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

13 **STATE OF CALIFORNIA**, ex rel. **BRYAN**  
14 **BASHIN**, and **BRYAN BASHIN**, in his  
15 individual capacity,

16 Plaintiffs,

17 vs.

18 **CONDUENT, INC.**, a New York corporation;  
19 **CONDUENT STATE & LOCAL**  
20 **SOLUTIONS, INC. d/b/a XEROX STATE &**  
21 **LOCAL SOLUTIONS, INC.**, a New York  
22 corporation; and **XEROX CORP.**, a New York  
23 corporation,

24 Defendants.

Case No.: RG18888208

**FIRST AMENDED COMPLAINT FOR  
VIOLATIONS OF THE CALIFORNIA  
FALSE CLAIMS ACT AND THE UNRUH  
CIVIL RIGHTS ACT.**

**DEMAND FOR JURY TRIAL**

1  
2 Plaintiff Bryan Bashin, on behalf of the People of the State of California (“State” or  
3 “California”), is informed and believes and alleges as follows:  
4

5 **I. INTRODUCTION**

6 1. In 2015, the State of California’s Department of Parks and Recreation (“DPR”) decided to  
7 hire a contractor to redesign its online services. Through a competitive government procurement  
8 process conducted by DPR, the People of California agreed to pay more than \$66 million for  
9 Defendants to build a new website and online reservation system. The website, located at  
10 ReserveCalifornia.com, allows visitors to book campgrounds and lodging in state parks.

11 2. The advent of assistive technologies, such as screen-reader software for the blind and voice-  
12 control software for those who cannot type or click a mouse by hand, have created an opportunity  
13 for disabled people to participate in the increasingly digital public sphere. To make use of these  
14 assistive technologies, a website’s design must comply with digital accessibility standards, much  
15 the same way a physical site’s design might comply with construction standards by adding ramps  
16 for a person relying on a mobility aid. DPR embraced this opportunity by making conformance with  
17 the World Wide Web Consortium’s Web Content Accessibility Guidelines (“WCAG”) 2.0 Level  
18 AA, which are functional specifications for web design, an explicit requirement for its contract.  
19 DPR made these disability access requirements a core and material provision of its contract with  
20 Defendants, requiring that they design and test ReserveCalifornia.com so that it would be accessible  
21 to people with disabilities who use assistive technologies.

22 3. In submitting their bid, Defendants falsely represented to the State that the website would go  
23 through “extensive” testing for digital accessibility during the design and testing phases. And in  
24 2017, Defendants fraudulently claimed that they delivered an accessible website for disabled users  
25 that conformed with the disability access standards required by contract and by law. In fact,  
26 Defendants failed to conduct even minimally sufficient accessibility testing. They delivered a  
27 website inaccessible to blind people who rely on screen reader software and others with disabilities,  
28

1 filled with hundreds, if not thousands, of violations of WCAG 2.0 Level AA standards. As a result  
2 of the sheer severity of the nonconforming work, several classes of disabled visitors are now denied  
3 an opportunity to book online reservations and fully enjoy California's most popular state parks.

4 4. Defendants' fraud exposes the State to liability for violations of California and federal laws  
5 that require the state to ensure its websites and park reservation systems are accessible to disabled  
6 people. The delivered website will need to be redesigned, rebuilt, and tested so that it conforms with  
7 accessibility standards and is accessible to disabled users. Like repairing a defectively constructed  
8 building after it is built, retrofitting and repairing the defective website will impose significant  
9 additional costs now that its design and construction is complete.

10 5. Defendants' false claims have cheated hundreds of thousands of disabled people out of the  
11 equality and opportunity that the State sought to secure through its contractual terms. Defendants  
12 have thwarted state procurement policies intended to ensure cost-effective inclusion of accessible  
13 design as a priority during construction rather than as an expensive remedial afterthought.  
14 Defendants must be held accountable for their utter disregard for the rights of disabled state park  
15 visitors seeking to use ReserveCalifornia.com, and the consequential liability, litigation, and  
16 remediation likely to be shouldered by the State in the wake of Defendants' fraud.

17 6. This is a *qui tam* action for violation of California's False Claims Act, Gov. Code sections  
18 12650 *et seq.*, to recover damages, civil penalties, and attorneys' fees and costs for Plaintiff and on  
19 behalf of California for Defendants' fraudulent billing for services in connection with the  
20 ReserveCalifornia.com website.

