

1 TIMOTHY ELDER (CA BAR NO. 277152)
telder@trelegal.com
2 KRISTOPHER A. NELSON (CA BAR NO. 342552)
knelson@trelegal.com

3 **TRE LEGAL PRACTICE**
1155 Market Street, 10th Floor
4 San Francisco, CA 94103
T: (415) 873-9199 F: (415) 952-9898

5 STUART SEABORN – CA BAR NO. 198590
sseaborn@dralegal.org
6 EMILY SEELENFREUND – CA BAR NO. 804482 (Registered Legal Services Attorney)
eseelenfreund@dralegal.org

7 **Disability Rights Advocates**
8 2001 Center Street, 4th Floor
Berkeley, California 94704-1204
9 Tel: (510) 665-8644
Fax: (510) 665-8511

10 *Attorneys for Plaintiffs*

11
12 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
13 **FOR THE COUNTY OF ALAMEDA**

14 **ANGELA FOWLER, MIGUEL MENDEZ,**
15 **HY COHEN, and NATIONAL**
16 **FEDERATION OF THE BLIND,**

17 Plaintiffs,

18 vs.

19 **PSI SERVICES, LLC, and CALIFORNIA**
20 **DEPARTMENT OF INSURANCE, and**
21 **DOES 1-100,**

22 Defendants.

Case No. 21-CV-000126

**SECOND AMENDED COMPLAINT FOR
DISABILITY DISCRIMINATION IN
VIOLATION OF GOV'T CODE § 11135
ET SEQ.; THE UNRUH CIVIL RIGHTS
ACT, CIV. CODE § 51 ET SEQ.; THE
DISABLED PERSONS ACT, CIV. CODE §
54 ET SEQ.; AND FOR DECLARATORY
RELIEF**

Dept: 23
Judge: Seligman

Trial Date: Not set
Action Filed: Oct. 12, 2021

1 Plaintiffs Angela Fowler, Miguel Mendez, Hy Cohen, and National Federation of the Blind are
2 informed and believe and allege as follows:

3 I. INTRODUCTION

4 1. This disability civil rights action is brought by three blind individual members of the National
5 Federation of the Blind, Angela Fowler, Miguel Mendez, and Hy Cohen (“Individual Plaintiffs”), and by
6 the Organizational Plaintiff National Federation of the Blind (“NFB”) (collectively, “Plaintiffs”).

7 2. Each of the Individual Plaintiffs, as well as many other members of the NFB, use screen reading
8 software to non-visually access information on a computer or over the Internet.

9 3. Plaintiffs challenge the failure of California’s Department of Insurance (“CDI”) and PSI
10 Services, LLC (“PSI”), the private entity CDI contracts with, to ensure that the online technology used
11 for state licensing exams, such as California’s insurance agent licensing exam, are independently
12 accessible to applicants with disabilities who depend on assistive technology, including screen reading
13 software.

14 4. Plaintiff NFB further challenges the failure of other Doe Defendants who contract with PSI to
15 ensure that the online technology used for state licensing exams, such as California’s insurance agent
16 licensing exam, are independently accessible to applicants with disabilities who depend on assistive
17 technology, including screen reading software.

18 5. Each of these blind Individual Plaintiffs, as well as other members of the NFB, wishes to take
19 their exam online under the same testing conditions as all other examinees. Technology that complies
20 with mandatory accessibility standards set under California law for online digital content would allow
21 these disabled applicants to do so.

22 6. Blind individuals use assistive technology every day to independently access websites, work in
23 various employment sectors alongside non-disabled colleagues utilizing a wide variety of software
24 applications, and integrate fully into all aspects of society that offer digital access to information and
25 interaction. Instead of harnessing the power of equality and inclusion that accessible technology offers,
26 Defendants ignore the legal requirement for a universally accessible online exam system and instead
27 require certain disabled individuals to unnecessarily obtain medical documentation, participate in a
28 segregated approval process, and undergo additional restrictive scheduling delays before being allowed
to take online exams in a manner that is accessible to them. Defendants’ policy is contrary to law and

1 needlessly forces disabled applicants, who could otherwise independently take their state licensing
2 exams, to unnecessarily affirmatively seek accommodations through the assistance of others and jump
3 through administrative hurdles. Defendants' unlawful approach to technology design and policy prevents
4 the Individual Plaintiffs and other disabled people, including members of the NFB, from integrating into
5 society on a full, equal, and independent basis.

6 7. Plaintiff Angela Fowler was provisionally hired by an insurance carrier to become a sales agent,
7 pending her obtaining a California insurance license. She registered online to take an online CDI
8 licensing exam that is administered by PSI and was able to do so independently using the screen reading
9 software Job Access with Speech ("JAWS"). However, when she attempted to take the licensing exam,
10 she was unable to because the online exam system had not been designed to follow accessible design
11 standards for online content that would make it accessible to blind persons who use screen reading
12 software.

13 8. In response to Ms. Fowler's complaints, PSI initially told Ms. Fowler she could take the exam
14 only using a human reader as an accommodation. After she followed up with a demand letter from her
15 legal counsel, PSI stated she could take the exam with JAWS but only if she went through a
16 burdensome, lengthy accommodations process requiring her to secure additional paperwork from a
17 physician. As a result, because of Defendants' failure to ensure the accessibility of the exam and the
18 delays she incurred in attempting to take the licensing exam, Ms. Fowler was unable to retain her
19 employment with the insurance carrier.

20 9. Similarly, Mr. Mendez would like to take the licensing exam but is deterred from doing so
21 because of Defendants' failure to provide him and other blind applicants full and equal access to their
22 online exam without resorting to intrusive medical inquiry and additional steps not required of other
23 examinees.

24 10. Plaintiff Hy Cohen took the licensing exam in or around February 2018 and had no choice but to
25 go through PSI's medical evaluation and accommodations process in order to obtain accommodations
26 necessary for him to take the licensing exam. This process included him scheduling and attending a
27 doctor's appointment for the sole purpose of obtaining Defendants' required documentation. Mr. Cohen
28 cannot drive and so the process of coordinating transportation to this doctor's appointment was
burdensome and expensive. Although he was eventually approved for the accommodation of taking the

1 exam using a computer with assistive technology, when he arrived to take the exam in-person, his
2 approved accommodations were not available, and he was forced to accept an unfamiliar human reader
3 to avoid rescheduling the exam. Although he was able to pass the exam, the experience of using a human
4 reader was unfamiliar and did not best ensure that the exam tested his abilities rather than his ability to
5 communicate with a human reader to access information. Mr. Cohen also greatly prefers taking exams
6 independently as he is accustomed to, as opposed to needing to rely on another individual. He would
7 like to take additional CDI exams for other insurance licenses but is deterred from doing so because of
8 Defendants' failure to affirmatively make their online exams accessible to screen reader users.

