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15 Attorneys for Claimant Lori King

16 AMERICAN ARBITRATION ASSOCIATION
17 LOS ANGELES, CALIFORNIA

18 Lori Ann King,

19 Claimant,

20 vs.

21 Kaplan Inc., a Delaware corporation
22 dba Concord Law School aka
23 Concord University Law School;

24 Kaplan Higher Education
25 Corporation, a Delaware corporation
26 dba Concord Law School aka
27 Concord University Law School;

28 The Washington Post Company, a
Delaware corporation; and

DOES 1 through 10,

Respondents.

Case No. 72 516 00133 10 SLM

**CLAIMANT LORI KING'S
AMENDED ARBITRATION
DEMAND**

1 **TO ALL PARTIES AND THEIR ATTORNEYS OF RECORD:**

2 **PLEASE TAKE NOTICE** that Claimant Lori Ann King, by and through her
3 attorneys, hereby submits her amended demand for arbitration against Respondents
4 Kaplan, Inc. and Kaplan Higher Education Corporation, both doing business as
5 Concord Law School, also known as Concord University Law School, and their
6 corporate parent, The Washington Post Company, pursuant to Section 5 of the parties'
7 Concord Law School enrollment agreements dated August 4, 2006 and October 24,
8 2007 ("Agreement"). Pursuant to the Agreement, the arbitration shall be administered
9 by the American Arbitration Association's Los Angeles office under the Commercial
10 Arbitration Rules. Ms. King requests that the Supplemental Consumer Arbitration
11 Rules also apply in that the Agreement constituted a contract for personal educational
12 services for which Ms. King was unable to negotiate the terms.

13 **INTRODUCTION**

14 1. Defendant Concord Law School is an online juris doctorate program of
15 Kaplan University, classes of which are conducted entirely over the internet. Kaplan
16 University is a division of Kaplan Inc., the ubiquitous test preparation company,
17 which is a subsidiary of the Washington Post Company. Concord opened its virtual
18 doors in 1998 and has graduated more than 1,000 law students. According to its
19 website, Concord currently serves over 1,500 law students, making it one of the
20 largest - if not *the* largest – juris doctorate program in the United States.

21 2. Claimant Lori Ann King is profoundly hearing impaired and has been
22 since the age of five. Most relevant to this case, Ms. King's impairment prevents her
23 from comprehending audio from a television, stereo, or computer. She received an
24 undergraduate Bachelor of Science degree in Legal Studies/Alternate Dispute
25 Resolution from Kaplan University in 2006, achieving a 3.99 grade point average. As
26 a Kaplan University undergraduate, Ms. King was able to excel because the program
27 did not use online video or audio lectures.

1 3. Ms. King enrolled in Concord Law School of Kaplan University in late
2 2006, and began the program in January 2007. To Ms. King’s great surprise, Concord
3 relies almost entirely on audio and video lectures (some real-time, some taped)
4 featuring law professors from across the country. Concord also facilitates review
5 sessions, student group meetings, guest speakers and seminars, and additional
6 activities through live online audio and/or video. Additionally, Concord relies on live
7 lectures for students’ preparation for the First Year Law Student Exam, an
8 examination mandated by the State Bar of California for all students at unaccredited
9 law schools before they may move on to their second year of law school.

10 4. As discussed more fully herein, Respondents at all times were legally
11 obligated to make their program, services, and activities fully available and accessible
12 to Ms. King by reasonably accommodating her hearing impairment. Respondents are
13 multi-billion dollar corporations, such that provision of captioning and other auxiliary
14 aids and services are miniscule expenses. Instead of properly accommodating Ms.
15 King, they substituted their own judgment as to the proper accommodation, and even
16 then failed to deliver them in a timely manner, causing her to fall well behind in her
17 studies. For a period of 15 months, Respondents deliberately disregarded Ms. King’s
18 needs and otherwise failed to properly accommodate her, as required by the
19 Americans with Disabilities Act, and other state and federal statutes. Due to
20 Respondents’ actions and inaction, Ms. King ultimately never passed the First Year
21 Law School Exam, and as a result, has been unable to complete her law degree. Ms.
22 King has endured three years of turmoil, segregation, emotional distress, and various
23 pecuniary and non-pecuniary damages. She brings this action to obtain compensation
24 for her horrific experience.

