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Superior Court
of the District of Columbia

SUPERIOR COURT OF THE DISTRICT OF COLUMBIA
CIVIL DIVISION

EQUAL RIGHTS CENTER
820 First Street NE, Suite LL160
Washington, D.C. 20002,

Plaintiff,

v.

MEDSTAR HEALTH, INC.
10980 Grantchester Way
Columbia, MD 21044,

Defendant.

Case No. 2026-CAB-008291

COMPLAINT

The availability of accessible health care is of critical importance to the disability community in the District of Columbia. The provision of medical services online, or "telehealth," offers patients a way to see medical providers without the burden of traveling to an office. For Deaf and hard of hearing individuals, however, a telehealth visit is only as accessible as the platform on which it takes place. For example, a Deaf patient whose primary language is American Sign Language ("ASL") cannot meaningfully participate in a video visit conducted in spoken English unless a qualified ASL interpreter can join the visit. Likewise, a patient who is hard of hearing and does not use ASL requires accurate real-time captions to follow such a video visit.

Defendant MedStar Health, Inc. ("MedStar") is a healthcare provider that offers in-person and telehealth services to patients through which consumers in the District purchase virtual medical visits. MedStar's telehealth platform does not offer live captioning. When a tester for the Equal Rights Center ("ERC") asked whether MedStar could provide live captioning for a hard of hearing consumer in the District who wished to book a virtual primary care visit, MedStar

representatives told the tester that the virtual platform MedStar uses for telehealth visits does not offer live captioning. The only alternative MedStar offered for a telehealth visit was an ASL interpreter, which the patient could not use because they do not communicate in ASL and which did not therefore provide effective communication.

MedStar's failure to provide captioning on its telehealth platform denies deaf and hard of hearing consumers who do not communicate in ASL the full and equal enjoyment of MedStar's services, in violation of the D.C. Human Rights Act ("DCHRA"), D.C. Code §§ 2-1401.01 *et seq.* Because MedStar engages in this discrimination in the course of offering and selling consumer services, its conduct is an unlawful trade practice under the D.C. Consumer Protection Procedures Act ("DCCPPA"), D.C. Code §§ 28-3901 *et seq.* MedStar's website compounds that violation by misleadingly advertising under the heading "Digital Accessibility," that "MedStar Health is dedicated to ensuring our digital content is accessible to everyone" and that patients have a right "[t]o have access to programs and activities provided through electronic and information technology and physical access to new or altered areas of this facility," in further violation of the DCCPPA, D.C. Code § 28-3904. The ERC brings this action on behalf of the interests of Deaf and hard of hearing consumers who do not communicate in ASL in the District to end these practices.

NATURE OF THIS ACTION

1. This is a civil rights and consumer protection action under the DCCPPA, D.C. Code §§ 28-3901 *et seq.*, for declaratory, injunctive, and monetary relief.

2. MedStar owns and operates a telehealth website and mobile application called MedStar eVisit (together, the "MedStar Platform") through which it markets, offers, sells, and delivers virtual medical visits to consumers, including consumers located in the District of Columbia ("D.C." or "the District").

3. MedStar has engaged in unlawful disability discrimination in violation of the DCHRA, D.C. Code § 2-1402.31(a)(1), by maintaining a policy and practice of delivering its telehealth services through a platform that cannot accommodate real-time captioning, thereby denying deaf and hard of hearing consumers who do not communicate in ASL the full and equal enjoyment of MedStar's goods, services, facilities, privileges, advantages, and accommodations.

4. By violating the DCHRA in the context of a consumer transaction, MedStar has violated the DCCPPA. *Dist. Cablevision Ltd. P'ship v. Bassin*, 828 A.2d 714, 723 (D.C. 2003); *District of Columbia v. Evolve, LLC*, No. 2018 CA 008262 B, 2020 D.C. Super. LEXIS 6, at *12 (D.C. Super. Ct. Feb. 25, 2020); *Equal Rights Ctr. v. Meta Platforms, Inc.*, No. 2025 CAB 000814 (D.C. Super. Ct. July 24, 2025).

5. MedStar further violates the DCCPPA by falsely and misleadingly advertising that it is dedicated to ensuring its digital content is accessible to everyone and that its patients can access its programs and activities provided through electronic and information technology. D.C. Code § 28-3904(a).