9 II. Members of the NFB have been deterred from taking exams administered by PSI because of
10 their inaccessible software technology. Members of the NFB have been harmed by PSI's inaccessible
11 online technology and medical documentation policy or will be harmed in the near future.

12 12. PSI offers its same inaccessible online exam software technology to other California
13 Departments and agencies for various certifications and licensure regulated by the State of California.

14 13. California law requires Defendants to affirmatively make their online exam technology
15 accessible to persons with disabilities, including blind applicants who use screen reading software,
16 without forcing such persons to engage in lengthy and burdensome accommodations processes and
17 potentially costly medical evaluations. Because Defendants have refused to change their policy after
18 being asked to do so by Plaintiffs, Plaintiffs are left with no choice but to file this lawsuit.

19 II. PARTIES

20 14. Plaintiff Angela Fowler is a member of the NFB who resides in Yuba City in Sutter County,
21 California.

22 15. Ms. Fowler is blind, and thus has a disability as defined by Gov't Code section 12926, as
23 incorporated by Civ. Code sections 51(e)(1) and 54(b)(1).

24 16. Plaintiff Miguel Mendez is a member of the NFB who resides in the city of Alameda, Alameda
25 County, California.

26 17. Mr. Mendez is blind, and thus has a disability as defined by Gov't Code section 12926, as
27 incorporated by Civ. Code sections 51(e)(1) and 54(b)(1).

28 18. Plaintiff Hy Cohen is a member of the NFB who resides in the city of Stockton, San Joaquin
County, California.

1 19. Mr. Cohen is blind, and thus has a disability as defined by Gov't Code section 12926, as
2 incorporated by Civ. Code sections 51(e)(1) and 54(b)(1).

3 20. Plaintiff National Federation of the Blind, the oldest and largest national organization of blind
4 persons, is a non-profit corporation duly organized under the laws of the District of Columbia with its
5 principal place of business in Baltimore, Maryland. NFB has affiliates and members in all 50 states,
6 Washington, D.C., and Puerto Rico, including an affiliate in California and members in California. The
7 NFB is a membership organization, and the vast majority of its approximately 50,000 members are blind
8 persons who are recognized as a protected class under federal and state laws. The NFB is widely
9 recognized by the public, the United States Congress, the California legislature, executive agencies of
10 state and federal government, and state and federal courts as a collective and representative voice on
11 behalf of blind Americans and their families. The purpose of the NFB is to promote the general welfare
12 of the blind by (1) assisting the blind in their efforts to integrate themselves into society on terms of
13 equality and (2) removing barriers and changing social attitudes, stereotypes, and mistaken beliefs that
14 sighted and blind persons hold concerning the limitations created by blindness and that result in the
15 denial of opportunity to blind persons in virtually every sphere of life. As part of its mission and to
16 achieve these goals, the NFB actively pursues litigation, among many other activities and strategies, to
17 ensure that the blind receive equal access to the opportunities, facilities, services, programs, and
18 activities offered by state agencies.

19 21. The NFB brings this suit on behalf of its members, one or more of whom has been injured as a
20 direct result of Defendants' discriminatory policies and practices.

21 22. Discrimination against blind individuals frustrates the mission of the NFB.

22 23. As the NFB brings this action on behalf of its members because the interests at stake are
23 germane to the NFB's purpose and because it seeks only declaratory and injunctive relief, all of NFB's
24 affected individual members are not required to participate to bring this lawsuit forth.

25 24. Defendant CDI is a Department of the State of California and a state governmental entity with
26 offices at 1901 Harrison Street, 6th Floor in Oakland, CA.

27 25. PSI is a California business entity headquartered at 611 North Brand Boulevard, Tenth Floor in
28 Glendale, CA.

1 26. The true names and capacities of the defendants named as Does 1-100 are unknown to Plaintiffs,
2 but they are expected to be other state and local agencies that similarly use PSI's inaccessible online
3 technology to administer certification and license exams in California, and therefore Plaintiff NFB sues
4 them under these fictitious names pursuant to Civ. Proc. Code section 474. Plaintiffs will amend this
5 complaint to add their true names and capacities when they become known.

6 27. PSI lists the following California agencies as offering exams for scheduling through PSI:
7 Acupuncture Board, Architects Board, Board of Barbering and Cosmetology, Board of Chiropractic
8 Examiners, Board of Optometry, Board of Pharmacy, Board of Psychology, Board of Vocational Nurses
9 and Psychiatric Technicians, Bureau of Automotive Repair, Bureau of Household Goods and Services
10 (BHGS), Bureau of Security and Investigative Services, Bureau of Security and Investigative Services
11 (Firearms Assessment), Cemetery and Funeral Bureau, Court Reporters Board, Dental Board of
12 California, Dental Hygiene Committee of California, Department of Pesticide Regulation, Division of
13 Labor Standards Enforcement, Landscape Architects Technical Committee, Office of Self Insurance
14 Plans, Professional Fiduciaries Bureau, Structural Pest Control Board, Veterinary Medical Board, among
15 others, but Plaintiff NFB is unaware currently of which agencies are still actively using PSI's
16 inaccessible online exam software at the present time and plan to amend their listing of Doe Defendants
17 after appropriate discovery occurs.

18 28. Plaintiffs are aware of other blind people who work in some of these regulated fields, including
19 members of the NFB.

20 29. Members of the NFB work in a wide variety of professions and industries. Some of NFB's blind
21 members work in regulated fields that rely on PSI's inaccessible exam technology to administer state
22 licenses and certificates. For example, the NFB is aware of blind members from California who work in
23 the chiropractic and court reporting fields and have complained about problems obtaining their state
24 licenses due to inaccessible online exam software technology. Further, members of the NFB are
25 currently enrolled in educational programs and vocational training that will eventually place them into
26 employment that requires a license or certificate administered by PSI's inaccessible online testing
27 program.

28

III. JURISDICTION AND VENUE

30. This court has subject matter jurisdiction pursuant to the Unruh Civil Rights Act, Civ. Code section 52(a) (“Unruh Act”); the Disabled Persons Act, Civ. Code section 54.3(a) (“DPA”); Government Code section 11139; and Code of Civil Procedure section 1060.

31. This Court has jurisdiction over Defendants because they are a branch of the state of California and a California business entity doing business in and with California or otherwise funded by the state.

