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UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN FRANCISCO DIVISION

NATIONAL FEDERATION OF THE
BLIND, the NATIONAL FEDERATION OF
THE BLIND OF CALIFORNIA, on behalf of
their members and all others similarly situated,
BRUCE F. SEXTON, on behalf of himself and
all others similarly situated, MELISSA
WILLIAMSON, on behalf of herself and all
other similarly situated, and JAMES P.
MARKS, on behalf of himself and all other
similarly situated,

Plaintiffs,

v.

TARGET CORPORATION

Defendant.

Case No.: C 06-01802 MHP

CLASS ACTION

**SECOND AMENDED COMPLAINT FOR
INJUNCTIVE AND DECLARATORY
RELIEF AND DAMAGES FOR
VIOLATIONS OF THE UNRUH CIVIL
RIGHTS ACT, CAL. CIV. CODE § 51,
THE CALIFORNIA DISABLED
PERSONS ACT, CAL. CIV. CODE § 54,
AND THE AMERICANS WITH
DISABILITIES ACT, 42 U.S.C. §§ 12101, et
seq.**

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INTRODUCTION

Plaintiffs complain of Defendant and allege herein as follows:

1. This class action seeks to put an end to systemic civil rights violations committed by Defendant Target Corporation (hereafter "Target") against the blind in California and across the United States. Target is denying blind individuals throughout the United States equal access to the goods and services Target provides to its non-disabled customers through <http://www.target.com> (hereafter "Target.com" and "the website"). Target.com provides to the public a wide array of the goods, services, price discounts, employment opportunities and other programs offered by Target. Yet, Target.com contains thousands of access barriers that make it difficult if not impossible for blind customers to use the website. In fact, the access barriers make it literally impossible for blind users to even complete a transaction on the website. Target thus excludes the blind from full and equal participation in the growing Internet economy that is increasingly a fundamental part of the common market place and daily life.

JURISDICTION

2. This Court has subject matter jurisdiction of this action pursuant to 28 U.S.C. § 1331 and 42 U.S.C. § 12188, for Plaintiffs' claims arising under the Americans with Disabilities Act, 42 U.S.C. §§ 12101, *et seq.*

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

VENUE

4. Venue is proper in the Northern District pursuant to 28 U.S.C. §§ 1391(b)-(c) and 1441(a).

5. The Northern District of California is the venue District Court of the United States for the district and division embracing the California Superior Court in which this case was pending and from which Defendant removed this action.

6. Defendant Target is registered to do business in California and has been doing business in California, including the Northern District of California. Defendant maintains at

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1 least 205 stores in California and has several stores in the Northern District of California. It is
2 subject to personal jurisdiction in this District. Defendant also has been and is committing the
3 acts alleged herein in the Northern District of California, has been and is violating the rights of
4 consumers in the Northern District of California, and has been and is causing injury to
5 consumers in the Northern District of California. A substantial part of the acts and omissions
6 giving rise to Plaintiffs' claims have occurred in the Northern District of California.

7 7. Members of the class and subclass reside in the Northern District of California.
8 Plaintiff Sexton is a California citizen and resides in the Northern District of California. He has
9 experienced injury in this District as a result of Target's inaccessible website. Additionally,
10 National Federation of the Blind of California has several local chapters in the Northern District
11 of California.

12 **PARTIES**

13 8. Plaintiff the National Federation of the Blind (hereafter "NFB") is a national
14 advocacy organization. The NFB, the oldest and largest national organization of blind persons,
15 is a non-profit corporation duly organized under the laws of the District of Columbia with its
16 principal place of business in Baltimore, Maryland. It has affiliates in all 50 states (including
17 California) as well as Washington, D.C. and Puerto Rico. The vast majority of its approximately
18 50,000 members are blind persons. The NFB is widely recognized by the public, Congress,
19 executive agencies of government and the courts as a collective and representative voice on
20 behalf of blind Americans and their families. The purpose of the NFB is to promote the general
21 welfare of the blind by (1) assisting the blind in their efforts to integrate themselves into society
22 on terms of equality and (2) removing barriers and changing social attitudes, stereotypes and
23 mistaken beliefs that sighted and blind persons hold concerning the limitations created by
24 blindness and that result in the denial of opportunity to blind persons in virtually every sphere of
25 life. The NFB and many of its members have long been actively involved in promoting adaptive
26 technology for the blind, so that blind persons can live and work independently in today's
27 technology-dependent world. NFB members reside throughout the United States, including the
28 state of California. Many NFB members would use the services of Target.com if the website

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1 were made independently usable by the blind. NFB sues on behalf of its members throughout
2 California and the United States, as well as on behalf of other blind individuals throughout
3 California and the United States.

