

**IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF NEW YORK**

TAJUAN FARMER and MIKA
PYYHKALA, on behalf of themselves
and all others similarly situated,

Plaintiffs,

v.

SWEETGREEN, INC.

Defendant.

COMPLAINT

Civil Action No. 16-cv-2103

ECF CASE

JURY TRIAL DEMANDED

CLASS ACTION COMPLAINT

Plaintiffs Mika Pyyhkala and Tajuan Farmer (“Plaintiffs”), on behalf of themselves and all others similarly situated, respectfully submit the following Complaint against Sweetgreen, Inc. (“Sweetgreen”) for violations of Title III of the Americans With Disabilities Act of 1990 (“ADA”), 42 U.S.C. § 12181, *et seq.*, the New York State Human Rights Law, (“NYSHRL”), 15 N.Y. Exec. Law § 290, *et seq.*, and the New York City Human Rights Law (“NYCHRL”), N.Y.C. Admin. Code § 8-101, *et seq.*

INTRODUCTION

1. Like many other modern retailers, Sweetgreen offers its customers a fast and efficient way of ordering food online ahead of time so that when they arrive at the restaurant they can pick up their food immediately without waiting behind other customers who place their orders in the restaurant the old fashioned way. This option to order online undoubtedly benefits consumers. But this option also increases Sweetgreen’s revenues and profits, as it is far more

efficient to have customers place their orders through a computer rather than have customers slow down the line making dozens of decisions such as whether to order brown rice or quinoa, peas or carrots, apples or pears, or light, medium, or heavy dressing.

2. Plaintiffs do not dispute that Sweetgreen offers a terrific service by making it possible for customers to place their orders from their mobile phones, tablets, laptops, or desktop computers. But if Sweetgreen offers this service to the public, it cannot exclude blind customers from the benefits of this service by making its online ordering portal and mobile application inaccessible to the blind. And that is exactly what Sweetgreen has done in establishing an online ordering system that prevents blind customers from customizing and placing their orders in the same way as sighted customers can.

3. Not only are blind customers prevented from customizing their orders online, but they are effectively forced to have a Sweetgreen staff member read them the menu options in a crowded and noisy environment, rather than being able to read the menu themselves with their screen readers before coming to the restaurant. This further slows down the line and inconveniences blind customers, other customers, and Sweetgreen's staff.

4. Over the past year, blind customers have lodged complaints with Sweetgreen with the hope that a self-professed progressive, socially and environmentally conscious company would agree to make its online ordering system accessible to blind customers. To date, however, Sweetgreen has failed to make its online ordering system accessible to blind customers.

5. Because Sweetgreen has refused to open its online doors to the blind community, Plaintiffs are now taking legal action to enforce the federal Americans With Disabilities Act and the laws of the State and City of New York that require Sweetgreen to make its restaurants and services accessible to people with disabilities, including the blind.

6. In this putative class action lawsuit, Plaintiffs seek an order requiring Sweetgreen to make its online ordering portal and mobile application fully accessible to blind customers who use talking screen readers, so that all blind customers may fully and equally enjoy Sweetgreen's services. This action also seeks compensation for blind customers who attempted to order and customize their orders online or via the mobile application, but were not able to complete their orders because Sweetgreen's web site and mobile application are inaccessible.

7. Plaintiffs assert claims under Title III of the Americans With Disabilities Act, 42 U.S.C. § 12182 *et seq.*, the New York State Human Rights Law ("NYSHRL"), 15 N.Y. Exec. Law § 290 *et seq.*, and the New York City Human Rights Law ("NYCHRL"), N.Y.C. Admin. Code § 8-101 *et seq.*

8. Both named Plaintiffs are blind individuals who attempted to submit online orders for pick-up through Sweetgreen's online order portal, <https://order.sweetgreen.com>, but were unable to complete their orders due to the inaccessibility of the portal, specifically their inability to customize their orders. Both named Plaintiffs contacted Sweetgreen to alert the company about this issue and ask the company to make its electronic ordering system accessible to blind customers. Unfortunately, Sweetgreen has refused to provide any detailed or concrete timeline in which it plans to remedy the issue. One of the named Plaintiffs also attempted to use Sweetgreen's mobile application to place an order and was unable to do so due to accessibility barriers.

