate  
2 websites and mobile applications, is a member of NFB, and currently resides in Los  
3 Angeles, California. Ms. Thomas is employed as an instructor at a nonprofit agency that  
4 teaches independent living skills to disabled persons in Los Angeles. Ms. Thomas  
5 regularly travels by bus between her home in Los Angeles and Las Vegas and Reno,  
6 Nevada, as well as Sacramento to visit family or attend sporting events. Ms. Thomas has  
7 attempted to use the Greyhound website and the Greyhound mobile application and has  
8 been unable to access information and services offered to others through the website or  
9 mobile application. Ms. Thomas desires to use the Greyhound website and mobile  
10 application and has the necessary computer and smart phone technology to do so if it were  
11 accessible to the blind.

12           20. The term “Named Plaintiffs” used in this Complaint means NFB, on behalf  
13 of itself and its blind members who have been denied access to or deterred from using the  
14 Greyhound website or mobile application because of its inaccessible design, Mr. DeWall,  
15 Mr. Flores, Mr. Hingson, Mr. Richardson, and Ms. Thomas, unless otherwise indicated.  
16 The term “Individual Plaintiffs” used in this complaint means only Mr. DeWall,  
17 Mr. Flores, Mr. Hingson, Mr. Richardson, and Ms. Thomas, unless otherwise indicated.

18           21. Defendant Greyhound Lines, Inc., a for-profit transportation company  
19 incorporated in Delaware, headquartered in Texas, and registered to do business in  
20 California, is a wholly owned subsidiary of its parent corporation co-Defendant,  
21 FirstGroup America, Inc., and is in the business of promoting and providing bus  
22 transportation throughout California and the United States.

23           22. Defendant FirstGroup America, Inc., is a parent corporation of the wholly  
24 owned co-Defendant, Greyhound Lines, Inc., and is in the business of promoting and  
25 providing bus transportation throughout California and the United States. FirstGroup  
26 America, Inc. is registered to do business in California, and its principal place of business  
27 is in Cincinnati, Ohio. Upon information and belief, this parent corporation is a required  
28 party pursuant to Federal Rule of Civil Procedure 19(a)(1) because in its absence, the court

1 cannot accord complete relief from Greyhound Lines, Inc. alone.

2 23. Greyhound Lines, Inc., and FirstGroup America, Inc., are collectively  
3 referred to as “Defendants” or “Greyhound” herein unless otherwise indicated.

4 **CLASS ACTION ALLEGATIONS**

5 24. Plaintiffs seek certification of the following nationwide class pursuant to  
6 Fed. R. Civ. P. 23(a) and 23(b)(2): “all legally blind individuals who have been and/or are  
7 being denied equal access to the services, privileges, advantages, and accommodations that  
8 Defendants offer through the Greyhound website or mobile software application, because  
9 those services, privileges, advantages, and accommodations are not independently  
10 accessible to blind persons who must use screen-reader software to access websites and  
11 mobile software applications.”

12 25. Plaintiffs also seek certification of the following California-wide Subclass  
13 pursuant to Fed. R. Civ. P. 23(a) and 23(b)(3): “all legally blind California individuals who  
14 have been denied equal access to the services, privileges, advantages, and accommodations  
15 that Defendants offer through the Greyhound website or mobile software application,  
16 because those services, privileges, advantages, and accommodations are not independently  
17 accessible to blind persons who must use screen-reader software to access websites and  
18 mobile software applications.”

19 26. The persons in the Class and California Subclass are so numerous that  
20 joinder of all such persons is impractical and the disposition of their claims in a class  
21 action is a benefit to the parties and to the Court.

22 27. The action involves common questions of law and fact affecting the parties  
23 to be represented in that they all have been and/or are being denied their civil rights to full  
24 and equal access to, and use and enjoyment of, Greyhound’s services, which are made  
25 available through a nexus to the Greyhound website and mobile software application.

26 28. The case arises out of Defendants’ common policy and practice of operating  
27 a website and a mobile application that do not provide equal access for blind persons using  
28 screen-reader software.



1           29.     The claims of the Named Plaintiffs are typical of those of the Class and  
2 California Subclass because all class members have been and continue to be adversely  
3 affected by Defendants' exclusionary conduct described herein, and the claims of the  
4 Named Plaintiffs and all class members are based on the same legal theories and proof of  
5 Defendants' inaccessible website and mobile application.

6           30.     The Named Plaintiffs will fairly and adequately represent the interests of the  
7 members of the Class and California Subclass because: (1) Named Plaintiffs are willing  
8 and able to represent the proposed classes and have every incentive to pursue this action to  
9 a successful conclusion; (2) Named Plaintiffs' interests are not antagonistic to those of the  
10 other class members; and (3) Named Plaintiffs are represented by counsel experienced in  
11 litigating complex class actions based on issues affecting blind persons, including class  
12 actions brought under the Americans with Disabilities Act and California disability access  
13 laws.

14           31.     Class treatment is in the public interest. The public has an interest in  
15 ensuring disabled consumers are included in all aspects of the economy and affordable  
16 methods of transportation.

17           32.     Nationwide class certification of the claims is appropriate pursuant to Fed. R.  
18 Civ P. 23(b)(2) because Defendants have acted or refused to act on grounds generally  
19 applicable to the Class, making appropriate both declaratory and injunctive relief with  
20 respect to Named Plaintiffs and the Class as a whole.

21           33.     Certification of the California Subclass is appropriate under Fed. R. Civ. P.  
22 23(b)(3) because questions of law and fact common to class members predominate over  
23 questions affecting only individual class members.

24           34.     Certification of the California Subclass is also appropriate under Fed. R. Civ.  
25 P. 23(b)(3) because it is superior to other available methods for the fair and efficient  
26 adjudication of this litigation. Each individual Class member may lack the resources to  
27 undergo the burden and expense of individual prosecution of the complex and extensive  
28 litigation and technical expert evidence necessary to establish Defendants' liability.

