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SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF ORANGE

TRISHA MALONE, Plaintiff, v. WALT DISNEY PARKS AND RESORTS U.S., INC.; DOES 1 through 50, INSPIRE HEALTH ALLIANCE, LLC, DOES 51-100 inclusive, Defendants.	Case No.: **CLASS ACTION COMPLAINT FOR DAMAGES**

Plaintiff, TRISHA MALONE, individually and in her representative capacity, alleges as follows:

I. INTRODUCTION

1. Plaintiff Trisha Malone is a resident of San Diego, California, and an individual with a physical disability as defined under the Americans with Disabilities Act (ADA) and the Unruh Civil Rights Act. Ms. Malone, on behalf of herself and similarly situated individuals, brings this action to challenge Disney's Disability Access Service (DAS) policies and practices that systematically discriminate against individuals with physical disabilities and violate their rights to equal access, privacy, and dignity.

2. Defendant Walt Disney Parks and Resorts U.S., Inc. (hereinafter referred to as "Disney") is a Delaware corporation with its principal place of business in Burbank, California. Disney owns and operates Disneyland Resort and California Adventure in Anaheim, California, which qualify as places of public accommodation under the ADA and California law.

3. Defendant Inspire Health Alliance, LLC is a healthcare provider headquartered in Lake Forest, California, contracted by Disney to conduct medical screenings and assess the eligibility of guests seeking DAS accommodations. Based on information and belief, Inspire Health Alliance nurse practitioners and staff worked in collaboration with Disney to gather and evaluate sensitive medical information from disabled guests, often in public settings, in violation of privacy laws.

4. DOES 1 through 50 are individuals or entities affiliated with Disney whose identities are currently unknown but whose actions contributed to the alleged discriminatory and unlawful conduct described in this complaint.

5. DOES 51 through 100 are individuals or entities affiliated with Inspire Health Alliance whose identities are currently unknown but who directly or indirectly participated in the alleged violations of law, including the improper collection, disclosure, and handling of confidential medical information.

6. This class action lawsuit challenges Disney's Disability Access Service (DAS) accommodation, privilege, and advantage, alleging that its screening eligibility criteria violates the rights of individuals with physical disabilities under the California Unruh Civil Rights Act, infringes upon Health Insurance Portability and Accountability Act (HIPPA) guidelines, state privacy rights under the California Confidentiality of Medical Information Act (CMIA), and contains deceptive terms and conditions that contravenes the Consumer Legal Remedies Act (CLRA) as well as California Business and Professions Code § 17200. DAS allows guests with eligible disabilities to request return times for attractions instead of physically waiting in line.

7. Plaintiff and other aggrieved guests claim that Disney and Does 1-50 imposed

discriminatory and arbitrary eligibility criteria, that required unnecessary public disclosures of sensitive medical information. Plaintiff and other aggrieved guests further allege that Disney and Does 1-50 coerced them into signing deceptive terms and conditions, particularly an unenforceable naked class action waiver, before they could even interview for the DAS accommodation. These practices systematically exclude individuals with physical disabilities, deny equitable access to Disney's attractions, and perpetuate discriminatory barriers that undermine the legal protections afforded to disabled individuals.

8. Plaintiff seeks class certification for all individuals who, on or after June 18, 2024, applied for Disney's Disability Access Service (DAS) program at Disneyland and/or California Adventure. This proposed class encompasses the following classes:

a. **General Class:** All guests who on or after June 18, 2024, applied for Disney's Disability Access Service (DAS) to be used at one or both of Disney's California resorts and were required to sign Disney's terms and conditions.

b. **PHI Disclosure Subclass:** All guests who on or after June 18, 2024, provided medical information to Disney and/or Inspire Health Alliance during the DAS application process in a non-private setting, where intentional and/or negligent disclosures of sensitive medical information could be overheard by other Disney cast members and nearby guests.

c. **DAS Accommodation Subclass**: All guests with physical disabilities who Disney denied the DAS accommodation after revising their eligibility criteria on or after June 18, 2024.

d. **DAS Denied Subclass:** All guests with disabilities, on or after June 18, 2024, who were denied DAS and directed to use one or more of Disney's alternative accommodations—such as Attraction Queue Re-Entry, Meet-Up, Rider Switch, or Location Return Times—which failed to provide equitable access and imposed undue burdens, logistical challenges, emotional distress and safety risks.

9. Based on information and belief, Health Alliance, and Does 51-100, collectively required guests to publicly disclose specific medical PHI about their disabilities to receive the DAS accommodation. Defendants and each of them failed to maintain guests' confidentiality when seeking this information. Further, Disney and Does 1-50 imposed arbitrary and discriminatory criteria to receive DAS, which disproportionately excluded individuals with physical disabilities. Additionally, Disney and Does 1-50 required all guests to sign unfair and unreasonable terms and conditions prior to initiating the DAS interview process.

10. On or after June 18, 2024, Ms. Malone and other aggrieved guests applied for Disney's DAS accommodation either in person at Disneyland Resort or remotely via video call. During this process, Defendants required Ms. Malone and other aggrieved guests to discuss details of recognized medical disabilities that impacted their ability to wait in lines at Disneyland and California Adventure attractions.

11. Based on information and belief, both a Disney cast member and a nurse practitioner employed by Inspire Health Alliance asked Ms. Malone and other aggrieved guests specific PHI questions, requiring them to provide private medical information. These conversations occurred in a public setting where other Disney cast members, and nearby guests could overhear disclosures about medical conditions. Specifically, Ms. Malone and other aggrieved guests disclosed the nature of their disabilities, their symptoms, and how these conditions impacted their ability to wait in line. These discussions involved sensitive medical details and were conducted without regard for privacy.

II. VENUE

12. The appropriate venue for this class action complaint is the Superior Court of the State of California, County of Orange. This venue is proper because Defendant Walt Disney Parks and Resorts U.S., Inc. operates Disneyland Resort and California Adventure, which are located in Anaheim, California, within the jurisdiction of the County of Orange. Additionally, the alleged discriminatory practices and violations of the Unruh Civil Rights Act, the California Confidentiality of Medical Information Act, and other state laws occurred within this jurisdiction.

Therefore, the County of Orange is the most suitable venue for adjudicating the claims of the Plaintiff and the proposed class members, ensuring that the proceedings are conducted in a location directly connected to the events in question and accessible to the parties involved.

III. CLASS ALLEGATIONS

13. **Numerosity**: The members of the class are so numerous that joinder of all members is impracticable.

14. **Commonality**: Common questions of law and fact include:

a. Whether Defendants Disney and Does 1-50s' DAS eligibility criteria violate the Unruh Act and ADA;

b. Whether Defendants and Does 1-50 negligently or intentionally disclosed guests' PHI in violation of HIPPA guidelines and state confidentiality laws;

c. Whether all Defendants improperly compelled disclosure of confidential medical information in violation of the California Confidentiality of Medical Information Act;

d. Whether Defendants Disney and Does 1-50s' terms and conditions are unfair or unconscionable under California law.