6. Accordingly, the ERC brings this action pursuant to D.C. Code § 28-3905(k)(1)(D) on behalf of the interests of a class of consumers, namely deaf and hard of hearing consumers in the District who do not communicate in ASL, who seek, or would seek, to purchase telehealth services through the MedStar Platform.

PARTIES

7. Plaintiff Equal Rights Center is a national non-profit civil rights membership corporation organized under the laws of the District of Columbia. Its principal place of business is 820 First Street NE, Suite LL160, Washington, D.C. 20002. The ERC's mission is to advance equal access, opportunity, and fair treatment so individuals and communities can thrive. The ERC

carries out that mission by providing guidance and information on civil rights to the community; counseling and assisting individuals who believe they have experienced discrimination, including in requesting reasonable accommodations; conducting civil rights testing to identify discrimination; educating consumers and businesses about their rights and obligations; and, when necessary, taking enforcement action.

8. The ERC is a "nonprofit organization" and a "public interest organization" within the meaning of D.C. Code § 28-3901(a)(14) and (a)(15). The ERC is not organized or operated, in whole or in significant part, for profit, and it is organized and operating, in whole or in part, for the purpose of promoting the interests and rights of consumers, including consumers with disabilities seeking equal access to goods and services offered in the District.

9. Defendant MedStar Health, Inc. is a Maryland not-for-profit corporation with its principal place of business at 10980 Grantchester Way in Columbia, MD 21044. MedStar owns and operates the MedStar Platform, including the website located at www.medstarhealth.org and the MedStar eVisit mobile application, through which it markets and sells telehealth visits and other health care services to consumers in Maryland, Virginia, and the District.

JURISDICTION AND VENUE

10. This Court has subject matter jurisdiction over this action pursuant to D.C. Code § 11-921 and D.C. Code § 28-3905(k)(1).

11. This Court has personal jurisdiction over MedStar pursuant to D.C. Code § 13-423 because MedStar transacts business in the District and contracts to supply services in the District, including by marketing, offering, and selling telehealth visits to consumers located in the District through the MedStar Platform. The discriminatory conduct at issue in this action arises out of these

business activities, including MedStar's communication refusing an accommodation to a consumer seeking care in the District.

FACTUAL AND LEGAL BACKGROUND

A. The DCHRA Prohibits Disability Discrimination by Places of Public Accommodation, Including Online Service Providers.

12. The DCHRA was enacted "to secure an end in the District of Columbia to discrimination for any reason other than that of individual merit," including discrimination based on disability. D.C. Code § 2-1401.01.

13. The DCHRA makes it an unlawful discriminatory practice "to deny, directly or indirectly, any person the full and equal enjoyment of the goods, services, facilities, privileges, advantages, and accommodations of any place of public accommodations," wholly or partially for a discriminatory reason based on, among other characteristics, disability. D.C. Code § 2-1402.31(a)(1).

14. The DCHRA defines a "place of public accommodation" to include "any person or place that provides, to a person in the District, access to an accommodation, service, or good . . . such as . . . clinics [and] hospitals." D.C. Code § 2-1401.02(24). That definition reaches businesses that provide services to persons in the District remotely, including through a website or mobile application, regardless of whether the business maintains a physical location in the District. *See id.*

15. The DCHRA defines "disability" as "a physical or mental impairment that substantially limits one or more of the major life activities of an individual having a record of such an impairment or being regarded as having such an impairment." D.C. Code § 2-1401.02(5A). Deafness and hearing loss substantially limit the major life activity of hearing and, for many individuals, of communicating through spoken language.

16. The DCHRA also prohibits practices that have a discriminatory effect: "[a]ny practice which has the effect or consequence of violating any of the provisions of this chapter shall be deemed to be an unlawful discriminatory practice." D.C. Code § 2-1402.68.

17. In construing the DCHRA's disability provisions, courts look for guidance to the federal Americans with Disabilities Act ("ADA"), 42 U.S.C. §§ 12101 *et seq.*, and its implementing regulations. See, *e.g.*, *Grant v. May Dep't Stores Co.*, 786 A.2d 580, 583-84 (D.C. 2001). The DCHRA is a remedial statute that is to be generously construed, and it may afford broader protection than its federal counterparts.