21 7. Plaintiff demands treble damages, civil penalties of up to \$10,000 for each false claim, and  
22 other relief provided by California's False Claims Act.

23 8. Information known to *Qui Tam* Plaintiff BRYAN BASHIN is the basis for this action.

24 9. Mr. Bashin also brings individual claims for declaratory and injunctive relief to remedy  
25 Defendants' interference with his right to be free from discrimination when using the public  
26 services available through ReserveCalifornia.com.

1 **II. PARTIES**

2 10. *Qui Tam* Plaintiff Bryan Bashin is a resident of California and lives in Alameda County.  
3 Mr. Bashin is an outdoor enthusiast who makes use of state park campground reservations, which  
4 DPR now makes available online through ReserveCalifornia.com. Mr. Bashin, who is blind,  
5 suspected a problem when he attempted to use ReserveCalifornia.com on or about August 1, 2017,  
6 and was unable to do so using his screen reader assistive technology. By submitting public record  
7 requests for procurement documents and obtaining an expert's analysis of the underlying website  
8 code and Defendants' testing activities, Mr. Bashin uncovered Defendants' fraud.

9 11. Defendant CONDUENT, INC. is a New York corporation with headquarters at 100 Campus  
10 Drive, Suite 200, Florham Park, New Jersey, 07932. Conduent is a multibillion dollar corporation  
11 created in January 2017, when Xerox Corp. divested its former business services division.

12 12. Defendant CONDUENT STATE & LOCAL SOLUTIONS, INC. is a New York corporation  
13 and a wholly-owned subsidiary of Conduent, Inc., with headquarters at 2828 N. Haskell Avenue,  
14 Building 1, 10th Floor, Dallas, Texas, 75204.

15 13. XEROX STATE & LOCAL SOLUTIONS, INC. is a former alter ego of Conduent State &  
16 Local Solutions, Inc. and Conduent, Inc. Prior to January 2017, Xerox State & Local Solutions, Inc.  
17 was a wholly owned subsidiary of Xerox Corp.

18 14. XEROX CORP. is a New York corporation with headquarters at 45 Glover Avenue,  
19 Norwalk, Connecticut, 06856. Until January 2017, Conduent State & Local Solutions, Inc. and  
20 Conduent, Inc., doing business as Xerox State & Local Solutions, Inc., were wholly owned  
21 subsidiaries of Xerox Corp.

22 15. At all relevant times each of the defendants is and/or was the agent, employee, employer,  
23 joint venturer, representative, alter ego, subsidiary, and/or partner of one or more of the other  
24 defendants, and was, in performing the acts complained of herein, acting within the scope of such  
25 agency, employment, joint venture, or partnership authority, and/or is in some other way  
26 responsible for the acts of one or more of the other defendants. Defendants may be referred to  
27 collectively as "Conduent."

1 **III. JURISDICTION AND VENUE**

2 16. This court has jurisdiction over the claims alleged herein pursuant to the California False  
3 Claims Act, California Government Code section 12652(C)(2), the Unruh Civil Rights Act,  
4 California Civil Code section 52, and California Code of Civil Procedure section 1060.

5 17. This court has jurisdiction over Defendants because this action is based on Defendants'  
6 contracting to do business in and with the State, and its contacts with the State. Defendants are  
7 corporations authorized to do business in California and conduct substantial business in California.  
8 Defendants have developed and maintain the website, ReserveCalifornia.com for use throughout  
9 California and in Alameda County.

10 18. Venue is proper in Alameda County because liability arises in part in Alameda County,  
11 where Plaintiff resides, and because Defendants are all non-resident corporations, and Plaintiff  
12 designates this venue.

13 **IV. FACTS**

14 **A. Disability Access Requirements for State Contractors Who Provide Electronic**  
15 **and Information Technology**

16 19. The State of California requires online services to adhere to legal requirements and state  
17 policies designed to assure equal opportunity to people with disabilities. These include Government  
18 Code section 11135 (now located at Government Code Section 7405) and State Administrative  
19 Manual ("SAM") 4833. Both SAM 4833 and Gov't Code § 11135 (now 7405) incorporate the  
20 requirements of Section 508 of the Rehabilitation Act of 1973, 29 U.S.C. § 794D ("Section 508");  
21 Title II of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132; and their implementing  
22 regulations.