1 Individualized litigation would increase the delay and expense to all parties and would  
2 multiply the burden on the judicial system presented by the complex legal and factual  
3 issues of this case. Individualized litigation would also present the potential for  
4 inconsistent or contradictory judgments. In contrast, the class action device would present  
5 far fewer management difficulties and would provide the benefits of single adjudication,  
6 economy of scale, and comprehensive supervision by a single court on the issue of  
7 Defendants' liability. Class treatment of the liability issues will ensure that all claims and  
8 claimants are before this Court for consistent adjudication of the liability issues.

9 35. References to "Plaintiffs" shall be deemed to include Named Plaintiffs, and  
10 each member of the Class, unless otherwise indicated.

## 11 **FACTUAL ALLEGATIONS**

### 12 **The Greyhound.com Website**

13 36. Defendants operate a branded Internet website located at  
14 <https://www.greyhound.com/> for potential and existing customers to conveniently obtain  
15 information and services related to bus transportation. Among other features on the  
16 website, Greyhound promotes:

- 17 • Browsing bus schedules;
- 18 • Finding bus stops;
- 19 • Booking trips;
- 20 • Exploring travel locations;
- 21 • Managing booked trips;
- 22 • Obtaining general information about Greyhound and its services;
- 23 • Tracking buses in real-time;
- 24 • Managing frequent traveler loyalty accounts;
- 25 • Contacting Greyhound;
- 26 • Getting topical help and answers to frequently asked questions; and
- 27 • Obtaining other useful information and services related to bus travel.

28 37. Defendants encourage customers to book tickets through the website instead

1 of over the telephone by instituting a policy of charging a \$12 convenience fee for any  
2 ticket that is booked over the telephone. This policy results in blind customers being  
3 charged a convenience fee when they are unable to independently use the website and try  
4 to book their tickets over the telephone.

5       38. Customers use Defendants' website to access many services available at  
6 Defendants' bus stations in California and throughout the United States. For example,  
7 customers may purchase tickets, manage booked trips, manage traveler loyalty accounts,  
8 and obtain bus schedule information both on Defendants' website and in-person at  
9 Defendants' bus stations. However, accessing these services in-person at Defendants' bus  
10 stations is inferior to accessing these services through Defendants' website. Services  
11 available through Defendants' website may be accessed at any time from any location  
12 where there is Internet access. In contrast, to use these services such as purchasing a ticket  
13 at Defendants' bus stations, a customer must either arrive at the station early on the day of  
14 travel or make a separate trip to the station before traveling. Making a separate trip to one  
15 of Defendants' bus stations forces the customer to incur the time and expense of traveling  
16 to the station that the customer would not need to incur if accessing the same services  
17 through the website. Arriving at a station early on the day of travel to purchase tickets is  
18 undesirable because, as Defendants' website states, "buying in advance is usually a better  
19 deal" and because tickets for the desired trip may sell out beforehand.

20       39. Blind persons regularly access a broad range of accessible Internet websites  
21 through the use of screen-reader technology, which can translate visual information on a  
22 website into nonvisual formats such as synthesized speech and refreshable Braille. A blind  
23 screen-reader user can use a series of keyboard commands in place of a point-and-click  
24 mouse to read and interact with on-screen text and controls. A blind screen-reader user can  
25 also use a series of finger gestures to read and interact with content and controls on a  
26 touchscreen interface. If a website complies with longstanding digital accessibility  
27 standards, a blind person can typically use that accessible website with an equivalent ease  
28 of use to that of a sighted person through the use of nonvisual feedback and navigation.

1           40.     The industry standard to measure whether a website is accessible to a blind  
2 person using a screen reader is the Web Content Accessibility Guidelines (WCAG 2.0,  
3 Level AA), published by the World Wide Web Consortium (W3C). The W3C is an  
4 international community consisting of member organizations, a full-time staff, and the  
5 public that works to develop consensus on Web standards for the architecture of the  
6 Internet, including, but not limited to, standards for browser interoperability, data  
7 compatibility, security, internationalization and language translation, privacy, and  
8 accessibility for persons with disabilities.

9           41.     Members of Plaintiff NFB and many other blind individuals have  
10 unsuccessfully attempted to use the information and transportation services offered  
11 through Defendants' website to travel throughout California and the United States.  
12 Plaintiff NFB has received many complaints from its members who have been unable to  
13 access the same convenient information and services that are offered to other potential and  
14 existing Greyhound customers through Defendants' website. This lack of equal access to  
15 use Defendants' website has resulted in blind members of NFB being charged extra to  
16 purchase tickets over the telephone or in paying higher prices for tickets at the ticket  
17 counter at the time of travel.

18           42.     Plaintiff Greg DeWall is blind, uses the JAWS for Windows screen-reader  
19 program ("JAWS"), and is a member of NFB. Plaintiff DeWall lives in Sacramento,  
20 California and regularly depends on transportation services like Greyhound to travel  
21 between his home in Sacramento and destinations such as Chico, California, Lake Tahoe,  
22 Nevada, and the San Francisco Bay Area. Mr. DeWall regularly travels with his wife, who  
23 also is blind, and their young son.

24           43.     In May 2016, Mr. DeWall attempted to use the Greyhound website to  
25 determine if bus options were available for him and his family to take a trip for Memorial  
26 Day weekend on May 30, 2016. Mr. DeWall uses JAWS, a popular screen-reader program  
27 that enables him to access many different kinds of websites while using the Microsoft  
28 Windows operating system. While using JAWS, Mr. DeWall attempted to use the search

1 functionality on the Greyhound website to determine price and schedules for service  
2 between Sacramento and the Santa Cruz, California, area. However, he was not able to  
3 discover whether any service existed because the edit fields used to input departure and  
4 destination locations for searching schedules were not working properly with his screen-  
5 reader program. He also showed the website to his wife, who uses a different screen-reader  
6 program called ZoomText, but she also was unable to enter information into the edit fields  
7 with ZoomText. Both Mr. DeWall and his wife are familiar with how to properly fill out  
8 an accessible edit field on a website with their respective screen readers and took steps to  
9 confirm that the problems were not based on user error. Because they could not access  
10 price and schedule information, Mr. DeWall and his wife booked travel to Santa Cruz  
11 through one of Greyhound's competitors instead.

