

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA

CASE NO.:

ANDRES GOMEZ, on his own and on behalf
of all other individuals similarly situated,

Plaintiff,

vs.

LEGO SYSTEMS, INC., and LEGO BRAND RETAIL, INC.,

Defendants.

_____ /

COMPLAINT – CLASS ACTION

Plaintiff, ANDRES GOMEZ, on his own behalf and on behalf of all others similarly situated, by and through his undersigned counsel, hereby files this Class Action Complaint against Defendants, LEGO SYSTEMS, INC., and LEGO BRAND RETAIL, INC., and states as follows:

INTRODUCTION

1. Plaintiff ANDRES GOMEZ (hereinafter “Plaintiff”) is a legally blind person who requires screen-reading software to read website content using a computer. Plaintiff uses the terms “blind” or “visually-impaired” to refer to all people with visual impairments who meet the legal definition of blindness in that they have a visual acuity with correction of less than or equal to 20 x 200. Some blind people who meet this definition have limited vision and others have no vision.

2. Plaintiff brings this civil rights class action against LEGO SYSTEMS, INC., and LEGO BRAND RETAIL, INC., (hereinafter “LEGO” or “Defendants”) for its failure to design, construct, maintain, and operate its website, <https://www.lego.com/en-us/> (hereinafter referred to

as “Lego.com”¹), to be fully accessible to and independently usable by Plaintiff and other blind or visually-impaired people. Lego.com has several access barriers that prevent blind people from independently navigating and completing a purchase using assistive computer technology.

3. Lego excludes the blind from equal participation in the internet marketplace that plays a significant role for in the global economy and modern lifestyle. Lego’s denial of full and equal access to its website, and therefore denial of its products and services offered thereby, and in conjunction with its physical locations, is a violation blind of persons’ rights under the Americans with Disabilities Act (hereinafter “ADA”).

4. Because Defendants’ website, Lego.com, is not equally accessible to blind and visually-impaired consumers in violation of the ADA, this complaint seeks a permanent injunction to cause a change in Defendants’ corporate policies, practices, and procedures so that Defendants’ website will become and remain accessible to Plaintiff and the proposed Class of customers who are blind and visually impaired. This complaint also seeks compensatory damages to compensate Class members for having been subjected to unlawful discrimination.

JURISDICTION AND VENUE

5. This Honorable Court has original jurisdiction under 28 U.S.C. § 1331 and § 343 for Plaintiff’s claims arising out of federal law, 42 U.S.C. § 12182 *et seq.*, based on Defendants’ violations of Title III of the ADA. See also 28 U.S.C. §§ 2201, 2202, the 2010 ADA Standards, and 28 C.F.R. § 36.201.

¹ When Lego.com is typed into a web browser, the user is automatically redirected to <https://www.lego.com/en-us/>, Defendants’ website.

6. Venue is proper in this District, pursuant to 28 U.S.C. §1391(b)(2) and S.D. Fla. L.R. 3.1 because Defendant engages in business in this District and a substantial part of the events or omissions giving rise to the claim occurred here.

PARTIES

7. Plaintiff, ANDRES GOMEZ, is *sui juris* and at all times mentioned herein is a resident of Miami-Dade County in the state of Florida and a legally blind individual. As a result of his legal blindness, Plaintiff is substantially limited in performing major life activities, including but not limited to accurately visualizing his surroundings and traversing obstacles and walking without assistance. Plaintiff is therefore a member of a protected class of individuals under the ADA, pursuant to 42 U.S.C. § 12102(1)-(2), and the regulations implementing the ADA set forth at 28 CFR §§ 36.101 *et seq.*

8. Defendants own and operate retail sales locations (hereinafter “Lego Stores”), which are places of public accommodation. Lego Stores are located in Florida State. These restaurants provide to the public important goods and services. Defendants also provide the public the Lego.com website that provides consumers with access to an array of goods and services including store locators, inventory descriptions, games, videos, special offers, and many other benefits related to these goods and services.