9. Without an order from this federal court, Sweetgreen will continue to violate federal, state, and local law and continue to discriminate against blind customers who simply ask to be able to use the same online ordering portal that is currently available and accessible to sighted customers.

JURISDICTION AND VENUE

10. This Court has subject matter jurisdiction over this action pursuant to 28 U.S.C. § 1331 and 28 U.S.C. § 1343(a)(4), because Plaintiffs assert a federal civil rights claim under the federal Americans with Disabilities Act, 42 U.S.C. § 12182.

11. This Court has supplemental jurisdiction over the non-federal claims pursuant to 28 U.S.C. § 1367, as Plaintiffs' state and local claims under the NYSHRL and NYCHRL are so related to Plaintiff's federal ADA claim that they form part of the same case or controversy under Article III of the United States Constitution.

12. This Court has personal jurisdiction over Sweetgreen. Defendant does a significant amount of business in New York State and this District. Sweetgreen has seven restaurants in Manhattan (with two new restaurants "coming soon") which is more restaurants than any other jurisdiction besides the District of Columbia. Upon information and belief, Sweetgreen employs dozens to hundreds of workers in this District, and a large portion of its revenue is earned through its restaurants and sales in this District. In addition, by requiring customers who use its web site to bring their legal claims against Sweetgreen exclusively in a federal or state court in New York City, Sweetgreen has agreed that this District Court has personal jurisdiction over it and Sweetgreen has waived any argument that personal jurisdiction is lacking.

13. Venue is proper pursuant to 28 U.S.C. § 1391(b)(2), as a substantial part of the events or omissions that gave rise to the claims occurred in this District. Alternatively, if venue is not proper under § 1391(b)(2), venue is proper under 28 U.S.C. § 1391(b)(3), as Sweetgreen is subject to the court's personal jurisdiction with respect to this action. In addition, by requiring customers who use its web site to bring their legal claims against Sweetgreen exclusively in a

federal or state court in New York City, Sweetgreen has agreed that venue is proper in this District Court and Sweetgreen has waived any argument that venue is improper in this District.

PARTIES

14. Plaintiff Tajuan Farmer is a resident of the District of Columbia and is a customer of the Sweetgreen restaurant located at 1901 L Street NW, Washington, D.C. 20036. Mr. Farmer is blind and uses a talking screen reader on his computer to access the Internet.

15. Plaintiff Mika Pyyhkala is a resident of Boston, Massachusetts and frequents the Sweetgreen restaurant located at 372 Congress Street in Boston. Mr. Pyyhkala is blind and uses a talking screen reader on his computer to access the Internet.

16. Defendant Sweetgreen, Inc. is a corporation whose headquarters are in the District of Columbia and which is incorporated in Delaware. The company was founded in 2007 by three Georgetown graduates and creates salads from local organic farmers and partners. On its web site, Sweetgreen states that its business is aligned with the company's values by "supporting our communities and creating meaningful relationships with those around us." The company states that it has "five core values [that] embody our culture, spirit and dedication to doing what's right. They keep us aligned and help us make decisions about everything from the food we serve to the way we design our stores." Those five core values are: (1) "win, win, win"; (2) "think sustainably"; (3) "keep it real"; (4) "add the sweet touch"; and (5) "make an impact."

FACTUAL ALLEGATIONS

17. For sighted and blind persons, the Internet is a significant source of information, and offers a wealth of information, services, and products with instant availability and without the need to travel.

18. Blind individuals access the Internet from computers by using screen access software, which vocalizes visual information on a computer screen or displays the content on a refreshable Braille display. This software represents the only method by which blind persons can independently access the Internet and related computer screen software programs.

19. Several screen access software programs are available to blind users of Windows and Apple operating system-enabled computers and devices. The most popular screen access software for a Windows computer is Job Access With Speech (“JAWS”), which must be purchased and installed separately. For Apple users, the only screen access software is VoiceOver, which is built into all Apple products. While each software program may have differences in how the user operates the software, each program requires information on the Internet to be capable of being rendered into text so that blind computer users may access it.