12       44. Mr. DeWall and his family would like to book travel through Defendants'  
13 website if it were accessible to blind users. Mr. DeWall also wants to use the website for  
14 work projects. Mr. DeWall's employment as an instructor of orientation and mobility for  
15 blind travelers requires him to regularly research transportation options for his students.  
16 Mr. DeWall wants to be able to check bus route and price options on the Greyhound  
17 website on behalf of his blind students. Mr. DeWall wants Defendants to modify the  
18 Greyhound website so that he can use it with his screen-reader program.

19       45. Mr. DeWall has never observed any notices or text on the website asking  
20 him to assent to terms or claiming that his use of the website was predicated on acceptance  
21 of any specific conditions.

22       46. Plaintiff Richie Flores is blind, uses the JAWS screen-reader program, and is  
23 a member of NFB. Mr. Flores lives in San Leandro, California and regularly uses  
24 Greyhound bus service when he is visiting family in Texas. Mr. Flores also needs to use  
25 the Greyhound website to check price and availability for his work projects. In his role as a  
26 youth coordinator, he is often required to obtain three quotes for certain youth to travel  
27 from rural locations. Greyhound often represents one of the necessary three travel  
28 providers from which he must obtain a quote.

1           47.     On the evening of May 4, 2017, Mr. Flores attempted to use the Greyhound  
2 website to book a bus ticket for one of his youth program participants. Mr. Flores was  
3 attempting to purchase a Greyhound bus ticket for a youth participant who needed to travel  
4 on May 18, 2017 for an event in San Francisco. Mr. Flores was unable to use the website  
5 with his JAWS screen-reader in order to obtain the information he needed to purchase the  
6 ticket. Based on his previous experience, Mr. Flores was aware that Defendants had a  
7 policy of charging convenience fees to book tickets over the telephone. Mr. Flores was  
8 unable to purchase the ticket that evening and had to book it on May 5, 2017 with the  
9 assistance of his personal volunteer reader, who clicked on the sections of the website with  
10 a mouse where Mr. Flores was unable to do it for himself with the keyboard commands of  
11 his JAWS screen-reader.

12           48.     Mr. Flores had booked Greyhound bus tickets over the telephone on multiple  
13 occasions in 2016 and was charged a convenience fee each time. On at least one of these  
14 occasions in 2016, Mr. Flores explained that the reason he was calling the telephone line  
15 was because of his blindness and his inability to use the inaccessible Greyhound website.  
16 The Greyhound agent explained that the policy was to charge a convenience fee for  
17 booking over the telephone. Mr. Flores was forced to accept the charge because he had no  
18 other way to accessibly book the tickets in advance on those occasions.

19           49.     Mr. Flores wants Defendants to modify the Greyhound website so that he  
20 and other blind persons can independently use it for its intended purpose.

21           50.     Mr. Flores has never observed any notices or text on the website asking him  
22 to assent to terms or claiming that his use of the website was predicated on acceptance of  
23 any specific conditions.

24           51.     Plaintiff Michael Hingson is blind, uses the JAWS screen-reader program,  
25 and is a member of NFB. He regularly travels from his home in Victorville, California to  
26 various locations within California for business. Mr. Hingson has attempted to use the  
27 Greyhound website with his JAWS screen-reader program to obtain information and  
28 services on several occasions.

1           52.     In mid-February 2017, Mr. Hingson attempted to use the Greyhound website  
2 to book a bus ticket from Victorville to San Diego for a conference that was occurring  
3 from February 27 through March 5, 2017. Mr. Hingson was unable to complete his  
4 purchase because of the inaccessible nature of the Greyhound website. Mr. Hingson then  
5 called the Greyhound telephone line to book his ticket. The Greyhound agent told him that  
6 he would be charged a convenience fee for booking a ticket over the telephone.  
7 Mr. Hingson explained that he thought this was inappropriate because he could not use the  
8 website to obtain the lower price due to its inaccessible design. The agent maintained that  
9 Defendants' policy was to charge for any tickets booked over the telephone. Mr. Hingson  
10 declined the offer of the convenience fee and did not book his ticket over the telephone.

11           53.     Mr. Hingson then went back to retry the website with JAWS. After 25 to 30  
12 minutes of struggling with the website to make it work, he was able to get a ticket partially  
13 selected and ready for purchase. However, he was unable to complete the transaction  
14 because of the inaccessible design of the Greyhound website. Mr. Hingson is an  
15 experienced JAWS user and is familiar with recognizing inaccessible web content based  
16 on how it fails to interact with his JAWS screen-reader program. On this occasion,  
17 recognizing that he would not be able to complete the transaction with JAWS,  
18 Mr. Hingson had to abandon his effort and return to the website another time with sighted  
19 assistance to help him book the ticket. Mr. Hingson's wife, who is sighted, eventually had  
20 time to help him book a ticket and was able to complete the transaction, from start to  
21 finish, within 5 minutes. This experience was frustrating for Mr. Hingson because in  
22 previous versions of the Greyhound website from 2014 and earlier, Mr. Hingson had been  
23 able to independently purchase his tickets with relative ease and efficiency with JAWS.  
24 Greyhound redesigned its website sometime after 2014 and did not incorporate  
25 accessibility into the final product, which in addition to the most recent experience in  
26 2017, also prevented Mr. Hingson from being able to use the website on several occasions  
27 in 2015 and 2016 for various business trips.

28           54.     Mr. Hingson wants Defendants to modify the Greyhound website so that he

1 and other blind persons can independently use it for its intended purpose.

2           55. Mr. Hingson has never observed any notices or text on the website asking  
3 him to assent to terms or claiming that his use of the website was predicated on acceptance  
4 of any specific conditions.

5           56. Plaintiff Tina Thomas is blind, uses the JAWS screen-reader program, and is  
6 a member of NFB. Ms. Thomas regularly uses bus services such as Greyhound to travel  
7 between her home in Los Angeles and the cities of Las Vegas and Reno, Nevada, as well  
8 as Sacramento. She has friends and family in Las Vegas and enjoys frequently visiting  
9 them and attending championship boxing and martial arts events.