9. In order to efficiently and effectively navigate websites, Plaintiff uses a screen reader program to access the internet and read internet content using a computer. However, despite multiple attempts to navigate Lego.com, Plaintiff has been denied the full use and enjoyment of the facilities, goods, and services offered by Lego as a result of accessibility barriers on the website, Lego.com.

10. Other similarly disabled persons as Plaintiff are qualified individuals with disabilities under the ADA. Other similarly disabled persons share Plaintiff's discrimination based on the fact that they are visually disabled and require the use of various screen reader programs in order to efficiently and effectively navigate Defendants' website and obtain information and access to Defendants' products, services, locations, and various other information, which should be accessible on the Lego.com website.

11. The access barriers on Defendants' Lego.com website have deterred Plaintiff from visiting Lego's brick-and-mortar retail locations.

12. It is Plaintiff's belief the violations detailed herein will not be corrected without court intervention, and thus, Plaintiff and the proposed Class of customers, who are blind and visually impaired will continue to suffer actual harm, and the violations threaten real and imminent injury in the near future.

13. Defendant, LEGO BRAND RETAIL, INC., is a corporation organized under the laws of Florida, with a process of service address at 1201 HAYS STREET, TALLAHASSEE, FL 32301.

14. Defendant, LEGO SYSTEMS, INC., is a corporation organized under the laws of Florida, with a process of service address at 1201 HAYS STREET, TALLAHASSEE, FL 32301.

15. Defendants' stores are public accommodations within the definition of Title III of the ADA, 42 U.S.C. § 12181(7). Lego.com is a service, privilege, or advantage of Defendants' stores.

16. Defendants are subject to personal jurisdiction in this District. Defendants have been and are committing the acts or omissions alleged herein in the Southern District of Florida that caused injury, and violated rights prescribed by the ADA, to Plaintiff and to the proposed

Class of customers who are blind and visually impaired. A substantial part of the acts and omissions giving rise to Plaintiff's claims occurred in the Southern District of Florida. Specifically, on several separate occasions, Plaintiff attempted to navigate Defendants' website, Lego.com, using a screen reader program to access Lego's information, and the goods and services offered by Lego.com, in conjunction with its physical locations.

THE AMERICAN WITH DISABILITIES ACT AND THE INTERNET

17. The Internet has become a significant source of information, a portal, and a tool for conducting business, as well as a means for doing everyday activities such as shopping, learning, banking, etc. for sighted, blind and visually-impaired persons alike.

18. In today's tech-savvy world, blind and visually-impaired people have the ability to access websites and mobile applications using keyboards in conjunction with screen access software that vocalizes the visual information found on a computer screen or displays the content on a refreshable Braille display. This technology is known as screen-reading software. Screen-reading software is currently the only method a blind or visually-impaired person may independently access the internet. Unless websites and mobile applications are designed to be read by screen-reading software, blind and visually-impaired persons are unable to fully access websites and mobile applications, and the information, products, and services contained thereon.

19. Blind and visually-impaired users of Windows operating system-enabled computers have several screen reading software programs available to them. Some of these programs are available for purchase and other programs are available without the user having to purchase the program separately. For screen-reading software to function, the information on a website or on a mobile application must be capable of being rendered into text. If the website or

mobile application's content is not capable of being rendered into text, the blind or visually-impaired user is unable to access the same content available to sighted users.

20. The international website standards organization known throughout the world as W3C, published version 2.0 of the Web Content Accessibility Guidelines ("WCAG 2.0" hereinafter). WCAG 2.0 are well-established guidelines for making websites accessible to blind and visually-impaired people. These guidelines are universally followed by most large business entities that ensure their websites and mobile applications available to the public are accessible to blind and visually impaired persons.