4 9. Plaintiff the National Federation of the Blind of California (hereafter "NFB of
5 California") is a state affiliate of the National Federation of the Blind. NFB of California is a
6 California corporation and carries out NFB's objectives at the state level. It has local chapters
7 throughout California, including in Alameda County.

8 10. Plaintiff Sexton is a member of the NFB and the NFB of California. He is blind
9 and has been denied the full use and enjoyment of facilities, goods and services of Target.com.
10 Plaintiff Sexton is a resident of Alameda County.¹

11 11. Plaintiff Williamson is a member of the NFB. She is legally blind and uses screen
12 access software to access the internet. Plaintiff Williamson has been denied the full enjoyment
13 of the facilities, goods and services of Target.com, as well as to the facilities, goods and services
14 of Target's retail stores, as a result of accessibility barriers on Target.com. Plaintiff Williamson
15 has standing for, among other things, Plaintiffs' third cause of action under the ADA, because
16 the inaccessibility of Target.com has deterred her from shopping at Target stores.

17 12. Plaintiff Marks is a member of the NFB. He is legally blind and uses screen
18 access software to access the internet. Plaintiff Marks has been denied the full enjoyment of the
19 facilities, goods and services of Target.com, as well as to the facilities, goods and services of
20 Target's retail stores, as a result of accessibility barriers on Target.com. Plaintiff Marks has
21 standing for, among other things Plaintiffs' third cause of action under the ADA, because the
22 inaccessibility of Target.com has deterred him from shopping at Target stores, and has forced
23 him to have to pay an aide to accompany him when he does shop at Target stores.

24 13. Defendant Target, a for-profit corporation, owns, operates and/or maintains places
25 of public accommodations. There are currently approximately 1,400 Target retail stores in 47
26 States, including 205 stores in California. These stores provide to the public important goods,
27

28 ¹ Plaintiff Sexton's claim under the ADA has been dismissed per the Court's September 28, 2007 order. Plaintiff
Sexton is therefore only a Plaintiff for purposes of Plaintiffs' First, Second and Fourth causes of action.

1 such as clothing, pharmaceuticals, and household items. Target also provides to the public a
2 website service known as Target.com. Among other things, Target.com provides access to the
3 array of goods and services offered to the public by Target, including special pricing offers and
4 other benefits related to these goods and services. Plaintiffs seek full and equal access to the
5 goods and services provided by Target through Target.com.

6 **CLASS ACTION ALLEGATIONS**

7 14. Plaintiffs seek certification of the following nationwide class pursuant to
8 Fed.R.Civ.P. 23(a) and 23 (b)(2): “all legally blind individuals in the United States who have
9 attempted to access Target.com and as a result have been denied access to the enjoyment of
10 goods and services offered in Target stores, at any time from February 7, 2003 through the
11 duration of any injunctive relief ordered by the Court.”

12 15. Plaintiffs seek certification of the following California subclass pursuant to
13 Fed.R.Civ.P. 23(a), 23(b)(2), and, alternatively, 23(b)(3): “all legally blind individuals in
14 California who have attempted to access Target.com, at any time from February 7, 2003 through
15 the duration of any injunctive relief ordered by the Court.”

16 16. The persons in the class are so numerous that joinder of all such persons is
17 impractical and the disposition of their claims in a class action is a benefit to the parties and to
18 the Court.

19 17. There are common questions of law and fact involved affecting the parties to be
20 represented in that they all have been and/or are being denied their civil rights to full and equal
21 access to, and use and enjoyment of, Target’s goods, facilities and/or services due to the lack of
22 access to Target.com required by law for persons with disabilities.

23 18. The claims of the named Plaintiffs are typical of those of the class.

24 19. Plaintiffs will fairly and adequately represent and protect the interests of the
25 members of the Class. Plaintiffs have retained and are represented by counsel competent and
26 experienced in complex class action litigation, including class actions brought under the
27 Americans with Disabilities Act and California law requiring full and equal access for people
28 with disabilities.

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1 20. Class certification of the claims is appropriate pursuant to Fed. R. Civ P. 23(b)(2)
2 because Defendant Target has acted or refused to act on grounds generally applicable to the
3 Class, making appropriate both declaratory and injunctive relief with respect to Plaintiffs and the
4 Class as a whole.