10           57. In February 2017, Ms. Thomas attempted to use her JAWS screen-reader  
11 program on the Greyhound website to check on the availability of bus tickets between Los  
12 Angeles and Los Vegas for a trip that she wanted to take in late-June 2017 to visit her  
13 uncle and a friend. She was unable to complete the transaction with her JAWS program  
14 because of the inaccessible design of the Greyhound website. Ms. Thomas is an  
15 experienced JAWS user and is familiar with how it reacts when encountering web content  
16 that is not accessible.

17           58. Previously, Ms. Thomas attempted to book a trip on the Greyhound website  
18 in June 2016 from Los Angeles to Sacramento and a trip in February 2015 from Los  
19 Angeles to Las Vegas. She was unable to independently complete her transaction on either  
20 of those trips because the website was not accessible using her JAWS screen-reader  
21 program. For the February 2015 trip, she called Defendants' telephone line after she was  
22 unable to use the website. She was told by a ticket agent that she would be charged a  
23 convenience fee for booking on the telephone. Ms. Thomas explained that this was not  
24 appropriate because she had attempted to independently book the ticket on the website, but  
25 had been prevented from doing so because of the website's inaccessible design. The ticket  
26 agent maintained that the convenience charge was Defendants' policy. Ms. Thomas  
27 relented and paid the higher ticket price.

28           59. Ms. Thomas has never observed any notices or text on the website asking her





1           64. Defendants encourage customers to book tickets through the mobile  
2 application instead of over the telephone by instituting a policy of charging a \$12  
3 convenience fee for any ticket that is booked over the telephone. This policy results in  
4 blind customers being charged a convenience fee when they are unable to independently  
5 use the mobile application and try to book their tickets over the telephone.

6           65. Customers use Defendants' mobile application to access many services  
7 available at Defendants' bus stations in California and throughout the United States. For  
8 example, customers may purchase tickets, access bus schedules, and access their traveler  
9 loyalty accounts both in Defendants' mobile application and in-person at Defendants' bus  
10 stations. However, accessing these services in-person at Defendants' bus stations is  
11 inferior to accessing these services through Defendants' mobile application. Services  
12 available through Defendants' mobile application may be accessed at any time from any  
13 location where there is an Internet connection, and some services may even be accessed  
14 through the mobile application without an Internet connection. In contrast, to use these  
15 services such as purchasing a ticket at Defendants' bus stations, a customer must either  
16 arrive at the station early on the day of travel or make a separate trip to the station before  
17 traveling. Making a separate trip to one of Defendants' bus stations forces the customer to  
18 incur the time and expense of traveling to the station that the customer would not need to  
19 incur if accessing the same services through the website and mobile application. Arriving  
20 at a station early on the day of travel to purchase tickets is undesirable because, as  
21 Defendants' website states, "buying in advance is usually a better deal" and because tickets  
22 for the desired trip may sell out beforehand.

23           66. Blind persons regularly use accessible mobile applications ("apps") on a  
24 wide range of devices. For example, both Apple and Google include a built-in screen-  
25 reader program in their respective iOS and Android operating systems. Screen-reader  
26 software (often referred to as "text-to-speech software") enables blind persons to operate  
27 smart phones by translating visual information and text displayed on a touchscreen device  
28 into audible synthesized speech or into refreshable Braille on a portable electronic Braille

1 display. This technology can enable a blind user to use a system of swipes and gestures on  
2 the surface of the touchscreen to interact with the information displayed on the device.  
3 Because of the availability of this technology on virtually every iPhone or Android mobile  
4 device, blind persons have rapidly adopted mobile devices as a tool for accessing  
5 information on the go, and, in some instances, use the mobile device as their primary form  
6 of personal computing and digital access to information.

7         67. Industry standard guidelines exist for building accessible mobile  
8 applications. In addition to the W3C's WCAG 2.0 standards, both Apple and Google offer  
9 complementary guidance for developers who build mobile applications on their respective  
10 operating systems. These guidelines are available from Apple at  
11 <http://developer.apple.com/library/ios/documentation/UserExperience/Conceptual/iPhone>  
12 [Accessibility/](http://developer.apple.com/library/ios/documentation/UserExperience/Conceptual/iPhone), and, [Making Your iPhone Application Accessible](http://developer.apple.com/library/ios/documentation/UserExperience/Conceptual/iPhone):  
13 <http://developer.apple.com/library/ios/documentation/UserExperience/Conceptual/iPhone>  
14 [Accessibility/Making\\_Application\\_Accessible/Making\\_Application\\_Accessible.html](http://developer.apple.com/library/ios/documentation/UserExperience/Conceptual/iPhone).  
15 Similar guidelines for Android are available from Google at  
16 <https://developer.android.com/guide/topics/ui/accessibility/index.html>. These guidelines, if  
17 followed, ensure that a developer's mobile application can be effectively used with screen-  
18 reader technology by blind consumers.

19         68. Defendants' decision to depart from these guidelines and refusal to correct  
20 the design flaws prevent blind persons from using screen-reader software to navigate the  
21 multiple pages and controls within their mobile application, obtain meaningful information  
22 displayed on the screen, and ultimately use the Greyhound mobile application in  
23 substantially the same manner as a sighted user.

24         69. Members of Plaintiff NFB and many other blind individuals have  
25 unsuccessfully attempted to use the information and transportation services offered  
26 through Defendants' mobile application to travel throughout California and the United  
27 States. Plaintiff NFB has received many complaints from its members who have been  
28 unable to access the same convenient information and services that are offered to other

1 potential and existing Greyhound customers through its mobile application. This lack of  
2 equal access to use Defendants' mobile application has resulted in blind members of NFB  
3 being charged extra to purchase tickets over the telephone or in paying higher prices for  
4 tickets at the ticket counter at the time of travel.

5 70. Plaintiff Greg DeWall downloaded the Greyhound mobile application to his  
6 smart phone and attempted to use it with his screen reader in connection with his May  
7 2016 travel from Sacramento to Santa Cruz. Mr. DeWall was unable to use the mobile  
8 application with his screen reader because of Defendants' inaccessible design. Mr. DeWall  
9 has a need and desire to use the Greyhound mobile application in the future and wants to  
10 see Defendants make it accessible so that he and other blind persons can use it.  
11 Mr. DeWall has never observed any notices or text in the mobile application asking him to  
12 assent to terms or claiming that his use of the mobile application was predicated on  
13 acceptance of any specific conditions.

