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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.

SESAME, INC.
d/b/a SESAME or SESAMECARE
200 Broadway, 3rd Floor
New York, NY 10038,

Defendant.

Case No. 2026-CAB-008294

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 Sesame, Inc., doing business as Sesame or SesameCare ("Sesame"), operates a direct-to-consumer telehealth marketplace through which consumers in the District purchase virtual medical visits. Sesame refuses to provide or arrange a qualified ASL interpreter for any of its telehealth visits, and it does not offer live captioning. When a tester for the Equal Rights Center ("ERC") asked whether Sesame could provide an ASL interpreter for a Deaf consumer in the

District who wished to book a virtual primary care visit, Sesame responded in writing that it "does not currently have a feature to loop a Video Remote Sign Language (VRI) interpreter into our telehealth appointments, nor does our app feature automated live captioning for video visits at this time." Sesame offered no alternative.

Sesame's failure to provide access to ASL interpreters and to captioning on its telehealth platform denies Deaf and hard of hearing consumers the full and equal enjoyment of Sesame's services, in violation of the D.C. Human Rights Act ("DCHRA"), D.C. Code §§ 2-1401.01 *et seq.* Because Sesame 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.* Sesame's website compounds that violation by advertising that it is "available to everyone" and that it makes "accessing quality care simpler and easier for everyone," under the heading "Accessibility," while denying its services to consumers who need an interpreter or captioning and failing to disclose that they cannot use them, 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 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. Sesame owns and operates a telehealth website and mobile application (together, the "Sesame 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. Sesame 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 qualified ASL interpreters or real-time captioning, thereby denying Deaf and hard of hearing consumers the full and equal enjoyment of Sesame's goods, services, facilities, privileges, advantages, and accommodations.

4. By violating the DCHRA in the context of a consumer transaction, Sesame 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. Sesame further violates the DCCPPA by advertising that it is "available to everyone" and that it makes "accessing quality care simpler and easier for everyone," under the heading "Accessibility," on its website, while denying its telehealth services to Deaf and hard of hearing consumers and failing to disclose the material fact that its platform cannot accommodate ASL interpreters or captioning, thereby misrepresenting the characteristics, benefits, and quality of its services to Deaf and hard of hearing consumers. 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 seek, or would seek, to purchase telehealth services through the Sesame 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 Sesame, Inc. is a Delaware corporation with its principal place of business at 200 Broadway, 3rd Floor, New York, New York 10038. Sesame does business as "Sesame" and "SesameCare." Sesame owns and operates the Sesame Platform, including the website located at www.sesamecare.com and the Sesame mobile application, through which it markets and sells telehealth visits and other health care services to consumers throughout the United States, including in 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 Sesame pursuant to D.C. Code § 13-423 because Sesame 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 Sesame Platform. The discriminatory conduct at issue in this action arises out of these

business activities, including Sesame's written 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. ASL is a complete, natural language with its own grammar and syntax that is distinct from English. Many Deaf individuals use ASL as their primary language and have limited proficiency in English, particularly when the subject matter is technical or complex.

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. Lip-reading, written or typed notes, and gestures are not adequate substitutes for a qualified ASL interpreter in a medical encounter for a Deaf person whose primary language is ASL. 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. While some deaf and hard of hearing individuals use ASL as their primary language, many do not. Many deaf and hard of hearing people communicate through other methods, including hearing aids, cochlear implants, lipreading, and live captioning.

26. 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.

27. Independent of the Title III guidance prohibiting providers from requiring patients to bring their own interpreters, relying on family members to interpret is likewise inadequate. Family members are generally not qualified medical interpreters and may lack the vocabulary to convey medical terminology accurately. Their participation also compromises the patient's privacy and may deter the patient from disclosing sensitive information.

28. Instead, telehealth providers must provide Deaf and Hard of Hearing patients with qualified ASL interpreters and live captioning free of charge and in a timely manner.[1] Qualified ASL interpreters are trained to know medical terminology and understand and agree to a code of ethics regarding privacy.

29. Video remote interpreting services, through which a qualified ASL interpreter joins a video encounter from a remote location, are widely available from commercial vendors on demand and by appointment. Widely used video-conferencing platforms, such as certain versions of Zoom, permit additional participants, including interpreters, to join a calls in a manner that complies with the Health Insurance Portability and Accountability Act ("HIPAA"), and offers real-time captioning. Enabling an interpreter to join a telehealth visit, and enabling live captioning, in

[1] 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).

a manner that complies with HIPAA, is a readily available and reasonable accommodation for a telehealth provider.

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

30. Sesame operates a direct-to-consumer health care marketplace. Through the Sesame Platform, consumers search for, book, and pay for appointments with health care providers, including virtual video visits for primary care, urgent care, prescription refills, mental health, and other services.

31. Sesame markets its services to consumers on a cash-pay basis, advertising that visits start at $34, that "[n]o insurance [is] needed," and that consumers can book same-day care with board-certified providers.

32. Sesame's services are available in all fifty states. Upon information and belief, Sesame 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 Sesame Platform.