20. Both named Plaintiffs are proficient users of the JAWS screen reader to access the Internet.

21. iOS accessibility guidelines are also available at <https://developer.apple.com/library/ios/documentation/UserExperience/Conceptual/iPhoneAccessibility/Introduction/Introduction.html> to assist iOS mobile application developers to make their apps accessible to blind individuals.

22. Sweetgreen’s online ordering portal allows customers to “customize signature salads, filter by dietary preferences, track calories and more, all from [their] mobile-optimized site.”

23. Sweetgreen's online ordering portal is highly beneficial to customers, because it allows customers to order their food ahead of time and then pick up the food at the restaurant without waiting in line or ordering in person.

24. On January 13, 2015, Plaintiff Pyyhkala received an email from Sweetgreen about its new web-based ordering portal, encouraging him to use the service.

25. On February 25, 2015 and April 9, 2015, Plaintiff Pyyhkala attempted to place an online order through Sweetgreen's web site, but he was unable to complete the order, due to accessibility barriers with the customization feature of this new online ordering portal.

26. On April 19, 2015, Plaintiff Pyyhkala first notified Sweetgreen about the accessibility barriers he was experiencing with the online ordering portal. Sweetgreen simply responded by stating that Sweetgreen would look into the issue.

27. Plaintiff Pyyhkala again notified Sweetgreen about the accessibility issues on August 20, 2015, September 23, 2015, and October 6, 2015. On October 21, 2015, Plaintiff Pyyhkala again attempted to place an order on Sweetgreen's online ordering portal, but once again he was unable to customize his order due to the inaccessibility of the customization feature on the online ordering portal.

28. In an October 6, 2015 e-mail to Plaintiff Pyyhkala, Lauren Drell, Sweetgreen's Director of Content, stated that "This is not currently on the tech roadmap, but our tech team is looking into solutions for 2016, when we're overhauling our entire website." On October 30, 2015, Drell escalated Plaintiff Pyyhkala's e-mails to Joel Chrisman, Sweetgreen's Chief Information Officer and leader of its Information and Technology division.

29. Chrisman made clear to Plaintiff Pyyhkala that the accessibility of Sweetgreen's online ordering portal is not a priority for Sweetgreen, as he informed Plaintiff Pyyhkala that it

could take Sweetgreen several years to remedy the lack of accessibility of Sweetgreen's web site.

30. Contrary to Chrisman's assumption that addressing the inaccessibility of Sweetgreen's web site would take a significant amount of time, it would be both easy and cost-effective for Sweetgreen to make its web site and, in particular, its online ordering portal, accessible to blind customers. In fact, each day that Sweetgreen's web site and online ordering portal are inaccessible, Sweetgreen loses the business of blind customers who would like to order food online from Sweetgreen.

31. Plaintiff Pyyhkala again notified Sweetgreen about the inaccessibility issues on December 2, 2015. In his e-mails, he outlined the accessibility issues, Sweetgreen's duties to comply with Title III of the ADA and applicable state laws, a link to a document from a prior web site accessibility lawsuit that offers best practices for accessibility, and noted that Sweetgreen was not demonstrating the proper sense of urgency concerning this problem, and warned that he may take legal action over this accessibility issue.

32. Plaintiff Pyyhkala also experienced accessibility problems when attempting to use Sweetgreen's iOS mobile application.

33. Mr. Pyyhkala uses an iPhone with VoiceOver, a talking software program that allows him to access all of the menus and applications on his phone.

34. On February 2, 2016, Plaintiff Pyyhkala again attempted to place a customized order with Sweetgreen, this time using Sweetgreen's mobile application on his iPhone. He was ultimately not able to place the order due to accessibility barriers.

35. Sweetgreen's mobile application contains many unlabeled buttons that do not conform to Apple's iOS accessibility guidelines.

36. When trying to add or remove an ingredient during the customization process, the app did not verbally indicate what ingredients were added, changed, or removed, making it impossible for Plaintiff Pyyhkala to know what ingredients were being included in his order.

37. Information was formatted in the app such that it could not readily be read via VoiceOver.

38. Sweetgreen's mobile application has a final checkout step where the user normally presses the "place order" button. But Mr. Pyyhkala never made it past this screen. When he tapped the "place order" button, the phone vibrated, but no error message was detected with VoiceOver, even after scrolling through the entire screen, and no order could be placed.

