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10 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
11 **COUNTY OF LOS ANGELES**

13 JOHN WHITBREAD, an individual, on behalf) Case No.
14 of himself and on behalf of all others similarly)
situated,) **CLASS ACTION COMPLAINT FOR**
15) **DECLARATORY AND INJUNCTIVE**
Plaintiff,) **RELIEF**
16)
17 v.) **1. VIOLATION OF THE UNRUH CIVIL**
) **RIGHTS ACT**
18 TICKETMASTER ENTERTAINMENT, LLC.,) **(CAL. CIV. CODE § 51, 51.5, 52)**
LOS ANGELES PHILHARMONIC)
19 ASSOCIATION, LOS ANGELES COUNTY, a) **2. VIOLATION OF CAL. GOV. CODE §**
20 charter county, and DOES 1-50, inclusive,) **11135 ET SEQ.**
)
21 Defendants.) **3. VIOLATION OF THE DISABLED**
) **PERSONS ACT (CAL. CIV. CODE. §**
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) **54.1)**
23) **4. VIOLATION OF CAL. BUSINESS**
24) **AND PROFESSIONS CODE § 17200 ET**
25) **SEQ.**
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INTRODUCTION

Plaintiff John Whitbread (“Plaintiff” or “Mr. Whitbread”), a wheelchair user, brings this action on behalf of himself and all others similarly situated, against Defendants Ticketmaster Entertainment, LLC (“Ticketmaster”), the Los Angeles Philharmonic Association, the County of Los Angeles, and DOES 1-50, (collectively, “Defendants”). Plaintiff brings this action to enjoin Defendants from continuing their discriminatory practices, so that he and other individuals who use wheelchairs have an equal opportunity to purchase tickets for accessible seating through the same manner of online sale and distribution as individuals without disabilities, thereby ensuring that Plaintiff and other disabled individuals have full and equal enjoyment of the goods and services offered by Ticketmaster, including Ticketmaster retail outlets at venues owned and operated by Los Angeles County including the Hollywood Bowl, the Disney Concert Hall, and other venues. By bringing this action for injunctive and declaratory relief, Plaintiff seeks justice for himself and other disabled patrons of Ticketmaster events at venues owned and operated by Los Angeles County by requiring Ticketmaster and Los Angeles County to comply with Federal and California law requiring equal access for individuals with physical disabilities.

NATURE OF ACTION

- 1. This action arises out of the discriminatory practices by Defendants in violation of the laws of the State of California, designed to protect individuals with physical disabilities.
- 2. Los Angeles County owns and operates several entertainment venues that are public accommodations including the Hollywood Bowl and the Walt Disney Hall, among others.
- 3. Plaintiff is informed and believes and alleges thereon that Los Angeles County (“County”) has a contractual agreement with Ticketmaster to sell tickets to the public online and through Ticketmaster retail outlets and a contractual agreement with the Los Angeles Philharmonic Association to operate the Hollywood Bowl and Disney Concert Hall, among others.

1 4. Defendants' discriminatory practices include, inter alia: 1) The denial of access
2 to the same methods of ticket purchases to individuals on account of their disability –
3 specifically, wheelchair users often cannot purchase wheelchair accessible tickets directly
4 online through Ticketmaster's website – however, individuals who purchase non-accessible
5 seats enjoy the amenity of purchasing tickets directly online; and 2) The refusal to make
6 reasonable modifications in Ticketmaster's policies, practices, or procedures to allow such
7 direct online ticket purchase, when such modifications are necessary to afford equal access of
8 Ticketmaster's goods and services to individuals with disabilities, and to comply with the law.

9 5. Instead, Los Angeles County, acting by and through its contract with
10 Ticketmaster, requires Plaintiff and similarly situated individuals who want to purchase event
11 tickets to engage in an uncertain process of sending an email to a customer service
12 representative and waiting for a telephonic response which is often delayed. Not only is such a
13 process burdensome, but also it puts Plaintiff and individuals with disabilities at a disadvantage
14 in purchasing tickets for events that are popular and may sell out in minutes.

15 6. As a result of these discriminatory practices, Plaintiff and other similarly
16 situated individuals are not provided the same opportunity to purchase tickets as other
17 individuals who are not disabled, and are thereby denied the full use and enjoyment of
18 Defendants' services and access to venues which are places of public accommodation.

