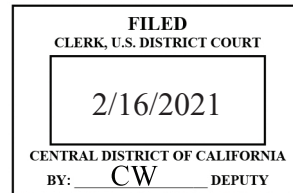


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**UNITED STATES DISTRICT COURT**  
**CENTRAL DISTRICT OF CALIFORNIA - SOUTHERN DIVISION**

**RAFAEL ARROYO,**

**Plaintiff,**

**v.**

**JWMFE ANAHEIM, LLC and DOES  
1-10,**

**Defendants.**

**Case No.: SACV 21-00014-CJC (KESx)**

**ORDER GRANTING DEFENDANT’S  
MOTION TO DISMISS [Dkt. 10] AND  
DISMISSING THE COMPLAINT  
WITH PREJUDICE**

**I. INTRODUCTION**

Plaintiff Rafael Arroyo filed this action against Defendant JWMFE Anaheim, LLC in Orange County Superior Court, asserting claims arising under the Americans with Disabilities Act (“ADA”) and California’s Unruh Civil Rights Act (“Unruh Act”). (Dkt. 1 at 8–15 [Complaint, hereinafter “Compl.”].) On January 4, 2021, Defendant removed to this Court. (Dkt. 1 at 1–4 [Notice of Removal].) Before the Court is

1 Defendant’s motion to dismiss the Complaint. (Dkt. 10-1 [hereinafter “Mot.”].) For the  
2 following reasons, Defendant’s motion is **GRANTED**, and Plaintiff’s Complaint is  
3 **DISMISSED WITH PREJUDICE**.<sup>1</sup>

## 4 5 **II. BACKGROUND**

6  
7 Plaintiff is a paraplegic and uses a wheelchair for mobility. (Compl. ¶ 1.)  
8 Defendant owns and operates the Fairfield by Marriott Anaheim Resort (“the Fairfield”),  
9 a hotel in Anaheim California. (*Id.* ¶ 2.) Plaintiff planned to travel to Anaheim in  
10 September 2020 and chose to stay at the Fairfield. (*Id.* ¶¶ 12–13.) Because of his  
11 disabilities, Plaintiff requires an accessible guestroom with certain features, “including  
12 accessible sinks, accessible tubs or showers and accessible toilets.” (*Id.* ¶¶ 14.) Plaintiff  
13 went to reserve a room at the Fairfield on Expedia.com (“Expedia”), a third-party  
14 booking website. (*Id.* ¶ 15.) Plaintiff found that the information provided on Expedia  
15 about the accessibility of the rooms—describing features as “Accessible bathroom,” “In-  
16 room accessibility,” “Grab bar near toilet,” “Wheelchair accessible (may have  
17 limitations),” “Accessible bathroom,” “Wheelchair accessible parking,” and “If you have  
18 requests for specific accessibility needs, please contact the property using the information  
19 on the reservation confirmation received after booking”—was too “vague and  
20 conclusory.” (*Id.* ¶ 16.)

21  
22 Because of this lack of detail, Plaintiff asserts claims under the ADA and Unruh  
23 Act. (*Id.* ¶¶ 17, 20–27.) Specifically, Plaintiff contends that Defendant violates the  
24 ADA’s “Reservation Rule” which requires that reservation systems, in relevant part,  
25 “[i]dentify and describe accessible features in the hotels and guest rooms offered through  
26

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27  
28 <sup>1</sup> Having read and considered the papers presented by the parties, the Court finds this matter appropriate  
for disposition without a hearing. *See* Fed. R. Civ. P. 78; Local Rule 7-15. Accordingly, the hearing set  
for February 22, 2021, at 1:30 p.m. is hereby vacated and off calendar.