5 21. Alternatively, class certification is appropriate under Fed. R. Civ. P. 23(b)(3)
6 because questions of law and fact common to Class members predominate over questions
7 affecting only individual class members, and because a class action is superior to other available
8 methods for the fair and efficient adjudication of this litigation.

9 22. References to Plaintiffs shall be deemed to include the named Plaintiffs and each
10 member of the class, unless otherwise indicated.

11 **FACTS**

12 23. Target operates Target Stores, a chain of large, general merchandise discount
13 stores. The company currently operates over 1,400 Target stores in 47 states.

14 24. Target.com is a service and benefit offered by Target and Target Stores
15 throughout the United States, including California. Target.com is owned, controlled and/or
16 operated by Target. Target.com states that it is “powered by” Amazon.com, Inc.

17 25. Target.com is a commercial website that offers products and services for online
18 sale and home delivery that are available in Target retail stores. The online store allows the user
19 to browse products, product descriptions and prices; view sale items and discounts for online
20 shopping; print coupons for use in Target retail stores; purchase items for home delivery; order
21 pharmacy items and have prescriptions filled for pickup at Target retail stores; find retail store
22 locations; and perform a variety of other functions.

23 26. Among the features offered by Target.com are the following:

- 24 • a store locator, allowing persons who wish to shop at a Target store to learn its
- 25 location, hours, and phone numbers;
- 26 • an online pharmacy, allowing a customer to order a prescription refill online for
- 27 pickup at a Target store;

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- 1 • an online photo shop, allowing a customer to order photo prints for pickup at a
- 2 Target store;
- 3 • weekly ads, allowing a customer to know what items are on sale at a particular
- 4 Target store location;
- 5 • coupons for groceries, eyeglasses and portrait photos, among others, that may be
- 6 redeemed at Target stores;
- 7 • online wedding and baby registries to allow shoppers at a Target store to purchase
- 8 a gift for a Target.com user;
- 9 • information about Target's REDcardSM program and other financial products and
- 10 services offered by Target;
- 11 • information about Target's community programs such as Ready. Sit. Read! or
- 12 Start Something®;
- 13 • information about Target Corporation's employment opportunities, investor
- 14 information and company policies; and
- 15 • sale of many of the products and services available at Target stores in California.

16 27. This case arises out of Target's policy and practice of denying the blind access to
17 Target.com, including the goods and services offered by Target stores through Target.com. Due
18 to Target's failure and refusal to remove access barriers to Target.com, blind individuals have
19 been and are being denied equal access to Target stores, as well as to the numerous goods,
20 services and benefits offered to the public through Target.com

21 28. Target denies the blind access to goods, services and information made available
22 through Target.com by preventing them from freely navigating Target.com.

23 29. The Internet has become a significant source of information, for conducting
24 business and for doing everyday activities such as shopping, banking, etc., for sighted and blind
25 persons.

26 30. The blind access websites by using keyboards in conjunction with screen-reading
27 software which vocalizes visual information on a computer screen. Except for a blind person
28 whose residual vision is still sufficient to use magnification, screen access software provides the

1 only method by which a blind person can independently access the Internet. Unless websites are
2 designed to allow for use in this manner, blind persons are unable to fully access Internet
3 websites and the information, products and services contained therein.

4 31. There are well-established guidelines for making websites accessible to blind
5 people. These guidelines have been in place for at least several years and have been followed
6 successfully by other large business entities in making their websites accessible. The Web
7 Accessibility Initiative (WAI), a project of the World Wide Web Consortium which is the
8 leading standards organization of the Web, has developed guidelines for website accessibility.
9 The federal government has also promulgated website accessibility standards under Section 508
10 of the Rehabilitation Act. These guidelines are readily available via the Internet, so that a
11 business designing a website can easily access them. These guidelines recommend several basic
12 components for making websites accessible, including, but not limited to: adding invisible alt-
13 text to graphics; ensuring that all functions can be performed using a keyboard and not just a
14 mouse; ensuring that image maps are accessible, and adding headings so that blind people can
15 easily navigate the site. Without these very basic components a website will be inaccessible to a
16 blind person using a screen reader.

17 32. Target.com contains access barriers that prevent free and full use by blind persons
18 using keyboards and screen reading software. These barriers are pervasive and include, but are
19 not limited to: lack of alt-text on graphics, inaccessible image maps, the lack of adequate
20 prompting and labeling; the denial of keyboard access; and the requirement that transactions be
21 performed solely with a mouse.