19 **JURISDICTION AND VENUE**

20 7. Defendant Los Angeles County is a charter county and public entity controlled
21 by a five person Board of Supervisors, whose headquarters is located within Los Angeles
22 County.

23 8. Venue is proper in Los Angeles County pursuant to California Civil Code §
24 395.5 because Defendant Ticketmaster and the Los Angeles Philharmonic have headquarters
25 within the County of Los Angeles. The unlawful actions challenged herein occurred in Los
26 Angeles County.
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1 **THE PARTIES**

2 9. Plaintiff John Whitbread is an individual who, at all relevant times herein
3 mentioned:

- 4 a. Was a resident of the County of Los Angeles, State of California;
- 5 b. Had a physical disability, as that term is defined in 42 U.S.C. § 12102
6 and Cal. Gov. Code § 12926, which substantially limits major life
7 activities, namely his mobility. Plaintiff uses a wheelchair;
- 8 c. Attempted to utilize the website of Ticketmaster – a service provided by
9 Ticketmaster and its physical retail stores, to purchase concert tickets
10 directly online for an event at the Hollywood Bowl;
- 11 d. Suffered discrimination by the Defendants and their employees when
12 Defendants denied Mr. Whitbread the full and equal enjoyment of a
13 service (Ticketmaster.com) to purchase a ticket for an event at a place of
14 public accommodation owned and operated by Los Angeles County, i.e.
15 the Hollywood Bowl;
- 16 e. Is a ticket purchaser who wishes to purchase tickets directly online for
17 future events from Defendants; and
- 18 f. Is a member of the Plaintiff Class alleged in Paragraph 20 below.

19 10. Pursuant to California Code of Civil Procedure § 382, Plaintiff brings this action
20 on his own behalf and on behalf of all members of the class defined in Paragraph 20 below.

21 11. Defendant Ticketmaster is a private entity organized and operating as a limited
22 liability corporation under the laws of the State of Delaware, which at all relevant times herein
23 mentioned:

- 24 a. Maintained its headquarters in Beverly Hills, California;
- 25 b. Owns and operates a business, sales and service establishment;
- 26 c. Provides, inter alia, ticket sales and ticket resale services through its
27 physical retail outlets, worldwide call centers, and its website,

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www.ticketmaster.com, which is a service provided by Ticketmaster and its retail outlets; and

- d. Discriminated against Plaintiff and the Plaintiff Class, as defined in Paragraph 20, below, by denying Mr. Whitbread the full and equal enjoyment of a service (Ticketmaster.com) of a place of public accommodation (Ticketmaster) by failing to provide Plaintiff and the Plaintiff Class with the same direct online ticket purchase options for wheelchair accessible seating as provided to individuals purchasing conventional seats.

12. Defendant Los Angeles County is a public entity, which at all times herein mentioned:

- a. Has its headquarters within the City of Los Angeles in Los Angeles County;
- b. Owns and operates entertainment venues that are open to members of the public who purchase tickets including the Hollywood Bowl and Walt Disney Hall, among others;
- c. Has an exclusive contract with Ticketmaster for the sale of tickets to the public, including wheelchair accessible seating for the Hollywood Bowl and Walt Disney Hall, among other venues;
- d. Discriminated against Plaintiff and the Plaintiff Class, as defined in Paragraph 20, below, by failing to provide the same direct online ticket purchase options for wheelchair accessible seating as provided to individuals purchasing conventional seats at venues owned by Los Angeles County and others;
- e. Is a recipient of public funds from the State of California. As a political entity the County is responsible for providing access to its programs, services, activities and facilities to persons with disabilities; and

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f. Owns and/or operates multiple business establishments, including but not limited to entertainment venues within the meaning of Cal. Civ. Code § 51 *et seq.* Patrons are charged an admission fee and must purchase tickets either at the facility box office or through Defendant Ticketmaster. The venue itself and the ticket purchasing process constitute “accommodations, advantages, facilities, privileges or services,” within the meaning of Cal. Civ. Code § 51 *et seq.*

13. Defendant Los Angeles Philharmonic Association is a California corporation and private entity, which at all relevant times herein mentioned:

- a. Maintained its headquarters in Los Angeles, California;
- b. Operates entertainment venues that are open to members of the public who purchase tickets, including the Hollywood Bowl and the Walt Disney Concert Hall, among others; and
- c. Discriminated against Plaintiff and the Plaintiff Class, as defined in Paragraph 20, below, by denying Mr. Whitbread the full and equal enjoyment of public accommodations by failing to provide Plaintiff and the Plaintiff Class with the same direct online ticket purchase options for wheelchair accessible seating as provided to individuals purchasing conventional seats.

