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8 Attorney for L.R., a minor, by and
9 through his parent and natural guardian
10 Katie Jacquet

11 UNITED STATES DISTRICT COURT
12 CENTRAL DISTRICT OF CALIFORNIA

13 **L.R., a minor, by and through his**
14 **parent and natural guardian Katie**
15 **Jacquet**

16 Plaintiff,

17 v.

18 **Temecula Valley Hospital, Inc. and**
19 **Does 1-10, inclusive,**

20 Defendants.
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Case No.: 5:24-cv-1993

**COMPLAINT for Injunctive
Relief and Damages for
Violations of:**

1. Title III of the American’s With Disabilities Act, 42 U.S.C. §12182 et seq.;
2. Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. § 794;
3. Section 1557 of the Affordable Care Act, 42 U.S.C. § 18116;
4. California’s Unruh Civil Rights Act, Cal. Civ. Code § 51 et seq.; and
5. California’s Disabled Persons Act, Cal. Civ. Code § 54.1 et seq.

1 Plaintiff L.R., a minor, by and through his parent and natural guardian
2 Katie Jacquet, complains of Defendant Temecula Valley Hospital, Inc. and
3 Does 1-10, and alleges as follows:
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5 INTRODUCTION

6 1. L.R., a minor, by and through his parent and natural guardian
7 Katie Jacquet, (hereinafter “Plaintiff”) brings this lawsuit alleging that
8 Defendant Temecula Valley Hospital, Inc. and Does 1-10 (“Defendants”)
9 have failed to ensure that individuals with disabilities who use service dogs
10 have full and equal access to the goods, facilities, programs, services and
11 activities offered to members of the public at Temecula Valley Hospital
12 (hereinafter “Hospital”).

13 2. Plaintiff claims Defendants discriminated against him in
14 violation of Title III of the American’s With Disabilities Act (“ADA”), 42
15 U.S.C. §12182 et seq.; Section 504 of the Rehabilitation Act of 1973
16 (“Section 504”) 29 U.S.C. § 794; Section 1557 of the Affordable Care Act
17 (“Section 1557”), 42 U.S.C. § 18116; California’s Unruh Civil Rights Act
18 (“Unruh Act”), Cal. Civ. Code § 51 et seq.; and California’s Disabled
19 Persons Act (“CDPA”), Cal. Civ. Code § 54.1 et seq.

20 3. As a result of Defendants’ discriminatory acts and omissions,
21 Plaintiff has suffered, and will continue to suffer, damages, and has been,
22 and will continue to be, prevented and deterred from accessing the goods,
23 facilities, programs, services, and activities offered at the Hospital free from
24 discrimination and in a manner equal to individuals without disabilities.

25 4. Through this lawsuit, Plaintiff seeks an injunction requiring
26 Defendants to provide him and similarly situated persons, “full and equal”
27 access to Defendants’ public facilities as required by law.
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JURISDICTION & VENUE

9. This Court has subject matter jurisdiction over this action pursuant to 28 U.S.C. § 1331 and § 1343(a)(3) & (a)(4) for violations of the ADA, Section 504 and Section 1557.

10. Pursuant to pendant jurisdiction, attendant and related causes of action arising from the same facts are also brought under California law, including the Unruh Act and CDPA, both of which expressly incorporate the ADA. Cal. Civ. Code §§ 51(f), 54.1(d).

11. Venue is proper in this court pursuant to 28 U.S.C. § 1391(b) and is founded on the following facts: that Defendants conduct business in this district; the business and real property which is the subject of this action is located in this district; and Plaintiff's cause of action arose in this district.

FACTUAL ALLEGATIONS

12. Plaintiff L.R. is, and at all times relevant herein was an individual with autism.

13. L.R. lives in the City of Temecula with his mother and natural guardian, Katie Jacquet.

14. Plaintiff's disability significantly limits his social interactions, ability to follow directions, and safety awareness.

15. Since October 2021, L.R. has used a service dog individually trained to do work and perform tasks for him, related to his disability, including but not limited to the provision of deep pressure therapy, nudging, grounding, and redirection.

16. L.R.'s service dog successfully completed eight months of professional training as a service dog through Canine Companions beginning in February 2021.

1 17. L.R., Ms. Jacquet, and L.R.'s service dog completed an
2 intensive 2-week training as a team through Canine Companions in October
3 2021.

4 18. L.R.'s service dog is half golden retriever, half labrador
5 retriever.