1 its reservations service in enough detail to reasonably permit individuals with disabilities  
2 to assess independently whether a given hotel or guest room meets his or her accessibility  
3 needs.” (*Id.* ¶¶ 22–23 [citing 28 C.F.R. § 36.302(e)(ii)].)  
4

### 5 **III. LEGAL STANDARD**

6

7 A motion to dismiss under Federal Rule of Civil Procedure 12(b)(6) tests the legal  
8 sufficiency of the claims asserted in the complaint. The issue on a motion to dismiss for  
9 failure to state a claim is not whether the claimant will ultimately prevail, but whether the  
10 claimant is entitled to offer evidence to support the claims asserted. *Gilligan v. Jamco*  
11 *Dev. Corp.*, 108 F.3d 246, 249 (9th Cir. 1997). Rule 12(b)(6) is read in conjunction with  
12 Rule 8(a), which requires only a short and plain statement of the claim showing that the  
13 pleader is entitled to relief. Fed. R. Civ. P. 8(a)(2). When evaluating a Rule 12(b)(6)  
14 motion, the district court must accept all material allegations in the complaint as true and  
15 construe them in the light most favorable to the non-moving party. *Moyo v. Gomez*,  
16 32 F.3d 1382, 1384 (9th Cir. 1994).  
17

18 However, “the tenet that a court must accept as true all of the allegations contained  
19 in a complaint is inapplicable to legal conclusions.” *Ashcroft v. Iqbal*, 556 U.S. 662, 678  
20 (2009); *see also Bell Atl. Corp. v. Twombly*, 550 U.S. 544, 555 (2007) (stating that while  
21 a complaint attacked by a Rule 12(b)(6) motion to dismiss does not need detailed factual  
22 allegations, courts “are not bound to accept as true a legal conclusion couched as a factual  
23 allegation” (citations and quotes omitted)). Dismissal of a complaint for failure to state a  
24 claim is not proper where a plaintiff has alleged “enough facts to state a claim to relief  
25 that is plausible on its face.” *Twombly*, 550 U.S. at 570.  
26

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1 **IV. ANALYSIS**

2  
3 Defendant argues that it cannot be held liable for accessibility information on  
4 Expedia, because Defendant does not control the content of the third-party reservations  
5 website. (Mot. at 6–8.) The Court agrees.

6  
7 According to Department of Justice Guidance on § 36.302(e):

8  
9 Hotels and other places of lodging that use third-party reservations  
10 services must make reasonable efforts to make accessible rooms  
11 available through at least some of these services and must provide  
12 these third-party services with information concerning the accessible  
13 features of the hotel and the accessible rooms. To the extent a hotel or  
14 other place of lodging makes available such rooms and information to  
15 a third-party reservation provider, but the third party fails to provide  
16 the information or rooms to people with disabilities in accordance  
17 with this section, the hotel or other place of lodging will not be  
18 responsible.

19 Department of Justice (“DOJ”), *Americans with Disabilities Act Title III Regulations:*  
20 *Part 36 Nondiscrimination on the Basis of Disability by Public Accommodations and in*  
21 *Commercial Facilities* (Jan. 17, 2017).<sup>2</sup> Here, Plaintiff’s Complaint is wholly based on  
22 information on Expedia’s website, not Defendant’s. Nothing in Plaintiff’s Complaint  
23 suggests that the alleged deficiencies on Expedia’s website was due to Defendant’s  
24 failure to make information available to Expedia.

25 Not only that, but Expedia’s and Defendant’s websites *do* satisfy the ADA’s  
26 Guidelines on providing accessibility information for hotels.<sup>3</sup> A website need not list its

27 <sup>2</sup> Available at [https://www.ada.gov/regs2010/titleIII\\_2010/titleIII\\_2010\\_regulations.htm](https://www.ada.gov/regs2010/titleIII_2010/titleIII_2010_regulations.htm).

28 <sup>3</sup> The Court takes judicial notice of screenshots of Expedia’s and Defendant’s websites, (Dkt. 10-2 Exs. 1 [hereinafter “Expedia Website”], 2 [hereinafter “D’s Website”]), as “document[s] whose contents are alleged in the complaint” and on which the complaint “necessarily relies.” *See Spy Optic, Inc. v.*

1 compliance or non-compliance with every ADAAG provision to satisfy 28 C.F.R. §  
2 36.302(e)(ii). Rather, the DOJ Guidance provides:

3  
4 The Department recognizes that a reservations system is not intended to be  
5 an accessibility survey. . . . For hotels that were built in compliance with the  
6 1991 Standards, it may be sufficient to specify that the hotel is accessible  
7 and, for each accessible room, to describe the general type of room (e.g.,  
8 deluxe executive suite), the size and number of beds (e.g., two queen beds),  
9 the type of accessible bathing facility (e.g., roll-in shower), and  
10 communications features available in the room (e.g., alarms and visual  
11 notification devices). . . . For older hotels with limited accessibility features,  
12 information about the hotel should include, at a minimum, information about  
13 accessible entrances to the hotel, the path of travel to guest check-in and  
14 other essential services, and the accessible route to the accessible room or  
15 rooms.