14. The Defendants whose identities are unknown are sued herein under the names DOES 1-50 ("DOES"). Plaintiff is informed and believes and thereon alleges that all of the Defendants, including the DOES, are in some manner responsible for the injuries herein alleged. Plaintiff sues the DOES in their individual and official capacities. Plaintiff will seek leave to amend this Complaint to allege the true names and capacities of DOES 1-50, inclusive, when they are ascertained.

15. Plaintiff is informed and believes, and based upon that information and belief alleges, that each of the Defendants named in this Complaint, including DOES 1-50, inclusive,

1 are responsible in some manner for one or more of the events and happenings that proximately
2 caused the injuries hereinafter alleged.

3 16. Plaintiff is informed and believes, and based upon that information and belief
4 alleges, that each Defendant named in this Complaint, including DOES 1-50, inclusive,
5 knowingly and willfully acted in concert to damage Plaintiff and to otherwise consciously
6 and/or recklessly act in derogation of Plaintiff's rights, and the trust reposed by Plaintiff in each
7 of said Defendants, said acts being negligently and/or intentionally inflicted.

8 17. Defendants' concerted actions were such that, to the information and belief of
9 Plaintiff, and to all appearances, Defendants and each of them, represented a unified body so
10 that the actions of one Defendant were accomplished in concert with, and with knowledge,
11 ratification, authorization and approval of each of the other Defendants.

12 18. Plaintiff is informed and believes, and based upon that information and belief
13 alleges, that each of the Defendants named in this Complaint, including DOES 1-50, inclusive,
14 is, and at all times mentioned herein was, the agent, servant and/or employee of each of the
15 other Defendants and that each Defendant was acting within the course and scope of his, her, or
16 its authority as the agent, servant and/or employee of each of the other Defendants.
17 Consequently, all of the Defendants are liable for the injuries caused to Plaintiff and the
18 Plaintiff Class, as defined in Paragraph 20 below.

19 19. At all times set forth herein, the acts and omissions of each Defendant caused,
20 led and/or contributed to the various acts and omissions of each and all of the other Defendants,
21 legally causing the injuries as set forth.

22
23 **CLASS ALLEGATIONS**

24 20. Plaintiff brings this action on behalf of himself and all others similarly situated
25 as a class action. The class that Plaintiff seeks to represent (herein referred to as "Plaintiff
26 Class") is defined as follows:

27 Any person with a disability, as that term is defined in Cal. Gov. Code § 12926,
28 who purchased, attempted to purchase, or will attempt to purchase a wheelchair

1 accessible ticket through Ticketmaster’s website for an event at a venue owned
2 by Los Angeles County, but who was denied the full and equal enjoyment of,
3 and access to tickets to the event and Ticketmaster’s goods and services due to
4 the mutual failure of Los Angeles County, Los Angeles Philharmonic
5 Association, and Ticketmaster, and DOES 1-50 to provide the same direct online
6 ticket purchase options to individuals who require accessible seating, as is
7 provided to individuals purchasing conventional seating.
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9 **MAINTENANCE OF THE ACTION**

10 21. Plaintiff brings this action individually and on behalf of himself and as
11 representative of all similarly situated persons, pursuant to the provisions of
12 California Code of Civil Procedure §382. The class is comprised of persons with disabilities
13 whose number is not subject to precise calculation but is estimated to be in the thousands of
14 persons, within Los Angeles County and the surrounding counties such as Orange County and
15 Riverside County.

16 *Class Action Requisites*

17 22. At all material times, Plaintiff was and is a member of the Plaintiff Class
18 described in Paragraph 20.