32. Venue is proper in Alameda County because liability arises in part in Alameda County where Plaintiff Mendez resides, because other members of the NFB reside in Alameda County, because Defendant PSI does business in Alameda County, and because CDI and the California Attorney General have offices in Alameda County.

IV. FACTUAL ALLEGATIONS

A. CDI and PSI

33. CDI, which regulates insurance sales agents in California, hired PSI through a government contract that requires PSI to schedule and administer the regulatory licensing examinations for insurance sales agents who wish to sell insurance in California.

34. PSI receives funds from CDI under the contract in exchange for PSI’s scheduling and administration services.

35. PSI’s administration and scheduling services include providing licensing exams over the Internet and communicating through websites and other online technology.

36. PSI offers administration of online CDI licensing exams both at its own physical testing centers and at applicants’ own private locations via remote proctoring over the Internet.

37. Defendants’ examination and licensure of examinees is business activity because CDI and PSI are both charging a fee for exam administration services and licensure to engage in commercial insurance activity in California.

38. PSI’s California state government contract triggers obligations that require PSI to ensure that any electronic or information technology developed, procured, maintained, or used by a state governmental entity—whether indirectly, or through the use of state funds by other entities—complies with specific technical accessibility requirements set under Government Code sections 11135(b) and 7405(a).

1 39. Invoking Government Code section 11135, CDI's contract with PSI explicitly requires PSI's
2 technology to "comply with State and federal disability accessibility laws and standards, specifically
3 Section 508 of the Rehabilitation Act."

4 40. PSI's government contract further triggers an obligation for PSI, as an entity that contracts to
5 provide electronic or information technology or related services under Government Code section
6 7405(b), to "resolve any complaint regarding accessibility of its products or services that is brought to
7 [its] attention."

8 41. PSI's provision of a website to administer CDI's licensing exams over the Internet, or use
9 technology within its testing facilities, is the provision of electronic or information technology or related
10 services to a state entity.

11 42. PSI similarly administers online exams for other Doe Defendant California agencies in a wide
12 range of regulated industries.

13 43. Blind individuals who use assistive technology such as screen readers, including members of the
14 NFB, work in these fields and have the need to take online exams to obtain certificates, licenses, or to
15 obtain other state benefits.

16 **B. Ms. Fowler**

17 44. In October 2020, Ms. Fowler was recruited, interviewed, trained, and provisionally hired by an
18 insurance carrier to become a sales agent, pending her obtaining a California insurance license.

19 45. Subsequently, Ms. Fowler registered online through a website to take a CDI licensing exam on
20 November 9, 2020.

21 46. Ms. Fowler was able to independently register to take a CDI licensing exam using JAWS screen
22 reading software.

23 47. JAWS is a screen reading software that many blind persons, including Plaintiffs, use to convert
24 text and other visual information on a computer screen into synthesized speech read aloud or displayed
25 on a refreshable Braille device, such that a totally blind user can non-visually interact with computer
26 applications and electronic information on the Internet.

27 48. Ms. Fowler expected to take the exam using JAWS, just as she was able to independently register
28 for and schedule the exam using JAWS on the Defendants' website.

1 49. However, when she attempted to start her exam on November 9, 2020, she was unable to do so
2 because the online exam system used by PSI does not comply with technical accessibility design
3 standards—standards that are incorporated by the accessibility requirements of Section 508 of the
4 Rehabilitation Act and its implementing regulations—that would make the screen elements of the exam
5 system compatible with screen readers communicating the information on the screen in non-visual
6 means.

7 50. For example, when she tried to accept PSI’s terms and conditions, the buttons to accept or
8 decline presented identical “submit” labels to JAWS, making them indistinguishable.

9 51. During the registration process and commencement of the actual exam, Ms. Fowler was not
10 required to disable JAWS from running, as she was required to disable other running applications on her
11 computer.

12 52. Later that day, Ms. Fowler spoke with a PSI representative, and explained that she was
13 attempting to take a CDI licensing exam using the JAWS screen reader and was unable to do so because
14 of PSI’s technical design of the system.

15 53. The representative then told Ms. Fowler that using a screen reader, including JAWS, was not an
16 available accommodation, and that she would have to take the exam using the accommodation of a
17 human assistant who would have to read the questions aloud to Ms. Fowler and then transcribe her oral
18 answers.

19 54. On November 24, 2020, Ms. Fowler corresponded by email with a PSI representative regarding
20 her taking the CDI licensing exam.

21 55. During that conversation, the PSI representative confirmed that PSI’s online exam system is
22 inaccessible to persons using screen reading software, that Ms. Fowler could therefore not take the exam
23 using JAWS, and that she would have to request the accommodation of a human assistant to read and
24 transcribe answers to the exam for her.

25 56. Such a requirement put Ms. Fowler at considerable risk to her health, due to the ongoing
26 pandemic, while non-blind applicants had no such risk because they could take the exam privately in
27 their homes.

28 57. In addition, Ms. Fowler: (1) has prepared for her CDI licensing exam using JAWS, including
taking practice exams; (2) does not have experience taking exams using a human reader; and (3) has

1 hearing loss such that using a human reader would negatively impact her ability to take the exam
2 because a human reader does not afford her JAWS's precise control over vocal pitch, intonation, and
3 speaking rate.

4 58. Ms. Fowler also does not require any test accommodations—such as extra time or breaks—to
5 take electronic exams. With JAWS she is able to take the exam fully and independently, just as non-
6 disabled examinees, under the same time and break constraints.

7 59. Because she was unable to take the CDI licensing exam, Ms. Fowler was unable to begin work
8 for the insurance carrier that had hired her.

9 60. Through counsel, Ms. Fowler wrote to PSI and CDI on January 25, 2021, requesting that they
10 make the CDI licensing exam accessible for her and other blind applicants by allowing exam takers to
11 use screen reading technology such as JAWS.

12 61. Instead, on February 4, 2021, Defendants offered to have a PSI proctor remote-control her
13 computer, have her read the questions using JAWS through a file that would be transferred to her
14 computer by the proctor, and have her verbally provide her answers to the remote proctor for
15 transcription.

16 62. Ms. Fowler has never taken an exam using a transcriptionist/amanuensis.

17 63. Ms. Fowler has also never let another person control her computer, remotely or otherwise, due to
18 concerns about privacy and the security of sensitive information stored on her computer.

19 64. On February 17, 2021, Ms. Fowler rejected that proposal because it did not offer equal access on
20 the same terms as that enjoyed by non-disabled applicants for Ms. Fowler or other blind examinees.