15. Adequacy of Representation: The plaintiff's counsel is an adequate representative of the Classes that Plaintiff seeks to represent. They will fairly protect the interests of the Class members without any conflicting interests. The class counsel will vigorously pursue this lawsuit with attorneys who are competent, skilled, and experienced in handling similar legal matters. The class counsel representing the Representative Plaintiff is both competent and experienced.

IV. FACTUAL ALLEGATIONS

16. Defendants Disney and Does 1-50 own and operates Disneyland and California Adventures in Anaheim California, which qualifies as a place of public accommodation as defined under the ADA, 42 U.S.C. § 12181(7). To accommodate guests whose disability prevent them from waiting in a conventional queue for an extended period, Defendant Disney provided a Disability Access Service ("DAS").11. Based on information and belief, on or about June 18, 2024,

Defendants Disney and Does 1-50 implemented modifications to its DAS policy, including changes to the eligibility criteria and the application process for the service. Under the revised policy, Defendants Disney and each of them restricted DAS accommodations to guests who, due to a developmental disability such as autism or a similar condition, were unable to wait in a conventional queue for an extended period. Disney stated that DAS was designed to serve only a small percentage of guests with such disabilities, with eligibility determined based on specific and narrowly defined criteria established by Disney.

17. On or about July 14, 2024, Plaintiff Trisha Malone applied for DAS based on a physical disability. However, based on information and belief, her DAS accommodation was denied on the grounds that she did not meet Disney's newly imposed eligibility criteria, despite her willingness and ability to present evidence that her disability prevented her from safely waiting in extended waiting queues.

18. The new eligibility criteria imposed by Defendants Disney and Does 1-50 tended to screen out, and indeed did screen out, individuals with physical disabilities like Ms. Malone and other guests with physical disabilities, thus denying them the accommodation required to enjoy full access to Defendant's facilities.

19. Requiring guests to undergo a screening process with eligibility criteria that disproportionately affected individuals with physical disabilities is contrary to California's Unruh Act and its application of 42 U.S.C. § 12182(b)(2)(i) from the Americans with Disabilities Act (ADA).

20. In fact, Defendants Disney and Does 1-50's Terms and Conditions expressly state that:

> *"The Disability Access Service (DAS) is intended to accommodate only Guests who, due to a developmental disability like autism or similar, are unable to wait in a conventional queue for an extended period of time."*

21. The Unruh Civil Rights Act, California Civil Code § 51 et seq., guarantees individuals with disabilities full and equal access to the goods, services, facilities, privileges,

advantages, and accommodations offered by business establishments in California. By restricting the availability of its DAS solely to individuals with developmental disabilities, such as autism or similar conditions, Disney imposes eligibility criteria that unlawfully exclude individuals with other disabilities, including physical impairments, from accessing equal accommodations

22. The Unruh Act incorporates the Americans with Disabilities Act (ADA), including its prohibition on eligibility criteria that tend to screen out individuals with disabilities. Under 42 U.S.C. § 12182(b)(2)(i), it is unlawful for a business to impose eligibility criteria that "*screen out or tend to screen out an individual with a disability or any class of individuals with disabilities from fully and equally enjoying any goods, services, facilities, privileges, advantages, or accommodations, unless such criteria can be shown to be necessary.*"

23. By explicitly limiting DAS accommodations to guests with developmental disabilities who are "unable to wait in a conventional queue for an extended period of time," Disney unlawfully screened out individuals with physical disabilities, such as Plaintiffs Ms. Malone and other physically disabled guests that similarly prevented them from standing or waiting in long lines.

24. Defendants Disney and Does 1-50 cannot demonstrate that limiting DAS accommodations to only those individuals with developmental disabilities is necessary for the provision of its services. Disney must provide an equal opportunity for all individuals whose disabilities prevent them from using conventional queues, regardless of whether their disabilities are developmental, physical, or otherwise. The restriction is arbitrary, discriminatory, and in violation of the Unruh Act.

25. Based on information and belief, By restricting DAS to individuals with certain types of disabilities, Defendants Disney and Does 1-50 screened out guests with physical disabilities from fully and equally enjoying the DAS privilege, advantage, and accommodation. This practice imposed additional barriers for disabled individuals who are not covered under Disney's narrow definition of eligibility for DAS, subjecting them to discriminatory treatment that the Unruh Act and its incorporation of the ADA expressly prohibit.

26. At all relevant times herein alleged, Defendants Disney and Does 1-50's DAS Terms and Conditions violated the class members' right to privacy under state privacy laws and HIPPA guidelines, Unruh Civil Rights Act, California Business and Professions Code § 17200 et seq., and established public policy by coercing individuals with disabilities into believing they had waived their right to participate in class or representative actions as a precondition to receiving critical accommodations. This deceptive unenforceable naked class action waiver provided no alternative dispute resolution mechanism, such as arbitration, and served solely to falsely shield Disney from accountability for systemic discrimination and misconduct. These terms were coercive, discriminatory, one-sided, and contrary to California's public policy.

27. Defendants Disney and Does 1-50's DAS Terms and Conditions deceptively required guests to agree that:

> *"[A]ny lawsuit I may file, or participate in, challenging this decision, the individualized discussion, or the overall process itself, shall be conducted only on an individual basis and not as a plaintiff or class member in a purported class, consolidated or representative action or proceeding."*

28. This clause falsely misled disabled guests into believing they could not initiate or partake in collective legal actions, without presenting any alternative dispute-resolution mechanism, such as arbitration. Unlike arbitration agreements, which generally incorporate procedural safeguards and furnish a platform for individual resolution, Disney's deceptive unenforceable waiver merely attempted to falsely deprive guests of their rights without offering any substantive alternative for addressing their grievances.

29. The foregoing deceptive unenforceable naked class action waiver is also coercive because it is imposed as a condition for receiving DAS accommodations, which are essential for many disabled guests to access and enjoy Disney's attractions. This arrangement exploits the vulnerability of disabled individuals and imposes additional barriers to access that violate California's public policy.

30. The Unruh Civil Rights Act prohibits discrimination based on disability and incorporates the Americans with Disabilities Act (ADA), which bars the imposition of eligibility criteria that tend to screen out individuals with disabilities. Under 42 U.S.C. § 12182(b)(2)(i):

> *"Discrimination includes the imposition or application of eligibility criteria that screen out or tend to screen out an individual with a disability or any class of individuals with disabilities from fully and equally enjoying any goods, services, facilities, privileges, advantages, or accommodations, unless such criteria can be shown to be necessary for the provision of the goods, services, facilities, privileges, advantages, or accommodations being offered."*

31. Defendants Disney and Does 1-50's unenforceable naked class action waiver imposes an unlawful eligibility criterion that effectively screens out disabled guests by requiring them to agree to this deceptive unenforceable waiver of collective legal action as a condition for receiving necessary accommodations. This criterion is neither necessary nor justified and denies disabled individuals' equal access to Disneyland and California Adventures services in violation of the Unruh Act.

