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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.

VITALINK TELEHEALTH LLC
d/b/a VITALINK TELEHEALTH
370 W 39th Pl
Hialeah, FL 33012,

Defendant.

Case No. 2026-CAB-008296

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 VitaLink Telehealth LLC, doing business as VitaLink TeleHealth ("VitaLink"), operates a direct-to-consumer telehealth service through which consumers in the District purchase virtual medical visits. VitaLink refuses to provide or arrange a qualified ASL interpreter for any of its telehealth visits. When a tester for the Equal Rights Center ("ERC") separately asked, in two different tests, whether VitaLink could provide an ASL interpreter for a Deaf family member who

wished to book a virtual primary care visit, VitaLink responded in writing in the first test that "we are unable to provide or arrange ASL interpreters for appointments," and in the second that "we do not have an ASL interpreter available for our virtual visits, so unfortunately we would not be able to accommodate your dad's communication needs through telehealth." The only alternative VitaLink offered was the automated captioning built into the video-conferencing service it uses, which is no substitute for an interpreter for a Deaf or hard of hearing patient whose primary language is ASL.

VitaLink's failure to provide access to ASL interpreters for its telehealth visits denies Deaf and hard of hearing consumers whose primary language is ASL and who need a qualified ASL interpreter to communicate effectively with a health care provider the full and equal enjoyment of VitaLink's services, in violation of the D.C. Human Rights Act ("DCHRA"), D.C. Code §§ 2-1401.01 *et seq.* Because VitaLink 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.* VitaLink's website compounds that violation by advertising, under the heading "Accessibility First," that "[h]ealthcare should be available to everyone — regardless of insurance status, zip code, or time of day," and that "[w]e built VitaLink so no one has to choose between their health and their schedule," while denying its services to consumers who need an interpreter 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 whose primary language is ASL and who need a qualified ASL interpreter to communicate effectively with a health care provider 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. VitaLink owns and operates a telehealth website, located at www.vitalinktele.com, together with the booking, communication, and video-enabling systems through which it delivers its services (together, the "VitaLink Platform"). Through the VitaLink Platform, VitaLink markets, offers, sells, and delivers virtual medical visits to consumers, including consumers located in the District of Columbia ("D.C." or "the District").

3. VitaLink 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 refusing to provide or arrange qualified ASL interpreters for its telehealth visits, thereby denying Deaf and hard of hearing consumers whose primary language is ASL and who need a qualified ASL interpreter to communicate effectively with a health care provider the full and equal enjoyment of VitaLink's goods, services, facilities, privileges, advantages, and accommodations.

4. By violating the DCHRA in the context of a consumer transaction, VitaLink 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. VitaLink further violates the DCCPPA by advertising on its website, under the heading "Accessibility First," that "[h]ealthcare should be available to everyone — regardless of insurance status, zip code, or time of day," and that "[w]e built VitaLink so no one has to choose between their health and their schedule," while denying its telehealth services to Deaf and hard of hearing consumers whose primary language is ASL and who need a qualified ASL interpreter to

communicate effectively with a health care provider and failing to disclose the material fact that it does not provide or arrange ASL interpreters, thereby misrepresenting the characteristics, benefits, and quality of its services to those 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 whose primary language is ASL and who need a qualified ASL interpreter to communicate effectively with a health care provider and who seek, or would seek, to purchase telehealth services through the VitaLink 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 VitaLink Telehealth LLC is a Florida limited liability company with its principal place of business at 370 W 39th Place, Hialeah, Florida 33012. VitaLink does business as "VitaLink" and "VitaLink TeleHealth." VitaLink owns and operates the VitaLink Platform, including the website located at www.vitalinktele.com, through which it markets and sells telehealth visits and other health care services to consumers in fifteen states and the District of Columbia.

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 VitaLink pursuant to D.C. Code § 13-423 because VitaLink transacts business in the District and contracts to supply services in the District, including by holding itself out as serving patients in the District and by marketing, offering, and selling telehealth visits to consumers located in the District through the VitaLink Platform. The discriminatory conduct at issue in this action arises out of these business activities, including VitaLink's written communications refusing an accommodation to consumers 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/typed notes, captions, 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. Captioning, moreover, converts only the provider's spoken English into written English; it does not enable a patient whose primary language is ASL to understand complex medical information in her own language or to communicate her own symptoms, history, and questions to the provider.

25. 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.

26. Instead, telehealth providers must provide Deaf and hard of hearing patients with qualified ASL interpreters 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.

27. 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 Zoom, permit additional participants, including interpreters, to join a Health Insurance Portability and Accountability Act ("HIPAA")-compliant call, and offer real-time captioning. Enabling an interpreter to join a telehealth visit, in a manner that complies with HIPAA, is a readily available and reasonable accommodation for a telehealth provider.