23 20. The most common industry practice to ensure that a website is accessible to the broadest  
24 population of people with disabilities in accordance with the above legal requirements is to ensure  
25 that the website conforms to the WCAG 2.0 functional specifications.

1       **B. The Scope of Work and Deliverables that DPR’s Contract Required of**  
2       **Conduent**

3       21. On or about January 21, 2015, the DPR put out a Request for Proposal (“RFP”) soliciting  
4 bids for “recreation reservations sales and management services.” The RFP included a detailed  
5 Scope of Work (“SOW”) and Deliverables with requirements for successful bids.

6       22. The SOW includes the design, development, and user testing of a public website that, at a  
7 minimum, would provide users access to information in a clear and informative manner and allow  
8 transactions like booking tours, reserving campsites or lodgings, and purchasing passes or  
9 merchandise.

10      23. The SOW’s Website Design provisions include a requirement that prospective contractors  
11 include compliance with accessibility requirements in their description of the design and  
12 architecture of the website.

13      24. The SOW also explicitly requires prospective contractors to demonstrate compliance with  
14 Gov’t Code § 11135, Section 508 standards, and WCAG 2.0 in their design plan for the website.

15      25. Additionally, the SOW specifies that the website’s user interface must comply with  
16 California state law requiring accessibility for users with disabilities as described in SAM 4833 and  
17 Gov’t Code § 11135.

18      26. To ensure that all requirements are met, the SOW requires contractors to validate, through  
19 testing and demonstration, that the contracted-for services satisfied all SOW requirements during  
20 the testing phase of the project.

21      27. The SOW does not allow for service acceptance until completion of testing for satisfaction  
22 of all service requirements, including accessibility and accessibility standards compliance.

23      28. Conduent (d/b/a Xerox State & Local Solutions, Inc.) submitted the successful bid.

24      29. Conduent and DPR finalized a contract on or about March 30, 2016 (the “Contract”). The  
25 value of the Contract is in excess of \$66 million.

1 30. The Contract identifies the SOW requirements described in paragraphs 21 through 25 as  
2 mandatory and includes a contractual provision allowing DPR to assess liquidated damages of up to  
3 \$10,000 per calendar day if Conduent fails to provide a website that meets them by August 1, 2017.

4 **C. Conduent's Statements Regarding Its Practices to Ensure Website Accessibility**

5 31. In its successful response to DPR's RFP, subsequently incorporated into the Contract,  
6 Conduent described extensive qualifications and practices to ensure it would meet the SOW's  
7 accessibility requirements. It assured DPR that its web design team understood Section 508 and  
8 WCAG 2.0, that the guidelines were embedded in its design team culture, and that testing would be  
9 conducted throughout the design process to conform to standards.

10 32. Conduent stated that its website design undergoes extensive testing to maintain compliance  
11 with industry standards for accessibility, such as Section 508 and WCAG 2.0, and that each new  
12 feature or function on the site undergoes internal and third-party testing for accessibility in  
13 adherence to these standards.

14 33. In its detailed response to the RFP, Conduent submitted a draft website design plan that  
15 included a user interface design with draft screen mockups.

16 34. Conduent assured DPR that the website design plan demonstrated compliance with  
17 California law, with Section 508 standards, and with WCAG 2.0.

18 35. It stated that it used third-party checklists for both Section 508 and WCAG 2.0 compliance.

19 36. Conduent further asserted that its web design followed such accessibility practices as  
20 checking for keyboard accessibility, evaluating form accessibility and usability, checking images,  
21 verifying color and contrast, testing content scaling, and checking headings and tags.

22 37. Conduent stated that it ran AChecker and WAVE, two automated testing tools, on the  
23 website and that they produced no errors. It characterized these tools as standard ones recommended  
24 by a reputable third party. It went on to claim that these tools determine and show conformance  
25 with accessibility standards, suggesting that their results demonstrate compliance with the SOW's  
26 accessibility requirements.

27 38. Conduent repeated these assurances in its final website plan.  
28

1 39. In submitting its final plan, Conduent responded to an apparent inquiry from the State  
2 regarding why neither the System Functional Testing (“SFT”) nor the User Acceptance Testing  
3 (“UAT”) included Conduent’s proposed testing for website accessibility.