21. Non-compliant websites pose common access barriers to blind and visually-impaired persons. Common barriers encountered by blind and visually impaired persons include, but are not limited to, the following:

- a. A text equivalent for every non-text element is not provided;
- b. Title frames with text are not provided for identification and navigation;
- c. Equivalent text is not provided when using scripts;
- d. Forms with the same information and functionality as for sighted persons are not provided;
- e. Information about the meaning and structure of content is not conveyed by more than the visual presentation of content;
- f. Text cannot be resized without assistive technology up to 200 percent without loss of content or functionality;
- g. If the content enforces a time limit, the user is not able to extend, adjust or disable it;
- h. Web pages do not have titles that describe the topic or purpose;

- i. The purpose of each link cannot be determined from the link text alone or from the link text and its programmatically determined link context;
- j. One or more keyboard operable user interface lacks a mode of operation where the keyboard focus indicator is discernible;
- k. The default human language of each web page cannot be programmatically determined;
- l. When a component receives focus, it may initiate a change in context;
- m. Changing the setting of a user interface component may automatically cause a change of context where the user has not been advised before using the component;
- n. Labels or instructions are not provided when content requires user input;
- o. In content which is implemented by using markup languages, elements do not have complete start and end tags, elements are not nested according to their specifications, elements may contain duplicate attributes and/or any IDs are not unique; and,
- p. The name and role of all User Interface elements cannot be programmatically determined; items that can be set by the user cannot be programmatically set; and/or notification of changes to these items is not available to user agents, including assistive technology.

CLASS ACTION ALLEGATIONS

22. Plaintiff, on behalf of himself and all others similarly situated, seeks certification of the following nationwide class pursuant to Fed. R. Civ. P. 23(a) and 23(b)(2): “all legally blind individuals in the United States who have attempted to access Lego.com and as a result have been

denied access to the enjoyment of goods and services offered by Lego, during the relevant statutory period.”

23. Plaintiff seeks certification of the following Florida subclass pursuant to Fed. R. Civ. P. 23(a), 23(b)(2) and, alternatively, 23(b)(3): “all legally blind individuals in Florida State who have attempted to access Lego.com and as a result have been denied access to the enjoyment of goods and services offered by Lego, during the relevant statutory period.”

24. There are hundreds of thousands of visually impaired persons in Florida State. There are millions of people in the United States who are visually impaired. Thus, the persons in the class are so numerous that joinder of all such persons is impractical and the disposition of their claims in a class action is a benefit to the parties and to the Court.

25. This case arises out of Defendants’ policy and practice of maintaining an inaccessible website denying blind persons’ access to the goods and services of Lego.com and Lego Stores. Due to Defendants’ policy and practice of failing to remove access barriers, blind persons have been and are being denied full and equal access to independently browse, select and shop on Lego.com and by extension the goods and services offered through Defendants’ website to Lego Stores.

26. There are common questions of law and fact common to the class, including without limitation, the following:

- a. Whether Lego.com is a “public accommodation” under the ADA; and,
- b. Whether Defendants through its website Lego.com denies the full and equal enjoyment of its goods, services, facilities, privileges, advantages, or accommodations to people with visual disabilities in violation of the ADA.

27. The claims of the named Plaintiff are typical of those of the class. The class, similar to Plaintiff, are severely visually impaired or otherwise blind, and claim that Lego has violated the ADA by failing to update or remove access barriers on their website, Lego.com, so it can be independently accessible to the class of people who are legally blind.

28. Plaintiff will fairly and adequately represent and protect the interests of the members of the Class because Plaintiff has retained and is represented by counsel competent and experienced in complex class action litigation, and because Plaintiff has no interests antagonistic to the members of the class. Class certification of the claims is appropriate pursuant to because Defendants have acted or refused to act on grounds generally applicable to the Class, making appropriate both declaratory and injunctive relief with respect to Plaintiff and the Class as a whole.

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

30. Judicial economy will be served by maintenance of this lawsuit as a class action in that it is likely to avoid the burden that would be otherwise placed upon the judicial system by the filing of numerous similar suits by people with visual disabilities throughout the United States.

31. References to Plaintiff shall be deemed to include the named Plaintiff and each member of the class, unless otherwise indicated.

