

1 STEVEN L. DERBY (SBN 148372)  
2 WADE LAW GROUP, APC  
262 East Main Street  
3 Los Gatos, CA 95030  
Telephone: (408) 842-1688  
4 Facsimile: (408) 549-1612  
Email: [sderby@wadelitigation.com](mailto:sderby@wadelitigation.com)

5 Attorneys for Plaintiff  
6 FRED J. REPUCCI

7  
8 IN THE UNITED STATES DISTRICT COURT  
9 IN AND FOR THE CENTRAL DISTRICT OF CALIFORNIA

10 FRED J. REPUCCI,  
11 Plaintiff,  
12 v.  
13 U.S. Bank, National Association; U.S.  
14 Bancorp, a Delaware Corporation  
15 Defendants.

CASE NO.

Civil Rights

**COMPLAINT FOR INJUNCTIVE  
RELIEF AND DAMAGES**

1. **Violation of the Americans with Disabilities Act Title III [42 U.S.C. § 12182(a), et seq, and 42 U.S.C. § 12203]**
2. **Violation of the Disabled Persons Act [Cal. Civil Code §§ 54 And 54.1]**
3. **Violation of the Unruh Act [Cal. Civil Code § 51]**

DEMAND FOR JURY TRIAL

20  
21 Plaintiff FRED J. REPUCCI (hereinafter referred to as “Plaintiff”) complains of  
22 Defendant U.S. BANK NATIONAL ASSOCIATION and U.S. BANCORP., a Delaware  
23 Corporation.

24 **INTRODUCTION**

25 1. Defendants denied Plaintiff full and equal enjoyment and access to their banking  
26 services, facilities, privileges and accommodates in violation of the Americans with Disabilities  
27 Act of 1990, as well as the California Unruh Act and the California Disabled Persons Act.  
28 Defendants currently hold on deposit the sum of \$136,975.68 to which they are denying him all

1 access. Defendants refuse to accommodate Plaintiff who suffered a stroke and needs the  
2 assistance of his wife or some other representative to communicate with Defendants. Defendants  
3 have denied him this accommodation at least 20 times over the past six months. Plaintiff brings  
4 this lawsuit to enforce his rights under the Americans with Disabilities Act and supplementary  
5 state laws. He seeks an order requiring Defendants to modify policies and procedures and to  
6 release his money to him. Plaintiff also seeks damages, attorneys' fees, costs and litigation  
7 expenses.

### 8 JURISDICTION

9 2. This Court has original jurisdiction of this action under the Americans with  
10 Disabilities Act of 1990, 42 U.S.C. §§12101 *et seq.* (the "ADA").

11 3. The Judicial District of the United States District Court for the Northern District  
12 of California has supplemental jurisdiction over the State law claims alleged in this Complaint  
13 pursuant to 28 U.S.C. §1367(a). All the claims derive from a common nucleus of operative facts  
14 and arose out of the same transactions. The state law claims are so related to the federal action  
15 that they form part of the same case or controversy and the actions would ordinarily be expected  
16 to be tried in one judicial proceeding.

### 17 VENUE

18 4. Venue in the Judicial District of the United States District Court for the Central  
19 District of California is in accordance with 28 U.S.C. §1391(b) because Plaintiff's claims arose  
20 within this Judicial District and the property that is the subject of this action is located in this  
21 District in the City and County of Riverside, California.

### 22 THE PARTIES

23 5. At all times herein relevant, Plaintiff Fred Repucci ("Plaintiff") was and is a  
24 person with a disability as defined in 42 U.S.C. § 12102 and California Government Code §  
25 12926(l). Approximately 15 years ago suffered a stroke which prevents him from  
26 communicating orally, especially in pressure-filled or emotionally-charged situations. His  
27 condition affects the following body systems: Neurological, motor and muscular, Plaintiff's  
28 condition substantially limits major life activities, talking and communicating. Plaintiff cannot

1 perform these activities in the same manner, speed and duration as the average person.  
2 Moreover, Plaintiff has a history of and/or has been diagnosed and/or classified as having a  
3 physical impairment.