4 40. Conduent promised the state that, while no accessibility testing was being performed as part  
5 of either SFT or UAT, and thus no accessibility errors would be tracked in the overall test  
6 management system, that such testing would be performed again once the website was finalized to  
7 ensure it still met the WCAG 2.0 AA standard.

8 41. DPR made a point to include Conduent’s response as part of its acceptance of the contract  
9 deliverable of a Website Design Plan that conformed to SOW requirements.

10 **D. The Falsity of Conduent’s Claims**

11 42. The ReserveCalifornia.com website became available for the public to use on or about  
12 August 1, 2017.

13 43. The website is not accessible to internal or external blind or other disabled users within the  
14 meaning of SAM 4833, and is neither compliant with the Section 508 standards issued by the  
15 United States Access Board nor compliant with WCAG 2.0 AA.

16 44. For example, many pages have no titles, have no headings, have unlabeled or mislabeled  
17 controls or images, use non-compliant color schemes, or use visual-only challenges, all of which  
18 violate the general legal requirement for accessibility and the required WCAG 2.0 functional  
19 specifications.

20 45. These and numerous other design practices do not conform to the legal requirements in  
21 Section 508 or WCAG 2.0 AA accessibility standards, and make it difficult or impossible for a  
22 blind user to complete many transactions.

23 46. The ReserveCalifornia.com website is not a product of Defendants’ promised extensive  
24 testing.

25 47. Even minimal testing for compliance with accessibility standards would have discovered  
26 that the website is non-compliant with the accessibility standards required by the SOW.



1 48. The website’s blatantly non-conforming design practices are antithetical to Conduent’s  
2 statements regarding its practices to ensure website accessibility, *supra*, paragraphs 29 through 38.  
3 Conduent made these statements with actual knowledge that they were false, or acted in deliberate  
4 ignorance or with reckless disregard to their truth.

5 49. Conduent’s use of automated testing alone with tools such as AChecker and WAVE was  
6 insufficient either to ensure accessibility or to demonstrate conformance with accessibility standards  
7 such as Section 508 and WCAG 2.0. Conduent made a statement to the contrary with actual  
8 knowledge that it was false, or acted in deliberate ignorance or with reckless disregard of its truth.

9 50. Conduent’s failure to include accessibility testing in SFT or UAT in its 42-page Master Test  
10 Plan was likely to result in a website that was not accessible and was not compliant with  
11 accessibility standards. Conduent made a statement to the contrary to the State with actual  
12 knowledge that it was false, or acted in deliberate ignorance or with reckless disregard of its truth.

13 51. Conduent stated that automated testing showed the website was in conformance with the  
14 requirements. Conduent made this statement to the State with actual knowledge that it was false, or  
15 acted in deliberate ignorance or with reckless disregard of its truth.

16 52. As a result of the website’s non-compliance with accessibility standards, California does not  
17 have a website that meets the general technical requirements tied to availability, usability, and  
18 accessibility for which it contracted and paid.

19 **V. FIRST CAUSE OF ACTION**

20 **Violations of the California False Claims Act (Gov. Code sections 12650 *et seq.*)**  
21 **Brought On Behalf of the State of California Against All Defendants**

22 53. Plaintiff incorporates by reference and re-alleges the foregoing allegations as if set forth  
23 fully herein.

24 54. This is a claim for treble damages and penalties under the California False Claims Act,  
25 Gov’t Code §§ 12650 *et seq.*

26 55. Plaintiff is informed and believes that Defendants had actual knowledge of the falsity of  
27 their Statements, reports and submissions or acted in deliberate ignorance or with reckless disregard  
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1 of the truth of their statements, reports, and submissions. To the extent that Defendants claim  
2 ignorance of the falsity of their claims at the time they were made, that ignorance was due to their  
3 own recklessness with regard to the truth, and they failed to notify the State once or if they learned  
4 of the false claims.

5 56. As a result of Defendants' false claims, the State paid out monies under the California  
6 Department of Parks and Recreation contract and/or for the cost of additional support for blind users  
7 of the ReserveCalifornia.com website.

8 57. The California Department of Parks and Recreation contract, RFP and Response, and  
9 demand for payment constitute "claims" within the meaning of Gov't Code §§ 12650 *et seq.*, and  
10 the breached terms are material to the contract.