14 71. Plaintiff Richie Flores downloaded the Greyhound mobile application to his  
15 smart phone and attempted to use it on May 28 to determine if he could obtain pricing for  
16 an upcoming personal trip to visit his sisters in Texas. Mr. Flores was unable to use the  
17 mobile application with his screen-reader because of Defendants' inaccessible design. Mr.  
18 Flores has a need and desire to use the Greyhound mobile application in the future and  
19 wants to see Defendants make it accessible so that he and other blind persons can use it.  
20 Mr. Flores has never observed any notices or text in the mobile application asking him to  
21 assent to terms or claiming that his use of the mobile application was predicated on  
22 acceptance of any specific conditions.

23 72. Plaintiff Michael Hingson downloaded the Greyhound mobile application to  
24 his smart phone and attempted to use it with his screen-reader program in connection with  
25 several trips, including his most recent February 2017 travel from Victorville, California to  
26 San Diego. Mr. Hingson was unable to use the mobile application with his screen reader  
27 because of Defendants' inaccessible design. Mr. Hingson has a need and desire to use the  
28 Greyhound mobile application in the future and wants to see Defendants make it accessible

1 so that he and other blind persons can use it. Mr. Hingson has never observed any notices  
2 or text in the mobile application asking him to assent to terms or claiming that use of the  
3 mobile application was predicated on acceptance of any specific conditions.

4 73. Plaintiff Michael Richardson downloaded the Greyhound mobile application  
5 to his smart phone and attempted to use it with his screen reader in June of 2016 for travel  
6 from Los Angeles to Las Vegas. Mr. Richardson was unable to use the mobile application  
7 with his screen reader because of Defendants' inaccessible design. Mr. Richardson has a  
8 need and desire to use the Greyhound mobile application in the future and wants to see  
9 Defendants make it accessible so that he and other blind persons can use it.

10 Mr. Richardson has never observed any notices or text in the mobile application asking  
11 him to assent to terms or claiming that use of the mobile application was predicated on  
12 acceptance of any specific conditions.

13 74. Plaintiff Tina Thomas downloaded the Greyhound mobile application to her  
14 smart phone and attempted to use it with her screen reader in connection with several trips,  
15 including, most recently, her planned travel from Los Angeles to Las Vegas in late-June  
16 2017. Ms. Thomas was unable to use the mobile application with her screen reader because  
17 of Defendants' inaccessible design. Ms. Thomas has a need and desire to use the  
18 Greyhound mobile application in the future and wants to see Defendants make it accessible  
19 so that she and other blind persons can use it. Ms. Thomas has never observed any notices  
20 or text in the mobile application asking her to assent to terms or claiming that use of the  
21 mobile application was predicated on acceptance of any specific conditions.

22 75. Defendants make the Greyhound mobile application freely available to the  
23 public and actively promote it for use by all potential and existing customers. Individuals  
24 who download the mobile application to their personal devices are not required to create an  
25 account or affirmatively assent to any terms to access the information and services  
26 available on the mobile application. Registration is optional and is only required for  
27 establishing a loyalty rewards account. No disclaimers or conditions of use are displayed in  
28 the Greyhound mobile application.

## Defendants' Conduct

76. Even though making accessible websites and mobile applications is readily achievable, Defendants have intentionally opted not to incorporate access features for blind customers after being put on notice of the problem. Upon information and belief, many blind individuals submitted written complaints to Defendants concerning the inaccessible design of the Greyhound website and mobile application. To illustrate, individuals have posted tweets on the Twitter service asking Greyhound to address the problem:

Twitter User	Message	Date
@holnan (Katie Frederick)	Just downloaded the new app from @greyhoundbus. Will definitely be contacting the developer; as the app is unusable with #VoiceOver/iOS 7. <a href="https://twitter.com/holnan/status/558053621276086273">https://twitter.com/holnan/status/558053621276086273</a>	1/21/2015
@MC10_07 (Martin Becerra)	@GreyhoundBus just thought I'd bring to your attention the inaccessibility of both your mobile app and website for #voiceover & #jaws. #NFV <a href="https://twitter.com/MC10_07/status/623576310971891712">https://twitter.com/MC10_07/status/623576310971891712</a>	7/21/2015
@karenscove (Karen Hughes)	I should not have to pay \$10 more for my ticket because Greyhound is inaccessible <a href="https://twitter.com/karenscove/status/668576821613473793">https://twitter.com/karenscove/status/668576821613473793</a>	11/22/2015
@ground024 (ground024)	@GHoundBusHelp Website is completely inaccessible with screen readers used by blind. Also IOS app. Love to help team testing improvements. <a href="https://twitter.com/ground024/status/669420437294723072">https://twitter.com/ground024/status/669420437294723072</a>	11/24/2015
@darren_duff (Darren Duff)	Anyone got experience using greyhound as far as accessibility goes? Their app is crap, and can't make heads or tails out of their website. <a href="https://twitter.com/darren_duff/status/673210135427305472">https://twitter.com/darren_duff/status/673210135427305472</a>	12/5/2015
@wesderby (Wes Derby)	Suggestion for the fine people at @GreyhoundBus. Accessibility for blind users on your iPhone app AND website needs serious improvement. #FB <a href="https://twitter.com/wesderby/status/674011805501509633">https://twitter.com/wesderby/status/674011805501509633</a>	12/7/2015
@brandi_candy92 (Brandi)	@GreyhoundBus your website is not blind friendly with my screen reader and I find it to be frustrating <a href="https://twitter.com/brandi_candy92/status/688065057834557443">https://twitter.com/brandi_candy92/status/688065057834557443</a>	1/15/2016