18. Under Title III of the ADA, a public accommodation must "furnish appropriate auxiliary aids and services where necessary to ensure effective communication with individuals with disabilities." 28 C.F.R. § 36.303(c)(1). "Auxiliary aids and services" expressly include "[q]ualified interpreters on-site or through video remote interpreting (VRI) services" and "real-time computer-aided transcription services." *Id.* § 36.303(b)(1). A public accommodation may not require an individual with a disability to bring another individual to interpret for him or her, *id.* § 36.303(c)(2), nor may it impose a surcharge on an individual with a disability to cover the cost of auxiliary aids, *id.* § 36.301(c).

19. Federal regulations implementing Section 1557 of the Patient Protection and Affordable Care Act likewise require covered health programs to provide appropriate auxiliary aids and services, including qualified interpreters, to individuals with disabilities, *see* 45 C.F.R. § 92.202, and expressly prohibit disability discrimination "in delivery of its health programs and activities through telehealth services," 45 C.F.R. § 92.211.

20. In July 2022, the U.S. Department of Health and Human Services Office for Civil Rights and the U.S. Department of Justice Civil Rights Division issued joint guidance explaining

that health care providers who deliver care through telehealth must ensure effective communication with patients with disabilities, such as by ensuring that their telehealth platform allows a sign language interpreter to join a session or that the platform can support effective real-time captioning. U.S. Dep't of Health & Human Servs. & U.S. Dep't of Justice, *Guidance on Nondiscrimination in Telehealth: Federal Protections to Ensure Accessibility to People with Disabilities and Limited English Proficient Persons* (July 2022).

21. These authorities reflect a settled principle: a provider of health care services denies a Deaf or hard of hearing patient full and equal enjoyment of its services when it fails to provide the means by which that patient can communicate with the provider as effectively as a hearing patient.

B. Effective Communication Is Essential to Health Care for Deaf and Hard of Hearing Consumers.

22. While some deaf and hard of hearing individuals use sign language as their primary language, many do not. Many deaf and hard of hearing people communicate through other methods, including hearing aids, cochlear implants, lip-reading, and live captioning.

23. Medical visits require the exchange of precise and often complex information, including a patient's symptoms, medical history, medications, and family history, and a provider's diagnosis, treatment recommendations, prescription instructions, and follow-up care. Informed consent depends on the patient understanding that information.

24. For a deaf or hard of hearing person who does not communicate in ASL and relies on captioning, lip-reading, written or typed notes, and gestures are not adequate substitutes for real-time captioning in a medical encounter. In a video visit, these methods are even less effective: lip-reading over video is unreliable, and an exchange of typed notes is slow, incomplete, and impractical in a time-limited appointment.

25. Video conferencing platforms that offer live captioning are widely available. For example, commercial versions of Zoom offer live captioning. Enabling live captioning, in a manner that complies with the Health Insurance Portability and Accountability Act ("HIPAA"), is a readily available and reasonable accommodation for a telehealth provider.

C. MedStar Offers and Sells Telehealth Services to Consumers in the District.

26. MedStar is a health care provider. Through the MedStar Platform, consumers search for, book, and pay for appointments with health care providers, including virtual video visits for primary care, urgent care, and other services.

27. MedStar sells telehealth visits to consumers in the ordinary course of its business, including at a self-pay rate of $79 per visit and by billing consumers' health insurers.[1] The claims in this action arise from MedStar's sale of those consumer services and its representations about them; they concern consumers' access to a service MedStar sells, not the quality of any medical care or any claim of medical malpractice. *See* D.C. Code § 28-3905(k)(5).

28. MedStar's telehealth services are available in Maryland, Virginia, and Washington, D.C. MedStar markets, offers, and sells telehealth visits to consumers located in the District, and providers licensed to practice in the District offer virtual visits to District consumers through the MedStar Platform.

29. Upon information and belief, MedStar controls the technology through which telehealth visits booked on the MedStar Platform are delivered. Video visits take place through MedStar's own application, which consumers must download in order to attend a video visit. The

[1] MedStar eVisit – Telehealth, *available at* https://www.medstarhealth.org/services/medstar-evisit-telehealth (last visited Nov. 4, 2026).

video technology MedStar uses is Zoom. MedStar determines the features of Zoom, including whether it offers captioning during telehealth appointments.