25 5. This case arise under Title III of the Americans with Disabilities Act, 42
26 U.S.C. §§ 12181-12188 (“ADA”); Section 504 of the Rehabilitation Act of 1973, 29
27 U.S.C. § 794 (“Rehab Act”); the Unruh Civil Rights Act, Cal. Civil Code §§ 51 and
28 52 (“Unruh Act”); the Blind and Disabled Persons Act, Cal. Civil Code § 54 et seq.

1 (“Disabled Persons Act”); Unfair Competition Act , Cal. Bus. & Prof. Code § 17200
2 et seq.; and includes common law claims of negligence and negligence per se. Ms.
3 King is entitled to compensatory, statutory, and punitive damages for each instance of
4 Respondents’ failure to properly accommodate her and, overall, for their denying her a
5 full and equal opportunity to complete Concord’s program and otherwise enjoy a level
6 playing field with her fellow students.

7 **PARTIES**

8 6. Claimant Lori King resides at 3246 Linda's Circle, Conyers, Georgia,
9 30013. At all relevant times, Ms. King has been profoundly hard of hearing such that
10 she is substantially limited in the major life activity of hearing. Ms. King is
11 essentially deaf to all audio from a computer, television, or in a live scenario where
12 the speaker is not close enough for Ms. King to read his or her lips. At all relevant
13 times, Ms. King has been a “person with a disability” within the meaning of the ADA,
14 Rehab Act, Unruh Act, and Disabled Persons Act.

15 7. At all relevant times, Concord Law School, a program of Kaplan
16 University, has been a division of Respondents Kaplan Inc. and/or Kaplan Higher
17 Education Corporation (collectively “Kaplan”). The Kaplan corporations are
18 Delaware corporations with offices located throughout the United States. Kaplan’s
19 Los Angeles office is located at 10866 Wilshire Boulevard, Suite 1200, Los Angeles,
20 California 90024. Kaplan is an international provider of educational and career
21 services for individuals, schools, and businesses.

22 8. Kaplan is a wholly owned subsidiary or division of Respondent The
23 Washington Post Company (“Washington Post”), a Delaware corporation.
24 Washington Post is an education and media company whose principal operations
25 include educational and career services, newspaper and magazine publishing,
26 television broadcasting, cable television systems, and electronic information services.
27 Washington Post’s principal place of business is located at 1150 15th Street, NW,
28 Washington, DC 20071.

1 9. Ms. King does not know the true names and capacities of Respondents
2 DOES 1 through 10, and so has included them by fictitious names. Ms. King is
3 informed and believes that each of the DOE respondents is responsible in some way
4 for the acts and omissions alleged herein. Ms. King will amend this demand to allege
5 the true names and capacities of these fictitiously named parties when they are
6 ascertained.

7 10. Kaplan, Washington Post, and the DOE respondents are collectively
8 referred to herein as “Respondents.”

9 11. At all relevant times, Respondents, and each of them, were acting in
10 concert with each other, acting as each other’s agent, principal, subsidiary,
11 representative, alter ego, officer, employee, manager, director, shareholder, partner,
12 co-conspirator, aider and abetter, employer, and fiduciary, in committing the acts and
13 omissions alleged herein and proximately causing harm to Ms. King.

14 12. At all relevant times, Respondents, and each of them, were legally
15 responsible to Ms. King for each of their co-respondents’ acts and omissions alleged
16 herein as though they had each committed each act themselves, and at all times
17 authorized, directed, and ratified the acts and omissions of each remaining respondent.