4 6. Defendants U.S. BANK, NATIONAL ASSOCIATION and U.S. BANCORP, a  
5 Delaware Corporation (Defendants”) are and at all times relevant to the Complaint were,  
6 businesses or corporations organized and existing and/or doing business under the laws of the  
7 State of California. Based upon a review of public records, Plaintiff is informed and believes  
8 and based thereon alleges, that Defendants own and/or operate the U.S. Bank Branch office  
9 located at 9103 Mission Blvd. Riverside, California (the “Bank”).

10 7. Defendants, and each of them, are the owners, operators, lessees and/or lessors of  
11 the Bank and Defendants’ other branch banks open to the public and thus are public  
12 accommodations. During all times relevant to this Complaint, Defendants, and each of them,  
13 operate and have operated as a public accommodation and a business establishment under the  
14 laws of the State of California.

15 8. Plaintiff is informed and believes, and thereon alleges, that Defendants and each  
16 of them were, at all times relevant to the action, the owner, operator, lessor, lessee, franchiser,  
17 franchisee, general partner, limited partner, agent, employee, representing partner or joint  
18 venturer of the remaining Defendants and were acting within the course and scope of that  
19 relationship. Plaintiff is further informed and believes, and thereon alleges, that each of the  
20 Defendants herein gave consent to, ratified and/or authorized the acts alleged herein.

21 **STATEMENT OF FACTS**

22 9. Plaintiff has been a long-standing customer of Defendants since 1978 and  
23 patronizing The Bank located in Riverside, California since then. Currently, as of the last bank  
24 statement, Plaintiff has the sum of \$136,975.68 on deposit in an account maintained by  
25 Defendants.

26 10. Due to improper conduct by Plaintiff’s former caregivers which included  
27 improper access to and withdrawal of funds and other property held at The Bank, Defendants  
28 have locked Plaintiff’s account and will not allow anyone access including Plaintiff himself.

1 They insist that he sit for an “interview” with the manager at The Bank. Because of Plaintiff’s  
2 disability and his inability to make himself understood especially in public and in emotionally-  
3 charged situations, Plaintiff has made repeated requests that Defendants’ employees to allow his  
4 wife and other representatives accompanying him to assist him in communicating with  
5 employees at The Bank due to his speaking disability.

6 11. Defendants have consistently refused to allow any access to the aforementioned  
7 funds by Plaintiff so long as he is accompanied or any of his representatives including his wife.  
8 Defendants have refused Plaintiff’s repeated requests for reasonable accommodation in order to  
9 have assistance in communicating with bank personnel in order to obtain release of his funds.

10 12. Plaintiff has visited The Bank no less than 20 times requesting access to the  
11 aforementioned funds on deposit to pay his bills, and to provide food and other essentials to  
12 Plaintiff and his wife who are currently destitute due to Defendant’s refusal to allow Plaintiff  
13 access to his own funds.

14 13. On information and belief, Plaintiff alleges that at all relevant times herein  
15 mentioned, Defendants had actual and/or constructive knowledge of the discriminatory behavior  
16 of their employees and/or are responsible for the misconduct of their employees under the ADA  
17 and other disability rights laws and or by the fact that they ratified the misconduct and/ or are  
18 liable for the action of the employees and agents under the doctrine of respondeat superior. As  
19 a direct and proximate result of each Defendant’s acts and/or omissions as set forth above,  
20 Plaintiff, sustained the following losses, injuries and damages, past and future, including but not  
21 limited to:

- 22 a. Economic damages, including, but not limited to, out of pocket expenses, and  
23 medical expenses – past and future;
- 24 b. Physical pain and suffering;
- 25 c. Emotional distress, embarrassment, fear, anxiety, sleeplessness, humiliation,  
26 indignity, and loss of liberty;
- 27 d. Loss of enjoyment of life;
- 28 e. All other legally cognizable special and general damages;

- 1 f. Violations and deprivations of State and federal disability rights; and  
2 g. All damages and penalties (including a trebling of actual damages) recoverable  
3 under California Civil Code §§ 52, and 54.3 (for violations of §§ 51 and 54 and  
4 54.1, et seq.of the California Civil Code, respectively).