19 23. This Class Action meets the statutory prerequisites for the maintenance of a
20 Class Action in that:

- 21 a. The persons who comprise the Plaintiff Class are so numerous that the
22 joinder of all such persons is impracticable and the disposition of their
23 claims as a class will benefit the parties and the Court;
- 24 b. Nearly all factual, legal, statutory, declaratory and injunctive relief issues
25 that are raised in this Complaint are common to the Plaintiff Class and
26 will apply uniformly to every member of the Plaintiff Class;
- 27 c. The named Plaintiff’s claim for declaratory and injunctive relief is
28 typical of the claims of the class. Plaintiff and the members of the

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Plaintiff Class were and are similarly or identically harmed by the same unlawful, deceptive, unfair, and pervasive pattern of misconduct engaged in by the Defendants;

- d. The representative Plaintiff will fairly and adequately represent and protect the interests of the Plaintiff Class, and has retained counsel who is competent and experienced in class action litigation. There are no material conflicts between the claims of the representative Plaintiff and the members of the Plaintiff Class that would make class certification inappropriate;
- e. Counsel for the Plaintiff Class will vigorously assert the claims of all members of the Plaintiff Class; and
- f. Defendants have acted or refused to act on grounds generally applicable to the class.

24. In addition to meeting the statutory prerequisites to a Class Action, this action is properly maintained as a Class Action pursuant to California Code of Civil Procedure § 382 in that:

- a. The parties opposing the Plaintiff Class have acted or refused to act on grounds generally applicable to the Plaintiff Class, thereby making appropriate final injunctive relief or corresponding declaratory relief with respect to the Plaintiff Class as a whole.

25. Among the questions of law and fact common to the class are:

- a. Whether Defendants refused to modify their policies and practices to ensure that disabled individuals have an equal opportunity to purchase tickets for accessible seating through the same methods of distribution as individuals without disabilities;
- b. Whether Defendants discriminate against disabled individuals, by creating or permitting barriers preventing them from purchasing tickets

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online in a manner comparable to that afforded to individuals without disabilities;

- c. Whether Defendants have violated the Unruh Act by denying Plaintiff and the Plaintiff Class full and equal accommodations, advantages, facilities, privileges, or services offered by Defendants by failing to provide Plaintiff and the Plaintiff Class with the same direct online ticket purchasing options for wheelchair accessible seating through Defendant Ticketmaster’s website, as provided to individuals purchasing conventional, non-accessible seats;
- d. Whether Defendants have violated California Government Code §11135 by denying Plaintiff and the Plaintiff Class full and equal accommodations, advantages, facilities, privileges, or services offered by Defendants by refusing to provide Plaintiff and the Plaintiff Class with the same direct online ticket purchase options for wheelchair accessible seating through Defendant Ticketmaster’s website, as provided to individuals purchasing conventional, non-accessible seats;
- e. Whether Defendants have violated California Business and Professions Code § 17200 by discriminating against disabled ticket purchasers by denying Plaintiff and the Plaintiff Class full and equal accommodations, advantages, facilities, privileges, or services offered by Defendants by refusing to provide Plaintiff and the Plaintiff Class with the same direct online ticket purchasing options for wheelchair accessible seating through Defendant Ticketmaster’s website, as provided to individuals purchasing conventional, non-accessible seats; and
- f. Whether Defendants have violated the California Disabled Persons Act by denying Plaintiff and the Plaintiff Class full and equal accommodations, advantages, facilities, privileges, or services offered by Defendants by failing to provide Plaintiff and the Plaintiff Class with the

1 same direct online ticket purchasing options for wheelchair accessible
2 seating through Defendant Ticketmaster’s website, as provided to
3 individuals purchasing conventional, non-accessible seats.

4 26. As to the issues raised in this case, a class action is superior to all other methods
5 for the fair and efficient adjudication of this controversy, since joinder of all class members is
6 impracticable and since many legal and factual questions to be adjudicated apply uniformly to
7 all class members.

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9 **GENERAL ALLEGATIONS COMMON TO ALL COUNTS**

10 27. Defendant Ticketmaster is a private entity which owns and operates a business
11 establishment, sales and services establishment, which provides, inter alia, ticket sales and
12 ticket resale services through its physical retail outlets, worldwide call centers and its website,
13 www.ticketmaster.com. Ticketmaster’s website is a service provided by Ticketmaster.
14 Ticketmaster sells tickets for the Hollywood Bowl, among other venues owned by Los Angeles
15 County.

16 28. Defendant Los Angeles Philharmonic Association is a private entity that
17 operates a business establishment, sales and services establishment, which, inter alia, sells
18 tickets for entertainment venues owned, operated, or funded, in whole or part, by Los Angeles
19 County.

20 29. Plaintiff John Whitbread (“Mr. Whitbread”) is a disabled individual who has
21 used a wheelchair for the past 27 years, and thus is limited in his mobility.