1	Twitter User	Message	Date
2	@SherryHintze (Sherry Hintze)	@GHoundBusHelp Blind user trying to look up route/fare info. Couldn't get your website to work with my screen reader software. Now what? <a href="https://twitter.com/SherryHintze/status/693223345899335682">https://twitter.com/SherryHintze/status/693223345899335682</a>	1/29/2016
5	@alpuzz (Al Puzzuoli)	I'm stunned at the accessibility issues on the @greyhound website. Really bad if you're blind, use a screen reader. @GreyhoundBus <a href="https://twitter.com/alpuzz/status/777610000701153280">https://twitter.com/alpuzz/status/777610000701153280</a>	9/18/2016
8	@alpuzz (Al Puzzuoli)	Yeah. I tried Firefox and Jaws, and then Safari . Then just gave up and used their phone system. Had to pay a higher fare though. <a href="https://twitter.com/alpuzz/status/777610000701153280">https://twitter.com/alpuzz/status/777610000701153280</a>	9/18/2016
10	@PatBouchard (Patrick Bouchard)	Suppose I shouldn't be all that surprised, but wow, the Greyhound iOS app is... 100%, utterly inaccessible. #fail <a href="https://twitter.com/PatBouchard/status/795119126821949440">https://twitter.com/PatBouchard/status/795119126821949440</a>	11/5/2016
13	@remixman (Andy)	Yo @GreyhoundBus @GHoundBusHelp: Your site is an absolute nightmare for those using screen readers. Couldn't book my trip. <a href="https://twitter.com/remixman/status/814575014502600704">https://twitter.com/remixman/status/814575014502600704</a>	12/29/2016
16	@remixman (Andy)	Also worth noting: your iPhone app is literally 0% accessible to VoiceOver. Absolutely atrocious. <a href="https://twitter.com/remixman/status/814575409161445378">https://twitter.com/remixman/status/814575409161445378</a>	12/29/2016

77. On June 27, 2016, Plaintiff NFB and Plaintiffs Hingson, Richardson, and Thomas wrote to Defendants to notify them about the unlawful and exclusionary state of the Greyhound website and mobile application. On August 8, 2016, Defendants responded, contending that the website is accessible and that Greyhound has no plans to modify its mobile application. Defendant has since then failed to take adequate measures to remedy its inaccessible website and mobile application. Further, Defendants have updated the mobile application at least nine times since June 2016 without incorporating accessibility modifications and have even “added new features to make your app experience more personal to you,” advertising the following benefits in the version history notes on Apple’s

1 iOS App Store:

- 2 • “Be inspired to explore new places from the newly designed homepage.”
- 3 • “Access your upcoming trips or track your bus from the new footer on the  
4 homepage or while on other screens in the app.”
- 5 • “Booking has been made easier! Now you can store credit cards to your account and  
6 edit them while booking your trip in the app.”

7 78. Upon information and belief, Defendants have also made updates and added  
8 features to the Greyhound website since 2015 and have not made it accessible to screen-  
9 reader programs so that blind users can enjoy substantially equivalent ease of use.

10 **FIRST CAUSE OF ACTION**  
11 **(Violation of Title III of the Americans with Disabilities Act)**  
12 **(42 U.S.C. §§ 12101, *et seq.*)**  
13 **(Injunctive Relief on Behalf of Plaintiffs and the Class)**

14 79. Plaintiffs incorporate by reference the foregoing allegations as though fully  
15 set forth herein.

16 80. Members of Plaintiff NFB, including individual Plaintiffs DeWall, Flores,  
17 Hingson, Richardson, and Thomas, are qualified individuals with disabilities within the  
18 meaning of Title III of the ADA. Members of the proposed Class and California Subclass  
19 are qualified individuals with disabilities within the meaning of Title III of the ADA.

20 **Specified Public Transportation**

21 81. Title III of the ADA prohibits discrimination on the basis of disability in the  
22 full and equal enjoyment of specified public transportation services provided by a private  
23 entity that is primarily engaged in the business of transporting people and whose  
24 operations affect commerce. 42 U.S.C. § 12184(a); 49 C.F.R. § 37.5(a), (f).

25 82. Defendants are primarily engaged in the business of transporting people  
26 within the meaning of Title III of the ADA and its regulations. 42 U.S.C. § 12184(a).  
27 Defendants operate specified public transportation within the meaning of Title III of the  
28 ADA and its regulations. 49 C.F.R. §§ 37.3. The operations of Defendants affect  
commerce.

83. Title III prohibits private entities providing specified public transportation



1 from imposing eligibility criteria that screen out or tend to screen out individuals with  
2 disabilities from fully enjoying the specified public transportation services provided by the  
3 entity, unless such criteria can be shown to be necessary for the provision of the services  
4 being offered. 42 U.S.C. § 12184(b)(1); 49 C.F.R. § 37.5(f); 28 C.F.R. § 36.301.

5 84. By operating a transportation system with information and services offered  
6 on Defendants' website and mobile application that are not accessible to persons with  
7 disabilities, Defendants violate Title III of the ADA because Defendants are utilizing  
8 eligibility criteria that screen out or tend to screen out Plaintiffs and other blind individuals  
9 from fully enjoying the benefits and privileges available on the Greyhound website and  
10 mobile application. 42 U.S.C. § 12184(b)(1); 49 C.F.R. § 37.5(f); 28 C.F.R. § 36.301.

11 85. It is a violation of Title III for private entities providing specified public  
12 transportation to fail to make reasonable modifications in policies, practices, or procedures  
13 when such modifications are necessary to afford the entity's goods, services, facilities,  
14 privileges, advantages, or accommodations to individuals with disabilities, unless the  
15 entity can demonstrate that making such modifications would fundamentally alter the  
16 nature of such goods, services, facilities, privileges, advantages, or accommodations. 42  
17 U.S.C. §§ 12184(b)(2)(a), 12182(b)(2)(a)(ii); 49 C.F.R. § 37.5(f); 28 C.F.R. § 36.302.

18 86. By failing to modify practices, policies, and procedures to ensure that  
19 Defendants' website and mobile application are independently accessible to blind persons,  
20 Defendants are denying Plaintiffs full and equal access to the specified public  
21 transportation offered to the public.

22 87. It is a violation of Title III for private entities providing specified public  
23 transportation to fail to take such steps as may be necessary to ensure that no individual  
24 with a disability is excluded, denied services, segregated or otherwise treated differently  
25 than other individuals because of the absence of auxiliary aids and services (defined as  
26 accessible electronic and information technology) unless the entity can demonstrate that  
27 taking such steps would fundamentally alter the nature of the good, service, facility,  
28 privilege, advantage, or accommodation being offered or would result in an undue burden.