22 33. Alternative text ("Alt-text") is invisible code embedded beneath a graphical image
23 on a website. Web accessibility requires that alt-text be coded with each picture so that a screen
24 reader can speak the alternative text while a sighted user sees the picture. Alt-text does not
25 change the visual presentation except that it appears as a text pop-up when the mouse moves
26 over the picture. There are many important pictures on Target.com that lack a text equivalent.
27 The lack of Alt-text on these graphics prevents screen readers from accurately vocalizing a
28 description of the graphics. (Screen readers detect and vocalize Alt-text to provide a description

1 of the image to a blind computer user.) As a result, blind Target customers are unable to
2 determine what is on the website, browse the site, look for Target locations, investigate Target
3 programs and specials, and/or make any purchases.

4 34. Similarly, Target.com lacks accessible image maps. An image map is a function
5 that combines multiple words and links into one single image. Visual details on this single
6 image highlight different “hot spots,” which, when clicked on, allow the user to jump to many
7 different destinations within the website. For an image map to be accessible, it must contain Alt-
8 text for the various “hot spots.” The image maps on Target.com do not contain adequate Alt-text
9 and are therefore inaccessible.

10 35. Target.com also lacks prompting information and accommodations necessary to
11 allow blind shoppers who use screen readers to locate and accurately fill-out online forms. On a
12 shopping site such as Target.com, these forms include search fields to locate products, fields that
13 specify the number of items desired, and fields used to fill-out personal information, including
14 address and credit card information. Due to the lack of adequate labeling, blind customers
15 cannot easily make purchases or inquiries as to Target’s products or programs, nor can they enter
16 their personal identification and financial information with confidence and security.

17 36. The lack of navigation links on Target.com makes attempting to navigate through
18 Target.com even more time consuming and confusing for blind consumers

19 37. Target.com requires the use of a mouse to complete a transaction. Yet, it is a
20 fundamental tenet of web accessibility that for a web page to be accessible to blind people, it
21 must be possible for the user to interact with the page using only the keyboard. Indeed, blind
22 users cannot use a mouse because manipulating the mouse is a visual activity of moving the
23 mouse pointer from one visual spot on the page to another. Thus, Target.com’s inaccessible
24 design, which requires the use of a mouse to complete a transaction, denies blind Target
25 customers the ability to independently make purchases on Target.com.

26 38. Due to Target.com’s inaccessibility, blind Target customers must in turn spend
27 time, energy, and/or money to make their purchases at a Target store. Some blind customers
28 may require a driver to get to the store or require assistance in navigating the store. By contrast,

1 if Target.com were accessible, a blind person could independently investigate products and
2 programs and make purchases via the Internet as sighted individuals can and do.

3 39. Target.com thus contains access barriers which deny full and equal access to
4 Plaintiffs, who would otherwise use Target.com and who would otherwise be able to fully and
5 equally enjoy the benefits and services of Target stores in California.

6 40. On May 5, 2005, Plaintiff National Federation of the Blind notified Target of the
7 unlawful accessibility barriers on its website. The Parties entered into structured negotiations
8 pursuant to a litigation standstill/tolling agreement executed on September 1, 2005. The Parties
9 were unable to resolve the matter in negotiations. Plaintiffs initially filed this action in the
10 Superior Court of California for the County of Alameda on February 7, 2006, after the standstill
11 agreement expired. Defendant was served on or about February 14, 2006. On March 9, 2006,
12 Defendant removed the case to this Court.

13 **FIRST CAUSE OF ACTION**

14 (Violation of California Civil Code §§ 51, *et seq.* – the Unruh Civil Rights Act)
15 (on behalf of Plaintiffs and California subclass)

16 41. Plaintiffs incorporate by reference the foregoing allegations as though fully set
17 forth herein.

18 42. California Civil Code §§ 51, *et seq.* guarantees equal access for people with
19 disabilities to the accommodations, advantages, facilities, privileges and services of all business
20 establishments of any kind whatsoever. Target is systematically violating the Unruh Civil Rights
21 Act, California Civil Code §§ 51, *et seq.*

22 43. Target is a "business establishment" within the meaning of California Civil Code
23 §§ 51, *et seq.* Target generates billions of dollars in revenue from the sale of goods in California
24 through its 205 stores and Target.com. Target.com is a service provided by Target which is
25 inaccessible to patrons who are blind. This inaccessibility denies blind patrons full and equal
26 access to the facilities, goods and services that Target makes available to the non-disabled public.
27 Target is violating the Unruh Civil Rights Act, California Civil Code §§ 51, *et seq.*, in that
28

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1 Target is denying blind customers the goods and services provided by Target.com. These
2 violations are ongoing.