22 30. On September 22, 2011, Mr. Whitbread attempted to purchase one wheelchair
23 accessible seat and one companion seat for the October 11, 2011, Journey, Foreigner, and Night
24 Ranger concert at the Hollywood Bowl from Defendant Ticketmaster’s website.

25 31. As a past patron of the Hollywood Bowl, Mr. Whitbread knew exactly which
26 seats he wished to purchase. However, when Mr. Whitbread logged onto Defendant
27 Ticketmaster’s website, he was not able to purchase the tickets directly online. Instead, he was
28 directed to provide his contact information, including his telephone number and email address,

1 as well as any message he wished to send. Mr. Whitbread provided all the requested
2 information and wrote, “I would like the seats available called ramp seats right up front.”

3 32. Shortly after Mr. Whitbread submitted his request, he received an auto-response
4 email from Defendant Ticketmaster stating, “A Fan Support rep should get back to you within
5 an hour to help you with your ticket request (sometimes we get a lot of emails simultaneously,
6 which could cause a slight delay).”

7 33. Nine minutes later, Defendant Ticketmaster sent Mr. Whitbread a second email
8 stating, “Thank you for your request for accessible seats. We’re looking for seats that meet
9 your needs and we’ll get back to you as ASAP.” Mr. Whitbread waited patiently for a return
10 telephone call in anticipation of being able to purchase tickets for the concert.

11 34. However, that telephone call never came. Instead, one hour and twenty minutes
12 after his attempt to purchase tickets on-line, Defendant Ticketmaster sent Mr. Whitbread a third
13 email stating, “To help you find the seats you’ve requested for Journey with special guests
14 Foreigner and Night Ranger, we have to ask you to make a phone call. We’re sorry for the
15 extra step, but the venue’s box office staff is now selling all accessible seats for this event.
16 Please call the box office at 323-850-2125 and they will assist you.”

17 35. Yet, when Mr. Whitbread called the box office as directed, nobody was ready to
18 assist him or sell him tickets. Instead, he was met with an automated voice mail requesting that
19 he leave a message. Frustrated by the delay and unnecessary, burdensome barriers to purchase
20 a ticket, Mr. Whitbread gave up in frustration, and did not attend the concert.

21 36. As a member of the Plaintiff Class, Mr. Whitbread suffered discrimination by
22 Defendants which is typical of that suffered by other members of the Plaintiff Class.
23 Specifically, Defendants Ticketmaster, the County of Los Angeles, and the Los Angeles
24 Philharmonic denied Mr. Whitbread the equal opportunity to purchase tickets for accessible
25 seating through the same methods of distribution – directly online through Ticketmaster’s
26 website – as afforded to non-disabled individuals. This is particularly unfair because high
27 demand events often sell out before the Ticketmaster system responds to a request for
28 wheelchair accessible seating.

1 43. Section 51(f) of the California Civil Code provides that any violation of the right
2 of any individual under the Americans with Disabilities Act of 1990 shall also be considered a
3 violation of the Unruh Act.

4 44. Defendants' treatment of Plaintiff and members of the Plaintiff Class has denied
5 such members full and equal accommodations, advantages, facilities, privileges, and services
6 with respect to Defendants' business establishment on the basis of disability in violation of
7 Plaintiff and Class Plaintiffs' rights under the Unruh Act.

8 45. Defendants operate a business establishment within the jurisdiction of the State
9 of California and, as such, are obligated to comply with the provisions of the Unruh Act.

10 46. The Unruh Act guarantees, inter alia, that persons with physical disabilities are
11 entitled to full and equal accommodations, advantages, facilities, privileges, or services in all
12 business establishments of every kind whatsoever within the jurisdiction of the State of
13 California regardless of their disability. Section 51.5 specifically prohibits business
14 establishments from discriminating against or refusing to do business with individuals with
15 disabilities.

16 47. Defendants have violated the Unruh Act by, inter alia, denying Plaintiff and the
17 Plaintiff Class full and equal accommodations, advantages, facilities, privileges, or services
18 offered by Defendants by failing to provide Plaintiff and the Plaintiff Class with the same direct
19 ticket purchase options for wheelchair accessible seating through Defendant Ticketmaster's
20 website, as provided to individuals purchasing conventional, non-accessible seats.

21 48. In committing the acts as alleged in this Complaint, Defendants have willfully
22 violated the Unruh Act by failing to operate its services on a non-discriminatory basis; failing
23 to ensure that persons with disabilities have nondiscriminatory access to public
24 accommodations; and refusing to provide specific rights guaranteed by the ADA and the
25 Federal rules and regulations adopted in implementation thereof.