21 65. On March 10, 2021, Defendants explained that they were making some changes to CDI licensing
22 exams and would allow Ms. Fowler to independently take it using JAWS outside of normal use
23 conditions.

24 66. Ms. Fowler was told that this proposal was an accommodation only for her, and that other blind
25 applicants would not be afforded the same opportunity to take an accessible exam with JAWS unless
26 they affirmatively requested and were approved for it as an accommodation in advance of the testing
27 date.

28 67. In addition, Ms. Fowler was told that she would have to go through an accommodations-request
process before she would have access to an accessible exam platform, requiring her and a treating

1 physician to complete additional paperwork, and that she would not be able to choose her exam schedule
2 as others do, thereby subjecting her to additional delays and unequal treatment.

3 68. No such extra time and cost burdens are placed on non-disabled applicants desiring to take CDI
4 licensing exams.

5 69. Ms. Fowler does not need and has not undertaken the process of requesting a reasonable
6 accommodation to take her license exams, particularly a process that requires her to take burdensome
7 steps sighted applicants do not have to take, because a universally accessible online exam that complied
8 with the mandatory technical access standards under California law would enable her to take the exam
9 under the same conditions as all other examinees without affirmatively requesting specific
10 accommodations.

11 70. Concerned that, like her, other blind applicants would have to go through a similar process of
12 successfully and accessibly scheduling their exam, only to discover on the scheduled day that the exam
13 itself was not accessible via screen reading platforms, Ms. Fowler has not accepted Defendants' changes,
14 since they are neither legally sufficient nor workable for her and other disabled applicants. Ms. Fowler
15 requests that Defendants use an accessible exam platform and ensure applicants can automatically take
16 exams with screen reading software such as JAWS without being required to request it as an
17 accommodation and provide supporting medical documentation.

18 71. On June 10, 2021, Defendants refused to affirmatively make the exam accessible to Ms. Fowler
19 and thus many other disabled users of assistive technology so they can automatically take the exam
20 without having to go through the burdensome accommodations process and obtain a medical evaluation.

21 72. On June 18, 2021, Ms. Fowler attempted to log in to the exam scheduling system to find out how
22 soon she might be able to take the exam if she decided to do so, only to discover that Defendants had
23 deactivated her account.

24 73. Ms. Fowler has suffered lost income because she was unable to start the job she was hired for by
25 the insurance carrier.

26 74. Ms. Fowler has also suffered humiliation, frustration, degradation, and emotional distress due to
27 Defendants' unequal treatment of her based on her disability and from the disparate impact caused by
28 Defendants' policy toward disabled applicants.

C. Mr. Mendez

1
2 75. Ms. Fowler had told Miguel Mendez about the opportunity she had been recruited for, and he
3 expressed his interest in similar job opportunities afforded by a CDI license.

4 76. However, like Ms. Fowler, Mr. Mendez has never taken an electronic exam using a
5 transcriptionist/amanuensis and would demand to take the exam independently using JAWS.

6 77. From his conversations with Ms. Fowler, Mr. Mendez knew that the CDI exam administered by
7 PSI is not accessible with JAWS, that JAWS users like himself cannot simply schedule and take the
8 online CDI licensing exam as non-disabled persons can, and that PSI would require him to obtain
9 medical documentation of his disability and go through its accommodations process just to schedule an
10 exam that could be taken using JAWS.

11 78. Mr. Mendez has visited CDI's website to obtain information regarding licensing exam scheduling
12 and testing information.

13 79. Mr. Mendez followed the instructions on the CDI website to visit the PSI website for information
14 regarding licensing exam scheduling and testing information.

15 80. Mr. Mendez created an account with the PSI website and has reviewed the published "special
16 arrangements" that require him to complete forms and obtain medical records before scheduling an
17 exam.

18 81. Mr. Mendez does not want to go through the hassle, time, and cost of an accommodations-
19 request process and medical review to take the exam under the same time and break constraints as
20 everyone else when other non-blind applicants need not go through that process.

21 82. To take advantage of the accessible exam platform, Mr. Mendez and his treating physician would
22 be required to complete and submit additional paperwork, and he would not be able to choose his exam
23 schedule as others do.

24 83. Mr. Mendez does not have a qualified physician on regular retainer who could offer any
25 competent opinion about his disability or need for assistive technology as required by the medical
26 evaluation forms. The medical documentation forms instruct that the authority rendering the diagnosis
27 should be used to document the need for the specific accommodations, yet Mr. Mendez's blindness is
28 longstanding, and he does not have convenient access to a medical professional rendering a diagnosis for
his condition. Further, Mr. Mendez does not wish to pay the medical costs, co-pays, travel costs to/from

1 a medical office and lost time from work or leisure to obtain the specific medical documentation
2 demanded by Defendants, including medical documentation that specifically meets Defendants'
3 requirements.

4 84. No such extra time and cost burdens are placed on non-disabled applicants desiring to take the
5 CDI licensing exam.

6 85. Mr. Mendez does not need, has not requested, and would not request a reasonable
7 accommodation or engage in an interactive process to take any license exams, because a universally
8 accessible online exam that complied with the mandatory technical access standards under California
9 law would enable him to take the exam under the same conditions as all other examinees.

10 86. Mr. Mendez would schedule and take the CDI licensing exam if he could do so independently
11 and accessibly using JAWS, just as non-blind applicants do.

12 87. Mr. Mendez has been deterred from attempting to take the exam for fear of experiencing the
13 inaccessible technology encountered by Ms. Fowler.

14 88. Mr. Mendez would like to sell insurance to supplement his earnings if he could do so without
15 subjecting himself to discriminatory conditions and unnecessary medical review that taking the licensing
16 exam requires.

17 **D. Mr. Cohen**

18 89. Mr. Cohen is and has been employed in the financial industry since before seeking CDI
19 licensure. In 2017, he sought a CDI Life and Health Insurance license to supplement his income and
20 open up additional employment opportunities for himself.

21 90. At that time, the licensing exams were administered solely at PSI testing centers and not yet
22 available remotely over the Internet on an applicant's personal computer system.

23 91. Mr. Cohen's preferred method of taking an electronic exam is to use JAWS without having to
24 expend any time requesting and ensuring accommodations for his disability.

25 92. However, Mr. Cohen's review of the online information provided by CDI and PSI regarding the
26 licensing exam led him to believe he could not use JAWS to take the exam, even were he to request that
27 as an accommodation.

28

1 93. Because of PSI's professed unavailability of JAWS, Mr. Cohen requested use of screen
2 magnification software to take the exam, and extra time to complete the exam to accommodate his
3 disability.