3 44. Target’s actions constitute intentional discrimination against the class on the basis
4 of a disability in violation of the Unruh Civil Rights Act, California Code §§51 *et seq.*, in that:
5 Target has constructed a website that is inaccessible to class members; maintains the website in
6 this inaccessible form; and has failed to take actions to correct these barriers even after being
7 notified of the discrimination that such barriers cause.

8 45. Target is also violating the Unruh Civil Rights Act, California Civil Code § 51, in
9 that the conduct alleged herein constitutes a violation of various provisions of the Americans
10 with Disabilities Act (hereafter “ADA”), 42 U.S.C. §§ 12101, *et seq.*, as set forth above.
11 California Civil Code § 51(f) provides that a violation of the right of any individual under the
12 ADA shall also constitute a violation of the Unruh Civil Rights Act.

13 46. The actions of Defendant were and are in violation of the Unruh Civil Rights Act,
14 California Civil Code §§ 51, *et seq.*, and therefore Plaintiffs are entitled to injunctive relief
15 remedying the discrimination.

16 47. Plaintiffs are also entitled to statutory minimum damages pursuant to California
17 Civil Code § 52 for each and every offense.

18 48. Plaintiffs are also entitled to reasonable attorneys’ fees and costs.

19 WHEREFORE, Plaintiffs request relief as set forth below.

20
21 **SECOND CAUSE OF ACTION**

22 (Violation of Cal. Civ. Code §§ 54, *et seq.* – the Disabled Persons Act)
23 (on behalf of Plaintiffs and California subclass)

24 49. Plaintiffs incorporate by reference the foregoing allegations as if set
25 forth fully herein.

26 50. California Civil Code §§ 54, *et seq.* guarantees full and equal access for people
27 with disabilities to all public places. Target.com constitutes a “public place” within the meaning
28 of California Civil Code §§ 54.1 - 54.3.

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1 51. Target is violating the right of blind persons to full and equal access to public
2 places by denying full and equal access to Target.com.

3 52. Target is also violating California Civil Code §§ 54, *et seq.* in that Target is
4 denying blind customers full and equal access to the services provided to non-disabled customers
5 by Target stores located in California. Target stores in California are “public places” within the
6 meaning of California Civil Code §§ 54, *et seq.* Target.com is a service provided by and
7 integrated with these stores. That service is inaccessible to patrons who are blind. Target stores
8 in California are discriminating in violation of California’s Disabled Persons Act because the
9 services they offer on Target.com are inaccessible.

10 53. Target is also violating California Civil Code §§ 54, *et seq.* in that Target’s
11 actions are a violation of the ADA. Any violation of the ADA is also a violation of California
12 Civil Code § 54.1.

13 54. The actions of Defendant were and are in violation of California Civil Code §§
14 54, *et seq.* and therefore Plaintiffs are entitled to injunctive relief remedying the discrimination.

15 55. Plaintiffs are also entitled to damages under California Civil Code § 54.3 for each
16 offense

17 56. Plaintiffs are also entitled to reasonable attorneys’ fees and costs.

18 WHEREFORE, Plaintiffs request relief as set forth below.

19

20

THIRD CAUSE OF ACTION

21

(Violation of 42 U.S.C. §§ 12181, *et seq.* – Title III of the Americans with Disabilities Act)
22 (on behalf of Plaintiffs and the Class)²

23

24 57. Plaintiffs incorporate by reference the foregoing allegations as if set forth fully
herein.

25

26 58. Section 302(a) of Title III of the Americans with Disabilities Act of 1990, 42
U.S.C. §§ 12101 *et seq.*, provides:

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28

² The Court has issued summary judgment as to Plaintiff Sexton’s personal ADA claim.

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1 No individual shall be discriminated against on the basis of disability in the full
2 and equal enjoyment of the goods, services, facilities, privileges, advantages, or
3 accommodations of any place of public accommodation by any person who owns,
4 leases (or leases to), or operates a place of public accommodation.

5 59. Target stores are sales establishments and public accommodations within the
6 definition of Title III of the ADA. 42 U.S.C. §§12181(7)(E). Target.com is a service, privilege
7 or advantage of Target stores. Target.com is a service that is by and integrated with these stores.