32. Further, the provision that allows Disney and Does 1-50 to unilaterally modify the terms without notice further exacerbates the discriminatory impact. The terms state:

> *"The company reserves the right to change the Terms and Conditions of this service without notice, at which time you will need to accept the updated Terms and Conditions."*

33. Defendants Disney and Does 1-50's DAS Terms and Conditions also violate California Business and Professions Code § 17200, which prohibits unlawful, unfair, and fraudulent business practices. The unenforceable deceptive naked class action waiver creates a significant imbalance of power between Disney and its disabled guests. By denying individuals the ability to participate in collective actions while providing no alternative dispute resolution mechanism, Disney unfairly exploits its dominant position, leaving disabled individuals without a meaningful avenue to challenge systemic issues or seek redress.

34. Furthermore, Defendants Disney and Does 1-50's unilateral right to change the terms without notice is deceptive and misleading. It ensures that disabled guests are perpetually

under the assumption that they are bound to undefined and unpredictable conditions, fostering confusion and deterring them from asserting their rights.

35. Defendants Disney and Does 1-50's DAS Terms and Conditions are contrary to California's strong public policy favoring equal access to public accommodations and the protection of individuals with disabilities. Public policy in California supports the ability of individuals to pursue collective actions, particularly in cases involving systemic discrimination or widespread misconduct.

36. California's Public policy prohibits businesses from creating additional barriers for individuals with disabilities to access services. This deceptive unenforceable naked class action waiver disproportionately impacts disabled guests, who are more likely to rely on collective actions to challenge discriminatory practices.

37. Furthermore, the Federal Arbitration Act (FAA) does not preempt California state laws that restrict arbitration agreements because Disney's unenforceable naked class action waiver does not qualify as an arbitration agreement under the FAA. Specifically, Disney's terms and conditions lack the essential features of arbitration. These conditions contain no provision for arbitration, mediation, or any alternative dispute resolution process. Unlike arbitration agreements, which provide a forum for resolving disputes, Disney's deceptive unenforceable waiver simply attempts to eliminate the right to collective actions without offering an alternative.

38. After agreeing to foregoing Terms and Conditions, guests applying for DAS are required to describe their disabilities in detail to Disney employees and/or a nurse practitioner from Inspire Health Alliance in non-confidential settings, violating the CMIA (Cal. Civ. Code § 56.10).

39. Defendants Disney, Does 1-50's, Inspired Health, and Does 51-100 unlawfully required Plaintiffs Ms. Malone and all guests seeking DAS accommodations to disclose detailed medical information about their disabilities in public settings, including to Disney employees and third-party contractors, in a manner that is a breach of confidentiality and violates their privacy rights. Plaintiff and all guests seeking DAS accommodations were in a confidential relationship

with Defendants, DAS seeking guests provided personal medical information with the expectation of privacy.

40. Under the California Confidentiality of Medical Information Act (CMIA), "medical information" is defined as any individually identifiable information in possession of or derived from a health care provider regarding a patient's medical history, condition, or treatment. (Cal. Civ. Code § 56.05(j)). Defendants and each of them required guests applying for DAS accommodations to describe specific symptoms and the nature of their disability in detail to Disney employees and a third-party health care provider from Defendant Inspire Health Alliance. These disclosures included individually identifiable medical information regarding the guests' disabilities, conditions, and symptoms, which falls squarely under the CMIA's definition of "medical information."

41. Based on information and belief, Defendants Disney and Does 1-50 further engaged in fraudulent business practices by misrepresenting the scope of its DAS program and misleading the public about the accessibility of its services. Disney advertised DAS as a program designed to accommodate guests with disabilities, but its restrictive eligibility criteria exclude individuals with physical disabilities, creating a false impression of inclusivity and equal access. These misrepresentations deceive disabled guests, including Plaintiff and the class, into reasonably believing they will receive accommodations that are ultimately denied.

42. Disney's alternative accommodations to DAS also illustrate an unlawful, unfair, and fraudulent practices under California Business and Professions Code § 17200. These accommodations, advertised as solutions to meet the needs of guests with disabilities, failed to provide equitable access and instead imposed additional burdens, creating barriers for disabled individuals such as Plaintiffs Ms. Malone and other disabled guests denied DAS.

43. First, Disney's Attraction Queue Re-Entry or Meet-Up accommodation is misrepresented as a viable alternative for disabled guests who cannot tolerate traditional queues. This option requires guests to exit and re-enter the queue or wait outside, creating undue physical and emotional stress, particularly for individuals with mobility challenges, sensory sensitivities, or

medical conditions exacerbated by physical strain or disorientation. It also imposes significant logistical burdens, such as the need for frequent coordination with cast members and one's party, which can be especially challenging for individuals with communication impairments or limited access to reliable technology. Additionally, the process introduces safety risks, including the potential for separation in crowded areas, confusion during re-entry, and disorientation. For solo travelers or small groups, this accommodation is even less feasible, further excluding disabled guests and failing to provide a reasonable or effective solution.

44. Similarly, Disney's Rider Switch accommodation is an unreasonable alternative for individuals who cannot tolerate traditional queues. The requirement for one party to wait outside the queue while the other rides, fails to address the core needs of disabled individuals who may be unable to stand or wait for extended periods due to mobility impairments, chronic pain, or other disabling conditions. The lengthy waiting period for Party B can exacerbate physical discomfort, while the process of coordinating re-entry with cast members and one's group imposes additional logistical and emotional burdens, especially for individuals with cognitive impairments or sensory sensitivities. Furthermore, limiting to a maximum of two riders unfairly restricts the experience for larger groups traveling with disabled individuals, creating an inequitable and isolating experience that stigmatizes disabled guests. For solo travelers or small groups, the Rider Switch option is often infeasible, effectively denying access altogether.

45. Finally, Disney's Location Return Time accommodation is another inadequate and inequitable solution for guests with physical disabilities. Requiring guests to request this accommodation in crowded, public settings force them to disclose their disabilities, causing embarrassment and emotional distress, particularly for those with sensory or communication challenges. Moreover, limiting this accommodation to Disneyland Park, with no equivalent in Disney California Adventure Park, creates a stark disparity in access across the resort. Assigning return times comparable to the standby wait disregards the specific needs of individuals unable to endure prolonged waits due to pain, fatigue, or other health conditions. Additionally, the requirement to navigate to auxiliary entry points introduces unnecessary logistical complications

and safety risks, especially for those with mobility impairments or vision loss. These barriers render the Location Return Time accommodation an unreasonable and ineffective alternative to DAS.