18 **FACTS COMMON TO ALL CLAIMS FOR RELIEF**

19 13. At all relevant times, Respondents have been private entities who own,
20 operate, lease, or lease to Concord Law School, a “place of public accommodation”
21 within the meaning of Title III of the ADA. The operation of Concord affects
22 commerce.

23 14. At all relevant times, Respondents were recipients of federal financial
24 assistance within the meaning of the Rehab Act.

25 15. At all relevant times, Respondents have owned and/or operated Concord,
26 a “business establishment” within the meaning of the Unruh Act, a “private school”
27 subject to the Disabled Persons Act, and a “business” within the meaning of the
28 Unfair Competition Act.

1 16. Concord is a four-year online program that enables students to work
2 toward the attainment of a Juris Doctor degree in accordance with the California Rules
3 for Distance Learning Education. As part of the program, students must complete
4 teaching modules in sequence (a module must be completed before moving on to the
5 subsequent module), and students must take and pass the First Year Law School
6 Examination, also known as the “Baby Bar Exam.” Respondents manage and operate
7 Concord from Kaplan’s Los Angeles offices. Respondents currently collect
8 approximately \$9,600 in tuition per Concord student per year, and currently enroll
9 more than 1,500 law students.

10 17. Ms. King attended Respondents’ Kaplan University undergraduate online
11 program and obtained a Bachelor of Science degree in Legal Studies/Alternate
12 Dispute Resolution in October 2006 with a 3.99 grade point average.

13 18. Throughout her undergraduate program, Ms. King had no need to request
14 reasonable accommodation for her hearing impairment as all components of the
15 curriculum were provided in written form, including: (1) live classes where professors
16 would type each and every word spoken and all students would type each and every
17 question and answer; and (2) a message board where professors and students would
18 converse in a strictly written format. Ms. King's success in the undergraduate program
19 was due in large part to having full and equal access to the program.

20 19. Ms. King expected that the same or similar format would be utilized by
21 Concord. No advertising or other promotional materials obtained by Ms. King prior
22 to her enrollment at Concord specified the mode of communication of class lectures,
23 review sessions, and student clubs and associations.

24 20. Ms. King enrolled as a full-time student with Concord in January 2007.
25 At all relevant times, she has attended and participated in the program from her home
26 in Conyers, Georgia. Ms. King paid Concord \$17,500.00 in tuition for the first two
27 years of her program, paid in part via federal Stafford student loans. Ms. King has
28 also paid additional monies to Concord and other entities for seminars, review

1 sessions, books, school supplies, and other materials necessary for her law school
2 program.

3 21. Several components of Concord's legal education program are relevant to
4 Ms. King's claims: (1) live classes; (2) pre-recorded video lectures; (3) speakers'
5 bureau seminars; (4) extracurricular activities, including but not limited to student
6 groups, clubs, and sponsored events; and (5) online and live review courses designed
7 to assist students with passing the Baby Bar Exam.

8 **Live Class Lectures and Chats**

9 22. At all relevant times, Concord classes have been conducted live and
10 online. Professors speak into a microphone and the audio is transmitted to students
11 over the internet. Students cannot see the professor as there is no video. Students
12 communicate with their professors and with all other students during the live classes
13 in writing by typing text in a "chat room." Live classes are then archived in audio
14 format and are available online to all Concord students at their convenience.

15 23. When Ms. King enrolled in January 2007, she immediately realized that
16 she needed accommodations in order to participate fully in the live audio classes. She
17 requested accommodations from Concord's Associate Dean, Cassandra Colchagoff, in
18 writing on January 03, 2007, on a disability accommodation request form provided by
19 Concord. Ms. King specifically requested closed captioning of all video and live
20 classes and stated that she could not comprehend the speaker without such
21 accommodations.