39. As a result, Plaintiff Pyyhkala was not able to complete his order or enjoy his desired salad for dinner on February 2, 2016.

40. On December 17, 2015, Plaintiff Farmer tried placing an order with Sweetgreen through its online ordering portal and was unable to complete his order due to the same inaccessibility of the customization feature that Plaintiff Pyyhkala had encountered.

41. Mr. Farmer did not order from Sweetgreen again, and on January 14, 2016, he e-mailed Lauren Drell, Sweetgreen's Director of Content, about the inaccessibility issues he experienced.

42. Plaintiff Farmer has not yet heard back from Sweetgreen about his complaint over the inaccessibility of Sweetgreen's online ordering portal.

CLASS ALLEGATIONS

43. Plaintiffs seek certification of a Class pursuant to Rules 23(a) and 23(b)(2), of the Federal Rules of Civil Procedure or, alternatively, under Rules 23(a) and (b)(3). Plaintiffs will seek to certify a class composed of: “all legally blind individuals in the United States who, on or after January 1, 2015, attempted to place an order on Sweetgreen’s online ordering portal or mobile application, but were unable to complete an order due to accessibility barriers with such online portal or application.”

Impracticability of Joinder

44. 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. Upon information and belief, hundreds to thousands of blind individuals are part of the proposed class, and the members of the class are geographically dispersed throughout the nation, including in New York, the District of Columbia, California, Massachusetts, Maryland, Virginia, Pennsylvania, and the states that border Sweetgreen’s locations in these states.

Commonality

45. This case arises out of Sweetgreen’s common policy and/or practice of denying blind persons full and equal access to the goods and services of Sweetgreen’s online ordering portal and mobile application, as both are inaccessible to blind persons. Due to Sweetgreen’s policy and/or practice of failing to remove access barriers, blind customers have been and are still being denied full and equal access to Sweetgreen’s online ordering portal and mobile application, and the benefits and conveniences those services offer.

46. The central questions in this case concern whether Sweetgreen's online ordering portal and mobile application are inaccessible to blind customers and whether the inaccessibility of the portal and application violate the ADA, New York State law and New York City law. Because the same online ordering portal and mobile application are used by customers who seek to place online orders throughout the United States, the answer to these factual and legal questions will produce common answers for all class members.

47. Plaintiffs' claims raise subsidiary common questions that will also have common answers for each class member, including whether Sweetgreen's restaurants and/or online portal and mobile application constitute a place of public accommodation under the ADA, New York State law, and New York City law.

Typicality

48. The claims of the named Plaintiffs are typical of those of the proposed Class. Plaintiffs challenge a single policy by which Sweetgreen provided an online ordering portal and mobile application that are inaccessible to blind customers throughout the United States. Plaintiffs Pyyhkala and Farmer experienced the same type of accessibility under Sweetgreen's inaccessible online ordering portal and mobile application that other blind customers experienced, and these Plaintiffs and all Class Members will continue to experience the same type of accessibility barriers when ordering food from Sweetgreen online until Sweetgreen makes its online ordering portal and mobile application accessible.

49. The relief sought in this action primarily consists of a declaration that Sweetgreen violated the rights of the named Plaintiffs and all of the other members of the Class under the ADA, as well as under New York State and New York City law, an order requiring Sweetgreen to make its online ordering portal and mobile application accessible to blind customers, and an

order requiring Sweetgreen to compensate blind customers who have been subjected to Sweetgreen's inaccessible online ordering portal and mobile application.

Adequacy

50. Plaintiffs will fairly and adequately represent and protect the interests of the members of the Class. Plaintiffs are aware of no conflict with any other member of the Class. Plaintiffs understand their obligations as class representatives, and have already undertaken steps to fulfill them, and are prepared to continue to fulfill their duties as class representatives.

51. Plaintiffs have retained and are represented by counsel competent and experienced in complex class action litigation, including class actions brought under the Americans with Disabilities Act.

Rule 23(b)(2)

52. This action is maintainable as a class action under Fed. R. Civ. P. 23(b)(2) 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 Plaintiffs and the Class as a whole.