30. MedStar's telehealth visits and related services are "goods and services" and "consumer goods or services" within the meaning of the DCCPPA, as they are part of the "economic output of society." D.C. Code § 28-3901(a)(7). Indeed, the MedStar Platform advertises that its telehealth services are "accessible to everyone."[2]

31. MedStar is a "merchant" within the meaning of the DCCPPA as it sells goods and services to consumers. D.C. Code § 28-3901(a)(3).

32. MedStar is a "place of public accommodation" within the meaning of the DCHRA because it is a "person or place" that "provides, to a person in the District, access to an accommodation, service, or good," regardless of whether that person or place maintains a physical location in the District. D.C. Code § 2-1401.02(21), (24).

D. The ERC's Investigation and Testing of MedStar.

33. The ERC's mission is to advance equal access, opportunity, and fair treatment so individuals and communities can thrive, including by addressing discrimination in access to health care.

34. As part of that mission, the ERC conducts civil rights testing to determine whether health care providers in the District, including telehealth providers, provide auxiliary aids and services to Deaf and hard of hearing patients. Civil rights testing is a well-established method of identifying discrimination in which a trained tester poses as a consumer and records the response of the business being tested.

[2] Digital Accessibility, *available at* https://www.medstarhealth.org/digital-accessibility (last visited Nov. 3, 2026).

35. As a result of its community outreach and testing activities, the ERC became concerned that telehealth providers offering services to District consumers were failing to provide ASL interpreters and captioning for Deaf and hard of hearing patients.

36. On October 16, 2026, at 12:27 p.m., an ERC tester, presenting as a District resident seeking care for her father, called the MedStar Navy Yard facility at (240) 788-2758. The tester explained that her father had just moved in with her in the District and was looking for a primary care physician. The MedStar representative told the tester that the Navy Yard facility was not accepting new patients at the time but that virtual visits with a nurse practitioner were available.

37. The tester disclosed that her father suffered severe hearing loss from a motorcycle accident in his forties. The tester disclosed that her father does not know sign language and that while her father can speak and wears hearing aids, he relies on captions to follow conversations in medical appointments.

38. The tester explained that her father's last primary care provider had a device for in-office visits that was HIPAA-compliant and provided live captioning and asked if similar auxiliary aids are provided by MedStar.

39. The representative said she did not know if such a device was available at MedStar properties for in-office visits.

40. The tester then asked if the MedStar Platform provides live captioning for telehealth visits, and the MedStar representative said that it does not.

41. The representative directed the tester to call the front desk at the Alexandria, Virginia MedStar location to see if an in-office captioning device was available since that office had open primary care appointments and provided the number (703) 845-2812.

42. The tester then called the Alexandria MedStar office at (703) 845-2812 at 12:45 p.m. on October 16, 2026, again presenting as a District resident seeking care for her father, as explained above, and asked whether the Alexandria MedStar office has a captioning device for use during in-office visits.

43. The MedStar representative who answered the phone told the tester that there is no such device available at the office. When the tester asked if there is a MedStar number to call to schedule an accommodation, the representative told the tester that she should "look around" for other providers outside of MedStar.

44. On October 16, 2026, at 12:56 p.m., the same ERC tester, again presenting as a District resident seeking care for her father as set forth above, called the MedStar Health Primary Care Office at Fox Hall at (202) 750-9094.

45. On the call, the tester explained that her father needs a live captioning device for in-person medical visits and asked if that was a possibility. The representative told the tester that that office does not have a device that provides live captioning during appointments.

46. On October 16, 2026, at 1:22 p.m., the same ERC tester, presenting as a District resident calling on behalf of her father, called the MedStar eVisit tech support number at (888) 850-4551.

47. The tester explained that her father was a patient at the MedStar Fox Hall office and had technical questions about using MedStar's telehealth platform.

48. The tester explained that her father is hard of hearing and would need captions during the virtual appointment and inquired if live captions are available on the eVisit platform.

49. The representative responded that sign language interpreters are available, and the tester explained that since her father lost his hearing late in life, he does not use sign language.

50. The representative then informed the tester that live captioning is not available for telehealth visits on the MedStar Platform. The representative explained that there is a back-up telehealth option but confirmed that that option also does not offer live captioning.