22 24. To permit deaf and other hearing impaired persons to comprehend and
23 participate in live events, it is commonplace to utilize "real-time" captioning for
24 lectures and other live presentations, and to provide closed captioning for previously
25 recorded material. "Real-time" refers to certified stenographers who type in
26 verbalizations in real time, achieving approximately 98% accuracy. Closed captioning
27 can of course achieve 100% accuracy. Costs for captioning varies, but Ms. King is
28 informed, believes and, based thereon, alleges that the costs would have been feasible

1 for (if not insignificant to) Respondents. For an enrollment of more than 1,500
2 students, Concord receives more than \$14,400,000 per year in tuition alone. Kaplan
3 Inc.'s assets, according to its website, totaled more than \$1 billion in 2004. This does
4 not even include the Washington Post's resources. Providing captioning to Ms. King,
5 to allow her to study on an equal basis with her fellow nondisabled students, would,
6 therefore, not have been undue burden for Respondents.

7 25. Rather than provide Ms. King's requested accommodation, Concord
8 instead unilaterally decided to provide her with professor notes 24 hours prior to the
9 start of a given class. This decision essentially excluded Ms. King from participating
10 in the live lectures and chat discussions. Written notes do not provide a student full
11 access to, nor allow them to participate in, the live classes with the professor and other
12 students. They have the effect of isolating and segregating the student, providing
13 them with a separate and *unequal* experience.

14 26. Unfortunately, in this case, even the promised accommodation was not
15 provided in a timely manner. In fact, Ms. King's notes were routinely sent late, often
16 *months* after the fact, and were incomplete, did not provide the necessary context, and
17 otherwise disadvantaged Ms. King academically. Most importantly, they were an
18 inadequate substitute for the opportunity to participate real-time in the program
19 (complete with fabled Socratic teaching method) that her similarly situated non-
20 hearing impaired classmates received.

21 27. Despite Ms. King's repeated requests for captioning, made in writing
22 various times after it was clear the professors' notes were untimely and inadequate,
23 Concord still repeatedly refused to modify their decision. Concord also refused to
24 provide transcripts of class sessions, which would have at least permitted Ms. King to
25 review each lecture in its entirety (though well after the live class was held).
26 Similarly, Concord refused to caption the live classes after they had been held,
27 depriving her of the opportunity to review lectures online on an equal basis as her
28 classmates.

1 28. Through email correspondence, Concord was aware and acknowledged
2 that Ms. King was falling well behind in the program, it nevertheless did not alter its
3 decision as to her accommodation.

4 **Video Lectures**

5 29. At all relevant times, Concord also integrated video lectures by
6 prominent legal experts and academics into the educational program. Students are
7 able to view them online at any time of day, or download them to a computer or
8 personal electronic device such as an iPod.

9 30. Concord did not, and refused to, caption these taped video lectures so that
10 Ms. King could have equal access to these essential academic resources as did her
11 classmates. She, therefore, was denied all benefit of these pre-recorded lectures by
12 esteemed law faculty, such as Harvard University's Arthur Miller.

13 31. As a result of Respondents' failure to caption the live and recorded
14 lectures, Ms. King was put at a severe disadvantage and fell well behind in all of her
15 courses, was not able to fully comprehend her course of study, and did not receive
16 equal (or even somewhat similar) educational benefits, solely due to her disability.
17 Most importantly, Ms. King could not progress in the program and was effectively
18 denied the legal education program for which she enrolled and paid.

19 32. Despite Ms. King's repeated requests for proper accommodations during
20 her first year, Concord denied her requests without explanation or justification.
21 Respondents acted arbitrarily and capriciously in denying her the same learning
22 opportunities afforded to nondisabled students.

23 33. In April 2008, more than one year after Ms. King's initial accommodation
24 request, Concord finally began to provide Ms. King with some captioning of classes.
25 Unfortunately, even after certain captioning was provided, Respondents still refused to
26 provide certain auxiliary aids and services to allow Ms. King a full opportunity to
27 benefit from the Concord program that hearing students enjoyed.

1 **Extracurricular Activities And Events**

2 34. At all relevant times, Concord arranged for various student groups, such
3 as the American Constitutional Society, to conduct their meetings online via
4 “PalTalk,” an audio feed transmitted over the internet that allows students and a
5 moderator to communicate. Certain student groups also conduct meetings via
6 telephone conference calls.