26 49. Unless Defendants are restrained by a preliminary and permanent mandatory
27 injunction, Plaintiff and the Plaintiff Class, and other members of the general public who are
28 identified as disabled, will continue to suffer irreparable harm by Defendants' discriminatory

1 practices. Plaintiff and the Plaintiff Class have no adequate remedy at law because monetary
2 damages, which may compensate for past unlawful conduct, will not afford adequate relief for
3 the harm caused by the continuation of the wrongful conduct of Defendants and the denial of
4 rights protected by California Civil Code § 51.

5 50. The violation by Defendants of the rights of Plaintiff and the Plaintiff Class, as
6 protected by the Unruh Act, entitle Plaintiff and the Plaintiff Class to receive attorneys' fees,
7 and declaratory and injunctive relief, all of which are provided for in California Civil Code § 52
8 and are prayed for below.

9 **II.**

10 **SECOND CAUSE OF ACTION**

11 **VIOLATION OF**

12 **[Cal. Gov. Code § 11135]**

13 **(Against Defendants Los Angeles County, and DOES 1-50 inclusive)**

14 51. Plaintiff and the Plaintiff Class re-allege and incorporate by reference, as though
15 fully set forth herein, paragraphs 1 through 50 of this Complaint.

16 52. California Government Code § 11135 provides in pertinent part:

17 (a) No person in the State of California shall, on the basis of race, national origin, ethnic
18 group identification, religion, age, sex, color, or disability, be unlawfully denied full and
19 equal access to the benefits of, or be unlawfully subjected to discrimination under, any
20 program or activity that is conducted, operated, or administered by the state or by any
21 state agency, is funded directly by the state, or receives any financial assistance from the
22 state.

23 (b) With respect to discrimination on the basis of disability, programs and activities
24 subject to subdivision (a) shall meet the protections and prohibitions contained in
25 Section 202 of the Americans with Disabilities Act of 1990 (42 U.S.C. § 12132), and
26 the federal rules and regulations adopted in implementation thereof, except that if the
27 laws of this state prescribe stronger protections and prohibitions, the programs and
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1 activities subject to subdivision (a) shall be subject to the stronger protections and
2 prohibitions.

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4 (c) (1) As used in this section, "disability" means any mental or physical disability as
5 defined in § 12926.

6 53. The ADA provides that “no individual shall be discriminated against on the
7 basis of disability in the full and equal enjoyment of the goods, services, facilities, privileges,
8 advantages, or accommodations of any place of public accommodation.” 42 U.S.C. § 12182(a).

9 54. Under the ADA, it is “discriminatory to afford an individual or class of
10 individuals, on the basis of a disability or disabilities of such individual or class, directly, or
11 through contractual, licensing, or other arrangements with the opportunity to participate in or
12 benefit from a good, service, facility, privilege, advantage, or accommodation that is not equal
13 to that afforded to other individuals.” 42 U.S.C. § 12182(b)(1)(A)(ii).

14 55. Further, under the ADA, it is discriminatory to fail “to make reasonable
15 modifications in policies, practices, or procedures, when such modifications are necessary to
16 afford such goods, services, facilities, privileges, advantages or accommodations to individuals
17 with disabilities, unless the entity can demonstrate that making such modifications would
18 fundamentally alter the nature of such goods, services, facilities, privileges, advantages or
19 accommodations.” 42 U.S.C. § 12182(b)(2)(A)(ii).

20 56. Specifically, pursuant to 28 C.F.R. § 36.302(f)(ii), “A public accommodation
21 that sells tickets for a single event or series of events shall modify its policies, practices, or
22 procedures to ensure that individuals with disabilities have an equal opportunity to purchase
23 tickets for accessible seating through the same methods of distribution [as other patrons].”
24 ADA 2010 Revised Requirements, state, in relevant part, “Venues are required to sell tickets
25 for accessible seats in the same manner and under the same conditions as all other ticket sales.
26 ...When a venue provides tickets to a third-party ticket vendor, including Internet-based
27 vendors, the venue must include comparable tickets for accessible seats. Once third-party
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1 ticket vendors acquire tickets for accessible seats, they are obligated to sell them in accordance
2 with the Department's ADA requirements.”