6 19. Defendants are, and at all times relevant herein were, the
7 owners, operators, lessors, and/or lessees of Temecula Valley Hospital, a
8 140-bed hospital offering members of the public a comprehensive range of
9 services including emergency services.

10 20. The Hospital is located at 31700 Temecula Parkway in the City
11 of Temecula, California.

12 21. The Hospital is L.R.'s local hospital.

13 22. On August 7, 2024, L.R. was taken to the emergency room at
14 the Hospital for emergency treatment. L.R. was accompanied by his service
15 dog, his mother Katie Jacquet and his sister.

16 23. L.R.'s service dog was wearing a blue bandana that clearly
17 identified it as a service dog.

18 24. Upon arrival to the Hospital on August 7, 2024, the check-in
19 nurse for the emergency room indicated to Ms. Jacquet that they had to
20 confer with someone else about the service dog.

21 25. L.R. and Ms. Jacquet were then confronted by a security guard
22 and an individual who, on information and belief, was the head nurse of the
23 emergency room. The security stated to L.R. and Ms. Jacquet "we need to
24 talk to you about the dog."

25 26. Ms. Jacquet told the security guard and the head nurse that
26 L.R.'s dog was a service dog. In response, the security guard asked Ms.
27 Jacquet for paperwork proving the dog was a service dog.
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1 27. Ms. Jacquet explained to the security guard and head nurse that
2 under disability rights law they are only permitted to ask service dog users
3 two questions: whether the dog was a service dog needed for a disability,
4 and what work or task the service dog was trained to perform.

5 28. Though not legally required to do so, Ms. Jacquet showed the
6 security guard and head nurse documentation of the training of L.R.'s
7 service dog through Canine Companions.

8 29. Ms. Jacquet shared that L.R. had been treated in the emergency
9 room accompanied by his service animal months earlier, in January 2024,
10 and mentioned that she even had photos of that visit. The security guard
11 responded, "you're not allowed to take photos in the emergency room," or
12 words to that effect, but otherwise failed to acknowledge what Ms. Jacquet
13 was saying.

14 30. The security guard then claimed that L.R.'s service dog could
15 not be allowed in the emergency room because Ms. Jacquet was required to
16 remain by L.R.'s side at all times while at the Hospital. He asserted that if
17 L.R. had to be taken for an x-ray or other procedure where service dogs
18 could be excluded, Ms. Jacquet could not simultaneously be at L.R.'s side
19 and handling the service dog. Ms. Jacquet advised the security guard that if a
20 such a situation were to arise, it could and would be dealt with. For example,
21 Ms. Jacquet noted that if L.R. required an x-ray, she could and would stand
22 right outside the outside the x-ray room with L.R.'s service dog while the x-
23 ray was completed. The security guard replied "no," claiming that having to
24 deal with L.R.'s service dog would "hold up the line of patients" or words to
25 that effect.

26 31. There was no indication at any time during L.R.'s visit to the
27 Hospital on August 7, 2024, that an x-ray would be required. Nor was an x-
28 ray ever performed.

1 32. Ms. Jacquet explained to the security guard and head nurse that
2 she was a single mother and had no way to get L.R.'s service dog home
3 without taking L.R. – who needed medical care – with her.

4 33. The head nurse responded if Ms. Jacquet could not take L.R.'s
5 service dog that maybe the Hospital should call animal control for “help”
6 resolving the issue. Ms. Jacquet perceived this as a veiled threat.

7 34. Then head nurse then stated that Hospital staff could watch
8 L.R. while Ms. Jacquet brought his service dog back home, which Ms.
9 Jacquet found odd given the Hospital's position that the service dog had to
10 be removed because she was required to be by L.R.'s side at all times.

11 35. Ms. Jacquet informed the security guard and head nurse that she
12 was not going to leave her son at the Hospital alone while she brought his
13 service dog home, and that she needed to speak to L.R.'s doctors.

14 36. Desperate to have L.R. seen at the emergency room, Ms.
15 Jacquet agreed to figure out someone to pick up L.R.'s service dog. Only
16 upon that condition did the security guard and head nurse allow L.R. and
17 Ms. Jacquet proceed from the check-in to the emergency room waiting area
18 so L.R. could be seen by doctors.

19 37. Ms. Jacquet subsequently identified a friend who could pick up
20 L.R.'s service dog from the Hospital so L.R. could receive treatment.

21 38. L.R. was seen in the emergency room, had his medication
22 adjusted, and he went home a few hours later.