7 35. Despite her repeated requests for accommodation to participate in these
8 meetings, Concord has refused. When Ms. King sought to participate in Concord's
9 American Constitutional Society, she was informed that the group was not able to
10 accommodate students with hearing impairments.

11 36. Additionally, Concord hosts a number of in-person social, networking,
12 and educational events such as the "Baby Bar Bash," moot court competition, and
13 Concord’s graduation ceremony. These events are promoted and organized by
14 Concord at physical locations throughout the United States. Despite Ms. King's
15 requests for accommodation to allow her to participate, Concord has refused to
16 provide auxiliary aids or services to make these extracurricular activities and events
17 available and accessible to Ms. King.

18 37. As a result, despite eventually providing certain captioning, Concord
19 continued to isolate and segregate Ms. King from nondisabled students and continued
20 to deny her a full and equal opportunity to participate in and benefit from its education
21 program.

22 **“Baby Bar Exam” Review Classes**

23 38. At all relevant times, Concord has offered a course called “Concord First
24 Time Success” (as well as “Concord Second Time Success”), which costs additional
25 tuition. The course is a “Baby Bar Exam” review program that assists students to
26 prepare for and pass the essential exam. The course uses a timeline for a suggested
27 study pace, though students can advance at their own pace, as the classes are available
28 online on demand.

1 39. As with the other aspects of Concord’s program, Ms. King requested that
2 these “Success” classes be captioned so that she could participate and adequately
3 prepare for the Baby Bar Exam. Despite her repeated requests, Concord only supplied
4 Ms. King with transcripts, which required substantial time to print and read, and
5 ultimately left Ms. King unable to advance at her own pace and benefit from the
6 course.

7 40. Concord also offers a three-day live review course in California prior to
8 the Baby Bar Exam. Ms. King requested remote online captioning of the event, which
9 Concord refused to provide. Though Concord agreed to provide live captioning if she
10 attended the program in person, Ms. King was unable to attend due to medical reasons
11 (proof of which she provided to Concord). As a result, Ms. King was denied the
12 benefit of the live review class as well.

13 41. Due to Concord’s various failures to properly accommodate Ms. King,
14 and despite her best efforts to study on her own, she ultimately took and failed the
15 Baby Bar Exam and was thereby forced to repeat portions of law school. Even after
16 receiving some limited captioning from Concord, the emotional toll of her experience
17 has prevented her from ever passing the Baby Bar Exam and further pursuing her
18 degree. To date she has been unable to return to school.

19 42. As a result of Respondents’ acts and omissions, Ms. King has been
20 injured and has suffered severe emotional pain, suffering, mental anguish (including
21 that associated with isolation and segregation from one’s peers), and loss of
22 enjoyment of life. This emotional stress has caused Ms. King to seek psychological
23 treatment and has caused unnecessary stress in her marriage.

24 43. Ms. King has also incurred monetary damages as a result of
25 Respondents’ acts and omissions, including but not limited to lost income, tuition,
26 additional student loan interest, costs for books, supplies, review classes, and
27 counseling.

1 **FIRST CLAIM FOR RELIEF**

2 **Violation of the Americans with Disabilities Act – Title III**

3 **(42 U.S.C. § 12181 et seq.)**

4 44. Ms. King re-alleges and incorporates by reference all previous
5 paragraphs.

6 45. The Americans with Disabilities Act was enacted by Congress in 1990,
7 and its implementing regulations were promulgated shortly thereafter. The ADA
8 expanded the nondiscrimination provisions of Section 504 of the Rehabilitation Act of
9 1973, which was applicable to all entities receiving federal funds, enacted nearly 20
10 years earlier. Respondents' Concord Law School opened its virtual doors in 1998 and
11 had been in business for nine years before Ms. King's enrollment. As such,
12 Respondents knew or should have known of the Rehab Act's and the ADA's
13 nondiscrimination obligations at the time of Ms. King's requests.