51. The representative then confirmed that telehealth is not an option for the tester's father and that he would need to attend in-person medical appointments.

E. MedStar's Policies and Practices Discriminate Against Deaf and Hard of Hearing Consumers.

52. MedStar maintains a policy and practice of delivering its telehealth services exclusively through a platform that does not provide real-time captioning.

53. As a result of that policy and practice, deaf and hard of hearing consumers who do not communicate in ASL and who rely on captioning cannot communicate with MedStar's providers as effectively as hearing consumers and therefore cannot fully and equally enjoy the telehealth services that MedStar offers and sells to the public.

54. MedStar's policy and practice effectively excludes deaf and hard of hearing consumers who do not communicate in ASL from its telehealth services altogether.

55. MedStar's policy and practice also has the unlawful effect of denying deaf and hard of hearing consumers who do not communicate in ASL the full and equal enjoyment of its services, in violation of D.C. Code §§ 2-1402.31(a)(1) & 2-1402.68.

56. MedStar knew or should have known of its obligations to provide effective communication to deaf and hard of hearing consumers. Federal agencies have issued guidance specifically addressing those obligations in the telehealth context.

57. MedStar's discriminatory policies and practices are ongoing. Upon information and belief, MedStar continues to offer and sell telehealth services to consumers in the District through a platform that does not provide live captioning.

58. In carrying out the actions described above, MedStar acted intentionally and willfully, and with callous and reckless disregard of the DCHRA and of the rights of deaf and hard of hearing consumers to equal access to health care.

F. MedStar Advertises that Its Telehealth Platform is Accessible to Everyone, yet Deaf and Hard of Hearing Consumers Who Need Live Captioning Cannot Use its Platform.

59. MedStar markets its telehealth services to the general public, including consumers in the District, through the MedStar Platform (its website and mobile application). MedStar represents, among other things, that consumers can book same-day care with board-certified providers, that video visits are available for primary care, urgent care, and other needs, and that it accepts most major health insurance plans and offers a self-pay rate of $79 per visit.[3]

60. In its "Digital Accessibility" section, MedStar states that "MedStar Health is dedicated to ensuring our digital content is accessible to everyone."[4]

61. MedStar markets that its website conforms to the Web Content Accessibility Guidelines ("WCAG") version 2.1 level AA criteria.[5] The WCAG criteria, which are linked on MedStar's website, require that "[c]aptions are provided for all live audio content in synchronized media."[6]

62. In its Patient Rights and Responsibilities section of the website, MedStar advertises that patients of MedStar have the right to "have access to programs and activities provided through electronic and information technology and physical access to new or altered areas of this facility."[7]

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[3] https://www.medstarhealth.org/services/medstar-evisit-telehealth MedStar eVisit – Telehealth, *available at* https://www.medstarhealth.org/services/medstar-evisit-telehealth (last visited Nov. 4, 2026).
[4] Digital Accessibility, *available at* https://www.medstarhealth.org/digital-accessibility (last visited Nov. 3, 2026).
[5] *Id.*
[6] Web Content Accessibility Guidelines (WCAG) 2.1, *available at* https://www.w3.org/TR/WCAG21/#captions-live (last visited Nov. 3, 2026).
[7] Patient Rights and Responsibilities, *available at* https://www.medstarhealth.org/patient-rights-and-responsibilities (last visited Nov. 3, 2026).

63. MedStar also advertises that it does not discriminate on the basis of disability, stating that it "[p]rovides reasonable modifications and free aids and services to people with disabilities to communicate effectively with us, such as[] [q]ualified sign language interpreters [and] [w]ritten information in other formats (large print, audio, accessible electronic formats, other formats)."[8]

64. These representations are false and misleading as to deaf and hard of hearing consumers. MedStar's services are not "accessible to everyone": its telehealth services are not available to deaf and hard of hearing consumers who need live captions to communicate with a provider, because MedStar refuses to provide captions. For those consumers, MedStar does not ensure its digital content and telehealth services are accessible, nor does it provide reasonable accommodations.

65. MedStar presents its services as available to all consumers, including deaf and hard of hearing consumers, without disclosing that its telehealth platform does not provide captioning. Upon information and belief, nothing on MedStar's website, in its booking capabilities, in its frequently asked questions, or in its terms of service discloses that the MedStar Platform does not offer captioning.