33. Upon information and belief, Sesame controls the technology through which telehealth visits booked on the Sesame Platform are delivered. Video visits take place through Sesame's own application, which consumers must download in order to attend a video visit. Sesame determines the features of that application, including whether it permits a third-party interpreter to join a visit and whether it offers captioning.

34. Sesame also controls the customer-facing channels through which consumers seek information about, and request accommodations for, its services, including its customer support team, which responds to consumer inquiries submitted by email to support@sesamecare.com.

35. Sesame'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, Sesame's "healthcare marketplace" advertises itself as providing low-price health care "directly to American consumers."[2]

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

37. Sesame 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 Sesame.

38. 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.

39. As part of that mission, the ERC conducts civil rights testing to determine whether health care providers in the District, including telehealth providers, provide qualified ASL interpreters and other 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] *See* Sesame Care, *available at* https://sesamecare.com/about (last visited Oct. 21, 2026).

40. 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.

41. On July 7, 2026, at 5:13 p.m., an ERC tester, presenting as a District resident seeking care for her mother, sent an email to Sesame's customer support address, support@sesamecare.com. The tester explained that her mother was moving in with her in the District, was due for a wellness visit; that the next available in-person primary care appointment in the District with a provider accepting new patients and her mother's insurance was not until January; and that she hoped to book a telehealth appointment through Sesame's private-pay option in the meantime.

42. The tester disclosed that her mother is Deaf and uses ASL and asked if she could use a qualified remote ASL interpreter for telehealth visits. She also asked for details about booking and paying for the interpreter.

43. The tester explained that she could not interpret for her mother herself because she lacked the vocabulary for certain medical terms, noting for example that she did not know the sign for "cholesterol." The tester asked the support team at Sesame to let her know if a remote ASL interpreter is an option, and if so, to provide details about how it would work.

44. The tester further explained that her mother can read basic written English, and asked whether the Sesame application has a caption option for video visits.

45. On July 8, 2026, at 10:38 a.m., a Sesame customer support representative responded in writing:

> I understand how important it is to have clear, professional communication during a medical visit, especially for an important wellness and medication check. Unfortunately, Sesame does not currently have a feature to loop a Video Remote Sign Language

> (VRI) interpreter into our telehealth appointments, nor does our app feature automated live captioning for video visits at this time.

46. Sesame's response did not offer any alternative means of effective communication. It did not offer to arrange an interpreter by any other method, to permit the visit to take place on a platform that could accommodate an interpreter, to provide captioning, or to otherwise modify its practices to enable a Deaf consumer to use its services.

47. Sesame's response did not ask for any further information about the consumer's communication needs and did not suggest that the outcome would differ depending on the consumer, the provider, or the type of visit. Instead, Sesame described a platform-wide limitation applicable to all of its telehealth appointments.

48. Later in that email, Sesame's representative even acknowledged that "[a]ccessibility is incredibly important to us, and your message highlights exactly why these features are needed," and stated that she would share the experience with Sesame's management "as vital feedback." However, Sesame did not commit to providing an interpreter or captioning for the requested visit or any future visit.

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

49. Sesame maintains a policy and practice of delivering its telehealth services exclusively through a platform that does not permit a qualified ASL interpreter to join a video visit and does not provide real-time captioning.

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

51. Sesame's policy and practice effectively excludes Deaf and hard of hearing consumers from its telehealth services altogether.

52. Sesame's policy and practice also has the unlawful effect of denying Deaf and hard of hearing consumers the full and equal enjoyment of its services, in violation of D.C. Code §§ 2-1402.31(a)(1) & 2-1402.68.

53. Sesame 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, and Sesame's own representative acknowledged the importance of accessibility and the need for the missing features.

54. Sesame's discriminatory policies and practices are ongoing. Upon information and belief, Sesame continues to offer and sell telehealth services to consumers in the District through a platform that does not accommodate ASL interpreters or captioning.

55. In carrying out the actions described above, Sesame 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. Sesame Advertises Its Services as "Available to Everyone" and Accessible to "Everyone," While Excluding Deaf and Hard of Hearing Consumers.

56. Sesame markets its telehealth services to the general public, including consumers in the District, through the Sesame Platform (its website and mobile application). Sesame 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, prescription refills, and other needs, and that visits "start at $34."[3]

[3] *See* Sesame Care, *available at* https://sesamecare.com (last visited Oct. 7, 2026).

57. Sesame goes further and affirmatively represents that its services are available and accessible to everyone. For example, the Sesame website explicitly advertises that Sesame is "available to everyone."[4]

58. Under the heading "Accessibility," the Sesame website further states: "We make accessing quality care simpler and easier for everyone — regardless of your insurance status."[5]

59. These representations are false and misleading as to Deaf and hard of hearing consumers. Sesame is not "available to everyone": its telehealth services are not available to Deaf consumers who need a qualified ASL interpreter to communicate with a provider, or to hard of hearing consumers who need captioning, because Sesame's platform cannot accommodate either. Nor does Sesame make accessing care "simpler and easier for everyone"; for Deaf and hard of hearing consumers, Sesame does not make care accessible at all.