FACTUAL BACKGROUND

32. Defendants offer the commercial website, Lego.com, to the public. The website offers a feature which should allow all consumers to play games, locate a store, browse inventory and descriptions, learn about the Lego brand, and perform a variety of other functions. Lego.com

offers access to a variety of goods and services which are offered and available to the public, including inventory descriptions, videos, store locator tools, online pricing, and other services.

33. Based on information and belief, it is Defendants' policy and practice to deny Plaintiff, along with other blind or visually-impaired proposed Class members, access to Defendants' website, Lego.com, and to therefore specifically deny the goods and services that are offered and integrated with Defendants' Stores. Due to Defendants' failure and refusal to remove access barriers to Lego.com, Plaintiff and proposed Class members have been and are still being denied equal access to Lego Stores and the numerous goods, services, and benefits offered to the public through Lego.com.

Defendants' Barriers on Lego.com Deny Plaintiff Access

34. Plaintiff, as a blind person, cannot use a computer without the assistance of screen-reading software. However, Plaintiff is a proficient user of screen-reader technology to access the internet. Plaintiff has visited Lego.com several times using an internet screen-reader to try to access information and services Lego offers to the public with its Lego.com website. But due to the widespread accessibility barriers on Lego.com, Plaintiff has been denied the full enjoyment of the facilities, goods, and services of Lego.com, as well as to the facilities, goods, and services of Defendant's stores.

35. While attempting to navigate Lego.com, Plaintiff encountered multiple accessibility barriers for blind or visually-impaired people that include, but are not limited to, the following:

- a. *Empty Links That Contain No Text* causing the function or purpose of the link to not be presented to the user. This can introduce confusion for keyboard and screen-reader users;

- b. Linked Images Missing Alt-text, which causes problems if an image within a link contains no text and that image does not provide alt-text. A screen reader then has no content to present the user as to the function of the link.
- c. Lack of Alternative Text (“alt-text”), or a text equivalent. Alt-text is invisible code embedded beneath a graphical image on a website. Web accessibility requires that alt-text be coded with each picture so that screen-reading software can speak the alt-text where a sighted user sees pictures. Alt-text does not change the visual presentation, but instead a text box shows when the mouse moves over the picture. The lack of alt-text on these graphics prevents screen readers from accurately vocalizing a description of the graphics. As a result, visually-impaired Lego customers are unable to determine what is on the website and are being denied access to the numerous goods, services, and benefits offered to the public through Lego.com;
- d. Missing Form Label, which causes problems with the function or purpose of that form control may not be present to screen reader users; form labels also provide visible descriptions and larger clickable targets for form controls.
- e. Spacer Image Missing Alternative Text, spacer images are used to maintain the layout, they do not convey content and should be given a null and or empty alternative text so they are ignored and not presented to screen reader users.
- f. Document Language Missing, this function is important because identifying the language allows the screen reader programs to read the webpage content in an appropriate language; it also facilitates automatic translation of the website’s content.
- g. Empty Headings That Contain No Content causing the function or purpose of the heading to not be presented to the user. This can introduce confusion for keyboard and screen-reader users;
- h. Empty Button That Contains No Content causing the function or purpose of the

button to not be presented to the user. This can introduce confusion for keyboard and screen-reader users.

36. Most recently, in 2017, Plaintiff again attempted to access Lego's information on Lego.com. Plaintiff again encountered barriers to access on Lego.com when it came to accessing the various information and services offered on the website.

Defendants Must Remove Barriers To Its Website

37. Due to the inaccessibility of Lego.com, blind and visually-impaired customers such as Plaintiff and the proposed Class members, who need screen-readers to access the internet, cannot, browse, shop, or otherwise access the various information and services offered on Lego's website. As a result, Plaintiff is deterred from visiting the physical locations of Lego Stores. If Lego.com were equally accessible to all, Plaintiff could make listen to videos provided, play games, locate a store, browse inventory and descriptions, learn about the Lego brand and access information related to the goods and services offered on its website and at Lego's physical locations.

38. Through his many attempts to use Defendants' website, Plaintiff has actual knowledge of the access barriers that make these services inaccessible and independently unusable by blind and visually-impaired people.