4 94. Mr. Cohen requires extra time as an accommodation when using screen magnification software
5 because his severely limited vision makes use of even enlarged material fatiguing and time-consuming.

6 95. Mr. Cohen requested those accommodations in approximately December 2017 but was unable to
7 take his exam until February 2018.

8 96. The delay in scheduling was due to PSI's approval and provision process for accommodations.

9 97. Non-disabled test-takers would not have been so delayed in scheduling their exam.

10 98. Because PSI requires medical documentation of disabilities when requesting accommodations,
11 Mr. Cohen had to travel to and from his physician's office at his expense, taking time off work, and also
12 had to pay a co-pay for the physician visit to have the form completed by his doctor.

13 99. Non-disabled test-takers would not have been required to incur such expenses.

14 100. In requesting screen magnification software, Mr. Cohen provided software options that he hoped
15 would be both effective and easy for PSI to provide.

16 101. Mr. Cohen requested specific screen magnification software by name and version to ensure that
17 there would be no confusion on PSI's part regarding his requested accommodations.

18 102. PSI approved his requested accommodations.

19 103. Mr. Cohen scheduled his exam administration at PSI's Sacramento testing center, as even though
20 it was one hour away by car, it was nonetheless the easiest PSI testing center for him to get to.

21 104. Being unable to drive himself due to his disability, Mr. Cohen arranged transportation to and
22 from PSI's Sacramento testing center for the exam at his own expense.

23 105. However, PSI staff informed him just before starting his exam that, notwithstanding their
24 approval by PSI, PSI had not arranged his technology accommodations as promised.

25 106. Instead, he was told that he would either have to take the exam using a human reader and scribe,
26 or else reschedule his exam for another date.

27 107. Despite his inexperience using a human reader and scribe, he chose to take the exam that day to
28 avoid a complete loss of his time, expense, and travel, and to avoid having to incur those losses again
should PSI fail to provide his approved accommodations in the future.

1 108. Despite these tribulations, Mr. Cohen passed the exam.

2 109. Mr. Cohen found the experience discriminatory and frustrating compared to the access he would
3 experience if taking the exam with JAWS, either from his home or at a PSI testing site.

4 110. Mr. Cohen would like to take an additional exam offered by CDI to expand the scope of his
5 license so that he may sell other insurance lines. Obtaining this additional licensure would increase his
6 employment prospects and ability to make sales in the field, and thus increase his income and
7 employment opportunities.

8 111. Mr. Cohen would schedule and take a CDI licensing exam for additional insurance lines if he
9 were able to do so independently and accessibly using JAWS, just as non-blind applicants do.

10 112. Mr. Cohen does not want to again go through the hassle, time, and cost of an interactive
11 accommodations-request process and medical review to take the exam under the same time and break
12 constraints as everyone else when other non-blind applicants need not go through that process.

13 113. He also does not want to seek alternate accommodations as he was forced to do for his February
14 2018 exam, as not only are those alternate accommodations less effective and more fatiguing, but PSI has
15 demonstrated that it does not provide those alternate accommodations even after it has approved them.

16 114. Mr. Cohen also desires an online exam administration to avoid the risk, time, and expense of
17 traveling to and from a testing center.

18 **V. FIRST CAUSE OF ACTION**

19 **Gov't Code § 11135 *et seq.***

20 **(By Individual Plaintiffs Against Defendants and PSI and CDI;**

21 **By Plaintiff NFB Against All Defendants)**

22 115. Plaintiffs re-allege and incorporate herein all previously alleged paragraphs of the Complaint.

23 116. Government Code section 11135(a) states that “[n]o person in the State of California shall, on the
24 basis of ... disability ... be unlawfully denied full and equal access to the benefits of, or be unlawfully
25 subjected to discrimination under, any program or activity that is conducted, operated, or administered
26 by the state or by any state agency, is funded directly by the state, or receives any financial assistance
27 from the state.”

28 117. It incorporates the requirements of Title II of the Americans with Disabilities Act (ADA) and its
implementing regulations, “except that if the laws of this state prescribe stronger protections and

1 prohibitions, the programs and activities subject to subdivision (a) shall be subject to the stronger
2 protections and prohibitions.” Gov’t Code § 11135(b).

3 118. Government Code section 7405(a) contains such stronger protections and prohibitions, requiring
4 technology procured or used by the government to comply with the accessibility requirements of Section
5 508 of the Rehabilitation Act, 29 U.S.C. § 794d, and its implementing regulations at 36 C.F.R. Part 1194.

6 119. Those requirements and regulations mandate that all electronic content, which includes online
7 content such as CDI’s online licensing exam or the online licensing exams of other state agencies, be
8 fully accessible for persons with disabilities, including blind persons. 29 U.S.C. § 794d(a)(1)(A); 36
9 C.F.R. § 1194 app. A § E205.

10 120. They do not permit any use of inaccessible technology, such as an inaccessible online exam,
11 unless using an accessible version for all persons would impose an undue burden. 29 U.S.C. §
12 794d(a)(1)(B).

13 121. By failing to ensure that the online licensing exams it offers for all examinees are compliant with
14 the accessibility requirements of Section 508 and its implementing regulations, as incorporated by
15 Section 7405 of the government code, CDI (and any other Doe Defendant state agency) is in violation of
16 Government Code Sections 11135 and 7405.

17 122. Title II of the ADA states that “no qualified individual with a disability shall, by reason of such
18 disability, be excluded from participation in or be denied the benefits of the services, programs, or
19 activities of a public entity, or be subjected to discrimination by any such entity.” 42 U.S.C. § 12132.

20 123. As a “department, agency, ... or other instrumentality of a state,” CDI (and any other Doe
21 Defendant state agency) is a public entity subject to the requirements of Title II of the ADA. 42 U.S.C. §
22 12131(1)(B).

23 124. CDI (and any other Doe Defendant state agency) must therefore “take appropriate steps to ensure
24 that communications with applicants . . . with disabilities are as effective as communications with
25 others.” 28 C.F.R. § 35.160(a)(1).

26 125. CDI (and any other Doe Defendant state agency) must “furnish appropriate auxiliary aids and
27 services where necessary to afford individuals with disabilities, including applicants, ... an equal
28 opportunity to participate in, and enjoy the benefits of,” its services, programs, and activities. 28 C.F.R. §
35.160(b)(1).

1 126. “Auxiliary aids and services includes ... accessible electronic and information technology or
2 other effective methods of making visually delivered materials available to individuals who are blind or
3 have low vision.” 28 C.F.R. § 35.104.