66. Whether a deaf or hard of hearing consumer will be able to communicate with a provider during a telehealth visit is material to the consumer's ability to obtain the care they are seeking. A deaf or hard of hearing consumer, or a family member arranging care for one, would consider accessibility of the platform important in deciding whether to purchase a visit through MedStar. Without it, such a consumer may download the MedStar eVisit application, create an

[8] Notice of Nondiscrimination, *available at* https://www.medstarhealth.org/notice-of-nondiscrimination (last visited Nov. 3, 2026).

account, book and pay for a visit, and disclose personal health information before discovering that the visit cannot be conducted in a manner that allows effective communication.

67. MedStar knows this fact. Its own representatives confirmed that MedStar does not offer live captions on its telehealth platform.

G. Injury to Consumers.

68. MedStar's discriminatory policies and practices injure deaf and hard of hearing consumers in the District by denying them access to telehealth services on equal terms with hearing consumers; depriving them of a convenient and affordable means of obtaining health care, including when in-person care is not readily available; subjecting them to the stigma and indignity of discrimination; and deterring them from seeking care through the MedStar Platform.

69. As a direct and proximate result of MedStar's conduct, deaf and hard of hearing consumers have suffered injury.

70. MedStar's conduct was intentional, willful, and made in reckless disregard of the known rights of others.

COUNT I

(1) Unlawful Trade Practice and (2) Misrepresentations and Omissions in Violation of the D.C. Consumer Protection Procedures Act, D.C. Code §§ 28-3904, 28-3905(k) (Predicated on Violation of the D.C. Human Rights Act, D.C. Code § 2-1402.31)

71. The ERC re-alleges and incorporates by reference the allegations set forth above.

72. There are multiple ways one can violate the DCCPPA. MedStar violated the law in at least the following ways.

73. The purposes of the DCCPPA include to "assure that a just mechanism exists to remedy all improper trade practices." D.C. Code § 28-3901(b)(1). The DCCPPA "shall be construed and applied liberally to promote its purpose." *Id.* § 28-3901(c).

74. Under the DCCPPA, it is a violation "for any merchant to engage in an unfair, deceptive, or abusive trade practice, whether or not any consumer is in fact misled, deceived, or damaged thereby." D.C. Code § 28-3904.

75. "Trade practices that violate other laws . . . fall within the purview of the [DCCPPA]." *Bassin*, 828 A.2d at 723. Specifically, a violation of the DCHRA in the context of a consumer transaction is a violation of the DCCPPA. *Evolve*, 2020 D.C. Super. LEXIS 6, at *12; *Equal Rights Ctr. v. Meta Platforms, Inc.*, No. 2025 CAB 000814 (D.C. Super. Ct. July 24, 2025) (holding that a "violation of a District of Columbia statute, including the DCHRA, in a merchant-consumer context may constitute a violation of the CPPA").

76. A "trade practice" under the DCCPPA "means any act which does or would create, alter, repair, furnish, make available, provide information about, or, directly or indirectly, solicit or offer for or effectuate, a sale, lease or transfer, of consumer goods or services." D.C. Code § 28-3901(a)(6).

77. The DCCPPA defines "goods and services" as "any and all parts of the economic output of society, at any stage or related or necessary point in the economic process, and includes consumer credit, franchises, business opportunities, real estate transactions, and *consumer services of all types*." D.C. Code § 28-3901(a)(7) (emphasis added). Telehealth visits that consumers purchase for their own health care, or for the health care of a family member, are consumer services.

78. MedStar is a "merchant" under the DCCPPA because it is a person, "organized or operating . . . for a nonprofit purpose, who in the ordinary course of business does or would sell, lease, supply, or transfer, directly or indirectly, consumer goods or services, and who in the

ordinary course of business does or would supply the goods or services that are the subject matter of a trade practice." D.C. Code § 28-3901(a)(3).

79. MedStar engages in trade practices within the meaning of the DCCPPA by, among other things, making available, providing information about, soliciting, offering, and effectuating the sale of telehealth visits to consumers in the District through the MedStar Platform, and by responding to consumer inquiries regarding those services, including the ERC tester's requests for an accommodation.