14 46. Title III of the ADA provides that "no individual shall be discriminated
15 against on the basis of disability in the full and equal enjoyment of the goods,
16 services, facilities, privileges, advantages, or accommodations of any place of public
17 accommodation by any person who owns, leases (or leases to), or operates a place of
18 public accommodation." 42 U.S.C. § 12182(a).

19 47. The ADA further provides that "it shall be discriminatory to afford an
20 individual or class of individuals, on the basis of a disability or disabilities of such
21 individual or class, directly, or through contractual, licensing, or other arrangements
22 with the opportunity to participate in or benefit from a good, service, facility,
23 privilege, advantage, or accommodation that is not equal to that afforded to other
24 individuals." 42 U.S.C. § 12182(b)(1)(A)(ii).

25 48. Discrimination under the ADA includes "a failure to take such steps as
26 may be necessary to ensure that no individual with a disability is excluded, denied
27 services, segregated or otherwise treated differently than other individuals because of
28 the absence of auxiliary aids and services . . ." 42 U.S.C. § 12182(b)(2)(A)(iii).

1 49. By virtue of their acts and omissions herein alleged, Respondents have
2 violated Title III of the ADA as follows:

3 a. Failing to provide full and equal enjoyment of their educational
4 services to Ms. King;

5 b. Failing to provide reasonable accommodations necessary to allow
6 Ms. King to fully participate on an equal (or even equivalent basis) in
7 Concord's program;

8 c. Failing to provide auxiliary aids and services necessary to ensure
9 that Ms. King has equal access to and an equal opportunity to participate in and
10 benefit from, equally and fully, Defendants' legal education program; and

11 d. Failing to provide Ms. King with communication that was as
12 effective as that provided to non-hearing impaired students.

13 50. Pursuant to 42 U.S.C. § 12181 et seq., Ms. King is entitled to declaratory
14 relief and to recover reasonable attorneys fees and costs incurred in bringing this
15 action. The alleged ADA violations also constitute violations of the Unruh Act and
16 Disabled Persons Act, as alleged in Ms. King's third and fourth claims for relief.

17 **SECOND CLAIM FOR RELIEF**

18 **Violation of Section 504 of the Rehabilitation Act of 1973**

19 **(29 U.S.C. § 794 et seq.)**

20 51. Ms. King re-alleges and incorporates by reference all previous
21 paragraphs.

22 52. The Rehab Act provides that no qualified individual with a disability,
23 solely by the reason of his or her disability, may "be excluded from the participation
24 in, be denied the benefits of, or be subjected to discrimination under any program or
25 activity receiving Federal financial assistance."

26 53. Respondents receive federal financial assistance including, but not
27 necessarily limited to, federal student loan monies.

28 54. By virtue of their acts and omissions herein alleged, Respondents have

1 violated the Rehab Act in various ways, including but not limited to the following:

2 a. Failing to provide reasonable academic accommodations that were
3 agreed upon or otherwise necessary to allow Ms. King to participate on a level
4 playing field with her fellow students;

5 b. Failing to make reasonable modifications in policies and/or
6 administrative procedures consistent with those required the Rehab Act;

7 c. Failing to provide auxiliary aids and services consistent with those
8 required by the Rehab Act; and

9 d. Failing to provide Ms. King with effective communication.

10 55. As a result of Respondents' acts and omissions, Ms. King has been
11 injured and suffered emotional pain, suffering, mental anguish, loss of enjoyment of
12 life, and other pecuniary and non-pecuniary losses.

13 56. Pursuant to 29 U.S.C. § 794 et seq., Ms. King is entitled to declaratory
14 relief, monetary damages, and reasonable attorneys fees and costs incurred in bringing
15 this action.

16 **THIRD CLAIM FOR RELIEF**

17 **Unruh Civil Rights Act**

18 **(Cal. Civ. Code § 51 et seq.)**

19 57. Ms. King re-alleges and incorporates by reference all previous
20 paragraphs.