4 127. “In determining what types of auxiliary aids and services are necessary,” CDI (and any other Doe
5 Defendant state agency) must “give primary consideration to the requests of individuals with
6 disabilities.” 28 C.F.R. § 35.160(b)(2).

7 128. “In order to be effective, auxiliary aids and services must be provided in accessible formats, in a
8 timely manner, and in such a way as to protect the privacy and independence of [an] individual with a
9 disability.” 28 C.F.R. § 35.160(b)(2).

10 129. By offering less timely scheduling for accessible online exams, requiring privacy-invasive
11 documentation of a disability to have access to an accessible online exam, and failing to ensure that its
12 online exams are accessible for blind persons, CDI (and any other Doe Defendant state agency) has
13 failed to provide necessary and effective auxiliary aids and services for blind applicants.

14 130. CDI (and any other Doe Defendant state agency) also may not, directly or through contractual,
15 licensing, or other arrangements, discriminate against qualified individuals with disabilities by:

- 16 a. Denying them the opportunity to participate in or benefit from its aids, benefits, and services (28
17 C.F.R. § 35.130(b)(1)(i));
- 18 b. Affording them opportunities to participate in or benefit from its aids, benefits, or services that are
19 not equal to those afforded others (28 C.F.R. § 35.130(b)(1)(ii));
- 20 c. Providing them with aids, benefits, or services that are not as effective in affording equal
21 opportunity to obtain the same results, to gain the same benefits, or to reach the same level of
22 achievement as those provided to others (28 C.F.R. § 35.130(b)(1)(iii));
- 23 d. Providing them with different or separate aids, benefits, or services than are provided to others (28
24 C.F.R. § 35.130(b)(1)(iv));
- 25 e. Providing significant assistance to an entity that discriminates against them on the basis of
26 disability (28 C.F.R. § 35.130(b)(1)(v)); or
- 27 f. Otherwise limiting them in the enjoyment of any right, privilege, advantage, or opportunity
28 enjoyed by others receiving its aids, benefits, or services (28 C.F.R. § 35.130(b)(1)(vii)).

1 131. By contracting with PSI to schedule and administer licensing exams that are not accessible to
2 blind applicants, CDI (and any other Doe Defendant state agency) denies those applicants the
3 opportunity to benefit from the online licensing exam and schedule; affords them unequal opportunities
4 to participate in the licensing program; provides them with different or separate benefits and services
5 that are also not as effective as those provided others; provides significant monetary assistance to PSI,
6 despite PSI’s discrimination against blind persons in the scheduling and administration of licensing
7 exams; and otherwise limits blind applicants in their enjoyment of the rights, privileges, advantages, and
8 opportunities afforded others such as being able to independently take licensing exams on an equally
9 convenient schedule to others.

10 132. CDI (and any other Doe Defendant state agency) also “may not, directly or through contractual
11 or other arrangements, utilize criteria or methods of administration ... [t]hat have the effect of subjecting
12 qualified individuals with disabilities to discrimination on the basis of disability.” 28 C.F.R. §
13 35.130(b)(3).

14 133. By contracting with PSI to schedule and administer licensing exams that are not accessible to
15 blind applicants, CDI (and any other Doe Defendant state agency) utilizes a vision criterion for its online
16 licensing exams and administers its licensing program in a manner that has the effect of subjecting blind
17 applicants to discrimination because of their blindness.

18 134. CDI (and any other Doe Defendant state agency) must “make reasonable modifications in
19 policies, practices, or procedures when the modifications are necessary to avoid discrimination on the
20 basis of disability.” 28 C.F.R. § 35.130(b)(7)(i).

21 135. CDI (and any other Doe Defendant state agency) has not modified its policies, practices, or
22 procedures to ensure that blind applicants may independently schedule and take the same licensing
23 exams under the same circumstances, documentation requirements, and scheduling constraints as other
24 applicants, despite the necessity of those reasonable modifications to ensure that blind applicants do not
25 suffer disability-based discrimination.

26 136. CDI (and any other Doe Defendant state agency) also may not impose or apply eligibility criteria
27 that screen out or tend to screen out individuals with disabilities from fully and equally enjoying any of
28 its services, programs, or activities. 28 C.F.R. § 35.130(b)(8).

1 137. By offering online licensing exams that are not accessible to blind applicants and imposing a
2 restricted schedule and unnecessary documentation requirements for blind applicants to take its licensing
3 exam, CDI (and any other Doe Defendant state agency) imposes a vision criterion that screens out blind
4 applicants from fully and equally enjoying its scheduling and administration of its licensing exam.

5 138. CDI (and any other Doe Defendant state agency) also “may not administer a licensing or
6 certification program in a manner that subjects qualified individuals with disabilities to discrimination on
7 the basis of disability.” 28 C.F.R. § 35.130(b)(6).

8 139. CDI (and any other Doe Defendant state agency) must “administer services, programs, and
9 activities in the most *integrated* setting appropriate to the needs of qualified individuals with
10 disabilities.” 28 C.F.R. § 35.130(d) (emphasis added).

11 140. CDI (and any other Doe Defendant state agency) may not “require an individual with a disability
12 to accept an accommodation, aid, service, opportunity, or benefit provided under the ADA or this part
13 which such individual chooses not to accept.” 28 C.F.R. § 35.130(e)(1).

14 141. Further, CDI (and any other Doe Defendant state agency) may not deny a qualified individual
15 with a disability the opportunity to participate in services, programs, or activities that are not separate or
16 different, despite the existence of permissibly separate or different programs or activities. 28 C.F.R. §
17 35.130(b)(2).

18 142. By restricting licensing-exam scheduling and imposing extra documentation requirements for
19 blind applicants, offering online exams using technology that is unnecessarily inaccessible to blind
20 applicants, segregating exam administrations for blind applicants, forcing blind applicants to accept un-
21 asked-for aids and accommodations, and for all the other reasons stated above, CDI (and any other Doe
22 Defendant state agency) administers its licensing program in a manner that subjects blind applicants to
23 discrimination based on their blindness.

24 143. By violating Title II of the ADA as alleged in this complaint, CDI (and any other Doe Defendant
25 state agency) is in violation of Government Code section 11135.

26 144. By refusing to ensure that the CDI (and any other Doe Defendant state agency) online licensing
27 exams offered for all examinees are compliant with Section 508 accessibility requirements, PSI has
28 violated Government Code sections 11135 and 7405.

1 145. Defendants are and were aware of the requirements of Government Code sections 11135 and
2 7405.