46. Through the promotion and implementation of these alternative accommodations, Disney and Does 1-50 engaged in deceptive and unfair practices by advertising solutions that failed to meet the needs of disabled individuals, perpetuating unequal access and reinforcing systemic barriers. These practices violated California Business and Professions Code § 17200 by denying full and equitable participation for disabled guests and creating additional hardships rather than providing meaningful accommodations.

V. CAUSES OF ACTION

FIRST CAUSE OF ACTION

Breach of Confidentiality (Violation of California Common Law and CMIA (Cal. Civ. Code § 56 et seq.))

(As Against All Defendants)

47. Plaintiff incorporates all preceding paragraphs as if fully alleged herein.

48. Plaintiff and similarly situated Class Members were in a confidential relationship with Defendants, wherein Plaintiff and other Disney guests applying for DAS provided sensitive personal and medical information with the expectation of privacy.

49. Defendants, as health care providers and as a third party (Disney) privy to such information had a legal duty under California law to maintain the confidentiality of Plaintiff and other guests applying for DAS.

50. At all times relevant herein, based on information and belief, Defendants unlawfully disclosed, shared, or misused DAS applicants' confidential information without knowledge or consent.

51. Defendants' unauthorized disclosure directly and proximately caused harm to Plaintiff and the purported members of the classes, including emotional distress.

52. Plaintiff and the putative classes seek actual damages, punitive damages, statutory penalties, attorney's fees and injunctive relief to prevent further disclosure of confidential

information.

SECOND CAUSE OF ACTION

Invasion of Privacy (Violation of California Constitution, Art. I, Sec. 1, and Common law Tort of Public Disclosure of Private Facts)

(Against All Defendants)

53. Plaintiff incorporates all preceding paragraphs as if fully alleged herein.

54. Plaintiff and the putative class members have a constitutional right to privacy under Article I, section 1 of the California Constitution.

55. The disclosed information was of a highly sensitive and private nature, such that its publication would offend a reasonable person.

56. Defendant's conduct was intentional, reckless, and/or grossly negligent, demonstrating a willful disregard for Plaintiff's privacy rights.

57. Plaintiff and the putative class suffered emotional distress, reputational harm, and financial damage due to this unauthorized disclosure.

58. Plaintiff and the putative class seek compensatory damages, punitive damages and injunctive relief to prevent future privacy violations.

THIRD CAUSE OF ACTION

(Violation of California Civil Code § 1741 and General Duty of Care)

(As Against All Defendants)

59. Plaintiff incorporates all preceding paragraphs as if fully alleged herein.

60. Defendant owed Plaintiff a legal duty of care to protect their confidential and private information from unauthorized access or disclosure.

61. Defendant breached this duty by:

a. Failing to Implement reasonable security measures to safeguard Plaintiff's data.

b. Negligently disclosing Plaintiff's private information to unauthorized third parties.

c. Failing to train employees or maintain proper confidentiality policies. 8.3 As a direct and proximate result of Defendant's negligence, Plaintiff suffered economic loss, emotional distress, and reputational harm.

62. Plaintiff seeks actual damages, punitive damages (if gross negligence is proven), and costs of litigation.

FOURTH CASE OF ACTION
Violation of the Unruh Civil Rights Act (Cal. Civ. Code § 51 et seq.)

(Against Defendant Walt Disney Parks and Resorts U.S. Inc. and Does 1-50 Only)

63. Plaintiff incorporates all preceding paragraphs as if fully alleged herein.

64. Disney's DAS eligibility criteria screen out individuals with physical disabilities violating the ADA and therefore the Unruh Act.

65. Plaintiff Trisha Malone is a person with a recognized physical disability that substantially limits her ability to safely wait in traditional attraction queues at Disneyland Resort. Similarly, other members of the class include guests with physical disabilities that prevent them from enduring extended wait times in conventional queues.

66. Defendants Disney and Does 1-50 own and operate Disneyland Resort, which is a place of public accommodation under California law and the Americans with Disabilities Act (ADA). As a place of public accommodation, Disney is obligated to provide full and equal access to its services, facilities, and privileges to individuals with disabilities.

67. Under the Unruh Civil Rights Act, all persons in California are entitled to full and equal access to public accommodations regardless of their disability (Cal. Civ. Code § 51(b)). The Act also incorporates the ADA, which prohibits eligibility criteria that screen out or tend to screen out individuals with disabilities (42 U.S.C. § 12182(b)(2)(A)(i)).

68. The implementation of new eligibility criteria for DAS by defendants, Disney and Does 1-50, has limited accommodations, privileges, and advantages exclusively to guests with developmental disabilities, such as autism. This change unjustly excludes individuals with physical

disabilities, effectively denying them equal access to the DAS accommodations, privileges, and advantages to enjoy Disney's attractions.

69. Specifically, Disney's terms and conditions for the DAS explicitly adopt this restrictive framework by expressly stating: "*The Disability Access Service (DAS) is intended to accommodate only Guests who, due to a developmental disability like autism or similar, are unable to wait in a conventional queue for an extended period of time."* This language, which guests are required to agree to before initiating the DAS eligibility process, establishes a clear intent to exclude individuals with physical disabilities, regardless of how severely their conditions impair their ability to tolerate long waits. By enforcing this narrowly defined eligibility criteria, Disney systematically denied access to accommodations for physically disabled guests, reinforcing systemic discrimination.

70. Disney utilized Inspire Health Alliance's services to conduct medical assessments and evaluations, specifically aimed at applying its restrictive eligibility criteria for the DAS. Inspire Health Alliance's role was to perform detailed evaluations of guests to determine whether they met Disney's definition of a developmental disability that prevented them from waiting in standard queues.

71. These assessments were conducted with a focus on confirming the existence of developmental disabilities, such as autism, while disregarding the needs of physically disabled guests whose conditions equally impacted their ability to wait in long lines. This collaboration further perpetuated the exclusion of individuals with physical disabilities by implementing Disney's narrow and discriminatory criteria through a formalized medical assessment process, thereby lending an appearance of legitimacy to the systemic screening out of physically disabled guests. Disney's direct involvement in directing and utilizing these healthcare assessments underscores its role in enforcing eligibility criteria that disproportionately excluded physically disabled individuals, denying them equal access to accommodations in violation of the Unruh Act

72. Disney's screening process effectively excluded and tended to screen out individuals with physical disabilities whose conditions also prevented them from tolerating long

waits. By focusing exclusively on developmental disabilities, such as autism, Disney's criteria unlawfully denied accommodations to physically disabled guests, perpetuating systemic barriers to equal access in violation of the Unruh Act and its incorporation of the Americans with Disabilities Act (ADA).

73. Additionally, the California Welfare and Institutions Code § 4512(a) defines "developmental disability" to include intellectual disability, cerebral palsy, epilepsy, and autism, as well as conditions closely related to intellectual disability or requiring similar treatment but explicitly excludes conditions that are solely physical in nature. By adopting eligibility criteria for the DAS program that mirrored this restrictive definition, Disney knowingly implemented a framework that excluded individuals with physical disabilities, regardless of the severity of their limitations or the impact on their ability to wait in standard queues.