11 58. By the conduct and acts described above, defendants violated the California False Claims  
12 Act within the meaning of Government Code section 12650, as follows:

13 a. Defendants knowingly presented or caused to be presented to officers and  
14 employees of the State a false claim for payment or approval, by submitting  
15 the Response to the RFP, testing plans, email communications, work  
16 descriptions, defective deliverables, and the California Department of Parks  
17 and Recreation Contract and demand for payment, in which defendants  
18 made materially false statements about the accessibility of the  
19 ReserveCalifornia.com website, compliance with Section 508 standards and  
20 WCAG 2.0, and compliance with all laws and regulations, in violation of  
21 Government Code section 12651, subdivision (a)(1) and (2).

22 b. To the extent that any defendant did not knowingly participate in the  
23 making of any of the false claims within the meaning of Government Code  
24 section 12651, subdivision (a)(2) at the time such claims were made, such  
25 defendant is a beneficiary of an inadvertent submission of a false claim to  
26 the State, who subsequently discovered the falsity of the claims and failed  
27 to disclose them to the State within a reasonable time after such discovery  
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1 or should have known of the falsity and failed to disclose it, all in violation  
2 of Government Code section 12651, subdivision (a)(8). Each defendant  
3 benefitted from the submissions of the false claims to the State. Each  
4 defendant discovered the falsity of the records, statements, and claims but  
5 failed to disclose that falsity to the State within a reasonable time after  
6 discovery or should have discovered the falsity and failed to disclose it.

7 59. As a result of Defendants' acts, the State suffered and continues to suffer damages.

8 **VI. SECOND CAUSE OF ACTION**

9 **Violations of the California Unruh Civil Rights Act (Civ. Code sections 51 *et seq.*)**

10 **Brought by Bryan Bashin In His Individual Capacity**

11 60. Plaintiff incorporates by reference and re-alleges the foregoing allegations as if set forth  
12 fully herein.

13 61. The Unruh Civil Rights Act, California Civil Code sections 51, *et seq.* (the "Unruh Act"),  
14 provides that "all persons within the jurisdiction of this state are free and equal, and no matter their  
15 ... disability ... are entitled to the full and equal accommodations, advantages, facilities, privileges  
16 or services in all business establishments of every kind whatsoever." Cal. Civ. Code § 51(b).

17 62. Under state law, a violation of the right of any individual under the federal Americans with  
18 Disabilities Act of 1990 (Public Law 101-336), 42 U.S.C. § 12101, *et seq.* ("ADA" or "the Act")  
19 constitutes a *per se* violation of the Unruh Act. Cal. Civ. Code § 51(f).

20 63. Title IV of the ADA provides that "[i]t shall be unlawful to ... interfere with any individual  
21 in the exercise or enjoyment of ... or on account of his or her having aided or encouraged any other  
22 individual in the exercise or enjoyment of, any right granted or protected by this chapter." 42 U.S.C.  
23 § 12203(b).

24 64. Federal regulations implementing the ADA clarify that this provision makes it illegal for a  
25 private entity to "interfere with any individual in the exercise or enjoyment of ... any right granted  
26 or protected by [Title II] of the Act." 28 C.F.R. § 35.134(b).

27 65. Title II of the ADA, 42 U.S.C. § 12132, states that "no qualified individual with a disability  
28 shall, by reason of such disability, be excluded from participation in or be denied the benefits of the

1 services, programs, or activities of a public entity, or be subjected to discrimination by any such  
2 entity.”

3 66. Mr. Bashin is a qualified individual with a disability within the meaning of 42 U.S.C. §  
4 12131(2), as well as Cal. Civ. Code § 51(e)(1) and Cal. Gov’t Code § 12926(m).

5 67. The California Department of Parks and Recreation is a public entity within the meaning of  
6 42 U.S.C. § 12131(1)(B), and ReserveCalifornia.com is a service, program, or activity of a public  
7 entity, the California Department of Parks and Recreation.

8 68. Mr. Bashin was exercising, or attempting to exercise, a right protected by the ADA and, by  
9 extension, the Unruh Act, when he attempted to use ReserveCalifornia.com on or about August 1,  
10 2017 and was unable to do so using his screen reader assistive technology.

11 69. By the conduct and acts described, above, Defendants violated the rights of Mr. Bashin  
12 under the ADA and, by extension, the Unruh Act, in that they interfered with him in his exercise or  
13 enjoyment of the right not to be excluded from participation in or be denied the benefits of the  
14 California Department of Parks and Recreation, in violation of 42 U.S.C. §§ 12132 and 12203(b),  
15 28 C.F.R. § 35.134(b), and Cal. Civ. Code § 51(f).