8 60. Under Section 302(b)(1) of Title III of the ADA, it is unlawful discrimination to
9 deny individuals with disabilities or a class of individuals with disabilities the opportunity to
10 participate in or benefit from the goods, services, facilities, privileges, advantages, or
11 accommodations of an entity.

12 61. Under Section 302(b)(1) of Title III of the ADA, it is unlawful discrimination to
13 deny individuals with disabilities or a class of individuals with disabilities an opportunity to
14 participate in or benefit from the goods, services, facilities, privileges, advantages, or
15 accommodation, which is equal to the opportunities afforded to other individuals.

16 62. Under Section 302(b)(2) of Title III of the ADA, unlawful discrimination also
17 includes, among other things:

18 a failure to make reasonable modifications in policies, practices, or procedures, when
19 such modifications are necessary to afford such goods, services, facilities, privileges,
20 advantages, or accommodations to individuals with disabilities, unless the entity can
21 demonstrate that making such modifications would fundamentally alter the nature of such
22 goods, services, facilities, privileges, advantages, or accommodations; and

23 a failure to take such steps as may be necessary to ensure that no individual with a
24 disability is excluded, denied services, segregated or otherwise treated differently than
25 other individuals because of the absence of auxiliary aids and services, unless the entity
26 can demonstrate that taking such steps would fundamentally alter the nature of the good,
27 service, facility, privilege, advantage, or accommodation being offered or would result in
28 an undue burden;

63. The acts alleged herein constitute violations of Title III of the Americans with
Disabilities Act of 1990, 42 U.S.C. §§ 12101 *et seq.*, and the regulations promulgated
thereunder. Patrons of Target stores who are blind have been denied full and equal access to
Target.com, have not been provided services that are provided to other patrons who are not
disabled, and/or have been provided services that are inferior to the services provided to non-

1 disabled patrons. Target has failed to take any prompt and equitable steps to remedy its
2 discriminatory conduct. These violations are ongoing.

3 WHEREFORE, Pursuant to 42 U.S.C. § 12188 and the remedies, procedures, and rights
4 set forth and incorporated therein Plaintiffs request relief as set forth below.

5
6 **FOURTH CAUSE OF ACTION**

7 (Declaratory Relief)
8 (on behalf of Plaintiffs and the Class)

9 64. Plaintiffs incorporate by reference the foregoing allegations as if set forth fully
10 herein.

11 65. An actual controversy has arisen and now exists between the parties in that
12 Plaintiffs contend, and are informed and believe that Target denies, that Target.com, which
13 Target owns, operates, and/or controls, fails to comply with applicable laws including, but not
14 limited to Title III of the Americans with Disabilities Act, 42 U.S.C. §§ 12181, *et seq.* California
15 Civil Code §§ 51, *et seq.*, and California Civil Code §§ 54, *et seq.* prohibiting discrimination
16 against the blind.

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

19 WHEREFORE, Plaintiffs request relief as set forth below.

20
21 **RELIEF REQUESTED**

22 WHEREFORE, Plaintiffs pray for judgment as follows:

23 1. A preliminary and permanent injunction to prohibit Target from violating the
24 Americans with Disabilities Act, 42 U.S.C. §§ 12181, *et seq.*, California Civil Code §§ 51, *et*
25 *seq.* and California Civil Code §§ 54, *et seq.*;

26 2. A preliminary and permanent injunction requiring Target to take the steps
27 necessary to make Target.com readily accessible to and usable by blind individuals.
28

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1 3. A declaration that Target is owning, maintaining and/or operating Target.com in a
2 manner which discriminates against the blind and which fails to provide access for persons with
3 disabilities as required by law;

4 4. An order certifying this case as a class action under Fed. R. Civ. P. 23(a) & (b)(2)
5 and/or (b)(3), appointing Plaintiffs as Class Representatives, and their attorneys as Class
6 Counsel;

7 5. Damages in an amount to be determined by proof, including all applicable
8 statutory damages;

9 6. Plaintiffs' reasonable attorneys' fees, expenses, and costs of suit as provided by
10 law;


11 7. For pre-judgment interest to the extent permitted by law; and

12 8. Such other and further relief as the Court deems just and proper.

13

14 DATED: November 1, 2007

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SCHNEIDER & WALLACE
BROWN, GOLDSTEIN & LEVY, LLP
PETER BLANCK

17 By: 
18 Roger Heller
19 Attorney for Plaintiff
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