74. Disney's exclusionary practice not only disregarded the unique challenges faced by physically disabled individuals but also perpetuated systemic discrimination by denying them the accommodations necessary to enjoy equal access to Disney's facilities. Disney's reliance on this narrow definition further highlights its intentional and deliberate exclusion of a significant subset of disabled individuals, reinforcing a pattern of inequitable and discriminatory practices in violation of the Unruh Act and the Americans with Disabilities Act (ADA) Disney's policies and practices demonstrate a willful and intentional disregard for the rights of individuals with physical disabilities. By imposing eligibility criteria that effectively screens out such individuals, Disney and Does 1-50 knowingly perpetuates discriminatory practices that deny physically disabled guests the full and equal access guaranteed by law.

75. As a direct and proximate result of Defendant's Disney and Does 1-50's actions, including the additional punitive measures imposed by the revised DAS policy, Plaintiff and other aggrieved guests were unable to fully participate in and enjoy Defendant's services on an equal basis with other guests, causing harm.

76. Pursuant to Cal. Civ. Code § 52, Plaintiff and the class are entitled to statutory damages of no less than $4,000 per violation, in addition to actual damages, attorneys' fees, and injunctive relief.

77. Plaintiff and the class seek injunctive relief requiring Disney to modify its DAS policies to comply with the Unruh Act and ensure that accommodations are available to all individuals with disabilities, not just those with developmental disabilities. Additionally, Plaintiff and the class seek statutory damages, attorneys' fees, and costs of suit.

FIFTH CAUSE OF ACTION

Violation of the California Confidentiality of Medical Information Act (Cal. Civ. Code § 56 et seq.)
(Against All Defendants)

78. Plaintiff incorporate all preceding paragraphs as if fully alleged herein.

79. Inspire Health Alliance and Does 51 through 100 are licensed healthcare providers (e.g., a physician group, clinic, nurse practitioners, and/or professional corporations) and that Disney and Does 1 through 50 hired, contracted, or delegated authority to Inspire Health Alliance for the purpose of assessing medical issues.

80. Defendants Inspire Health Alliance and Does 51-100 provided 'health care services' as defined under Civil Code § 56.05(e) by conducting medical assessments and evaluations. These assessments, based on Disney's defined eligibility criteria, were used to determine guests' qualification for the DAS accommodation and to evaluate whether a developmental disability prevented a guest from waiting in a standard line. The nurse practitioner's assessment involved evaluating symptoms and limitations that prevented a guest from waiting in a standard line.

81. Based on information and belief, Inspired Health Alliance nurse practitioners assessed how these conditions affected the guest's overall functionality and tolerance for extended waits to determine whether guests had a developmental disability that prevented them from waiting in long lines.

Under Civil Code § 56.11, specific written authorization is required before medical providers can share medical information. Based on information and belief, Defendants violated this requirement by failing to obtain proper authorization before sharing information between Inspire

Health Alliance and Disney. They neither specified how medical information would be used and shared nor provided separate medical information authorization forms with required statutory language about patients' rights.

82. Guests who underwent DAS medical screenings qualify as 'patients' under Civil Code § 56.05(k) because they received health care services from Inspire Health Alliance's nurse practitioners. Guests also had medical information collected and evaluated during the screening process, which was assessed by licensed healthcare providers to determine medical eligibility for the DAS accommodation.

83. Under Civil Code § 56.10(a), medical providers are strictly prohibited from disclosing medical information without written authorization. Defendants Inspire Health Alliance and Does 51-100 breached this law by conducting medical assessments in public settings, where private information was at risk of being overheard. Additionally, sensitive medical details of guests were improperly shared between Disney staff and healthcare providers without sufficient privacy safeguards. These actions were conducted without obtaining the proper authorization required for disclosing information between entities, further violating privacy laws.

84. Based upon information and belief, the DAS screening process constituted 'health care services' because it involved professional medical assessment and diagnosis of guests' conditions to determine appropriate accommodations, similar to occupational therapy evaluations or disability assessments, which are explicitly included as health care services under Civil Code § 56.05(e).

85. The nurse practitioners employed by Inspire Health Alliance were providing 'health care' as defined by Civil Code § 56.05(f) through their professional medical assessments and clinical evaluations of guests' disabilities. These healthcare professionals conducted detailed examinations of guests' medical conditions and made specific recommendations about appropriate accommodations based on their professional medical judgment.

86. The relationship between guests and Inspire Health Alliance's nurse practitioners also constituted a 'provider of health care' relationship under Civil Code § 56.05(m). These licensed

healthcare professionals provided medical services, conducted assessments, gathered medical information about guests, and evaluated their conditions to determine whether they had a developmental disability that prevented them from waiting in long lines. This created a healthcare provider relationship that triggered statutory obligations to protect guests' medical privacy.

87. Under Civil Code § 56.101(a), entities maintaining medical information must preserve the confidentiality of that information using appropriate safeguards. Defendants systematically failed to implement such safeguards by conducting medical assessments in public areas, allowing non-medical Disney staff to participate in medical discussions, and failing to provide private spaces for medical screenings. This complete absence of privacy protocols violated their statutory duty to protect confidential medical information.

88. Defendants Inspire Health Alliance and each of their nurse practitioners acted at Disney's direction to determine guests' eligibility for Disney's Disability Access Service. Disney exercised control over Inspire Health Alliance provider's activities as an agent of (or co-venturer with) Inspire Health Alliance (a licensed health care provider). Further, Disney either knew or should have known about Inspire Health Alliance's failure to maintain confidentiality, making them equally liable as a collaborator or principal.

89. Civil Code § 56.26(a) requires third parties who receive medical information to maintain the same standards of confidentiality as healthcare providers. Based upon information and belief, Disney, as a recipient of medical information through its partnership with Inspire Health Alliance, failed to maintain these standards by integrating medical screenings into public guest service operations and allowing cast members to observe and participate in medical discussions. This integration of medical assessments into public guest services operations fundamentally undermined medical privacy protections.

90. The CMIA defines a "contractor" as an entity that is "legally authorized to receive medical information… and is a recipient of such information for the purposes of maintaining, storing, managing, or otherwise processing it." (Cal. Civ. Code § 56.05(d).)

91. Based on information and belief, by directing how the DAS screenings occurred (including the public setting), Disney and Does 1 through 50 became responsible for Inspire Health Alliance's nurse practitioner's CMIA violations. Ms. Malone and other aggrieved guests had every reason to believe Inspire Health Alliance nurse practitioner's screening process was on Disney's behalf, so Disney cannot disclaim liability by pointing the finger solely at Inspire Health Alliance.