39. Because simple compliance with the WCAG 2.0 Guidelines would provide Plaintiff and other visually-impaired consumers with equal access to Lego.com, Plaintiff alleges that Lego has engaged in acts of intentional discrimination, including but not limited to the following policies or practices:

- a. Construction and maintenance of a website that are inaccessible to visually-impaired individuals, including Plaintiff and the proposed Class;

- b. Failure to construct and maintain a website that is sufficiently intuitive so as to be equally accessible to visually-impaired individuals, including Plaintiff; and the proposed Class, and,
- c. Failure to take actions to correct these access barriers in the face of substantial harm and discrimination to blind and visually-impaired consumers, such as Plaintiff, and the proposed Class.

40. Lego therefore uses standards, criteria or methods of administration that have the effect of discriminating or perpetuating the discrimination of others, as alleged herein.

41. The ADA expressly contemplates the type of injunctive relief that Plaintiff seeks in this action. In relevant part, the ADA requires:

“In the case of violations of . . . this title, injunctive relief shall include an order to alter facilities to make such facilities readily accessible to and usable by individuals with disabilities.... Where appropriate, injunctive relief shall also include requiring the . . . modification of a policy. . .”

(42 U.S.C. § 12188(a)(2).)

42. Because Defendants’ website has never been equally accessible, and because Defendants lack a corporate policy that is reasonably calculated to cause its website to become and remain accessible, Plaintiff invokes the provisions of 42 U.S.C. § 12188(a)(2), and seeks a permanent injunction requiring Defendants to retain a qualified consultant acceptable to Plaintiff (“Agreed Upon Consultant”) to assist Defendants compliance with WCAG 2.0 guidelines for its website. Plaintiff seeks that this permanent injunction requires Defendants to cooperate with the Agreed Upon Consultant to:

- a. Train Defendants’ employees and agents who develop the Lego.com website on accessibility compliance under the WCAG 2.0 guidelines;
- b. Regularly check the accessibility of Defendants’ website under the WCAG 2.0

guidelines;

- c. Regularly test user accessibility by blind or vision-impaired persons to ensure that Defendants' website complies under the WCAG 2.0 guidelines; and
- d. Develop an accessibility policy that is clearly disclosed on its websites with contact information for users to report accessibility-related problems.

43. If Lego.com were accessible, Plaintiff and similarly situated blind and visually-impaired people could independently view inventory items and otherwise research related products available via Defendants' website.

44. Although Defendants may currently have centralized policies regarding the maintenance and operation of its website, Defendants lack a plan and policy reasonably calculated to make its websites fully and equally accessible to, and independently usable by, blind and other visually-impaired consumers.

45. Without injunctive relief, Plaintiff and other visually-impaired consumers will continue to be unable to independently use the Defendants' websites in violation of their rights.

FIRST CAUSE OF ACTION

VIOLATIONS OF THE AMERICANS WITH DISABILITIES ACT OF 1990,

42 U.S.C. § 12181 et seq.

[LEGO.COM]

46. Plaintiff re-alleges and incorporates by reference all paragraphs alleged above and each and every other paragraph in this Complaint necessary or helpful to state this cause of action as though fully set forth herein.

47. Section 302(a) of Title III of the ADA, 42 U.S.C. § 12101 *et seq.*, provides:

“No individual shall be discriminated against on the basis of disability in the full and equal enjoyment of the goods, services, facilities, privileges, advantages, or

accommodations of any place of public accommodation by any person who owns, leases (or leases to), or operates a place of public accommodation.”

(42 U.S.C. § 12182(a).)

48. Lego Stores are public accommodations within the definition of Title III of the ADA, 42 U.S.C. § 12181(7). Lego.com is a service, privilege, or advantage of Lego Stores. Lego.com is a service that is integrated with these locations.

49. Under Section 302(b)(1) of Title III of the ADA, it is unlawful discrimination to deny individuals with disabilities the opportunity to participate in or benefit from the goods, services, facilities, privileges, advantages, or accommodations of an entity. (42 U.S.C. § 12182(b)(1)(A)(i).)