53. Sweetgreen has violated the ADA and New York State and City law in the same manner as to all members of the Class by having a single pattern and/or practice of having an online ordering portal and mobile application that are inaccessible to blind customers. As such, Sweetgreen has acted or refused to act on grounds generally applicable to the Class.

54. Plaintiffs seek monetary relief that is incidental to the declaratory relief that Plaintiffs seek in this action. Specifically, Plaintiffs seek a uniform amount of damages for each class member who were prevented from placing online orders with Sweetgreen. Because

Plaintiffs seek identical amounts of monetary damages for all class members, the monetary relief in this action may be calculated in a simple, objective, and mechanical manner.

Rule 23(b)(3)

55. Alternatively, class certification is appropriate under Fed. R. Civ. P. 23(b)(3) because questions of law and fact common to Class members 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.

56. By resolving the common legal and factual questions identified above in a single class proceeding, each member of the class will receive a determination of whether Sweetgreen violated his or her rights under the ADA and New York State and City law. These questions predominate over the few, if any, issues that may affect individual class members.

57. Upon information and belief, there are no other pending lawsuits in which similar members of the Class have raised similar allegations against Sweetgreen.

58. It is desirable to concentrate the litigation of the claims in this particular forum, as Sweetgreen's web site states that all claims against Sweetgreen should be brought in the federal courts in New York City.

59. There are no difficulties in managing this case as a class action.

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

CLAIMS FOR RELIEF

COUNT I

**Violation of the Americans With Disabilities Act, 42 U.S.C. § 12182
(On Behalf of All Plaintiffs and the Class)**

61. Plaintiffs incorporate by reference the foregoing allegations as though fully set forth herein.

62. On July 12, 1990, Congress enacted the Americans with Disabilities Act “to provide a clear and comprehensive national mandate for the elimination of discrimination against individuals with disabilities.” 42 U.S.C. § 12101(b)(1).

63. Title III of the ADA states that “[n]o individual shall be discriminated against on the basis of disability in the full and equal enjoyment of goods, services, facilities, privileges, advantages, or accommodations of any public place of accommodation by any person who owns, leases (or leases to), or operates a place of public accommodation.” 42 U.S.C. § 12182(a).

64. Plaintiffs are both individuals with disabilities within the meaning of 42 U.S.C. § 12102.

65. Defendant Sweetgreen is a “private entity who owns, leases, (or leases to), or operates a place of public accommodation,” and therefore has an obligation to comply with Title III of the ADA, including 42 U.S.C. § 12182.

66. The benefits provided by Sweetgreen’s online ordering portal as part of its web site and its mobile application are goods, services, facilities, privileges, advantages, or accommodations of Sweetgreen.

67. Sweetgreen’s web site and mobile application contain barriers that prevent full and equal enjoyment of Sweetgreen’s goods, services, facilities, privileges, advantages, or accommodations by blind persons, including the Plaintiffs who use screen access software.

68. The inaccessibility of Sweetgreen's web site and mobile application denies blind customers full and equal enjoyment of the goods, services, facilities, privileges, advantages, or accommodations that Sweetgreen makes available to the sighted public. Accordingly, Sweetgreen is systematically violating the ADA, in that it is denying blind customers the benefits of access to and full enjoyment of its place of public accommodation.

69. Sweetgreen's violations are ongoing and continue to deny accessibility to blind customers who use or wish to use Sweetgreen's online ordering services to place their orders.

70. Title III of the ADA also makes it "discriminatory to afford an individual or class of individuals, on the basis of a disability or disabilities of such individual or class . . . with the opportunity to participate in or benefit from a good, service, facility, privilege, advantage, or accommodation that is not equal to that afforded to other individuals." 42 U.S.C. § 12182(b)(A)(ii).

71. By providing features on Sweetgreen's web site and mobile application that are inaccessible, and by failing to address the inaccessibility of these features, despite the complaints lodged by Plaintiffs, Sweetgreen has denied Plaintiffs and continues to deny Plaintiffs, on the basis of their disabilities, the same access to Sweetgreen's goods, services, facilities, privileges, advantages, or accommodations as the access provided to individuals without disabilities, namely by providing blind customers with a less efficient, effective, and expedient ordering process.