92. Based on information and belief, Defendants, along with each of them, required Ms. Malone and other aggrieved guests publicly disclose specific details about their diagnosis, symptoms, mobility limitations, and sensory triggers within earshot of others, either in lines or near other cast members and guests, to qualify for the DAS service. During these DAS interviews Defendants and each of them failed to provide a private room, a confidentiality notice, or any attempt to mitigate other guests and cast members overhearing disclosure of private medical information.

93. In fact, the entire point of this disclosure was to confirm or assess whether guests meet Disney's medical/disability-based criteria for DAS. The public disclosures went beyond, simply inquiring whether guests had trouble standing or difficulty waiting in long lines. Instead, the public DAS interview required guests to disclose actual medical conditions, with enough specificity to meet the definition of "medical information" under CMIA.

94. Further, at all relevant times and based on information and belief, nurse practitioners employed by or affiliated with defendants Inspire Health Alliance and each of them were positioned side-by-side with Disney cast members during DAS screenings, whether those screenings occurred in-person at the Disneyland Resort or virtually via video call. As such, both the Disney cast member and Inspired Health Alliance's nurse practitioner actively participated in the same conversation with guests, thereby reinforcing that Inspire Health Alliance was acting on Disney's behalf—and under Disney's direct supervision—in collecting medical information.

95. Based on information and belief, during these joint interviews, Defendants required guests, including Ms. Malone, to disclose detailed medical information—far beyond whether the guest could stand or wait in line safely—while both a Disney cast member, and a nurse practitioner

listened and asked clarifying questions. The physical (or online) proximity of these individuals further compromised confidentiality, as the nurse practitioner's presence and inquiries were observed and overheard by Disney cast members, other employees, and even park visitors or bystanders during in-person screenings.

96. By arranging for a nurse practitioner to stand physically alongside Disney personnel, Defendants Disney and Does 1-50 effectively merged the roles of Disney's cast members and Inspire Health Alliance's healthcare providers, rendering them jointly responsible for any violations of the California Confidentiality of Medical Information Act (CMIA). This setup created the appearance—and practical reality—that the nurse practitioner's actions were taken at Disney's direction, reinforcing Defendants' agency, co-venture, or contractor relationship.

97. By requiring guests to disclosure medical information in a non-private setting and working with nurse practitioners, Disney and Does 1 through 50 effectively stepped into the shoes of a "contractor" under CMIA. Inspire Health Alliance qualifies as a licensed healthcare provider under CMIA, and Disney and Does 1-50 also qualify as "contractors" because they actively received, stored, and utilized detailed "medical information" (Cal. Civ. Code § 56.05(d)). The existence of an on-site or simultaneous nurse practitioner underscores Disney's intent to obtain and evaluate medical information for its own purposes, thereby making Disney equally liable as a collaborator or principal in any unauthorized disclosures.

98. Based on information and belief, Defendants Disney, Does 1-50's, Inspired Health, and Does 51-100 unlawfully compelled guests to disclose confidential medical information without adequate safeguards, violating the CMIA. Defendants and each of them did not merely passively receive minimal information, but actively collected, reviewed, and stored detailed medical disclosures (e.g., nature of disability, severity, whether guests could stand in line, etc.).

99. Defendants' and each of their practices constituted negligent release of medical information under Civil Code § 56.36(b) through their systematic failure to protect confidentiality during screenings. The routine disclosure of medical information in public settings and sharing of

medical details between entities without proper safeguards created an ongoing pattern of privacy violations that harmed guests seeking accommodations.

100. The CMIA prohibits any business from requiring individuals to disclose medical information unless specifically permitted by law. **(**Cal. Civ. Code § 56.20**).** Defendants and each of them unlawfully required guests to disclose sensitive medical information to its employees and third-party contractors in non-confidential settings as a prerequisite for DAS accommodations. There is no legal authority permitting Defendants and each of them to collect this information, let alone requiring guests to share it in public spaces where it can be overheard by other employees and park visitors.

101. CMIA imposes an obligation on entities to safeguard medical information from unauthorized disclosure. (Cal. Civ. Code § 56.101). Based on information and belief, Defendants failed to protect the privacy of guests' medical information during the DAS application process. Information is often disclosed in non-private, public areas where it is overheard by Disney cast members, other employees, and other guests. This negligent handling of medical information violates the CMIA's mandate to ensure the confidentiality of such information.

102. The CMIA provides statutory damages of $1,000 per violation if "the disclosure was… negligent", in addition to any actual damages resulting from emotional distress or harm caused by the unauthorized disclosure of medical information. **(**Cal. Civ. Code § 56.36(b)**).**

103. Defendants and each of them harmed Plaintiffs Ms. Malone and other guests that applied for DAS Guests were harmed by the unauthorized disclosure of medical information, which exposed them to embarrassment, emotional distress, and a loss of dignity. Defendants' practices of collecting and handling this information negligently and in public settings directly caused these harms.

SIXTH CAUSE OF ACTION

Violation of California Business and Professions Code § 17200 et seq.

(Against Defendant Disney and Does 1-50 only)

104. Plaintiff incorporates all preceding paragraphs as if fully set forth herein.

105. Defendants Disney and Does 1-50 policies constitute unlawful, unfair, and fraudulent business practices under California law.

106. Defendants and each of them violated and continue to violate the Business & Professions Code, section 17200, et seq. by engaging in acts of unfair competition referred to above including.

107. Defendant's utilization of such unfair and unlawful business practices constitutes unfair, unlawful competition and provides an unfair advantage over Defendant's competitors.

108. By engaging in the above-described unlawful business acts and practices, Defendants Disney and each of them committed one or more acts of unfair competition within the meaning of California's Unfair Competition Law, section 17200 of the Business & Professions Code ("UCL"). These acts and practices constitute a continuing and ongoing unfair business activity defined by the UCL, and justify the issuance of an injunction, restitution, and other equitable relief pursuant to the UCL.

109. The conduct of Defendants and each of them are contrary to the public welfare since it transgresses civil statutes of the State of California designed to protect workers from exploitation and harm.

110. Defendants' conduct described above was unfair within the meaning of the UCL because it was against established public policy and has been pursued to attain an unjustified monetary advantage.

111. Plaintiff and Class seek an order of this Court awarding restitution and injunctive relief and all other relief allowed under the UCL, including interest and attorneys' fees pursuant to, inter alia, Code of Civil Procedure section 1021.5, and to such other further relief as this Court may deem just and proper.

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SEVENTH CAUSE OF ACTION

Violation of the Consumer Legal Remedies Act (CLRA) (Cal. Civ. Code § 1750 et seq.)

(Against Defendant Walt Disney Parks and Resorts U.S., Inc. and Does 1-50)

112. Plaintiff hereby incorporates by reference all preceding paragraphs of this Complaint as though fully set forth herein.