60. Sesame's use of the word "Accessibility" compounds the deception. "Accessibility" is widely understood, including by consumers with disabilities and by the federal agencies that enforce disability rights laws, to refer to the ability of people with disabilities to use a product or service. A reasonable consumer with a disability who reads that Sesame "makes accessing quality care simpler and easier for everyone" would understand Sesame to be representing that its services are accessible to people with disabilities, and that Sesame's services comply with existing disability rights laws, which they do not.

61. Sesame presents its services as available to all consumers, without qualification. Upon information and belief, nothing on Sesame's website, in its booking capabilities, in its

[4] See Sesame Care, *About Sesame*, *available at* https://sesamecare.com/faq?srsltid=AU7gw4Wp20f7hafoi-i_10dMSlkZScm_0MjNwqwE1dSv44asQXsvw7Xr (last visited Oct. 7, 2026).
[5] *See* Sesame Care, Partner with Sesame, *available at* https://sesamecare.com/partners/partner-with-sesame?srsltid=AU7gw4WnacGgbF2xsw0M9Q85fsQzPHvSpTFCUa9KZh_YXGXbD2wbdr8Y (last visited Oct. 7, 2026).

frequently asked questions, or in its terms of service discloses that the Sesame Platform does not permit a qualified ASL interpreter to join a video visit or that it does not offer captioning.

62. 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 Sesame. Without it, such a consumer may download the Sesame application, create an 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.

63. Sesame knows this fact. Its own customer support representative confirmed in writing that the Sesame Platform cannot accommodate an interpreter or provide live captioning, and acknowledged that "[a]ccessibility is incredibly important" and that "these features are needed."

G. Injury to Consumers.

64. Sesame'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 Sesame Platform.

65. As a direct and proximate result of Sesame's conduct, Deaf and hard of hearing consumers have suffered injury.

66. Sesame'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)

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

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

69. 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).

70. 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.

71. "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").

72. 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).

73. 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.

74. Sesame is a "merchant" under the DCCPPA because it is a person, "organized or operating for profit, . . . 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).

75. Sesame 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 Sesame Platform, and by responding to consumer inquiries regarding those services, including the ERC tester's request for an accommodation.

76. 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).

77. Deaf and hard of hearing individuals in the District who do or would purchase or receive telehealth services through the Sesame 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 Sesame'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 Sesame's use of a trade practice in violation of a law of the District.

78. 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).

79. 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 seek, or would seek, to purchase telehealth services through the Sesame Platform.

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

a. denying, directly or indirectly, Deaf and hard of hearing persons 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 qualified ASL interpreters, real-time captioning, or other auxiliary aids and services necessary to ensure effective communication with Deaf and hard of hearing consumers, 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 from the full and equal enjoyment of its services, in violation of D.C. Code § 2-1402.68.

81. Sesame'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.

82. Sesame's violations are continuing and ongoing, and will continue unless enjoined by this Court.

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

84. 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).

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

86. Sesame 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).

87. By denying Deaf and hard of hearing consumers access to its telehealth services while advertising that Sesame is "available to everyone" and that, under the heading "Accessibility," it makes "accessing quality care simpler and easier for everyone," Sesame affirmatively misrepresents the nature, characteristics, and availability of its services.

88. Sesame's representations that its services are "available to everyone" and 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).

89. Those representations also misrepresent a material fact, namely whether Deaf and hard of hearing consumers can use the Sesame 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, or a family member arranging care for one, would reasonably rely on Sesame's representations that its services are open and accessible to everyone.

90. In addition, and independently, by marketing and offering its telehealth video visits to the general public without qualification, Sesame 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 consumers who communicate in ASL and hard of hearing consumers who rely on captioning.

91. By the same conduct, Sesame 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, 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).

92. Sesame'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, in violation of D.C. Code § 28-3904(a).

93. Sesame fails to state the material fact that the Sesame Platform cannot accommodate qualified ASL interpreters and does not provide captioning. That failure tends to mislead Deaf and hard of hearing consumers, and family members arranging care on their behalf, into believing that they can obtain effective telehealth care through Sesame, in violation of D.C. Code § 28-3904(a).

94. 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.

95. 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 seek, or would seek, to purchase telehealth services through the Sesame Platform, for the reasons alleged above.

96. Sesame's misrepresentations and omissions are continuing and ongoing, and will continue unless enjoined by this Court.

97. Sesame'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 Sesame's acts, policies, and practices of offering and delivering telehealth services through a platform that does not accommodate qualified ASL interpreters or real-time captioning violate the DCCPPA, D.C. Code § 28-3904, and that Sesame's misrepresentations and omissions regarding its services violate the DCCPPA;

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

   i. enable qualified ASL interpreters, including through video remote interpreting, to participate in telehealth visits offered or booked through the Sesame Platform, at no cost to the patient;

   ii. provide accurate real-time captioning for telehealth video visits;

   iii. 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;

   iv. post notice on the Sesame Platform informing consumers of the availability of ASL interpreters, captioning, and other auxiliary aids and services, and how to request them;

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

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

   vii. take affirmative steps to educate its personnel as to Sesame'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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