23 39. While still at the hospital, Ms. Jacquet attempted to file a
24 grievance at the Hospital regarding Defendants' refusal to allow L.R. to be
25 accompanied by his service dog. Ms. Jacquet asked for, and spoke to, the
26 Hospitals House Supervisor. The House Supervisor did not apologize for the
27 way L.R. was treated, but rather, doubled down on Defendants'
28 discrimination, asserting that L.R.'s service dog could not be in the

1 emergency room because Ms. Jacquet was required to be at L.R.'s side at all
2 times, and would not be able to take the dog outside to relieve itself.

3 40. The manner in which L.R. was treated in the emergency room
4 of the Hospital caused him to experience discomfort distress, embarrassment
5 and frustration, particularly as there were tens of witnesses to the incident.

6 41. Being separated from his support dog in order to obtain services
7 in the emergency room of the Hospital caused L.R. to experience discomfort
8 distress, embarrassment and frustration.

9 42. It would not have created an undue financial burden for
10 Defendants to allow L.R.'s service dog to accompany him in the emergency
11 room at the Hospital.

12 43. It would not have created an undue administrative burden for
13 Defendants to allow L.R.'s service dog to accompany him in the emergency
14 room at the Hospital.

15 44. Allowing L.R.'s service dog to accompany him in the
16 emergency room at the Hospital would not have resulted in a fundamental
17 alteration of the nature of Defendants' services.

18 45. At no time during L.R.'s August 2024 visit to the Hospital was
19 his service dog determined to be a direct threat to others.

20 46. At no time during L.R.'s January 2024 visit to the Hospital was
21 his service dog determined to be a direct threat to others.

22 47. At all times relevant herein, L.R.'s service dog was well
23 behaved and under control.

24 48. At all times relevant herein, L.R.'s service dog was
25 housebroken.

26 49. During L.R.'s prior visit to the emergency room at the Hospital,
27 Ms. Jacquet was not required to be by L.R.'s side at all times. She was
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1 permitted to visit the restroom, go out for refreshments, and take L.R.’s
2 service dog out to relieve itself.

3 50. During L.R.’s August 7, 2024 visit to the emergency room at
4 the Hospital, Ms. Jacquet left L.R.’s side to visited the restroom.

5 51. On information and belief, there was and is no law applicable to
6 the Hospital requiring that a minor in its care have a parent by their side at
7 all times.

8 52. On information and belief, it was not the policy of the Hospital
9 on August 7, 2024 that a minor in its care have a parent by their side at all
10 times.

11 53. On information and belief, at all times relevant herein, the
12 Hospital had a policy unlawfully restricting access to patients with service
13 animals.

14 54. On information and belief, at all times relevant herein, the
15 Hospital did not have in effect an anti-discrimination policy prohibiting
16 discrimination based on an individual’s disability-related use of a service
17 animal.

18 55. On information and belief, at all times relevant herein, the
19 Hospital did not have in effect a reasonable accommodation policy.

20 56. On information and belief, employees of the emergency room at
21 the Hospital did not undergo disability sensitivity training prior to August 7,
22 2024.

23 57. On information and belief, employees of the emergency room at
24 the Hospital did not undergo training on the rights of individuals with
25 disabilities, including the rights of individuals who use service animals to
26 “reasonable accommodation” prior to August 7, 2024.

27 58. The Hospital is Plaintiff’s home hospital. Plaintiff has received
28 care at the Hospital in the past and plans to obtain medical care there in the

1 future, once the hospital’s discriminatory policies are modified and
2 employees trained on the rights of individuals with disabilities who use
3 service animals.

4 59. Since the August 7, 2024, incident, Plaintiff has been prevented
5 and deterred from returning to the Hospital with his service animal. Unless
6 and until Defendants’ discriminatory policies are modified and their
7 employees educated as to the rights of individuals who use service dogs,
8 Plaintiffs will continue to be denied full and equal access to the Hospital and
9 will suffer ongoing discrimination by being prevented and deterred from
10 going there.

11 60. The nature of Defendants’ discrimination, as alleged herein,
12 constitutes an ongoing violation and violation that is capable of repetition.
13 Unless enjoined by this Court, Defendants’ discrimination swill result in
14 ongoing and irreparable injury to Plaintiff and other similarly situated
15 persons.

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17 **FIRST CAUSE OF ACTION**

18 **Title III of the Americans with Disabilities Act**

19 **42 U.S.C. § 12101 et seq.**

20 61. Plaintiff re-pleads the allegations contained in each of the
21 foregoing paragraphs and incorporates them herein as if separately re-pled.