16  
17 28 C.F.R. pt. 36 app. A (2010). Further, the Guidance acknowledges that “individuals  
18 with disabilities may wish to contact the hotel or reservations service for more detailed  
19 information.” *Id.*

20 Both Expedia’s and Defendant’s websites provide the accessibility information  
21 required to satisfy the ADA. Expedia identifies all of the major common areas as  
22 wheelchair-accessible (e.g., the business center, concierge desk, elevators, fitness center,  
23 restaurant, parking, registration desk, pool). (Expedia’s Website.) It indicates that the  
24 routes of travel to areas of the hotel and accessible guestrooms are accessible. (*Id.*) It  
25 specifies that guestrooms are accessible and provides details on types of accessibility  
26 features, including a “grab bar near toilet,” a “low-height counter and sink,” and a “raised  
27 toilet seat.” (*Id.*) It also directs customers to contact the hotel directly for additional  
28 information on accessibility features. (*Id.*) Defendant’s website provides similar  
information in even more detail, listing the following “Guest Room Accessibility”

*Alibaba.com, Inc.*, 163 F. Supp 3d 755, 763 (C.D. Cal. 2015) (taking judicial notice of screenshots of the defendant’s website).

1 features: accessible guest rooms with 32-inch wide doorways, accessible route from  
2 public entrance to accessible guest rooms, alarm clock telephone ringers, bathroom grab  
3 bars, bathtub grab bars, bathtub seat, lowered deadbolt locks, lowered door night guards,  
4 doors with level handles, lowered electrical outlets, flashing door knockers, hearing  
5 accessible rooms and kits, roll-in showers, adjustable shower wands, “TTY/TTD  
6 available,” TVs with closed-captioning, toilet seats at wheelchair height, transfer  
7 showers, accessible vanities, and lowered viewports. (D’s Website.) Defendant’s  
8 website also notes that “[f]or more information about the physical features of our  
9 accessible rooms, common areas, or special services relating to a specific disability,  
10 please call +1 714-772-6777.” (*Id.*). This information more than satisfies Defendant’s  
11 obligation under § 36.302(e)(ii). Accordingly, Defendant’s motion to dismiss is  
12 **GRANTED.**

13  
14 In response to Defendant’s motion to dismiss, Plaintiff filed a notice of “qualified”  
15 non-opposition. Plaintiff concedes that the Complaint “is subject to legitimate criticism  
16 and may not be sufficiently pled,” and requests leave to amend his Complaint. (Dkt. 15.)  
17 However, Plaintiff’s cursory, three-paragraph notice does not specify what facts or legal  
18 analysis it intends to amend, nor can the Court contemplate how Plaintiff could cure the  
19 deficiencies in his Complaint when the undisputed information on Expedia’s and  
20 Defendant’s websites more than satisfy the ADA’s requirements. Because amendment  
21 would be futile, Plaintiff’s Complaint is **DISMISSED WITH PREJUDICE**. *See Levine*  
22 *v. Safeguard Health Enters., Inc.*, 32 F. App’x 276, 278 (9th Cir. 2002).

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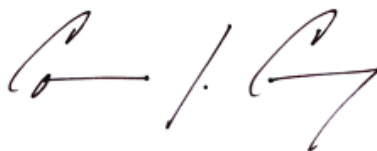
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1 **V. CONCLUSION**

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3 For the foregoing reasons, Defendant's motion to dismiss is **GRANTED** and  
4 Plaintiff's Complaint is **DISMISSED WITH PREJUDICE**.

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6 DATED: February 16, 2021



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HON. CORMAC J. CARNEY

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10 UNITED STATES DISTRICT JUDGE  
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