50. Under Section 302(b)(1) of Title III of the ADA, it is unlawful discrimination to deny individuals with disabilities an opportunity to participate in or benefit from the goods, services, facilities, privileges, advantages, or accommodation, which is equal to the opportunities afforded to other individuals. (42 U.S.C. § 12182(b)(1)(A)(ii).)

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

“[A] failure to make reasonable modifications in policies, practices, or procedures, when such modifications are necessary to afford such goods, services, facilities, privileges, advantages, or accommodations to individuals with disabilities, unless the entity can demonstrate that making such modifications would fundamentally alter the nature of such goods, services, facilities, privileges, advantages or accommodations; and a failure to take such steps as may be necessary to ensure that no individual with a disability is excluded, denied services, segregated or otherwise treated differently than other individuals because of the absence of auxiliary aids and services, unless the entity can demonstrate that taking such steps would fundamentally alter the nature of the good, service, facility, privilege, advantage, or accommodation being offered or would result in an undue burden.”

42 U.S.C. § 12182(b)(2)(A)(ii)-(iii).

52. The acts alleged herein constitute violations of Title III of the ADA, and the regulations promulgated thereunder. Plaintiff, who is a member of a protected class of persons

under the ADA, has a physical disability that substantially limits the major life activity of sight within the meaning of 42 U.S.C. §§ 12102(1)(A)-(2)(A). Furthermore, Plaintiff has been denied full and equal access to Lego.com, has not been provided services which are provided to other patrons who are not disabled, and has been provided services that are inferior to the services provided to non-disabled persons. Defendants have failed to take any prompt and equitable steps to remedy its discriminatory conduct. These violations are ongoing.

53. Plaintiff intends to return to Defendants' website provided Defendants modify the website to provide equal access to Plaintiff and similarly disabled persons. But Plaintiff is precluded from doing so by Defendants' failure and refusal to provide disabled persons with full and equal access to its website.

54. Pursuant to 42 U.S.C. § 12188 and the remedies, procedures, and rights set forth and incorporated therein, Plaintiff, requests relief as set forth below.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff requests for judgment against Defendants as follows:

- A. A Declaratory Judgment that at the commencement of this action Defendants were in violation of the specific requirements of Title III of the ADA 42 U.S.C. § 12181 *et seq.*, and the relevant implementing regulations of the ADA, for Defendants' failure to take action that was reasonably calculated to ensure that its website is fully accessible to, and independently usable by, blind and visually-impaired individuals;
- B. A preliminary and permanent injunction enjoining Defendants from violating the ADA, 42 U.S.C. § 12181 *et seq.*, with respect to its website Lego.com;

- C. A preliminary and permanent injunction requiring Defendants to evaluate and neutralize their policies, practices and procedures toward persons with disabilities, for such reasonable time so as to allow the Defendants to undertake and complete corrective procedures to the website;
- D. An order certifying this case as a class action under Fed. R. Civ. P. 23(a) & (b)(2) and/or 23(b)(3), appointing Plaintiff as Class Representative, and his attorneys as Class Counsel;
- E. For attorneys' fees and expenses pursuant to all applicable laws including, without limitation, pursuant to 42 U.S.C. § 12188(a)(1);
- F. For compensatory damages including, but not limited to, mental anguish, loss of dignity, and any other intangible injuries suffered by the Plaintiff as a result of Defendants' discrimination;
- G. For pre-judgment interest to the extent permitted by law;
- H. For costs of suit; and
- I. For such other and further relief as this Honorable Court deems just and proper.

Dated this 23rd day of February, 2017.

Respectfully submitted,

The Advocacy Group

Attorney for Plaintiff

333 Las Olas Way, CU3, Suite 311

Fort Lauderdale, FL 33301

Telephone: (954) 282-1858

Service Email: service@advocacypa.com

By /s/ Jessica L. Kerr

Jessica L. Kerr, Esq.