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

28. VitaLink operates a direct-to-consumer telehealth service. Through the VitaLink Platform, consumers book and pay for live video visits with health care providers for, among other things, primary care, urgent care, prescription refills, lab work, and men's and women's health. VitaLink represents that "[e]very VitaLink visit is a live face-to-face video consultation with a board-certified provider licensed in your state."[2]

[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).
[2] *See* VitaLink TeleHealth, *About VitaLink*, *available at* https://vitalinktele.com/about (last visited October 30, 2026).

29. VitaLink markets its services to consumers on a flat-fee basis, advertising "$75 flat" visits with "[n]o hidden fees, no surprise bills, no fine print,"[3] that insurance is accepted, and that board-certified providers are available 24/7. VitaLink represents that consumers can "[j]ust book, receive a text, and connect with a real board-certified provider in minutes — from anywhere."[4]

30. VitaLink further represents that it "serve[s] patients across 16 states," and its website lists the District of Columbia among the jurisdictions in which it operates.[5] VitaLink markets, offers, and sells telehealth visits to consumers located in the District, and, upon information and belief, providers licensed to practice in the District offer virtual visits to District consumers through the VitaLink Platform. Indeed, VitaLink told an ERC tester that it would "be happy to see" her mother for a telehealth visit "once she has moved to DC."

31. Upon information and belief, VitaLink controls the manner in which telehealth visits booked through the VitaLink Platform are delivered. VitaLink conducts its video visits through Google Meet, a video-conferencing service that VitaLink selected. Upon information and belief, Google Meet permits additional participants, such as a qualified ASL interpreter, to join a video call. VitaLink determines whether to provide or arrange for an interpreter to join a visit, and it has chosen not to do so.

32. VitaLink also controls the customer-facing channels through which consumers seek information about, and request accommodations for, its services, including the contact form on its website, through which consumers submit inquiries that VitaLink answers by email from hello@vitalinktele.com.

[3] *Id.*
[4] *Id.*
[5] *Id.*

33. VitaLink'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, VitaLink advertises that it "was built around a simple belief: getting care should be as easy as ordering a ride."

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

35. VitaLink 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 VitaLink.

36. 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.

37. 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.

38. 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.

39. On June 25, 2026, at 3:50 p.m., an ERC tester, presenting as a consumer seeking care for her mother, who was moving in with the tester in the District, submitted an inquiry through the contact form on VitaLink's website. The tester explained that her mother was due for a wellness visit; that the next available 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 in the meantime after her mother moved to the District.

40. 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.

41. 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 VitaLink to let her know if remote ASL interpreter is an option, and if so, to provide details about how it would work.

42. The tester further explained that her mother can read basic written English and asked whether the platform VitaLink uses for its visits offers automated live captions.

43. Thirty-eight minutes later, at 4:28 p.m., VitaLink responded in writing:

> At this time, we are unable to provide or arrange ASL interpreters for appointments. However, our visits are conducted through Google Meet, which offers live closed captioning that may be helpful during the appointment. If your mom is comfortable communicating through written English and captions, we would be happy to work with her.

44. VitaLink's response did not offer any effective alternative means of communication. It did not offer to arrange an interpreter by any other method, to permit a qualified interpreter to join the Google Meet visit, or to otherwise modify its practices to enable a Deaf consumer who communicates in ASL to use its services. Instead, VitaLink conditioned the

consumer's access to its services on her willingness to forgo her primary language and communicate "through written English and captions," even though the tester had explained that her mother could manage written English only "if the conversation is very basic."

45. VitaLink'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, VitaLink described a blanket inability to provide or arrange ASL interpreters for any of its appointments.

46. The tester responded that her mother preferred ASL because it is her primary language and she worried about not being able to communicate without an interpreter, and that they would look elsewhere for care.

47. On October 6, 2026, at 12:02 p.m., the ERC tester, providing a District of Columbia telephone number, submitted an inquiry through the contact form on VitaLink's website. The tester explained that she had gone through VitaLink's online booking process but had not confirmed the appointment because she first had a question about accommodations.

48. The tester explained that she was seeking care for her father, who is 60 years old, has been Deaf since birth, and communicates only in ASL, and that he cannot read or write English beyond his name. She explained that her father had recently retired, did not have health insurance, and hoped to obtain primary care through telehealth, including a medication refill. She asked if it was possible to have an ASL interpreter for the telehealth visit, and how far in advance of the appointment that would need to be arranged.

49. At 12:56 p.m., VitaLink responded in writing:

> At this time, we do not have an ASL interpreter available for our virtual visits, so unfortunately we would not be able to accommodate your dad's communication needs through telehealth.