1 42 U.S.C. §§ 12184(b)(2)(B), 12182(b)(2)(A)(iii); 49 C.F.R. § 37.5(f); 28 C.F.R.  
2 § 36.303(a)-(c).

3 88. By failing to provide accessible electronic and information technology to  
4 ensure the Greyhound website and mobile application are independently accessible to  
5 blind persons, Defendants are denying Plaintiffs full and equal access to the specified  
6 public transportation offered by Defendants.

7 **Public Accommodation**

8 89. Title III of the Americans with Disabilities Act also prohibits discrimination  
9 on the basis of disability by owners, operators, lessees, and lessors of places of public  
10 accommodation. 42 U.S.C. § 12182(a).

11 90. Defendants affect commerce by owning, operating, or leasing a travel  
12 service, a terminal, depot, or other station used for specified public transportation within  
13 the meaning of the definition of a public accommodation under Title III of the ADA and its  
14 regulations. 42 U.S.C. §§ 12181(7)(F)-(G); 28 C.F.R. § 36.104.

15 91. Title III prohibits entities that own, operate, lease, or lease to places of public  
16 accommodation from subjecting an individual or class of individuals on the basis of a  
17 disability or disabilities of such individual or class, directly, or through contractual,  
18 licensing, or other arrangements, to a denial of the opportunity of the individual or class to  
19 participate in or benefit from the goods, services, facilities, privileges, advantages, or  
20 accommodations of an entity. 42 U.S.C. § 12182(b)(1)(A)(i); 28 C.F.R. § 36.202(a).

21 92. In failing to make the Greyhound website and mobile application  
22 independently accessible to blind persons, Defendants violate Title III of the ADA by  
23 excluding Plaintiffs on the basis of disability from enjoying the same services, privileges,  
24 advantages, or accommodations that Defendants offer to the public.

25 93. Under Title III, it is also unlawful for entities that own, operate, lease, or  
26 lease to places of public accommodation to afford, on the basis of disability, an individual  
27 or class of individuals with disabilities with an opportunity to participate in or benefit from  
28 a good, service, facility, privilege, advantage, or accommodation that is not equal to that

1 afforded other individuals. 42 U.S.C. § 12182(b)(1)(A)(ii); 28 C.F.R. § 36.202(b).

2 94. In restricting Plaintiffs and other blind persons to remotely book tickets  
3 through channels other than the most convenient methods used through the website and  
4 mobile application, and by charging a convenience fee for using the telephone, Defendants  
5 violate Title III of the ADA by offering an opportunity to participate in or benefit from a  
6 good, service, facility, privilege, advantage, or accommodation that is not equal to that  
7 afforded other individuals. 42 U.S.C. § 12182(b)(1)(A)(ii); 28 C.F.R. § 36.202(b).

8 95. Title III further prohibits entities that own, operate, lease, or lease to places  
9 of public accommodation from providing, on the basis of disability, an individual or class  
10 of individuals with a good, service, facility, privilege, advantage, or accommodation that is  
11 different or separate from that provided to other individuals. 42 U.S.C.  
12 § 12182(b)(1)(A)(iii); 28 C.F.R. § 36.202(c).

13 96. In restricting Plaintiffs and other blind persons to remotely book tickets  
14 through channels other than the most convenient methods used through the website and  
15 mobile application, and by charging a convenience fee for using the telephone, Defendants  
16 violate Title III of the ADA by providing Plaintiffs and other blind persons, on the basis of  
17 disability, with services, privileges, advantages, and accommodations that are different or  
18 separate from that provided to other individuals. 42 U.S.C. § 12182(b)(1)(A)(iii); 28  
19 C.F.R. § 36.202(c).

20 97. It is a violation of Title III for entities that own, operate, lease, or lease to  
21 places of public accommodation to fail to make reasonable modifications in policies,  
22 practices, or procedures when such modifications are necessary to afford such goods,  
23 services, facilities, privileges, advantages, or accommodations to individuals with  
24 disabilities, unless the entity can demonstrate that making such modifications would  
25 fundamentally alter the nature of such goods, services, facilities, privileges, advantages, or  
26 accommodations. 42 U.S.C. § 12182(b)(2)(A)(ii); 28 C.F.R. § 36.302(a).

27 98. In failing to modify practices, policies, and procedures to ensure that  
28 Defendants' website and mobile application are independently accessible to blind persons,

1 Defendants are violating Title III of the ADA by denying Plaintiffs full and equal access to  
2 the goods, privileges, advantages, accommodations, facilities, and services, including  
3 specified public transportation, that they offer to the public.

4 99. In addition, it is a violation of Title III to utilize, directly or through  
5 contractual or other arrangements, standards or criteria or methods of administration that  
6 have the effect of discriminating on the basis of disability. 42 U.S.C. § 12182(b)(1)(d); 28  
7 C.F.R. § 36.204.

8 100. In administering the Greyhound website and mobile application in a manner  
9 that is not independently accessible to blind persons, Defendants are denying Plaintiffs full  
10 and equal access to the services, privileges, advantages, and accommodations of  
11 Defendants' services because Defendants are utilizing methods of administration that have  
12 the effect of discriminating on the basis of disability.

13 101. The actions of Defendants were and are in violation of the Americans with  
14 Disabilities Act, 42 U.S.C. §§ 12181, *et seq.*, and regulations promulgated thereunder.  
15 Many members of Plaintiff NFB, including Plaintiffs DeWall, Flores, Hingson,  
16 Richardson, and Thomas and members of the proposed Class, have been and continue to  
17 be denied full and equal access to Defendants' services on multiple occasions when they  
18 attempt to use the Greyhound website or mobile application. Defendants have failed to  
19 take any equitable steps to remedy the unlawful conduct, and Defendants' violations of the  
20 ADA are ongoing. Defendants' unlawful actions also violate the ADA by deterring  
21 members of Plaintiff NFB and members of the proposed Class from attempting to access  
22 the Greyhound website and mobile application. Unless the Court enjoins Defendants from  
23 continuing to engage in these unlawful practices, Plaintiffs will continue to suffer  
24 irreparable harm.