5 **FIRST CLAIM**  
6 **AGAINST DEFENDANTS**  
7 **(For Discriminatory Practices in Public Accommodations;**  
8 **Violation of the Americans with Disabilities Act of 1990)**

9 14. Plaintiff re-pleads and incorporates by reference, as if fully set forth again herein,  
10 the factual allegations contained in Paragraphs 1 through 13 above.

11 15. Plaintiff alleges that Defendants own, leases and/or operate a public  
12 accommodation as defined in 42 U.S.C. § 12181(7).

13 16. As owners and operators of a place of public accommodation, Defendants are  
14 required to provide Plaintiff, as a disabled person, “full and equal enjoyment of the  
15 goods, services, facilities, privileges, advantages, or accommodations” of the Facility.

16 17. Based on the foregoing, Defendants have intentionally refused, despite being  
17 aware of their obligations under the law, to serve Plaintiff based solely on his status as a person  
18 with a disability.

19 18. As a result, Plaintiff was denied full and equal enjoyment of and access to  
20 Defendants’ goods, services, facilities, privileges, advantages or accommodations in violation of  
21 the ADA, specifically 42 U.S.C. §§ 12182(b)(2)(A)(ii) and 12182(b)(2)(A)(iii).

22 19. Plaintiff has physical disabilities as alleged above because Plaintiff’s conditions  
23 affect one or more of the following body systems: Neurological, musculoskeletal and/or  
24 cardiovascular. Further, Plaintiff’s physical impairments substantially limit major life activities  
25 including standing and walking. Moreover, Plaintiff has a history of, has been diagnosed and  
26 classified as having a physical impairment as required by 42 U.S.C. § 12102(2)(A).

27 20. One of the specific prohibitions against discrimination under the ADA, as set  
28 forth in 42 U.S.C. § 12182(b)(2)(A)(ii), proscribes the following: “a failure to make reasonable  
modifications in policies, practices and procedures when such modifications are necessary to

1 afford such goods, services, facilities, privileges, advantages or accommodations to individuals  
2 with disabilities.” The foregoing section requires Defendants to demonstrate policies, practices  
3 or procedures that would allow Plaintiff to conduct business transactions at Defendants’ Bank in  
4 a manner that would ensure that he and other similarly situated people with disabilities are able  
5 to access and enjoy financial services on the same basis as the general public.

6         21. Another of the specific prohibitions against discrimination under the ADA, as set  
7 forth in 42 U.S.C. § 12182(b)(2)(A)(iii), proscribes the following: “a failure to take such  
8 steps as may be necessary to ensure that no individual with a disability is excluded,  
9 denied services, segregated or otherwise treated differently than other individuals because of the  
10 absence of auxiliary aids and services, unless the entity can demonstrate that taking such steps  
11 would fundamentally alter the nature of the good, service, facility, privilege, advantage, or  
12 accommodation being offered or would result in an undue burden...” As demonstrated herein,  
13 Defendants conspicuously failed to provide necessary aids and services to ensure that Plaintiff  
14 could conduct his financial transactions in the same confidential manner as the general public.

15         22. Based on the facts and allegations pled herein, Defendants unreasonably failed  
16 and refused to modify their policies, practices and procedures or provide auxiliary aids and/or  
17 services to provide Plaintiff full and equal enjoyment of and access to Defendants’ services,  
18 facilities, privileges, advantages or accommodations, all as required by the ADA.

19         23. Based on the facts and allegations pled in this Complaint, Plaintiff was damaged  
20 and will suffer irreparable harm unless Defendants are ordered to adopt policies and procedures  
21 and/or provide auxiliary aids and services that comport with the requirements of the ADA and  
22 allow Plaintiff to communicate with bank personnel. Plaintiff alleges that Defendants’  
23 discriminatory conduct is ongoing capable of repetition, and this discriminatory repetition  
24 adversely impacts Plaintiff and a substantial segment of the disability community. Plaintiff  
25 alleges there is a national public interest in requiring adaption of policies, practices and  
26 procedures (and accessible features) in places of public accommodation and assuring that  
27 Plaintiff and people with disabilities can utilize the banking system, request and obtain changes  
28 in policies, practices and procedures to conduct their financial transactions. Plaintiff has no

1 adequate remedy at law to redress the discriminatory conduct of Defendants. Plaintiff desires to  
2 return to Defendants' place of business but cannot do so because of the discriminatory policies,  
3 practices and procedures of Defendants. Accordingly, Plaintiff alleges that a prohibitory or  
4 mandatory injunction is necessary to ensure that Defendants comply with the applicable  
5 requirements of the ADA.