80. Under the DCCPPA, a "consumer" includes "a person who, other than for purposes of resale, does or would purchase, lease (as lessee), or receive consumer goods or services, . . . or does or would otherwise provide the economic demand for a trade practice." D.C. Code § 28-3901(a)(2)(A). When used as an adjective, "consumer" additionally describes anything that a "person does or would purchase, lease (as lessee), or receive and normally use for personal, household, or family purposes." *Id.* § 28-3901(a)(2)(B)(i).

81. Deaf and hard of hearing individuals in the District who do not communicate using ASL who do or would purchase or receive telehealth services through the MedStar Platform for personal, household, or family purposes, and family members who do or would purchase such services on their behalf, are "consumers" within the meaning of D.C. Code § 28-3901(a)(2), and MedStar's telehealth visits are "consumer" services within the meaning of D.C. Code § 28-3901(a)(2)(B)(i). Those consumers could bring an action under D.C. Code § 28-3905(k)(1)(A) seeking relief from MedStar's use of a trade practice in violation of a law of the District.

82. Under the DCCPPA, "a public interest organization may, on behalf of the interests of a consumer or a class of consumers, bring an action seeking relief from the use by any person of a trade practice in violation of a law of the District if the consumer or class could bring an action

under subparagraph (A) of this paragraph for relief from such use by such person of such trade practice." D.C. Code § 28-3905(k)(1)(D)(i).

83. The ERC brings this claim on behalf of the interests of a consumer or a class of consumers, namely deaf and hard of hearing consumers in the District who do not communicate in ASL who seek, or would seek, to purchase telehealth services through the MedStar Platform.

84. Through the acts and omissions described above, MedStar has violated, and continues to violate, the DCHRA by:

a. denying, directly or indirectly, deaf and hard of hearing persons who do not communicate in ASL the full and equal enjoyment of the goods, services, facilities, privileges, advantages, and accommodations of a place of public accommodation, wholly or partially based on disability, in violation of D.C. Code § 2-1402.31(a)(1);

b. failing to provide real-time captioning or other auxiliary aids and services necessary to ensure effective communication with deaf and hard of hearing consumers who do not communicate in ASL, and failing to make reasonable modifications to its policies, practices, and platform to enable such communication, in violation of D.C. Code § 2-1402.31(a)(1); and

c. maintaining policies and practices that have the effect or consequence of excluding deaf and hard of hearing persons who do not communicate in ASL from the full and equal enjoyment of its services, in violation of D.C. Code § 2-1402.68.

85. MedStar's violations of the DCHRA occur in the course of, and are inseparable from, its offer and sale of consumer services, and therefore constitute unlawful trade practices in violation of the DCCPPA, D.C. Code § 28-3904.

86. MedStar's violations are continuing and ongoing and will continue unless enjoined by this Court.

87. MedStar's conduct was intentional, willful, and made in reckless disregard of the known rights of others.

88. Additionally, the DCCPPA provides that it is an unlawful trade practice for any person to, among other things, "represent that goods or services have a source, sponsorship, approval, certification, accessories, characteristics, ingredients, uses, benefits, or quantities that they do not have," D.C. Code § 28-3904(a)(1); "represent that goods or services are of particular standard, quality, grade, style, or model, if in fact they are of another," *id.* § 28-3904(a)(4); "misrepresent as to a material fact which has a tendency to mislead," *id.* § 28-3904(a)(5); "fail to state a material fact if such failure tends to mislead," *id.* § 28-3904(a)(7); and "[u]se innuendo or ambiguity as to a material fact, which has a tendency to mislead," *id.* § 28-3904(a)(8).

89. A violation of § 28-3904 occurs "whether or not any consumer is in fact misled, deceived, or damaged thereby." D.C. Code § 28-3904.

90. MedStar is a merchant engaged in trade practices involving consumer goods and services, as alleged above, and the consumers on whose behalf the ERC brings this action are consumers within the meaning of D.C. Code § 28-3901(a)(2).

91. By denying deaf and hard of hearing consumers who do not communicate in ASL access to its telehealth services while advertising that its digital content is "accessible to everyone," and that MedStar complies with the Web Content Accessibility Guidelines when it does not, MedStar affirmatively misrepresents the nature, characteristics, and availability of its services.