113. By offering their Disability Access Service (DAS) as a service to consumers, Defendants Disney and Does 1-50 engaged in "transactions" within the meaning of the Consumer Legal Remedies Act (CLRA), California Civil Code § 1761(e). The DAS, as advertised and implemented by Defendants, constitutes a service intended for personal and family use. Attached hereto as Exhibit A is a true and correct copy of CLRA notice.

114. Defendants Disney and each of them violated and continue to violate the provisions of the CLRA by engaging in unfair and deceptive practices, including but not limited to:

a. Misrepresenting the characteristics, uses, and benefits of the DAS program, in violation of California Civil Code § 1770(a)(5), by restricting eligibility based on developmental disabilities and excluding individuals with physical disabilities, thereby mischaracterizing the scope of the service.

b. Advertising the DAS program with the intent not to provide it as advertised, in violation of California Civil Code § 1770(a)(9). Despite promoting the DAS as an accommodation for guests with disabilities, Defendants imposed restrictive and misleading eligibility criteria that excluded guests with physical disabilities, effectively denying them access.

c. Inserting unconscionable provisions into their Terms and Conditions for the DAS, including a deceptive unenforceable naked class action waivers and unilateral modification clauses, in violation of California Civil Code § 1770(a)(14) and § 1770(a)(19).

115. On December 19, 2024, Plaintiff, through her counsel, provided Defendants with written notice pursuant to California Civil Code § 1782(a), specifying the violations of the CLRA

and demanding corrective action within 30 days. Despite receipt of this notice, Defendants failed to take any meaningful steps to remedy the violations identified.

116. As a direct and proximate result of Defendants' conduct, Plaintiff and putative members of the proposed class have suffered damages, including but not limited to emotional distress, inconvenience, and the denial of access to equitable accommodations.

PRAYER FOR RELIEF

Plaintiff, on behalf of herself and all others similarly situated, pray for judgment as follows:

1. Certification of the proposed class and subclasses;
2. Declaratory relief stating that Defendants' policies violate the Unruh Act, CMIA, and California law;
3. Injunctive relief requiring Defendants to revise the DAS program to comply with California law, eliminate restrictive and misleading eligibility criteria, and ensure equitable access to individuals with disabilities;
4. Statutory damages under the Unruh Act, CLRA and CMIA;
5. Restitution and disgorgement of profits under California Business and Professions Code § 17200;
6. Attorneys' fees and costs; and
7. Any other relief the Court deems just and proper.

DATED: February 10, 2025

Respectfully submitted,

MCCUNE LAW GROUP, APC
MCCUNE WRIGHT AREVALO VERCOSKI KUSEL WECK BRANDT, APC

By: Michele M. Vercoski

Michele M. Vercoski
Yasmin N. Younessi
Gavin P. Kassel
Attorneys for Plaintiff

EXHIBIT ‘A’

McCUNE LAW GROUP
McCUNE ▪ WRIGHT ▪ AREVALO ▪ VERCOSKI
KUSEL ▪ WECK ▪ BRANDT APC

December 19, 2024

VIA MAIL

Walt Disney Parks and Resorts U.S., Inc.
500 South Buena Vista Street
Burbank, CA 91521

RE: NOTICE OF VIOLATIONS OF THE CONSUMER LEGAL REMEDIES ACT (CLRA)

To Whom It May Concern,

This letter is written on behalf of our client, Trisha Malone, and other similarly aggrieved guests who were required to agree to Walt Disney Parks and Resorts U.S., Inc.'s ("Disney") Terms and Conditions in order to access Disability Access Service (DAS) accommodations. This notice is provided pursuant to the Consumer Legal Remedies Act (CLRA), California Civil Code § 1750 et seq., and details Disney's violations of the CLRA through the imposition of restrictive, misleading, and unconscionable terms that deny individuals with disabilities their rights and remedies under California law.

The CLRA prohibits deceptive and unfair business practices that harm consumers. Disney's Terms and Conditions for DAS explicitly state that the service is "*intended to accommodate only Guests who, due to a developmental disability like autism or similar, are unable to wait in a conventional queue for an extended period of time.*" This language misrepresents the scope of DAS by excluding individuals with physical, sensory, or other disabilities, despite Disney's legal obligation to provide accommodations to all disabled guests under the Americans with Disabilities Act (ADA) and Unruh Act. By falsely limiting DAS eligibility to certain types of disabilities, Disney is misrepresenting the characteristics, uses, and benefits of the service in violation of California Civil Code § 1770(a)(5).

Further, the Unruh Civil Rights Act, California Civil Code § 51 et seq., guarantees individuals with disabilities full and equal access to the goods, services, facilities, privileges, advantages, and accommodations offered by business establishments in California. By restricting the availability of its Disability Access Service (DAS) solely to individuals with developmental disabilities, such as autism or similar conditions, Disney imposes eligibility criteria that unlawfully exclude individuals with other disabilities, including physical impairments, from accessing equal accommodations

The Unruh Act incorporates the Americans with Disabilities Act (ADA), including its prohibition on eligibility criteria that tend to screen out individuals with disabilities. Under 42 U.S.C. § 12182(b)(2)(i), it is unlawful for a business to impose eligibility criteria that "screen out or tend to screen out an individual with a disability or any class of individuals with disabilities from fully and equally enjoying any goods, services, facilities, privileges, advantages, or accommodations, unless such criteria can be shown to be necessary."

By explicitly limiting DAS accommodations to guests with developmental disabilities who are "unable to wait in a conventional queue for an extended period of time," Disney has unlawfully screened out individuals with physical disabilities that similarly prevent them from standing or waiting in long lines. For example, individuals with mobility impairments, chronic pain conditions, cardiac issues, or other physical disabilities may require similar accommodations but are excluded under Disney's restrictive eligibility criteria.

Disney cannot demonstrate that limiting DAS accommodations to individuals with developmental disabilities is necessary for the provision of its services. Disney should provide equal access to all individuals whose disabilities prevent them from using conventional queues, regardless of whether their disabilities are developmental, physical, or otherwise. The restriction is arbitrary and discriminatory, in violation of the Unruh Act.

Further, Disney's alternative accommodations to DAS are deceptively advertised accommodations, when in reality they are anything but. First, Disney's Attraction Queue Re-Entry or Meet-Up accommodation is a foreseeably harmful alternative for guests with disabilities who cannot tolerate traditional queues. Requiring guests to exit and re-enter the queue or wait outside creates undue physical and emotional stress, particularly for individuals with mobility challenges, sensory sensitivities, or medical conditions exacerbated by physical strain or disorientation. The process imposes logistical burdens, such as frequent coordination with cast members and one's party, which can be challenging for individuals with communication impairments or limited access to reliable devices. It also introduces safety risks, including the potential for separation in crowded areas, disorientation, and confusion during re-entry. For solo travelers or small groups, the accommodation is even less feasible. By forcing guests to manage these burdensome logistics, this option fails to provide equitable access and instead stigmatizes and disadvantages individuals with disabilities, falling short of a reasonable and effective accommodation.