COUNT II
Violation of the New York State Human Rights Law
15 N.Y. Exec. Law § 290 et seq.
(On Behalf of All Plaintiffs and the Class)

72. Plaintiffs incorporate by reference the foregoing allegations as though fully set forth herein.

73. Sweetgreen is and was at all times relevant to this Complaint a public accommodation as defined by the NYSHRL, 15 N.Y. Exec. Law § 292(9).

74. Plaintiffs Pyyhkala and Farmer are persons with disabilities within the meaning of NYSHRL, 15 N.Y. Exec. Law § 292(21).

75. Defendant's failure to remove accessibility barriers to both its web site and mobile application violates the NYSHRL, because removal of these barriers would not "fundamentally alter the nature of such facilities, privileges, advantages or accommodations," and removal of the barriers "is readily achievable." 15 N.Y. Exec. Law § 296-2(c)(i)-(iii).

76. Pursuant to NYSHRL, places of public accommodation must "make reasonable modifications in policies, practices, or procedures, when such modifications are necessary to afford facilities, privileges, advantages or accommodations to individuals with disabilities." 15 N.Y. Exec. Law § 296-2(c)(i).

77. Defendant's failure to make reasonable modifications to its web site and mobile application sufficient to afford individuals with disabilities access to its goods, services, facilities, privileges, advantages, or accommodations violates the NYSHRL and injured Plaintiffs Pyyhkala and Farmer and the other members of the proposed Class by effectively denying them access to its goods and services.

COUNT III

**Violation of the New York City Human Rights Law, N.Y.C. Admin. Code § 8-101, *et seq.*
(On Behalf of All Plaintiffs and the Class)**

78. Plaintiffs incorporate by reference the foregoing allegations as though fully set forth herein.

79. Sweetgreen is and was at all times relevant to this Complaint a place or provider of public accommodation, as defined by NYCHRL, N.Y.C. Admin. Code § 8-102(9).

80. Plaintiffs Pyyhkala and Farmer are persons with disabilities, as defined by NYCHRL, N.Y.C. Admin. Code § 8-102(16).

81. Defendant's failure to remove accessibility barriers to its web site and mobile application violates the NYCHRL because Defendants are required to "make reasonable accommodation to enable a person with a disability to . . . enjoy the right or rights in question provided that the disability is known or should have been known by the covered entity." N.Y.C. Admin. Code § 8-107(15)(a).

82. Upon information and belief, prior to the specific complaints of Plaintiffs, Sweetgreen knew or should have known that blind customers would not be able to place orders through Sweetgreen's web site or mobile application due to the lack of accessibility.

83. After Plaintiffs Pyyhkala and Farmer complained about the lack of accessibility of Sweetgreen's web site or mobile application, Sweetgreen had actual notice that blind customers were not able to place orders through Sweetgreen's web site or mobile application due to the lack of accessibility.

84. Upon information and belief, before and after Plaintiff Pyyhkala complained on April 19, 2015 about the lack of accessibility of Sweetgreen's web site or mobile application, Sweetgreen failed to remove these barriers, despite knowing that Sweetgreen's web site and

mobile application were inaccessible to blind customers in violation of New York City law.

PRAYER FOR RELIEF

Plaintiffs request that this Court:

- A. Declare that Sweetgreen has violated the ADA, the NYSHRL, and the NYCHRL;
- B. Enter a permanent injunction requiring Sweetgreen to remove accessibility barriers to its web site and mobile application so that blind customers can place orders with Sweetgreen in the same manner as sighted customers;
- C. Certify the proposed Class under Federal Rules 23(a) and (b)(2), or alternatively under Rules 23(a) and (b)(3);
- D. Award Plaintiffs compensatory damages under the NYCHRL and NYSHRL;
- E. Award Plaintiffs punitive damages under the NYCHRL;
- F. Award Plaintiffs their costs and attorneys' fees, including litigation expenses, reasonably incurred in the prosecution of the action;
- G. Award any further relief as the court may deem appropriate.

Plaintiffs, by their counsel and pursuant to Rule 38(b) of the Federal Rules of Civil Procedure, hereby demand a jury trial on all issues triable by a jury.

Dated: March 22, 2016

Respectfully Submitted,

/s/ Matthew K. Handley

Matthew K. Handley

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