3 57. Defendant Ticketmaster is a place of public accommodation pursuant to 42
4 U.S.C. § 12181(7)(E) and (F). Ticketmaster is a sales and services establishment and
5 Ticketmaster.com is a service provided by Ticketmaster and its physical retail outlets.

6 58. Defendant Los Angeles County has violated Title II of the ADA and therefore,
7 California Government Code § 11135 by and through its contract with Defendant Ticketmaster
8 and the Los Angeles Philharmonic by failing to sell tickets to individuals with a disability in a
9 manner that is equal to that afforded to individuals without disabilities for tickets to events at
10 venues owned and operated by Los Angeles County. Defendant Los Angeles County has
11 further violated Title II of the ADA and therefore California Government Code § 11135 by
12 failing to make reasonable modifications to its policies, practices, or procedures to ensure that
13 individuals with disabilities are afforded an equal opportunity to purchase tickets for accessible
14 seating through the same manner of distribution – directly online through Defendant
15 Ticketmaster’s website – as individuals without disabilities for tickets to events at venues
16 owned and operated by Los Angeles County.

17 59. By failing to permit Plaintiff and members of the Plaintiff Class to obtain tickets
18 through equivalent methods of distribution, Defendants discriminated against Plaintiff and the
19 Plaintiff Class in violation of the ADA.

20 60. Unless Defendants are restrained by a preliminary and permanent mandatory
21 injunction, Plaintiff and the Plaintiff Class, and other members of the general public who are
22 identified as disabled, will continue to suffer irreparable harm by Defendants’ discriminatory
23 practices. Plaintiff and the Plaintiff Class have no adequate remedy at law because monetary
24 damages, which may compensate for past unlawful conduct, will not afford adequate relief for
25 the harm caused by the continuation of the wrongful conduct of Defendants and the denial of
26 rights protected by this Act.

27 61. The violation by Defendants of the rights of Plaintiff and the Plaintiff Class, as
28 protected by the Americans with Disabilities Act, entitle Plaintiff and the Plaintiff Class to

1 receive attorneys' fees, and declaratory and injunctive relief, all of which are provided for are
2 prayed for below.

3 **III.**

4 **THIRD CAUSE OF ACTION**

5 **CALIFORNIA CIVIL CODE §§ 54.1, 54.3, and 55**

6 **(Against Defendants Ticketmaster Entertainment LLC, Los Angeles Philharmonic, and**
7 **DOES 1-50, inclusive)**

8 62. Plaintiff and the Plaintiff Class re-allege and incorporate by reference, as though
9 fully set forth herein, paragraphs 1 through 61 of this Complaint.

10 63. Pursuant to California Civil Code § 54.1(a)(1), "Individuals with disabilities
11 shall be entitled to full and equal access, as other members of the general public, to
12 accommodations, advantages, facilities, medical facilities, including hospitals, clinics, and
13 physicians' offices, and privileges of all common carriers, airplanes, motor vehicles, railroad
14 trains, motor buses, streetcars, boats, or any other public conveyances or modes of
15 transportation (whether private, public, franchised, licensed, contracted, or otherwise provided),
16 telephone facilities, adoption agencies, private schools, hotels, lodging places, places of public
17 accommodation, amusement, or resort, and other places to which the general public is invited,
18 subject only to the conditions and limitations established by law, or state or federal regulation,
19 and applicable alike to all persons."

20 64. Moreover, pursuant to California Civil Code § 54.1(d), "A violation of the right
21 of an individual under the Americans with Disabilities Act of 1990 (Public Law 101-336) also
22 constitutes a violation of this section, and nothing in this section shall be construed to limit the
23 access of any person in violation of that act."

24 65. Defendants' have violated the rights of Plaintiff and the Plaintiff Class under
25 California Civil Code § 54.1 by denying full and equal access to Defendant Ticketmaster, a
26 place of public accommodation, as well as denying access to public accommodations, and by
27 violating the rights of Plaintiff and the Plaintiff Class as alleged in the First, Second and Third
28 Causes of Action.

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DEMAND FOR JURY TRIAL

Plaintiff John Whitbread hereby demands a trial by jury on all claims.

Dated: July 25, 2012

SCHONBRUN DESIMONE SELOW
HARRIS HOFFMAN & HARRISON, LLP

EUGENE FELDMAN ATTORNEY AT LAW, APC

V. James DeSimone
Michael D. Seplow
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