Disney's Rider Switch accommodation is also an unreasonable and inadequate alternative for guests with disabilities who cannot tolerate traditional queues. The requirement for one party to wait outside the queue while the other rides fails to

accommodate the core needs of disabled individuals who may be unable to stand or wait for extended periods due to mobility impairments, chronic pain, sensory sensitivities, or other disabling conditions. For example, the waiting period for Party B can be lengthy, leaving the disabled guest in discomfort or at risk of exacerbating their condition. Furthermore, the process places undue logistical and emotional burdens on guests, requiring precise coordination with cast members and their group, which can be especially challenging for individuals with cognitive impairments, communication difficulties, or sensory overload. Additionally, limiting Party B to a maximum of two riders unfairly restricts the experience of larger groups traveling with disabled individuals, creating an inequitable experience. The requirement to re-enter the attraction separately from the rest of the party also isolates the disabled guest, stigmatizing their disability and further reducing their enjoyment of the attraction. For solo travelers or small groups, the Rider Switch accommodation may not even be feasible, effectively denying access altogether. This alternative fails to address the fundamental barriers faced by disabled individuals, making it an unreasonable and potentially harmful substitute for the Disability Access Service (DAS).

Disney's Location Return Time accommodation is another inadequate and inequitable solution for guests with physical restrictions, as it imposes unnecessary burdens and fails to provide meaningful access. Requiring guests to request this accommodation from cast members in crowded, public settings forces individuals to disclose their disabilities, causing potential embarrassment and emotional distress, especially for those with sensory or communication challenges. Limiting this accommodation to Disneyland Park, with no equivalent in Disney California Adventure Park, creates a stark disparity that denies equal access across the resort. Additionally, assigning return times comparable to the standby wait fails to account for the specific needs of individuals unable to endure prolonged waits due to physical pain, fatigue, or other health conditions. The requirement to navigate to auxiliary entry points further complicates access, introducing logistical challenges and safety risks for individuals with mobility impairments or vision loss. These barriers undermine the goal of inclusion, making the Location Return Time accommodation an unreasonable and ineffective alternative for providing equitable access to attractions.

Additionally, Disney advertises DAS as a program designed to meet the accessibility needs of disabled guests but imposes vague and subjective requirements, such as requiring guests to participate in an "individualized discussion" to justify their need for accommodations. This process lacks transparency and often results in the denial of services to individuals who qualify for accommodations under state and federal law. Such practices constitute advertising goods or services with the intent not to sell them as advertised, in violation of California Civil Code § 1770(a)(9).

Disney's Terms and Conditions further violate California Civil Code § 1770(a)(14) by requiring guests to waive their legal rights as a condition for accessing DAS

accommodations. Specifically, guests must agree that "*any lawsuit I may file, or participate in, challenging this decision, the individualized discussion, or the overall process itself, shall be conducted only on an individual basis and not as a plaintiff or class member in a purported class, consolidated or representative action or proceeding.*" This provision unlawfully limits consumers' ability to pursue class actions or other representative claims, which are essential for addressing systemic discrimination and ensuring accountability. Such waivers are void as a matter of public policy and constitute a clear violation of the CLRA.

Class action waivers in consumer contracts are unconscionable when disputes involve predictably small amounts of damages and when the party with superior bargaining power has engaged in a scheme to deliberately deprive large numbers of individuals of their rights. See *Sanchez v. Valencia Holding Co., LLC*, 61 Cal. 4th 899, 923. (2015). In *Sanchez* the California Supreme Court held that,

> The anti-waiver provision is found in Civil Code section 1751: "*Any waiver by a consumer of the provisions of this title is contrary to public policy and shall be unenforceable and void*." Civil Code section 1780 permits the consumer damaged by certain enumerated practices to seek various remedies including damages and injunctive relief. Civil Code section 1781, subdivision (a) provides: "*Any consumer entitled to bring an action under Section 1780 may, if the unlawful method, act, or practice has caused damage to other consumers similarly situated, bring an action on behalf of himself and such other consumers to recover damages or obtain other relief as provided for in Section 1780*." Thus, class actions are among the provisions of the CLRA that may not be waived.

Id.

Here, Disney's class action waiver effectively prevents aggrieved parties from banding together to address systemic violations, such as the misrepresentation of DAS eligibility and the improper denial of accommodations. This waiver disproportionately harms individuals who would otherwise seek relief under the Unruh Act but lack the resources to pursue individual litigation for relatively small statutory damages, allowing Disney to continue discriminatory practices without meaningful accountability.

Disney's naked class action waiver does not qualify as an arbitration agreement under the FAA because it lacks the essential features of arbitration. The waiver contains no provision for arbitration, mediation, or any alternative dispute resolution process. Unlike arbitration agreements, which provide a forum for resolving disputes, Disney's waiver simply eliminates the right to collective actions without offering an alternative. This deceptive naked class action waiver provides no alternative dispute resolution mechanism, such as arbitration, and serves solely to falsely shield Disney from accountability for systemic discrimination and misconduct. These terms are coercive, discriminatory, one-sided, and contrary to public policy.

Moreover, Disney's unilateral right to change the DAS Terms and Conditions without notice imposes an unconscionable burden on guests. California Civil Code § 1770(a)(19) prohibits businesses from inserting unconscionable provisions into consumer agreements. By reserving the right to modify the terms at any time, Disney creates a one-sided agreement that leaves disabled guests vulnerable to sudden and unpredictable changes, effectively stripping them of any meaningful recourse. This provision is excessively oppressive and violates fundamental principles of fairness and equity protected under California law.

These practices have caused harm to our client and other similarly situated guests. The restrictive and misleading eligibility criteria for DAS force individuals with disabilities to justify their medical conditions in non-confidential settings, leading to embarrassment, emotional distress, and a denial of accommodations they are entitled to under the law. The requirement to agree to a waiver of legal rights further denies them access to justice and remedies for systemic discrimination. The unilateral modification clause compounds this harm by creating uncertainty and undermining trust in Disney's accommodation process.

To comply with the CLRA and remedy these violations, Disney must take immediate action to revise its DAS Terms and Conditions. Restricting DAS eligibility to only guests with developmental disabilities must be removed to reflect Disney's obligation to accommodate all qualifying disabilities. The waiver of class action and representative action rights must be eliminated to restore individuals' ability to pursue collective remedies. The unilateral modification clause must also be removed, and any future changes to the terms must be communicated clearly and require affirmative consent from affected individuals.

If these violations are not corrected within 30 days of receipt of this notice, legal action will be initiated under the CLRA, including claims for actual damages, injunctive relief, restitution, statutory damages, and attorneys' fees.

Very truly yours,

McCune Law Group, McCune Wright Arevalo
Vercoski Kusel Weck Brandt, APC

Michele M. Vercoski

MMV/da