22 62. Title III of the ADA provides that “No individual shall be
23 discriminated against on the basis of disability in the full and equal
24 enjoyment of the goods, services, facilities, privileges, advantages, or
25 accommodations of any place of public accommodation by any person who
26 owns, leases (or leases to), or operates a place of public accommodation.” 42
27 U.S.C. § 12182(a).

28 63. Plaintiff is, and at all times relevant herein was, a person with a

1 “disability” as that term is defined under the ADA. 42 U.S.C. § 12102.

2 64. Plaintiff’s service dog is, and at all times relevant herein was, a
3 “service animal” for purposes of the ADA.

4 65. Hospitals are among the private entities which are considered
5 “public accommodations” for purposes of the ADA. 42 U.S.C. §
6 12181(7)(F).

7 66. Temecula Valley Hospital is a hospital and is therefore a place
8 of “public accommodation” under the ADA. 28 C.F.R. § 36.104.

9 67. Defendants own, operate and/or lease the Hospital.

10 68. Under the ADA, a place of public accommodation must “make
11 reasonable modifications in policies, practices, or procedures, when such
12 modifications are necessary to afford such goods, services, facilities,
13 privileges, advantages, or accommodations to individuals with disabilities,
14 unless the entity can demonstrate that making such modifications would
15 fundamentally alter the nature of such goods, services, facilities, privileges,
16 advantages, or accommodations.” 42 U.S.C. § 12182(b)(2)(A)(ii). This
17 includes a requirement to “modify policies, practices, or procedures to
18 permit the use of a service animal by an individual with a disability.” 28
19 C.F.R. § 36.302(c)(1).

20 69. Under the ADA, “[a] public accommodation shall not ask about
21 the nature or extent of a person's disability, but may make two inquiries to
22 determine whether an animal qualifies as a service animal. A public
23 accommodation may ask if the animal is required because of a disability and
24 what work or task the animal has been trained to perform.” 28 C.F.R. §
25 36.302(c)(6).

26 70. Under the ADA, “[a] public accommodation shall not require
27 documentation, such as proof that the animal has been certified, trained, or
28 licensed as a service animal.” 28 C.F.R. § 36.302(c)(6).

1 71. Under the ADA, “[i]ndividuals with disabilities shall be
2 permitted to be accompanied by their service animals in all areas of a place
3 of public accommodation where members of the public, program
4 participants, clients, customers, patrons, or invitees, as relevant, are allowed
5 to go.” 28 C.F.R. § 36.302(c)(7).

6 72. Under the ADA, “[a] public accommodation may ask a disabled
7 individual to remove their service animal from the premises only if: the
8 animal is out of control and the animal's handler does not take effective
9 action to control it; or the animal is not housebroken.” 28 C.F.R. §
10 36.302(c)(1).

11 73. In acting as herein alleged, Defendants have discriminated
12 against Plaintiff on the basis of his disability in violation of the above
13 provisions of Title III of the ADA and its implementing regulations.

14 74. In acting as herein alleged, Defendants have also discriminated
15 against Plaintiff in violation of Title III of the ADA by:

- 16 a. Directly, or through contractual, licensing, or other
17 arrangements, excluding or denying Plaintiff the goods,
18 services, facilities, privileges, advantages,
19 accommodations, and/or opportunities offered at
20 Temecula Valley Hospital, on the basis of his disability.
21 42 U.S.C. § 12182(b)(1)(A)(i), 28 C.F.R. § 36.202(a);
- 22 b. Providing Plaintiff goods, services, facilities, privileges,
23 advantages, and/or accommodations that are not equal to
24 those afforded non-disabled individuals. 42 U.S.C. §
25 12182(b)(1)(A)(ii), 28 C.F.R. § 36.202(b); and
- 26 c. Utilizing standards or criteria or methods of
27 administration that have the effect of discriminating on
28 the basis of disability. 42 U.S.C. § 12182(b)(1)(D)(i), 28

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C.F.R. § 36.204.

75. Pursuant to the remedies, procedures, and rights set forth in 42 U.S.C. § 12188 and 42 U.S.C. § 12205, Plaintiff prays for judgment as set forth below.

SECOND CAUSE OF ACTION
Section 504 of the Rehabilitation Act of 1973
29 U.S.C. § 794

76. Plaintiff re-pleads the allegations contained in each of the foregoing paragraphs and incorporates them herein as if separately re-pled.