21 58. California's Unruh Civil Rights Act provides: "All persons within the
22 jurisdiction of this state are free and equal, and no matter what their . . . disability [or]
23 medical condition, are entitled to the full and equal accommodations, advantages,
24 facilities, privileges, or services in all business establishments of every kind
25 whatsoever."

26 59. Respondents own and operate Concord Law School, a private university
27 doing business in California, which is a "business establishment" within the meaning
28 of the Unruh Act.

1 60. By virtue of the acts and omissions alleged herein, Respondents have
2 failed to provide Ms. King with full and equal accommodations, advantages, facilities,
3 privileges, and/or services due solely to Ms. King's disability and medical condition,
4 and as such, have violated the Unruh Act.

5 61. Respondents are liable for each and every violation of the Unruh Act for
6 Ms. King's actual damages, and any amount that may be determined by the arbitrator,
7 up to a maximum of three times the amount of actual damage, but in no case less than
8 \$4,000 per violation. In this case, Concord is liable for each lecture, program, and
9 activity offered to its enrolled students for which it failed to properly accommodate
10 Ms. King, for a period of no less than 15 months for certain violations, and continuing
11 through the present for other violations.

12 62. Ms. King is also entitled to declaratory relief, and her reasonable
13 attorneys' fees and costs. Cal. Civ. Code § 52(a).

14 **FOURTH CLAIM FOR RELIEF**

15 **Blind And Disabled Persons Act**

16 **(Cal. Civ. Code § 54 *et seq.*)**

17 63. Ms. King re-alleges and incorporates by reference all previous
18 paragraphs.

19 64. The Disabled Persons Act provides that people with disabilities shall
20 have full and equal use and privileges of, among many other things, private schools
21 such as Concord.

22 65. By virtue of the acts and omissions alleged herein, Respondents have
23 failed to provide Ms. King with full and equal use and privileges of its program, due
24 solely to Ms. King's disability and medical condition, and as such, have violated the
25 Disabled Persons Act.

26 66. By violating the Disabled Persons Act, Respondents are liable for each
27 offense for the actual damages, and up to three times actual damages, but in no case
28 less than one thousand (\$1,000) per violation, and attorneys' fees and costs.

1 **FIFTH CLAIM FOR RELIEF**

2 **Unfair Competition Act**

3 **(Cal. Bus. & Prof. Code § 17200 *et seq.*)**

4 67. Ms. King re-alleges and incorporates by reference all previous
5 paragraphs.

6 68. By virtue of the acts and omissions alleged herein, Respondents have
7 committed unlawful, unfair, and/or fraudulent business acts and practices within the
8 meaning of the California Unfair Competition Act.

9 69. Ms. King seeks declaratory relief and disgorgement of all monies paid by
10 her to Concord during the relevant time period.

11 70. Pursuant to the Unfair Competition Act and California Code of Civil
12 Procedure § 1021.5, Ms. King is entitled to recover her reasonable attorneys' fees and
13 costs incurred in bringing this action.

14 **SIXTH CLAIM FOR RELIEF**

15 **Negligence & Negligence Per Se**

16 71. Ms. King re-alleges and incorporates by reference all previous
17 paragraphs.

18 72. At all relevant times, Respondents owed a duty of due care to Ms. King.

19 73. Respondents breached the duty of due care to Ms. King by the acts and
20 omissions alleged herein.

21 74. Additionally, by their acts and omissions as alleged herein, Respondents
22 have violated federal and California statutes and regulations, including but not
23 necessarily limited to those claimed in this action.

24
25 75. Respondents' violations of law proximately caused, and were a
26 substantial factor in causing, Ms. King's damages as alleged herein.

27 76. Ms. King's damages resulted from an occurrence the nature of which the
28 violated statutes and regulations were designed to prevent.

1 77. Ms. King belongs to the class of persons for whose protection the statutes
2 and regulations were adopted.