25 102. Plaintiffs are entitled to injunctive relief. 42 U.S.C. § 12188.

26 WHEREFORE, Plaintiffs pray for relief as set forth below.  
27  
28



1 Court enjoins Defendants from continuing to engage in these unlawful practices, Plaintiffs  
2 will continue to suffer irreparable harm.

3 109. Individual Plaintiffs and the California Subclass are also entitled to statutory  
4 minimum damages pursuant to California Civil Code § 52 for each and every offense in  
5 violation of the Unruh Act. Cal. Civ. Code § 52(a).

6 WHEREFORE, Named Plaintiffs pray for relief as set forth below.

7 **THIRD CAUSE OF ACTION**  
8 **(Violation of the California Disabled Persons Act)**  
9 **(California Civil Code §§ 54-54.3)**  
10 **(Declaratory Relief and Damages on Behalf of the California Subclass)**

11 110. Plaintiffs incorporate by reference the foregoing allegations as though fully  
12 set forth herein.

13 111. California Civil Code §§ 54-54.3 guarantee, *inter alia*, that persons with  
14 disabilities are entitled to full and equal access, as other members of the general public  
15 receive, to accommodations, advantages, facilities, and privileges of all “motorbuses,”  
16 “common carriers,” “motor vehicles,” “places of public accommodation” and “other places  
17 to which the general public is invited” within the jurisdiction of California. Cal. Civ. Code  
18 § 54.1(a)(1). A violation of the ADA is also a violation of California Civil Code § 54.1.  
19 Cal. Civ. Code § 54.1(d).

20 112. Defendants are common carriers, motorbuses, motor vehicles, places of  
21 public accommodation or other places to which the general public is invited and the  
22 Greyhound website and mobile application are accommodations, advantages, facilities, and  
23 privileges thereof under California Civil Code § 54.1(a)(1).

24 113. Defendants are violating the rights of Named Plaintiffs and the Class to full  
25 and equal access to common carriers, motorbuses, motor vehicles, places of public  
26 accommodation, or other places to which the general public is invited under California  
27 Civil Code §§ 54-54.3 by denying blind persons full and equal access to the  
28 accommodations, advantages, facilities, and privileges of the Greyhound website and  
mobile application. Defendants are also violating California Civil Code §§ 54-54.3 in that

1 their actions are a violation of the ADA. Cal. Civ. Code § 54.1(d). Members of Plaintiff  
2 NFB and the California Subclass are aware of Defendants' unlawful actions, and their  
3 knowledge of this discrimination has deterred them from attempting to access the  
4 Greyhound website or mobile application or travel on Greyhound buses on several  
5 occasions. Moreover, many members of NFB and other blind persons, including Plaintiffs  
6 DeWall, Flores, Hingson, Richardson, and Thomas, have been and continue to be denied  
7 access to Defendants' services on multiple occasions when attempting to use the  
8 Greyhound website and mobile application.

9 114. Plaintiffs thus seek declaratory relief based on Defendants' violation of  
10 Named Plaintiffs' rights under California Civil Code §§ 54-54.3.

11 115. Plaintiffs DeWall, Flores, Hingson, Richardson and Thomas and the  
12 members of the proposed California Subclass are also entitled to statutory minimum  
13 damages for each violation of California Civil Code §§ 54-54.3(a).

14 116. Plaintiffs do not seek relief, injunctive or otherwise, under California Civil  
15 Code § 55.

16 WHEREFORE, Named Plaintiffs pray for relief as set forth below.

17 **FOURTH CAUSE OF ACTION**  
18 **(Declaratory Relief on Behalf of Plaintiffs and the Class)**

19 117. Plaintiffs incorporate by reference the foregoing allegations as if set forth  
20 fully herein.

21 118. An actual controversy has arisen and now exists between the parties in that  
22 Plaintiffs contend, and are informed and believe that Defendants deny, that by failing to  
23 provide a website and mobile application that are independently accessible to blind  
24 persons, Defendants fail to comply with applicable laws, including but not limited to  
25 Title III of the Americans with Disabilities Act, 42 U.S.C. §§ 12101, *et seq.*

26 119. A judicial declaration is necessary and appropriate at this time in order that  
27 each of the parties may know their respective rights and duties and act accordingly.

28 WHEREFORE, Plaintiffs request relief as set forth below.

**PRAYER FOR RELIEF**

WHEREFORE, Plaintiffs pray for judgment as follows:

1. An order certifying the nationwide Class and the Subclass under Rule 23 of the Federal Rules of Civil Procedure and naming Plaintiffs as the representatives of the Class and Subclass and Plaintiffs’ attorneys as Class Counsel to represent members of the Class and Subclass;

2. A permanent injunction pursuant to the Americans with Disabilities Act, 42 U.S.C. §§ 12181, *et seq.*, and the Unruh Act, California Civil Code §§ 51-52, requiring Defendants to take the steps necessary to ensure that the Greyhound website and mobile application are fully and equally accessible to blind persons who use screen-reader software;

3. A declaration that Defendants discriminate against blind persons by failing to ensure that the Greyhound website and mobile application are fully and equally accessible to blind persons who use screen-reader software, in violation of Title III of the ADA, 42 U.S.C. §§ 12181, *et seq.*, California Civil Code §§ 54-54.3, and California’s Unruh Act, California Civil Code §§ 51-52.;

4. For individual Plaintiffs DeWall, Flores, Hingson, Richardson, and Thomas, and the proposed California Subclass, applicable statutory damages pursuant to California Civil Code § 52(a) or California Civil Code § 54.3.

5. An order awarding Plaintiffs reasonable attorneys’ fees and costs, as authorized by 42 U.S.C. § 12188, California Civil Code § 52, and California Civil Code § 54.3; and

6. For such other and further relief as the Court deems just and proper.



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DATED: June 12, 2017

Respectfully submitted,

ROSEN BIEN GALVAN & GRUNFELD LLP

By: /S/ Michael S. Nunez

Michael S. Nunez

TRE LEGAL PRACTICE

By: \_\_\_\_\_

Timothy Elder

Attorneys for Plaintiffs

**I hereby attest that I have on file all holographic signatures corresponding to any signatures indicated by a conformed signature (/S/) within this e-filed document.**