6 **SECOND CLAIM**  
7 **AGAINST DEFENDANTS**  
8 **(For Denial of Full and Equal Access; Violation of the Disabled Persons Act)**

9 24. Plaintiff re-pleads and incorporates by reference, as if fully set forth again herein,  
10 the factual allegations contained in Paragraphs 1 through 23 above.

11 25. Plaintiff alleges that Defendant has discriminated against him in the past and  
12 continues to do so and has violated (and continues to violate) his rights under §§ 54 and 54.1 of  
13 the California Civil Code.

14 26. At all times relevant to this Action, California Civil Code §§ 54 and 54.1 have  
15 provided that physically disabled persons are not to be discriminated against because of their  
16 physical disabilities and that they shall have full and equal use of public facilities and other  
17 public places, such as a dental office.

18 27. Section 54(a) of the California Civil Code states that individuals with disabilities  
19 have the same right as the general public to the full and free use of the streets, highways,  
20 sidewalks, walkways, public buildings, medical facilities, including hospitals, clinics and  
21 physicians' offices, public facilities and other public places.

22 28. Plaintiff is an individual with a disability as defined in California Government  
23 Code § 12926.

24 29. California Civil Code § 54.1 (a)(1) provides, in pertinent part, as follows:

25 54.1(a)(1) Individuals with disabilities shall be entitled to full and equal  
26 access, as other members of the general public, to accommodations,  
27 advantages, facilities, ... places of public accommodation, amusement, or  
28 resort, and other places to which the general public is invited, subject only  
to the conditions and limitations established by law, or state or federal  
regulation, and applicable alike to all persons.

30. Each violation of the Americans with Disabilities Act alleged herein also

1 constitutes a violation of §§ 54(c) and 54.1(d) of the California Civil Code, thus independently  
 2 justifying an award of damages pursuant to California law. Plaintiff alleges that because of his  
 3 disability, he has been denied and continues to be denied the full and equal access to Defendants'  
 4 services in violation of §§ 54 and 54.1 of the California Civil Code based both on Defendants'  
 5 violation of his rights under the ADA and because of independent violations of his rights under  
 6 §§ 54(a) and 54.1(a)(1) of the California Civil Code.

7 31. Section 54.3 of the California Civil Code provides that any person, firm or  
 8 corporation that denies or interferes with the admittance to or enjoyment of the public facilities  
 9 as specified in §§ 54 or 54.1 thereof or who otherwise interferes with the rights of an individual  
 10 with a disability under §§ 54 or 54.1 shall be liable for each such offense for the actual damages,  
 11 and up to three times actual damages, but in no case less than \$1,000, and such attorneys' fees as  
 12 may be determined by the Court.

13 32. The violations of Plaintiff's rights under the ADA and California law that are  
 14 alleged in this Complaint have resulted in the denial to Plaintiff of full and equal access to the  
 15 Bank and the financial services offered thereat and have caused Plaintiff to suffer the damage  
 16 and harms set forth and alleged in this Complaint.

17 **THIRD CLAIM**  
 18 **AGAINST DEFENDANTS**  
 19 **(For Discriminatory Practices by a Business Establishment; Violation of the Unruh Civil**  
 20 **Rights Act)**

21 33. Plaintiff re-pleads and incorporates by reference, as if fully set forth again herein,  
 22 the factual allegations contained in Paragraphs 1 through 32 above.

23 34. Based on the facts and allegations set forth in this Complaint, Plaintiff alleges that  
 24 Defendants have discriminated against him and violated his rights under § 51 of the California  
 25 Civil Code. The discriminatory misconduct and violation of Plaintiff's rights continues through  
 26 the present day.

27 35. At all times relevant to this action, § 51 of the California Civil Code has provided  
 28 that physically disabled persons are not to be discriminated against because of their physical  
 disabilities.