50. VitaLink thus refused outright to serve a Deaf consumer who communicates in ASL. VitaLink did not offer any alternative means of communication that would be effective for someone who communicates in ASL, did not offer to arrange an interpreter through a video remote interpreting service, and did not ask for any further information about the consumer's needs. Instead, VitaLink "apologize[d] for the inconvenience" and thanked the tester for "checking with us before scheduling."

51. VitaLink's two written responses, sent more than three months apart, confirm that its refusal to provide or arrange ASL interpreters is not an isolated incident but a standing policy applicable to all of its telehealth visits.

E. VitaLink's Policies and Practices Discriminate Against Deaf and Hard of Hearing Consumers Whose Primary Language Is ASL and Who Need a Qualified ASL Interpreter to Communicate Effectively with a Health Care Provider.

52. VitaLink maintains a policy and practice of refusing to provide or arrange qualified ASL interpreters for its telehealth visits.

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

54. VitaLink's policy and practice effectively excludes Deaf and hard of hearing consumers whose primary language is ASL and who need a qualified ASL interpreter to communicate effectively with a health care provider from its telehealth services altogether, as VitaLink itself acknowledged when it told the ERC tester that it "would not be able to accommodate" her father's "communication needs through telehealth."

55. VitaLink's policy and practice also has the unlawful effect of denying Deaf and hard of hearing consumers whose primary language is ASL and who need a qualified ASL interpreter to communicate effectively with a health care provider the full and equal enjoyment of its services, in violation of D.C. Code §§ 2-1402.31(a)(1) & 2-1402.68.

56. VitaLink 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 VitaLink holds itself out as a provider that puts "Accessibility First."

57. VitaLink's discriminatory policies and practices are ongoing. Upon information and belief, VitaLink continues to offer and sell telehealth services to consumers in the District without providing or arranging ASL interpreters.

58. In carrying out the actions described above, VitaLink 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. VitaLink Advertises "Accessibility First" and That Health Care Should Be "Available to Everyone," While Excluding Deaf and Hard of Hearing Consumers Who Communicate in ASL.

59. VitaLink markets its telehealth services to the general public, including consumers in the District, through the VitaLink Platform. VitaLink represents, among other things, that consumers can "connect with a real board-certified provider in minutes — from anywhere," that providers are available 24/7, and that visits are "radical[ly] transparen[t]," costing "$75 flat."[6]

[6] *Id.*

60. VitaLink goes further and affirmatively represents that it built its service to be available and accessible to everyone. Under the heading "Accessibility First," the VitaLink website states:

> Healthcare should be available to everyone — regardless of insurance status, zip code, or time of day. We built VitaLink so no one has to choose between their health and their schedule.[7]

61. VitaLink presents this statement as one of the core principles of its mission, alongside its representation that "[e]very VitaLink visit is a live face-to-face video consultation with a board-certified provider licensed in your state." Read in context, VitaLink's statement is not a mere aspiration; it is a representation that VitaLink "built" its service so that "no one" is excluded from it.[8]

62. These representations are false and misleading as to Deaf and hard of hearing consumers who communicate in ASL. VitaLink did not build its service to be available to everyone: its telehealth services are not available to Deaf consumers who need a qualified ASL interpreter to communicate with a provider, because VitaLink refuses to provide or arrange one. For those consumers, VitaLink does not put "Accessibility First;" it does not make its services accessible at all.

63. VitaLink'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 VitaLink puts "Accessibility First" and that "[h]ealthcare should be available to everyone" would understand

[7] *Id.*
[8] *Id.*

VitaLink to be representing that its services are accessible to people with disabilities, and that VitaLink's services comply with existing disability rights laws, which they do not.

64. VitaLink presents its services as available to all consumers, without qualification. Upon information and belief, nothing on VitaLink's website or in its online booking process discloses that VitaLink does not provide or arrange qualified ASL interpreters for its video visits. Indeed, the ERC tester proceeded through VitaLink's online booking process to the point of confirmation and, upon information and belief, learned of VitaLink's policy only because the tester asked.

65. 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 service important in deciding whether to purchase a visit through VitaLink. Without it, such a consumer may 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.

66. VitaLink knows this fact. Its own representatives confirmed in writing, on two separate occasions, that VitaLink does not provide or arrange ASL interpreters, and VitaLink thanked the ERC tester for "checking with us before scheduling"—acknowledging that a Deaf consumer who did not ask in advance could book a visit that VitaLink would not make accessible to him.

G. Injury to Consumers.

67. VitaLink's discriminatory policies and practices injure Deaf and hard of hearing consumers whose primary language is ASL and who need a qualified ASL interpreter to

communicate effectively with a health care provider 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 or when they lack health insurance; subjecting them to the stigma and indignity of discrimination; and deterring them from seeking care through the VitaLink Platform.