3 146. Legal remedies being insufficient, equitable remedies are necessary to stop Defendants' current
4 and future violations.

5 VI. SECOND CAUSE OF ACTION

6 Unruh Civil Rights Act, Civ. Code § 51 *et seq.*

7 (By Individual Plaintiffs Against Defendants PSI and CDI)

8 147. Plaintiffs re-allege and incorporate herein all previously alleged paragraphs of the Complaint.

9 148. All persons in California, regardless of disability, are entitled to the full and equal
10 accommodations, advantages, facilities, privileges, or services in all business establishments of every
11 kind whatsoever. Civ. Code § 51(b).

12 149. CDI and PSI conduct business with applicants seeking California insurance licensure.

13 150. CDI is a business establishment within the jurisdiction of the state of California, and as such is
14 obligated to comply with the provisions of the Unruh Act. Civ. Code § 51 *et seq.*

15 151. PSI is a business establishment within the jurisdiction of the state of California, and as such is
16 obligated to comply with the provisions of the Unruh Act. Civ. Code § 51 *et seq.*

17 152. A violation of the right of any individual under the ADA also constitutes a violation of the Unruh
18 Civil Rights Act. Civ. Code § 51(f).

19 153. By violating Title II of the ADA as alleged in this complaint, and by denying blind applicants the
20 full and equal accommodations, advantages, privileges, or services of its licensing program, CDI has
21 violated the Unruh Act.

22 154. Title V of the ADA states that it "shall be unlawful to ... interfere with any individual in the
23 exercise or enjoyment of, or on account of his or her having exercised or enjoyed, or on account of his or
24 her having aided or encouraged any other individual in the exercise or enjoyment of, any right granted or
25 protected by [the ADA]." 42 U.S.C. § 12203(b).

26 155. PSI, as a private entity, may not interfere with individuals in the exercise or enjoyment of any
27 right granted or protected by Title II of the ADA or its implementing regulations. 28 C.F.R. § 35.134(b).

28

1 156. By developing and continuing to use an online examination platform for CDI licensing exams
2 that is not accessible to blind applicants, PSI interfered and continues to interfere with blind applicants'
3 rights under Title II of the ADA, as alleged herein.

4 157. PSI's interference with those rights was either intentional, or knowing and deliberately
5 indifferent.

6 158. By violating Title V of the ADA as alleged in this complaint, and by denying blind applicants the
7 full and equal accommodations, advantages, privileges, or services of the online CDI licensing exams it
8 administers, PSI has violated the Unruh Act.

9 159. "Whoever denies, aids or incites a denial, or makes any discrimination or distinction contrary to
10 Section 51 [or] 51.5 ... is liable for each and every offense" for actual and exemplary damages, attorney
11 fees and costs, and preventive relief. Civ. Code §§ 52(a) and (c)(3).

12 160. By administering CDI's licensing exams in a manner that discriminates against blind applicants,
13 as alleged herein, PSI has aided or incited CDI's denials, discriminations, or distinctions contrary to
14 Civil Code section 51, in violation of the Unruh Act.

15 161. Title III of the ADA requires that any private entity "that offers examinations . . . related to
16 applications, licensing, certification, or credentialing for ... professional, or trade purposes shall offer
17 such examinations in a place and manner accessible to persons with disabilities or offer alternative
18 accessible arrangements for such individuals." 42 U.S.C. § 12189; 28 C.F.R. § 36.309(a).

19 162. CDI's licensing exams are examinations related to licensing, certification, or credentialing for
20 professional or trade purposes.

21 163. As an entity that is not a public entity and that is offering CDI's licensing exams, PSI is subject
22 to the above Title III requirements. 28 C.F.R. § 36.104.

23 164. In administering CDI licensing exams, PSI must assure that examinations designed for blind
24 applicants are "offered at equally convenient locations, as often, and in as timely a manner as are other
25 examinations." 28 C.F.R. § 36.309(b)(1)(ii).

26 165. By limiting the times that a blind applicant may schedule the CDI licensing exams relative to the
27 times that other applicants may schedule the CDI licensing exams, PSI has failed to assure that
28 examinations for blind applicants are offered as often and in as timely a manner as for others.

1 166. PSI must also assure that “[a]ny request for documentation, if such documentation is required, is
2 reasonable and limited to the need for the modification, accommodation, or auxiliary aid or service
3 requested” by a blind applicant. 28 C.F.R. § 36.309(b)(1)(iv).

4 167. By requiring extensive medical documentation where a disability such as blindness is obvious;
5 where the need for an auxiliary aid or service such as an accessible version of an electronic examination
6 is also obvious; and where no other modification such as extra time or breaks are requested; PSI has
7 failed to assure that its request for documentation is reasonable and limited to the need for an accessible
8 online examination.

9 168. By violating Title III of the ADA as described herein, and by denying blind applicants the full
10 and equal accommodations, advantages, privileges, or services of the online CDI licensing exams it
11 administers, PSI has violated the Unruh Act.

12 169. Furthermore, by intentionally denying blind applicants the full and equal accommodations,
13 advantages, privileges, or services of online CDI licensing exams even after being asked to take
14 corrective action by Ms. Fowler, Defendants violate the Unruh Act, beyond their violations of Title III of
15 the ADA.

16 170. Defendants’ actions constitute willful and unlawfully motivated misconduct.

17 171. Defendants’ actions have a disparate impact on blind persons using screen reading software.

18 172. As a result of Defendants’ violations, Individual Plaintiffs have suffered damages, including
19 emotional distress and lost income opportunities.

20 173. Plaintiff Cohen does not seek damages for any violations occurring in 2017 and 2018 that fall
21 outside the applicable statute of limitations period.

22 174. Legal remedies being insufficient, equitable remedies are necessary to stop Defendants’ current
23 and future violations.

24 175. Plaintiffs seek no damages from CDI under the Unruh Act.

25 **VII. THIRD CAUSE OF ACTION**

26 **Disabled Persons Act, Civ. Code § 54 *et seq.***

27 **(By Individual Plaintiffs Against Defendant PSI only)**

28 176. Plaintiffs re-allege and incorporate herein all previously alleged paragraphs of the Complaint.

1 177. Individuals with disabilities have the same right as the general public to the full and free use of
2 all public places. Civ. Code § 54(a).

3 178. They are also “entitled to full and equal access, as other members of the general public, to
4 accommodations, advantages, ... and privileges of all ... places of public accommodation, amusement,
5 or resort, and other places to which the general public is invited, subject only to the conditions and
6 limitations established by law, or state or federal regulation, and applicable alike to all persons.” Civ.
7 Code § 54.1(a)(1).