1           36. Plaintiff is a disabled person and/or has a disability as defined by § 12926 of the  
2 California Government Code.

3           37. California Civil Code § 51(b) provides, in pertinent part:

4                   (b)All persons within the jurisdiction of this state are free and equal, and  
5 no matter what their sex, race, color, religion, ancestry, national origin,  
6 disability, or medical condition are entitled to the full and equal  
7 accommodations, advantages, facilities, privileges, or services in all  
8 business establishments of every kind whatsoever

9           38. Section 51(f) of the California Civil Code states that a violation of the ADA also  
10 constitutes a violation of California Civil Code § 51.

11           39. Section 52(a) of the California Civil Code provides as follows:

12                   (a) Whoever denies, aids or incites a denial, or makes any  
13 discrimination or distinction contrary to Section 51, 51.5, or 51.6, is liable  
14 for each and every offense for the actual damages, and any amount that  
15 may be determined by a jury, or a court sitting without a jury, up to a  
16 maximum of three times the amount of actual damage but in no case less  
17 than four thousand dollars (\$4,000), and any attorney's fees that may be  
18 determined by the court in addition thereto, suffered by any person denied  
19 the rights provided in Sections 51, 51.5, or 51.6.

20           40. The failure of Defendants to adopt and modify policies, practices and procedures  
21 or provide aids and services to Plaintiff are violations of Plaintiff's rights under the ADA  
22 (triggering a violation of § 51(f)).

23           41. Parties who, like Defendants, own and/or operate places of public accommodation  
24 that provide financial services to the general public are familiar with the requirements to adopt,  
25 create, modify and maintain policies, practices and procedures and/or provide auxiliary aids and  
26 services so that people with disabilities have equal access to the services they provide.  
27 Defendants failed to adopt or modify policies, practices and procedures and/or provide auxiliary  
28 aids and services to provide Plaintiff and persons similarly situated access to their services. The  
conduct, here, is particularly offensive because of Plaintiff's repeated attempts to gain the  
cooperation of the Defendants without resort to litigation.

WHEREFORE, Plaintiff prays for damages and relief as hereinafter stated.

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

**DEMAND FOR JURY**

Plaintiff hereby demands a jury for all claims for which a jury is permitted.

**PRAYER FOR RELIEF**

A. For general and special damages pursuant to California Civil Code §§ 52, 54.3, 3281 and 3333, and/or under common law;

B. For a trebling of actual damages, but in no event less than \$4,000 in damages pursuant to California Civil Code § 52, for each and every violation of California Civil Code § 51;

C. In the alternative, to the damages pursuant to California Civil Code § 52 in Paragraph B above, for a trebling of actual damages, but in no event less than \$1,000 in damages, pursuant to California Civil Code § 54.3 for each and every violation of California Civil Code § 54.1 and/or California Civil Code § 54;

D. For injunctive relief pursuant to 42 U.S.C. §12188(a)(2) and § 52 of the California Civil Code. Plaintiff requests that this Court enjoin Defendants from continuing to do business at The Bank or any other location prior to adopting policies, practices and procedures to accommodate Plaintiff and / or obtaining auxiliary aids and services that comply with the ADA and California laws or in the alternative, that this Court issue a mandatory injunction requiring Defendants to immediately make the services offered at the Bank and their other branches fully accessible to Plaintiff and others similarly situated, including the adoption of policies practices and procedures and/or acquisition of auxiliary aids and services to ensure that Plaintiff and other persons similarly situated can make use of all financial services available to the general public. Plaintiff seeks a paid monitor to assure Defendants' compliance with all of the above. Plaintiff does not request any injunctive relief pursuant to §55 of the California Civil Code or § 19953 of the California Health & Safety Code;

E. For attorneys' fees and costs pursuant to 42 U.S.C. §12188(a), California Civil Code §52; California Civil Code §54.3, California Code of Civil Procedure §1021.5; and

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

F. For such other further relief as the Court deems proper.

Dated: April 24, 2024

WADE LAW GROUP, APC

By                   /s/ Steven L. Derby                    
Steven L. Derby  
Attorneys for Plaintiff  
Fred J. Repucci