16 70. On information and belief, Defendants have engaged and continue to engage in actions or  
17 inaction with respect to the design, construction, and testing of ReserveCalifornia.com that results  
18 in a website that Mr. Bashin cannot use with his screen reader assistive technology, and thereby  
19 continue to interfere with Mr. Bashin in his exercise or enjoyment of the right not to be excluded  
20 from participation in or denied the benefits of the California Department of Parks and Recreation, in  
21 violation of 42 U.S.C. §§ 12132 and 12203(b), 28 C.F.R. § 35.134(b), and Cal. Civ. Code § 51(f).

22 71. Defendants’ violation of rights under the ADA, as described herein, constitutes a violation  
23 of Mr. Bashin’s rights under the Unruh Act, Civil Code section 51(f).

24 72. As a result of Defendants’ conduct, Mr. Bashin is entitled to injunctive relief under  
25 California Civil Code section 52, finding that Defendants have violated his rights under the Unruh  
26 Act and requiring Defendants to make ReserveCalifornia.com accessible to him as a blind  
27 individual.

1 73. As a result of their conduct, Defendants are further liable to Mr. Bashin for damages  
2 pursuant to California Civil Code section 52(a).

3 **VII. THIRD CAUSE OF ACTION**

4 **Declaratory Relief**

5 **on Behalf of Bryan Bashin In His Individual Capacity, Cal. Civ. Proc. § 1060)**

6 74. Plaintiffs incorporate by reference and re-allege the foregoing allegations as if set forth fully  
7 herein.

8 75. An actual controversy has arisen and now exists between the parties in that Plaintiff  
9 contends, and is informed and believes that Defendants deny, that in their design, construction, and  
10 testing policies and practices that fail to ensure that ReserveCalifornia.com is independently  
11 accessible to blind persons, Defendants fail to comply with the ADA, 42 U.S.C. §§ 12132 and  
12 12203(b), and the Unruh Act. A judicial declaration is necessary and appropriate at this time in  
13 order that each of the parties may know their respective rights and duties and act accordingly.

14 WHEREFORE, Plaintiffs request relief as set forth below.

15 **VIII. PRAYER FOR RELIEF**

16 WHEREFORE, Plaintiff prays for judgment as follows:

17 1. On Plaintiff's First Cause of Action for violation of the California False Claims Act, entry  
18 of judgment in favor of plaintiff State of California, ex rel. Bryan Bashin, and against each  
19 Defendant, jointly and severally:

- 20 a. For three times the damages sustained by the State as a result of Defendants'  
21 false claims in an amount to be proven at trial;
- 22 b. For civil penalties in the amount of \$10,000 for each false claim;
- 23 c. For recovery of costs, attorneys' fees, and expenses; and,
- 24 d. For such other and further relief as the Court deems just and proper.

25 2. On Plaintiff's Second Cause of Action for violation of the Unruh Act:

- 26 a. An order enjoining Defendants from violating the Unruh Act by interfering  
27 with Mr. Bashin's right to equal participation in the benefits of the programs,

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services, and activities of the California Department of Parks and Recreation in Defendants’ design, redesign, construction, rebuilding, and testing of the ReserveCalifornia.com website;

- b. Statutory damages to Mr. Bashin in his individual capacity for Defendants’ violation of Civil Code section 52(a);
- c. Plaintiff’s reasonable attorneys’ fees and costs as authorized by California Civil Code § 52;
- d. For such other and further relief as the Court deems just and proper.

3. On Plaintiff’s Third Cause of Action for Declaratory Relief:

- a. For a declaration that Defendants’ actions or inactions with respect to their design, construction, and testing of ReserveCalifornia.com interfere with Mr. Bashin’s rights as a blind participant in the programs and activities of the California Department of Parks and Recreation;
- b. Plaintiff’s reasonable attorneys’ fees and costs as authorized by California Code of Civil Procedure § 1021.5;
- c. For such other and further relief as the court deems proper.

Dated: May 2, 2018

**TRE LEGAL PRACTICE**

By: \_\_\_\_\_  
 Anna R. Levine  
*Attorneys for Qui Tam Plaintiff Bryan Bashin*