Fla. Bar No. 92810

By: /s/ Jaci R. Mattocks

Jaci R. Mattocks, Esq.
Fla. Bar No. 115765

AO 440 (Rev. 06/12) Summons in a Civil Action

UNITED STATES DISTRICT COURT

for the

Southern District of Florida



ANDRES GOMEZ, on his own and on behalf of all)	
other individuals similarly situated)	
)	
<i>Plaintiff(s)</i>)	
v.)	Civil Action No.
)	
LEGO SYSTEMS, INC., and)	
LEGO BRAND RETAIL, INC.)	
)	
<i>Defendant(s)</i>)	

SUMMONS IN A CIVIL ACTION

To: (Defendant's name and address)

LEGO SYSTEMS, INC.
c/o Registered Agent: Corporation Service Company
1201 Hays Street
Tallahassee, FL 32301

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received it) — or 60 days if you are the United States or a United States agency, or an officer or employee of the United States described in Fed. R. Civ. P. 12 (a)(2) or (3) — you must serve on the plaintiff an answer to the attached complaint or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff or plaintiff's attorney, whose name and address are:

The Advocacy Group
Jessica L. Kerr, Esq.
333 Las Olas Way CU3
Suite 311
Fort Lauderdale, FL 33301

If you fail to respond, judgment by default will be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.

CLERK OF COURT

Date:

Signature of Clerk or Deputy Clerk

AO 440 (Rev. 06/12) Summons in a Civil Action

UNITED STATES DISTRICT COURT

for the

Southern District of Florida



ANDRES GOMEZ, on his own and on behalf of all other individuals similarly situated

Plaintiff(s)

v.

LEGO SYSTEMS, INC., and LEGO BRAND RETAIL, INC.

Defendant(s)

Civil Action No.

SUMMONS IN A CIVIL ACTION

To: (Defendant's name and address)

LEGO BRAND RETAIL, INC.
c/o Registered Agent: Corporation Service Company
1201 Hays Street
Tallahassee, FL 32301

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received it) — or 60 days if you are the United States or a United States agency, or an officer or employee of the United States described in Fed. R. Civ. P. 12 (a)(2) or (3) — you must serve on the plaintiff an answer to the attached complaint or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff or plaintiff's attorney, whose name and address are:

The Advocacy Group
Jessica L. Kerr, Esq.
333 Las Olas Way CU3
Suite 311
Fort Lauderdale, FL 33301

If you fail to respond, judgment by default will be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.

CLERK OF COURT

Date:

Signature of Clerk or Deputy Clerk

JS 44 (Rev. 2/08)

CIVIL COVER SHEET

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON THE REVERSE OF THE FORM.) **NOTICE: Attorneys MUST Indicate All Re-filed Cases Below.**

I. (a) PLAINTIFFS
 ANDRES GOMEZ, on his own and on behalf of all other individuals similarly situated

DEFENDANTS
 LEGO SYSTEMS, INC., and LEGO BRAND RETAIL, INC.,

(b) County of Residence of First Listed Plaintiff MIAMI-DADE
 (EXCEPT IN U.S. PLAINTIFF CASES)

County of Residence of First Listed Defendant _____
 (IN U.S. PLAINTIFF CASES ONLY)

(c) Attorney's (Firm Name, Address, and Telephone Number)
 The Advocacy Group, c/o Jessica L. Kerr, Esq., 333 Las Olas Way
 CU3, Suite 311, Ft. Lauderdale, FL 33301 (954)282-1858

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT LAND INVOLVED.

Attorneys (If Known) _____

(d) Check County Where Action Arose: MIAMI-DADE MONROE BROWARD PALM BEACH MARTIN ST. LUCIE INDIAN RIVER OKEECHOBEE HIGHLANDS