8 179. PSI operates a public place, place of public accommodation, or place to which the general public
9 is invited within the meaning of Civil Code sections 54-54.3.

10 180. Through its actions herein, PSI has denied blind applicants full and equal access to the
11 accommodations, advantages and privileges that it offers other members of the general public, in
12 violation of Civil Code section 54.1(a)(1).

13 181. A violation of the right of any individual under the ADA also constitutes a violation of the
14 Disabled Persons Act. Civ. Code § 54(c).

15 182. “Any person or persons, firm or corporation who denies or interferes with the rights of an
16 individual with a disability under Sections 54 [or] 54.1 ... is liable for each offense” for actual and
17 exemplary damages, as well as attorneys’ fees and costs. Civ. Code § 54.3(a).

18 183. PSI’s violations of Title II of the ADA as described herein, as well as their denial to blind
19 applicants of full and equal access to online licensing exams, constitute violations of the DPA.

20 184. By violating Title V of the ADA as alleged herein, by denying blind applicants full and equal
21 access to CDI licensing exams, and by interfering with Plaintiffs’ rights to be free from discrimination
22 by CDI as alleged herein, PSI has violated the DPA.

23 185. As a result of these violations, Individual Plaintiffs have suffered damages, including emotional
24 distress and lost income opportunities.

25 186. Plaintiff Cohen does not seek damages for any violations occurring in 2017 and 2018 that fall
26 outside the applicable statute of limitations period.

27 187. Plaintiffs neither seek relief from CDI under, nor make any claim directly against CDI pursuant
28 to the DPA.

188. Plaintiffs seek no relief under, nor make any claim pursuant to Civil Code section 55.

1 **VIII. FOURTH CAUSE OF ACTION**

2 **Code of Civil Procedure § 1060**

3 **(By Individual Plaintiffs Against Defendants PSI and CDI;**

4 **By Plaintiff NFB Against All Defendants)**

5 189. Plaintiffs re-allege and incorporate herein all previously alleged paragraphs of the Complaint.

6 190. Plaintiffs allege that CDI (and any other Doe Defendant state agency) and PSI have violated
7 Government Code sections 11135 and 7405 and the Unruh Civil Rights Act, Civ. Code § 51 *et seq.*, by
8 failing to affirmatively make their exams accessible to blind persons using screen reading software and
9 otherwise failing to provide full and equal access to the technology used in their examination and
10 licensing programs.

11 191. Defendants dispute Plaintiffs' allegations and the extent of their legal obligations to make the
12 exam technology independently accessible and available without request and medical evaluation.

13 192. A declaratory judgment is necessary to clarify the respective rights of the parties.

14 193. Plaintiffs do not seek declaratory relief under the Disabled Persons Act.

15 **IX. RELIEF REQUESTED**

16 Wherefore, Plaintiffs respectfully request that the court:

17 a. Declare that:

18 i. Government Code sections 11135 and 7405 and the Unruh Act, Civ. Code § 51 *et seq.*, and
19 the government contracts between CDI (and any other Doe Defendant state agency) and
20 PSI, require all online licensing examinations offered by Defendants to be fully and
21 equally accessible to blind examinees using screen reading software without conditioning
22 access to such accommodations on medical evaluations or restrictive scheduling;

23 ii. Government Code sections 11135 and 7405, and the government contracts between CDI
24 (and any other Doe Defendant state agency) and PSI, require all licensing examination
25 technology used by Defendants for state licensing examinations to comply with the
26 accessibility requirements of Section 508 of the Rehabilitation Act and its implementing
27 regulations; *and*

28 iii. Defendants have violated Government Code sections 11135 and 7405 and the Unruh Act,
Civ. Code § 51 *et seq.* by failing to affirmatively make their examinations fully, equally,

1 and unconditionally accessible to blind examinees using screen reading software and by
2 failing to use licensing examination technology that complies with the accessibility
3 requirements of Section 508 of the Rehabilitation Act and its implementing regulations;

4 b. Order Defendants to ensure that all online licensing exams for all examinees comply with
5 Section 508 technical accessibility requirements, as required by Government Code sections
6 III35 and 7405;

7 c. Order CDI (and any other Doe Defendant state agency) to withhold any state funds from PSI
8 until it is in full compliance with Government Code section III35;

9 d. Order PSI to pay damages to Individual Plaintiffs for each and every violation of the Unruh
10 Act, or in the alternative for each and every violation of the DPA;

11 e. Order Defendants to pay Plaintiffs' reasonable attorneys' fees and costs pursuant to Civil
12 Code sections 52 and 54.3 and Code of Civil Procedure section 1021.5; and

13 f. Order any other relief the court deems necessary and proper.

14
15
16 DATED: August 2, 2022

Respectfully submitted,

TRE LEGAL PRACTICE

/s/ Timothy Elder

Timothy Elder

Attorneys for Plaintiffs

1 **PROOF OF SERVICE**

2 I, Kristopher A. Nelson, declare.

- 3 1. I am over 18 years of age and not a party to this action.
- 4 2. My business address is 1155 Market Street, 10th Floor, San Francisco, CA 94103.
- 5 3. On August 2, 2022, I served the following document(s) via electronic service provider of the
- 6 court on all parties of record in this action:

7
 8 SECOND AMENDED COMPLAINT FOR DISABILITY DISCRIMINATION IN
 9 VIOLATION OF GOV'T CODE § 11135 *ET SEQ.*; THE UNRUH CIVIL RIGHTS ACT, CIV.
 10 CODE § 51 *ET SEQ.*; THE DISABLED PERSONS ACT, CIV. CODE § 54 *ET SEQ.*; AND
 11 FOR DECLARATORY RELIEF

- 12 4. Persons served include:

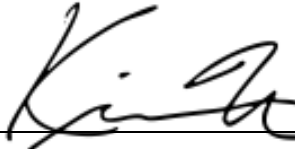
13 Attorneys for Defendant PSI Services LLC:

- 14 TRACY RANE – trane@ballardsphar.com
- 15 BRIAN D. HUBEN - HubenB@ballardspahr.com

16 Attorneys for Defendant California Department of Insurance:

- 17 MICHAEL D. GOWE - Michael.Gowe@doj.ca.gov
- 18 CARA M. PORTER - Cara.Porter@doj.ca.gov

19 I declare under penalty of perjury under the laws of the State of California that the foregoing is true
20 and correct. Executed at Imperial Beach, California on August 2, 2022.

21
 22 
 23 _____
 24 Kristopher A. Nelson