68. As a direct and proximate result of VitaLink's conduct, Deaf and hard of hearing consumers whose primary language is ASL and who need a qualified ASL interpreter to communicate effectively with a health care provider have suffered injury.

69. VitaLink'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)

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

71. There are multiple ways one can violate the DCCPPA. VitaLink has violated the law in at least the following ways.

72. 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).

73. 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.

74. "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").

75. 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).

76. 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.

77. VitaLink 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).

78. VitaLink 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 VitaLink Platform, and by responding to consumer inquiries regarding those services, including the ERC testers' requests for an accommodation.

79. 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).

80. Deaf and hard of hearing individuals in the District whose primary language is ASL and who need a qualified ASL interpreter to communicate effectively with a health care provider and who do or would purchase or receive telehealth services through the VitaLink 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 VitaLink'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 VitaLink's use of a trade practice in violation of a law of the District.

81. 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).

82. 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 whose primary language is ASL and who need a qualified ASL interpreter to communicate effectively with a health care provider and who seek, or would seek, to purchase telehealth services through the VitaLink Platform.

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

a. denying, directly or indirectly, Deaf and hard of hearing persons whose primary language is ASL and who need a qualified ASL interpreter to communicate effectively with a health care provider 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 or other auxiliary aids and services necessary to ensure effective communication with Deaf and hard of hearing consumers whose primary language is ASL and who need a qualified ASL interpreter to communicate effectively with a health care provider, and failing to make reasonable modifications to its policies and practices 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 whose primary language is ASL and who need a qualified ASL interpreter to communicate effectively with a health care provider

from the full and equal enjoyment of its services, in violation of D.C. Code § 2-1402.68.

84. VitaLink'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.

85. VitaLink's violations are continuing and ongoing and will continue unless enjoined by this Court.

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

87. 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).

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

89. VitaLink 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).

90. By denying Deaf and hard of hearing consumers whose primary language is ASL and who need a qualified ASL interpreter to communicate effectively with a health care provider access to its telehealth services while advertising, under the heading "Accessibility First," that "[h]ealthcare should be available to everyone" and that VitaLink was built "so no one has to choose between their health and their schedule," VitaLink affirmatively misrepresents the nature, characteristics, and availability of its services.

91. VitaLink's representations that it puts "Accessibility First" and built its service so that health care is "available 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).

92. Those representations also misrepresent a material fact, namely whether Deaf and hard of hearing consumers whose primary language is ASL and who need a qualified ASL interpreter to communicate effectively with a health care provider can use VitaLink's telehealth services, 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 VitaLink's representations that its services put "Accessibility First" and are available to everyone.

93. In addition, and independently, by marketing and offering its telehealth video visits to the general public without qualification, VitaLink represents that its services have characteristics, uses, and benefits, namely, a live, face-to-face video visit through which the patient can communicate with a provider, which is not true for Deaf and hard of hearing consumers whose

primary language is ASL and who need a qualified ASL interpreter to communicate effectively with a health care provider.

94. By the same conduct, VitaLink represents that its telehealth services are of a particular standard and quality, namely, care from board-certified providers available 24/7 to any consumer who books a visit, when in fact, for Deaf and hard of hearing consumers whose primary language is ASL and who need a qualified ASL interpreter to communicate effectively with a health care provider, 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).

95. VitaLink'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 whose primary language is ASL and who need a qualified ASL interpreter to communicate effectively with a health care provider, in violation of D.C. Code § 28-3904(a).

96. VitaLink fails to state the material fact that it does not provide or arrange qualified ASL interpreters for its telehealth visits. That failure tends to mislead Deaf and hard of hearing consumers whose primary language is ASL and who need a qualified ASL interpreter to communicate effectively with a health care provider, and family members arranging care on their behalf, into believing that they can obtain effective telehealth care through VitaLink, in violation of D.C. Code § 28-3904(a).

97. 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.

98. 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 whose primary language is ASL and who need a qualified ASL interpreter to communicate effectively with a health care provider in the District

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

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

100. VitaLink'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 VitaLink's acts, policies, and practices of offering and delivering telehealth services without providing or arranging qualified ASL interpreters violate the DCCPPA, D.C. Code § 28-3904, and that VitaLink's misrepresentations and omissions regarding its services violate the DCCPPA;

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

   i. provide qualified ASL interpreters, including through video remote interpreting, for telehealth visits offered or booked through the VitaLink Platform, upon request and at no cost to the patient;

   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 VitaLink Platform informing consumers of the availability of ASL interpreters, 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 VitaLink Platform to be trained, regarding the rights of Deaf and hard of hearing patients and the procedures for providing effective communication; and

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

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