II. BASIS OF JURISDICTION (Place an "X" in One Box Only)

1 U.S. Government Plaintiff

3 Federal Question (U.S. Government Not a Party)

2 U.S. Government Defendant

4 Diversity (Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)

	PTF	DEF		PTF	DEF
Citizen of This State	<input type="checkbox"/> 1	<input type="checkbox"/> 1	Incorporated or Principal Place of Business In This State	<input type="checkbox"/> 4	<input type="checkbox"/> 4
Citizen of Another State	<input type="checkbox"/> 2	<input type="checkbox"/> 2	Incorporated and Principal Place of Business In Another State	<input type="checkbox"/> 5	<input type="checkbox"/> 5
Citizen or Subject of a Foreign Country	<input type="checkbox"/> 3	<input type="checkbox"/> 3	Foreign Nation	<input type="checkbox"/> 6	<input type="checkbox"/> 6

IV. NATURE OF SUIT (Place an "X" in One Box Only)

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES
<input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excl. Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise	PERSONAL INJURY <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury	PERSONAL INJURY <input type="checkbox"/> 362 Personal Injury - Med. Malpractice <input type="checkbox"/> 365 Personal Injury - Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability PERSONAL PROPERTY <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 PROPERTY RIGHTS <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 840 Trademark SOCIAL SECURITY <input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g)) FEDERAL TAX SUITS <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS—Third Party 26 USC 7609	<input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 810 Selective Service <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 875 Customer Challenge 12 USC 3410 <input type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 892 Economic Stabilization Act <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 894 Energy Allocation Act <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 900 Appeal of Fee Determination Under Equal Access to Justice <input type="checkbox"/> 950 Constitutionality of State Statutes
REAL PROPERTY <input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	CIVIL RIGHTS <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 444 Welfare <input type="checkbox"/> 445 Amer. w/Disabilities Employment <input type="checkbox"/> 446 Amer. w/Disabilities Other <input type="checkbox"/> 440 Other Civil Rights	PRISONER PETITIONS <input type="checkbox"/> 510 Motions to Vacate Sentence Habeas Corpus: <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty <input type="checkbox"/> 540 Mandamus & Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition	LABOR <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Mgmt. Relations <input type="checkbox"/> 730 Labor/Mgmt. Reporting & Disclosure Act <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Empl. Ret. Inc. Security Act IMMIGRATION <input type="checkbox"/> 462 Naturalization Application <input type="checkbox"/> 463 Habeas Corpus-Alien Detainee <input type="checkbox"/> 465 Other Immigration Actions	<input type="checkbox"/> 610 Agriculture <input type="checkbox"/> 620 Other Food & Drug <input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 630 Liquor Laws <input type="checkbox"/> 640 R.R. & Truck <input type="checkbox"/> 650 Airline Regs. <input type="checkbox"/> 660 Occupational Safety/Health <input type="checkbox"/> 690 Other

V. ORIGIN (Place an "X" in One Box Only)

1 Original Proceeding 2 Removed from State Court 3 Re-filed- (see VI below) 4 Reinstated or Reopened 5 Transferred from another district (specify) 6 Multidistrict Litigation 7 Appeal to District Judge from Magistrate Judgment

VI. RELATED/RE-FILED CASE(S). (See instructions second page):

a) Re-filed Case YES NO b) Related Cases YES NO

JUDGE _____ DOCKET NUMBER _____

VII. CAUSE OF ACTION Cite the U.S. Civil Statute under which you are filing and Write a Brief Statement of Cause (Do not cite jurisdictional statutes unless diversity):

42:12182 Americans with Disabilities Act
 Americans with Disability Act-Injunctive Relief

LENGTH OF TRIAL via _____ days estimated (for both sides to try entire case)

VIII. REQUESTED IN COMPLAINT: CHECK IF THIS IS A CLASS ACTION UNDER F.R.C.P. 23 **DEMAND \$** _____

CHECK YES only if demanded in complaint:
JURY DEMAND: Yes No

ABOVE INFORMATION IS TRUE & CORRECT TO THE BEST OF MY KNOWLEDGE

SIGNATURE OF ATTORNEY OF RECORD: *Jessica L. Kerr* DATE: May 1, 2017

FOR OFFICE USE ONLY

AMOUNT _____ RECEIPT # _____ IFP _____

ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [Lawsuit: Lego Website Not Compliant with Americans with Disabilities Act](#)