77. Section 504 of the Rehabilitation Act provides that “no otherwise qualified individual with a disability in the United States . . . shall, solely by reason of his or her disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.” 29 U.S.C. § 794(a).

78. Defendants are recipients of “federal financial assistance” in the form of Medicare and Medical payments.

79. Defendants’ acts and omissions as herein alleged have excluded and/or denied Plaintiff the benefit of and/or participation in the programs and activities offered by Defendants to members of the public at the Hospital, in violation of Section 504 and its implementing regulations.

80. Moreover, because Plaintiff was subjected to disability discrimination under the ADA, he was also subjected to discrimination under . See Vinson v. Thomas, 288 F.3d 1145, 1152 n. 7 (9th Cir.2002) (“We examine cases construing claims under the ADA, as well as of the Rehabilitation Act, because there is no significant

1 difference in the analysis of rights and obligations created by the two Acts.”)
2 (citation omitted).

3 81. Defendants’ duties under Section 504 are mandatory and long-
4 established. Defendants had knowledge of their duties at all times relevant
5 herein; their failure to carry out said duties as alleged herein was a willful
6 and knowing decision and choice, and/or the product of deliberate
7 indifference.

8 82. Defendants were also provided actual notice of their duties
9 pertaining to Plaintiff and his service animal. Despite this knowledge,
10 Defendants failed and refused to take any steps to modify their policies to
11 allow Plaintiff to be accompanied by his service animal at the Hospital.
12 Defendants’ failures in this regard constitute deliberate indifference.

13 83. Pursuant to 29 U.S.C. § 794a, Plaintiff prays for judgment as
14 set forth below.

15 **THIRD CAUSE OF ACTION**
16 **Section 1557 of the Affordable Care Act**
17 **42 U.S.C. § 18116**

18 84. Plaintiff re-pleads the allegations contained in each of the
19 foregoing paragraphs and incorporates them herein as if separately re-pled.

20 85. Section 1557 of the ACA provides that “[a]n individual shall
21 not, on the ground prohibited under ... section 794 of title 29 [Section 504 of
22 the Rehabilitation Act] ..., be excluded from participation in, be denied the
23 benefits of, or be subjected to discrimination under, any health program or
24 activity, any part of which is receiving Federal financial assistance,
25 including credits, subsidies, or contracts of insurance ...” 42 U.S.C. § 18116.

26 86. Defendants are health programs or activities receiving federal
27 financial assistance for purposes of Section 1557.

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1 87. In acting as alleged herein, Defendants have discriminated
2 against Plaintiff within the meaning of Section 1557. As a result, Plaintiff
3 was, and continues to be, denied the benefits of the programs and services
4 offered at the Hospital.

5 88. The enforcement mechanisms provided for and available under
6 Section 504 shall apply for purposes of violations of Section 1557. 42 U.S.
7 Code § 18116(a).

8 89. Plaintiff is entitled to declaratory relief, injunctive relief,
9 attorneys' fees and costs, and such other and further relief as the Court deems
10 just and proper.

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12 **FOURTH CAUSE OF ACTION**

13 **Unruh Civil Rights Act**

14 **California Civil Code § 51 et seq.**

15 90. Plaintiff re-pleads the allegations contained in each of the
16 foregoing paragraphs and incorporates them herein as if separately re-pled.

17 91. The Unruh Act guarantees, inter alia, that persons with
18 disabilities are entitled to full and equal accommodations, advantages,
19 facilities, privileges, or services in all business establishments of every kind
20 whatsoever within the jurisdiction of the State of California. Cal. Civ. Code
21 § 51(b).

22 92. The Unruh Act also provides that a violation of the ADA is a
23 violation of the Unruh Act. Cal. Civ. Code § 51(f).

24 93. Plaintiff is, and at all times relevant herein was, a person with a
25 disability under California law. Cal. Gov. Code § 12926.

26 94. The Hospital is a business establishment and, as such, must be
27 operated by Defendants in compliance with the provisions of the Unruh Act,
28 Cal. Civ. Code § 51 et seq.

1 95. In acting as herein alleged, Defendants have violated the Unruh
2 Act by, inter alia, denying, or aiding or inciting the denial of, Plaintiff’s
3 rights to full and equal use of the accommodations, advantages, facilities,
4 privileges, or services offered at the Hospital.

5 96. In acting as herein alleged, Defendants have also violated the
6 Unruh Act by denying, or aiding or inciting the denial of, Plaintiff’s right to
7 equal access arising from the provisions of the ADA.