3 79. 74. Ms. King incurred injuries and damages as a result of
4 Respondents’ conduct, as alleged herein. Such injuries and damages were reasonably
5 foreseeable to Respondents, and Respondents’ acts and omissions were a substantial
6 factor in causing Ms. King’s injuries and damages.

7 **PRAYER FOR RELIEF**

8 Ms. King hereby prays for an arbitration award against Respondents according
9 to proof on all claims for relief, as follows:

- 10 1. Declaratory relief;
- 11 2. General and statutory damages pursuant to the Rehab Act, Unruh Act,
12 Disabled Persons Act, and Unfair Competition Act for each event,
13 incident, and/or occurrence it is found that Respondents denied Ms. King
14 a full and equal opportunity to benefit from any aspect of Concord’s
15 program, including but not limited to failure to provide proper
16 accommodations, and auxiliary aids and/or services.
- 17 3. Treble actual damages, pursuant to the Unruh Act and Disabled Persons
18 Act (Cal. Civ. Code §§ 51.2 and 54.2).
- 19 4. Disgorgement of monies paid by Ms. King to Respondents, pursuant to
20 the Unfair Competition Act.
- 21 5. Interest on compensatory damages at the legal rate from the date of
22 injury, pursuant to California Civil Code § 3291;
- 23 6. Exemplary damages, as permitted by statute and pursuant to California
24 Civil Code § 3294;
- 25 7. For out of pocket damages, Ms. King seeks no more than \$300,000, but
26 reserves the right to amend this amount according to proof. Including
27 statutory and exemplary damages, Ms. King seeks an appropriate award
28 up to or above \$1 million.

1 8. Attorneys' fees and costs of suit, pursuant to the federal and state statutes
2 at issue, as well as California Code of Civil Procedure § 1021.5.

3 9. For other just and proper relief as the arbitrator may order.

4 Dated: March 15, 2010

KNAUF ASSOCIATES
LAW OFFICES OF EUGENE FELDMAN

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7 _____
8 By: Christopher H. Knauf
9 Attorneys for Claimant Lori King

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PROOF OF SERVICE
(CCP §§ 1013(a) and 2015.5)

I declare that I am over the age of 18 years and not a party to this action; my business address is 2001 Wilshire Blvd., Suite 510, Santa Monica, California 90403. On March 16, 2010, I served on the interested party/parties indicated in the Service List below the following document(s):

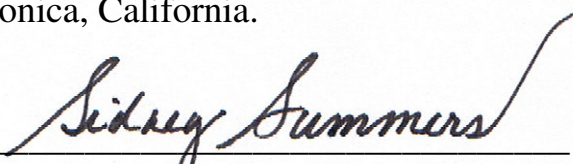
CLAIMANT LORI KING'S AMENDED ARBITRATION DEMAND

- (BY PERSONAL SERVICE) I caused a copy of said pleading(s) to be hand delivered to the interested party/parties listed below.
- (BY FACSIMILE) I caused a copy of said pleading(s) to be sent via facsimile transmission to the interested party(ies) listed below: (and the facsimile machine used to transmit was in compliance with Rule 2003(3) and no error was reported by the machine pursuant to Rule 2005(i)).
- (BY OVERNIGHT MAIL) I caused a copy of said pleading(s) to be placed in an overnight mail depository (Federal Express), for next day delivery, in a sealed envelope, with postage fully prepaid, to the addressee(s) below.
- (BY REGULAR MAIL) I caused a copy of said pleading(s) to be placed in a regular U.S. mail depository, in a sealed envelope, with postage fully prepaid, to the addressee(s) below.

SERVICE LIST

Allison Holtzman, Esq.
Silver & Freedman, APLC
2029 Century Park East, 19th Floor
Los Angeles CA 90067

I declare under penalty of perjury under the laws of the State of California and the United States that the foregoing is true and correct and that this declaration was executed on March 16, 2010 at Santa Monica, California.



Sidney Summers