92. MedStar's representations that its platform is "accessible to everyone" represent that its services have characteristics and benefits, namely availability and accessibility to all

consumers, including consumers with disabilities, that they do not have, in violation of D.C. Code § 28-3904(a).

93. MedStar's statements that it does not discriminate on the basis of disability and that it provides reasonable modifications to people with disabilities including "large print, audio, accessible electronic formats, other formats" represents that its services have characteristics and benefits, namely availability and accessibility to all consumers, including consumers with disabilities, that they do not have, in violation of D.C. Code § 28-3904(a).

94. Those representations also misrepresent a material fact, namely whether Deaf and hard of hearing consumers can use the MedStar Platform, in a manner that has a tendency to mislead, in violation of D.C. Code § 28-3904(a). Whether a service is accessible to a consumer with a disability is material to that consumer's decision to purchase it, and a deaf or hard of hearing consumer who does not communicate in ASL, or a family member arranging care for one, would reasonably rely on MedStar's representations that Deaf and Hard of Hearing consumers can use its telehealth platform.

95. In addition, and independently, by marketing and offering its telehealth video visits to consumers in Maryland, Virginia, and the District without qualification, MedStar represents that its services have characteristics, uses, and benefits, namely, a video visit through which the patient can communicate with a provider, which is not true for deaf and hard of hearing consumers who do not communicate in ASL.

96. By the same conduct, MedStar represents that its telehealth services are of a particular standard and quality, namely, care from board-certified providers available to any consumer who books a visit, when in fact, for deaf and hard of hearing consumers who do not

communicate in ASL, the services are of another standard and quality because those consumers cannot effectively communicate with the provider, in violation of D.C. Code § 28-3904(a).

97. MedStar's representations concerning the availability and nature of its telehealth services misrepresent material facts in a manner that has a tendency to mislead deaf and hard of hearing consumers who do not communicate in ASL, in violation of D.C. Code § 28-3904(a).

98. MedStar fails to state the material fact that the MedStar Platform does not provide captioning. That failure tends to mislead deaf and hard of hearing consumers who do not communicate in ASL, and family members arranging care on their behalf, into believing that they can obtain effective telehealth care through MedStar, in violation of D.C. Code § 28-3904(a).

99. A reasonable person would expect that a business offering health care services to the public conducts itself lawfully and makes statements that comport with disability laws.

100. The ERC brings this claim pursuant to D.C. Code § 28-3905(k)(1)(D) on behalf of the interests of deaf and hard of hearing consumers in the District who do not communicate in ASL who seek, or would seek, to purchase telehealth services through the MedStar Platform, for the reasons alleged above.

101. MedStar's misrepresentations and omissions are continuing and ongoing and will continue unless enjoined by this Court.

102. MedStar's conduct was intentional, willful, and made in reckless disregard of the known rights of others.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff respectfully requests that this Court enter judgment in its favor and grant relief against Defendant, as follows:

a) Enter judgment declaring that MedStar's acts, policies, and practices of offering and delivering telehealth services through a platform that does not provide real-time captioning violate the DCCPPA, D.C. Code § 28-3904, and that MedStar's misrepresentations and omissions regarding its services violate the DCCPPA;

b) Enter permanent injunction ordering MedStar, its officers, directors, employees, agents, successors, assigns, and all other persons in active concert or participation with any of them, to:

   i. provide accurate real-time captioning for telehealth video visits and in-person office visits;

   ii. adopt, implement, and publicize a written effective communication policy, including a clear and accessible process for consumers to request auxiliary aids and services when booking a visit;

   iii. post notice on the MedStar Platform informing consumers of the availability of captioning and other auxiliary aids and services, and how to request them;

   iv. train its customer support personnel, and require the providers who offer services through the MedStar Platform to be trained, regarding the rights of Deaf and hard of hearing patients and the procedures for providing effective communication;

   v. participate in outreach and education efforts to promote disability rights; and

   vi. take affirmative steps to educate its personnel as to MedStar's obligations under the DCHRA and the DCCPPA;

c) Award appropriate damages, including but not limited to, punitive, treble, and statutory damages, in an amount to be determined at trial;

d) Award the ERC reasonable attorneys' fees and costs; and

e) Grant such further relief as the Court deems just and proper.

Dated: November 18, 2026

Respectfully submitted,

/s/ Matthew K. Handley

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