8 97. Defendants’ duties under the Unruh Act are mandatory and
9 long-established. Defendants had knowledge of their duties at all times
10 relevant herein; their failure to carry out said duties as alleged herein was a
11 willful and knowing decision and choice, and/or the product of deliberate
12 indifference, warranting treble damages.

13 98. Defendants were also provided actual notice of their duties
14 pertaining to Plaintiff and his service animal. Despite this knowledge,
15 Defendants failed and refused to take any steps to modify their policies to
16 allow Plaintiff to be accompanied by his service animal at the Hospital.
17 Defendants’ failures in this regard constitute deliberate indifference,
18 warranting treble damages.

19 99. Pursuant to the remedies, procedures, and rights set forth in Cal.
20 Civ. Code § 52, Plaintiffs pray for judgment as set forth below.

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FIFTH CAUSE OF ACTION
California Disabled Persons Act
California Civil Code § 54 et seq.
(Statutory damages and attorneys’ fees only)

100. Plaintiff re-pleads the allegations contained in each of the foregoing paragraphs and incorporates them herein as if separately re-pled.

1 101. The Disabled Persons Act (“CDPA”) provides that “Individuals
2 with disabilities shall be entitled to full and equal access, as other members
3 of the general public, to accommodations, advantages, facilities, ... and
4 privileges of all ... places of public accommodation, ... , and other places to
5 which the general public is invited” Cal. Civ. Code § 54.1(a)(1).

6 102. A violation of the ADA is also a violation of the CDPA. See
7 Cal. Civ. Code, § 54.1(d).

8 103. The Hospital is a place of public accommodation and place to
9 which the general public is invited and, as such, must be operated by
10 Defendants in compliance with the provisions of the CDPA.

11 104. Defendants have violated the CDPA by, inter alia, denying
12 and/or interfering with Plaintiff’s full and equal access to and use of the
13 accommodations, advantages, facilities and privileges of the Hospital.

14 105. Defendants have also violated the CDPA by denying, or aiding
15 or inciting the denial of, Plaintiff’s right to equal access arising from the
16 provisions of the ADA.

17 106. Defendants’ duties under the CDPA are mandatory and long-
18 established. Defendants had knowledge of their duties at all times relevant
19 herein; their failure to carry out said duties as alleged herein was a willful
20 and knowing decision and choice, and/or the product of deliberate
21 indifference, warranting treble damages.

22 107. Defendants were also provided actual notice of their duties
23 pertaining to Plaintiff and his service animal. Despite this knowledge,
24 Defendants failed and refused to take any steps to modify their policies to
25 allow Plaintiff to be accompanied by his service animal at the Hospital.
26 Defendants’ failures in this regard constitute deliberate indifference,
27 warranting treble damages.
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1 108. Pursuant to the remedies, procedures, and rights set forth in Cal.
2 Civ. Code § 54.3(a), Plaintiffs pray for statutory damages and attorneys' fees
3 as set forth below.

4
5 **PRAYER**

6 WHEREFORE, Plaintiffs respectfully request that this Court:

- 7 1. Issue an injunction pursuant to the ADA, Section 504, Section 1557
8 and the Unruh Act:
- 9 a. Ordering Defendants to develop and adopt non-discrimination
10 policies prohibiting discrimination against individuals with
11 disabilities;
 - 12 b. Ordering Defendants to modify its policies and practices to
13 avoid discrimination based on an individual's disability-related
14 use of a service dog;
 - 15 c. Ordering Defendants to train its employees regarding the rights
16 of people with disabilities who use service dogs and their
17 obligation to avoid discrimination against people with
18 disabilities including people with disabilities who use service
19 animals; and
 - 20 d. Post signage in the emergency room of the Hospital
21 communicating that service animals are welcome.

22 **Note:** *the Plaintiff is not invoking section 55 of the California Civil*
23 *Code and is not seeking injunctive relief under the CDPA.*

- 24 2. Award Plaintiffs general, compensatory, statutory and/or treble
25 damages according to proof;
- 26 3. Award Plaintiff his attorneys' fees, litigation expenses and costs of
27 suit, as provided by law; and
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1 4. Award such other and further relief as the Court may deem just and
2 proper.

3
4 DISABILITY RIGHTS EDUCATION
5 AND DEFENSE FUND

6
7 Dated: September 17, 2024

8 By: /s/ Michelle Uzeta
9 Michelle Uzeta, Esq.

10 Attorney for Plaintiff L.R., a minor,
11 by and through his parent and natural
12 guardian Katie Jacquet

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